



May 13, 2016

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held Monday, May 16, 2016, at 9:00 a.m., in the Airport Skyroom of the Bob Hope Airport, 2627 Hollywood Way, Burbank, California, 91505.

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

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



REGULAR COMMISSION MEETING

AGENDA

MAY 16, 2016

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of Monday, May 16, 2016

9:00 A.M.

NOTE TO THE PUBLIC: Prior to consideration of business items, the Authority invites comment on airport-related matters during the Public Comment period. Members of the public are requested to observe the following decorum when attending or participating in meetings of the Commission:

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

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

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

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
5. CONSENT CALENDAR
 - a. Committee Reports (For Noting and Filing)
 - 1) Operations and Development Committee
 - (i) April 18, 2016

[See page 1]

- 2) Finance and Administration Committee
 - (i) April 18, 2016 *[See page 3]*
- 3) Legal, Government and Environmental Affairs Committee
 - (i) April 4, 2016 *[See page 6]*
- b. Commission Minutes (For Approval)
 - 1) May 2, 2016 *[See page 8]*
- c. Third Amendment of Aviation Hangar Lease
Amblin' Films, LLC *[See page 16]*
- d. Consent to Assignment of Sublease between
Avjet Corporation/Mercury Air Center, Inc., and
Consent to Facility Tenant Agreement between
Avjet Corporation/Jet Aviation Holdings USA, Inc. *[See page 20]*
- 6. ITEMS FOR COMMISSION APPROVAL
 - a. Rate Adjustment and Agreement Extension for
HSS, Inc. Staffing Services *[See page 41]*
 - b. Aviation Hangar Lease, Delux Public Charter, LLC *[See page 47]*
- 7. ITEMS FOR COMMISSION INFORMATION
 - a. March 2016 Passenger/Cargo Statistics and
Parking Information *[See page 49]*
- 8. 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

9. ADJOURNMENT

COMMISSION NEWSLETTER

May 16, 2016

[Regarding agenda items]

5. CONSENT CALENDAR

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

- a. **COMMITTEE REPORTS:** Approved minutes of the following committee meetings are included in the agenda packet for information purposes: April 18, 2016, Operations and Development Committee; April 18, 2016, Finance and Administration Committee; and April 4, 2016, Legal, Government and Environmental Affairs Committee.
- b. **COMMISSION MINUTES, MAY 2, 2016:** The draft minutes of this meeting are attached for Commission review and approval.
- c. **THIRD AMENDMENT OF AVIATION HANGAR LEASE, AMBLIN' FILMS, LLC:** A staff report is included in the agenda packet. At the May 2, 2016, meeting of the Finance and Administration Committee, the Committee voted 2-0 (one absent) to recommend to the Commission that it approve the proposed Third Amendment to the Aviation Hangar Lease with Amblin' Films, Inc., formerly known as Dreamworks, LLC. The amendment would allow Amblin's agreement to continue at the current monthly rate on a month-to-month basis past the termination date of April 23, 2016.
- d. **CONSENT TO ASSIGNMENT OF SUBLEASE BETWEEN AVJET CORPORATION/MERCURY AIR CENTER, INC., AND CONSENT TO FACILITY TENANT AGREEMENT BETWEEN AVJET CORPORATION/JET AVIATION HOLDING USA, INC.:** A staff report is included in the agenda packet. At the May 2, 2016, meeting of the Finance and Administration Committee, the Committee voted 2-0 (one absent) to recommend to the Commission that it authorize assignment of a January 28, 1999, Sublease between Mercury Air Center, Inc., dba Atlantic Aviation, and Avjet Corporation and consent to a Facility Tenant Agreement between Jet Aviation Holdings, Inc. and Marc J. Foulkrod. With the change in ownership of Avjet, an assignment of the Sublease is being requested as the Sublease requires consent of both the prime landlord and Atlantic. Separately, a Consent to a Facility Tenant Agreement by the Authority was requested under Section 9.1 of the Hangar Lease that was assigned from Avjet to Jet and approved by the Commission at its March 21, 2016, meeting.

6. ITEMS FOR COMMISSION APPROVAL

- a. **RATE ADJUSTMENT AND AGREEMENT EXTENSION FOR HSS, INC. STAFFING SERVICES:** A staff report is included in the agenda packet. At the May 2, 2016, meeting of the Operations and Development Committee, the Committee voted unanimously (3-0) to recommend to the Commission that it: 1) approve a CPI rate adjustment to the Professional Services Agreement with HSS, Inc. at Bob Hope

Airport; 2) approve Staff's recommendation to extend the HSS Agreement for a one-year period through July 31, 2017; and 3) concur with Staff's recommendation to not approve an additional wage increase proposed by HSS.

The proposed CPI rate adjustment will be applied retroactively to August 1, 2015, totaling approximately \$12,115 for FY 2015/2016. The current Agreement with HSS is scheduled to expire on July 31, 2016, and based on its performance, Staff recommends a one-year extension to July 31, 2017.

- b. **AVIATION HANGAR LEASE, DELUX PUBLIC CHARTER, LLC:** A staff report is included in the agenda packet. Delux Public Charter, LLC, a Federal Aviation Regulation Part 135 aircraft operator that is owned by JetSuite, Inc., is seeking to enter into an aviation hangar lease with the Authority to lease a portion of Hangar 2 at the Airport. This lease includes hangar, office, shop, vehicle parking and ramp space and will generate \$14,245.34 per month. Delux will provide private jet service to the public by offering scheduled, on-demand charter service. At the May 2, 2016, Finance and Administration Committee, the Committee voted 2-0 (one absent) to recommend to the Commission that it approve the Aviation Hangar Lease with Delux and authorize the Authority President to execute same.

7. ITEMS FOR COMMISSION INFORMATION

- a. **MARCH 2016 PASSENGER/CARGO STATISTICS AND PARKING INFORMATION:** The March passenger count of 338,334 was a slight increase of 0.27% from last year's 337,432. The total for the first three months of the year is up 1.59% at 933,794, compared to 919,137 through March 2016. Air Cargo volume declined 1.99% to 8.7 million pounds in March 2016 and the year-to-date total of 24.1 million pounds is down 8.1%. Air carrier aircraft operations increased 11.8% the first three months of the year. A complete report is included in the agenda packet.

[Regarding non-agenda items]

NEWS RELEASES

May 3, 2016 – Airport Authority selects "Hollywood Burbank" as new Brand Identity for Bob Hope Airport

Approved May 2, 2016

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

MONDAY, APRIL 18, 2016

A regular meeting of the Operations and Development Committee was called to order this date in the Airport Skyroom of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California, at 8:32 a.m., by Chairman Brown.

ROLL CALL

Present: Commissioners Brown, Sinanyan (arrived at 8:40 a.m.) and Selvidge

Absent: None

Also Present: Staff: Dan Feger, Executive Director; John Hatanaka, Senior Deputy Executive Director; Denis Carvill, Deputy Executive Director, Engineering, Maintenance, Operations and Airline Relations; David Freedman, Director, Business, Property and Administrative Services; Karen Sepulveda, Assistant Airport Engineer; and Rachael Warecki, Public Relations and Social Media Specialist

1. Approval of Agenda Commissioner Selvidge moved approval of the agenda; there being no objection, the agenda was approved 2-0 (one absent) as presented.

2. Public Comment There were no public speakers.

3. Approval of Minutes

1. April 4, 2016 Commissioner Selvidge moved approval of the minutes of the April 4, 2016, meeting. There being no objection, the minutes were approved 2-0 (one absent) as submitted by Staff.

4. Contracts and Leases

a. Award of Contract, Project Number E15-27, Clybourn Avenue Blast Fence Project Staff presented a report to the Committee regarding this project and noted that the blast resulting from normal aircraft operations in the Clybourn Hangar Complex is unavoidable when taxiing to the east to gain access to the movement areas of the airfield. Staff proposed the installation of a 150-foot-long "blast fence," similar to the blast-deflecting fences located at the ends of the runways to protect persons and property outside of the Airport premises.

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|--|--|
| b. February 2016 Passenger Statistics and Parking Information | Commissioner Brown suggested, and Staff concurred, that due to the lateness of the hour, this item, which is included in the Commission's April 18, 2016, agenda, be deferred to the Commission meeting. |
| 7. Other Contracts and Capital Projects | This item was not discussed. |
| 8. Adjournment | There being no further business, the meeting adjourned at 9:04 a.m. |

Approved May 2, 2016

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

MONDAY, APRIL 18, 2016

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California, at 11:05 a.m., by Commissioner Tornek.

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

ROLL CALL

Present: Commissioners Tornek and Friedman

Absent: Commissioner Adams

Also Present Staff: Dan Feger, Executive Director; John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; Scott R. Smith, Director of Financial Services; Mike Duong, Senior Manager, Business and Compliance; and Michael Johnston, Business Specialist, Business Property and Administrative Services

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

2. Public Comment There were no public speakers.

3. Approval of Minutes

a. April 4, 2016 The draft minutes of the April 4, 2016, Committee meeting were approved 2-0 (one absent) without objection.

4. Treasurer's Reports

a. February 2016 A copy of the February 2016 Treasurer's Report was included in the agenda packet. Staff discussed the Corning investments which had been downgraded, as discussed at a previous Committee meeting. At that meeting the Committee approved selling these investments at the point that Columbia Management Investment Advisors, LLC, deemed them at the highest point without going below 99.25%. Staff reported the

Corning investments were sold the week of April 11, 2016, at an average price of \$99.464.

Staff also reported that the proceeds from the sale of the Kenwood and B-6 Trust Properties have been deposited into the Operating Portfolio and, per memo to the Treasurer and the Committee, the portfolio will be out of balance due to the higher than approved money market limit for a period of time.

Commissioner Friedman moved to recommend to the Commission that the February 2016 Treasurer's Report be noted and filed.

Motion

Commissioner Friedman moved approval of Staff's recommendation.

Motion Approved

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

5. Contracts and Leases

**a. Aon Risk Services,
Insurance Brokerage
Service Contract,
Addendum No. 7**

Staff advised the Committee that an RFP ("Request for Proposals") for insurance brokerage services for all of the Authority's insurance coverages will be issued as soon as the FY 2016/2017 policies are bound. In the interim, Staff has negotiated an extension with Aon Risk Services ("Aon"), the retail brokering and risk management services arm of Aon Corporation that provides insurance brokerage services for the Authority. Staff noted that the Authority's insurance policies are on "a claims made" basis for a term of one year from July 1 through June 30. If approved, the proposed extension provides that Aon will serve as the broker of record for the FY 2016/2017 period at the current brokerage rate of \$90,000 per the terms identified in proposed Addendum No. 7.

Staff recommended that the Committee recommend to the Commission that it approve Addendum No. 7 to the Insurance Brokerage Service Contract with Aon Risk Insurance Services as described above and authorize the Authority President to execute same.

Motion

Commissioner Friedman moved approval of Staff's recommendation.

Motion Approved

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

b. First Amendment to Lease Agreement for Hertz Equipment Rental Corp.

During discussion of this item, it was determined that additional information is required; therefore, this item was deferred to a future Committee meeting.

6. Items for Discussion

a. Fiscal Year 2016/2017 ("FY 2017") Budget Development

Staff discussed with the Committee proposed FY 2017 budget assumptions and highlights regarding staffing issues. Staff also answered various questions from the Committee.

b. Pending Items

Current

(1) Fiscal Year 2016/2017 ("FY 2017") Budget Development

(See agenda item 6.a.)

Future

(1) Replacement Passenger Terminal Financial Alternatives Consultant

(2) Revised Budget Development Calendar

The Committee concurred with Staff that discussion of FY 2017 budget development be continued at its regularly scheduled May 2, 2017, meeting, focusing on projected revenues and staffing issues. Should there be carry-over items from the May 2 meeting, a special meeting may be scheduled.

7. Other Contracts and Leases

There were no other contracts and leases to be discussed.

8. Adjournment

There being no further business, the meeting was adjourned at 11:44 a.m.

Approved May 2, 2016

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

MONDAY, APRIL 4, 2016

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order this date in the Burbank Room of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, at 11:20 a.m., Burbank, California, by Commissioner Wiggins.

AB 23 Disclosure: The board secretary announced that, 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.

ROLL CALL

Present: Commissioners Wiggins, Quintero and Madison

Absent: None

Also Present: Staff: Dan Feger, Executive Director; Mark Hardymont, Director, Government and Environmental Affairs; Lucy Burghdorf, Director, Public Affairs and Communications; and Mike Duong, Senior Manager, Business and Compliance

Airport Authority Counsel: Terence R. Boga of Richards, Watson & Gershon

Airport Authority Consultant: James A. McDermott, Marathon Communications, Inc., Authority Consultant

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

2. Public Comment There were no public speakers.

3. Approval of Minutes

a. March 21, 2016 Commissioner Quintero moved approval of the minutes and, as there was no objection, the minutes were approved unanimously (3-0) as submitted by Staff.

4. Items for Discussion

a. Update: FAA Metroplex Program for Southern California Staff updated the Committee on the status of the FAA's Metroplex project and its implementation for Southern California airports. Staff noted that periodic updates on this program, which includes the introduction of forced departure

paths to the south of the Airport, will be provided to the Committee until the program has been fully implemented.

Staff distributed a letter to the Committee from the FAA's Western-Pacific Region, Office of the Regional Administrator, indicating that it is currently reviewing comments received on the Draft Environmental Assessment of the Metroplex program and is updating the document as necessary; the FAA anticipates this process to continue through summer 2016, with a decision on the proposed project to be made thereafter.

Staff answered various questions from the Committee and advised that it will keep the Committee apprised of any new developments regarding the Southern California Metroplex Project.

b. Update: DBE Program

Staff briefed the Committee on the status of the Authority's DBE (Disadvantaged Business Enterprise) program.

Staff noted that in July 2015 the Commission approved the submission of the goals and objectives based on the Disparity Study submitted to the FAA, with the subsequent posting of public comments regarding the Authority's intent to implement race-neutral and race-conscious measures for federally funded projects. Staff advised the Committee that the submission to the FAA and the 45-day public comment period have now been completed; no comments were received during the public comment period.

Staff recommended that the Committee recommend to the Commission that it authorize the implementation of the FAA-approved DBE program for the Airport.

Following discussion, during which Staff answered various questions from the Committee, the Committee concurred unanimously (3-0) with Staff's recommendation.

5. Other Legal, Government and Environmental Matters

This item was not discussed.

6. Closed Session

The meeting did not recess to closed session.

7. Adjournment

There being no further business, the meeting was adjourned at 11:32 a.m.

Subject to Approval

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

MONDAY, MAY 2, 2016

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 Hollywood Way, Burbank, California, at 9:03 a.m., by President Quintero.

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|--------------------------------|--|
| 1. PLEDGE OF ALLEGIANCE | Commissioner Tornek led the assembly in the recitation of the Pledge of Allegiance to the Flag. |
| 2. ROLL CALL | |
| Present: | Commissioners Brown, Adams, Friedman, Sinanyan, Quintero, Wiggins, Madison, Tornek and Selvidge |
| Absent: | None |
| Also Present: | <p>Staff: Dan Feger, Executive Director; John Hatanaka, Senior Deputy Executive Director; Bob Anderson, Director, Engineering and Planning; David Freedman, Director, Business, Property and Administrative Services; and Rachael Warecki, Public Relations and Social Media Specialist</p> <p>Airport Authority General Counsel: Tom Ryan of McDermott, Will & Emery, and Terence R. Boga of Richards, Watson & Gershon</p> <p>Anyone Collective, LLC: Michael Fiore, Co-CEO and Chief Creative Director, and Talia Fittante, Brand Strategy Director</p> <p>O'Neill Group: Jack O'Neill, Partner and Principal</p> <p>RS&H: David Full, Vice President</p> |
| 3. APPROVAL OF AGENDA | |
| MOTION | Commissioner Sinanyan moved approval of the agenda, seconded by Commissioner Wiggins. |
| MOTION APPROVED | <p>The motion was approved by the following vote:</p> <p>AYES: Commissioners Brown, Adams, Friedman, Sinanyan, Quintero, Wiggins, Madison, Tornek and Selvidge</p> <p>NOES: None</p> <p>ABSENT: None</p> |

4. PUBLIC COMMENT

Mike Nolan of Burbank asked why the agenda does not provide an opportunity to invite oral remarks in response to public comments; commented on the historical significance of the Skyroom; asked how the Airport Authority intends to pay for a replacement terminal; and commented on the enplanement fees, which he stated were set by the Airport Authority, and that a lot of people do not use the Airport because of the high air fares compared to fares at LAX.

Mr. Nolan also submitted an oral Public Records Act request as follows: (1) since its inception how much money has the Airport Authority spent on the terminal, including the terminal structure and the appurtenant structures thereto; (2) how many building permits have been issued for these buildings since the inception of the Burbank-Glendale-Pasadena Airport Authority; and (3) the value of the TSA structure and why was it located where it is.

In response to Mr. Nolan's Public Records Act request, Staff advised it will discuss this matter with the Airport Authority's general counsel to ensure that Staff is responsive to all aspects of the request.

In response to Mr. Nolan's comments regarding "enplanement fees" set by the Airport Authority, Staff responded that the airlines set air fares for passengers, not the Airport Authority.

5. CONSENT CALENDAR

a. Committee Reports (For Noting and Filing)

1) Operations and Development Committee

(i) April 4, 2016

2) Finance and Administration Committee

(i) April 4, 2016

b. Commission Minutes (For Approval)

1) April 18, 2016

Approved minutes of the following meetings were included in the agenda packet for information purposes: April 4, 2016, Operations and Development Committee; and April 4, 2016, Finance and Administration Committee.

Draft minutes of the April 18, 2016, Commission meeting were included in the agenda packet for review and approval.

c. Treasurer's Reports

1) February 2016

At its April 18, 2016, meeting the Finance and Administration Committee voted unanimously (3–0) to recommend that the February 2016 Treasurer's report be noted and filed by the Commission.

**d. Aon Risk Services,
Insurance Brokerage
Service Contract,
Addendum No. 7**

Staff advised the Commission that an RFP (Request for Proposals) for insurance brokerage services for all of the Authority's insurance coverages will be issued as soon as the FY 2016/2017 policies are bound. In the interim, Staff has negotiated an extension with Aon Risk Services, the retail brokering and risk management services arm of Aon Corporation that provides insurance brokerage services for the Authority. Staff noted that the Authority's insurance policies are on "a claims made" basis for a term of one year from July 1 through June 30. If approved, the proposed extension provides that Aon will serve as the broker of record for the FY 2016/2017 period at the current brokerage rate of \$90,000 per the terms identified in proposed Addendum No. 7.

At the April 18, 2016, Finance and Administration Committee meeting, the Committee voted unanimously (3–0) to recommend to the Commission that it approve Addendum No. 7 to the Insurance Brokerage Service Contract with Aon Risk Insurance Services as described above and authorize the Authority President to execute same.

MOTION

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

MOTION APPROVED

The motion was approved by the following vote:

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

NOES: None

ABSENT: None

**6. ITEMS FOR COMMISSION
APPROVAL**

a. Airport Brand Name

Staff provided the Commission with additional context and framework for the overall branding process, reviewing with the Commission the reasons identified by Staff and the airlines serving the Airport for changing the brand name; the specific challenges in a branding program; and the factors to be considered when developing a brand name.

Staff stated that Anyone Collective was specifically engaged by the Commission to conduct research and to identify potential brand name options for consideration, specifically focusing on passengers east of the Rocky Mountains to ensure these individuals are aware they have a choice of airports when flying to Southern California and that the Airport is identified as a viable option and true gateway to Los Angeles regions for business and leisure travelers when searching on-line or by other means.

Staff introduced Michael Fiore, Co-CEO and Chief Creative Director, and Talia Fittante, Brand Strategy Director, for Anyone Collective, the Airport Authority's branding consultant, who provided a recap of Anyone Collective's presentation to the Operations and Development Committee at its April 4, 2016, meeting.

Based on data and research, Anyone Collective identified four potential brand name options that the Operations and Development Committee considered at its April 4, 2016, meeting: "Burbank Hollywood Airport," "Burbank Los Angeles Airport," "Hollywood Burbank Airport," and "Los Angeles Burbank Airport." At the April 4, 2016, Operations and Development Committee meeting, the Committee voted 2-0 (one absent) to recommend the brand name "Hollywood Burbank Airport" to the Commission.

Following Anyone Collective's presentation, the branding consultant answered various questions from the Commission, and Jack O'Neill, Partner and Principal of the O'Neil Group, spoke on behalf of Linda Hope and the Hope family. Mr. O'Neill stated the Hope family agrees with and supports the need for Airport branding and their only issue is the inclusion of the Bob Hope name. Mr. O'Neill presented a rendering which depicted what Linda Hope and the Bob Hope family propose to be included in the branding initiative: "Hollywood Burbank Airport" as the brand name with "Bob Hope" in a smaller font size in the upper left-hand corner.

The Commissioners discussed their individual preferences for Airport branding, and support was expressed for the following: the inclusion of "Los Angeles" in the brand name; the brand names "Burbank Hollywood Airport" and "Burbank Los Angeles Airport;" either "Hollywood Burbank Airport" or "Burbank Hollywood Airport;" and the exclusion of "Los Angeles" in any form of Airport branding.

MOTION

Following discussion Commissioner Brown moved that the Commission approve the Operations and Development Committee's recommended brand name of "Hollywood Burbank Airport," seconded by Commissioner Tornek.

MOTION APPROVED

The motion was approved by the following vote:

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

NOES: Commissioner Madison

ABSENT: None

As part of its recommendation at the April 4, 2016, meeting, the Operations and Development Committee agreed that the Commission decide whether it wishes to add the words "Bob Hope" to the brand name. Phase 1 of Anyone Collective's services includes the development of a logo incorporating the new brand name. Staff suggested that, with the Commission's concurrence, Phase 2 of the branding initiative, which is the actual branding strategy implementation, be agendized for a future meeting of the Operations and Development Committee and that the decision to include "Bob Hope" as part of the logo be deferred until a potential logo is presented to the Commission. There being no objections, the Commission concurred with Staff's suggestion.

b. Award of Contract, Project Number E15-27, Clybourn Avenue Blast Fence Project

Regarding this proposed project, Staff reported that the blast resulting from normal aircraft operations in the Clybourn Hangar Complex is unavoidable when taxiing to the east to gain access to the movement areas of the airfield. Staff proposes the installation of a 150-foot-long "blast fence," similar to the blast-deflecting fences located at the ends of the runways to protect persons and property outside of the Airport premises.

Bids were solicited and opened publicly on March 17, 2016, with three contractors submitting bids ranging from \$118,705 to \$182,750. At the April 18, 2016, meeting of the Operations and Development Committee, the Committee voted unanimously (3-0) to recommend to the Commission that it award a contract to the low bidder, E.C. Construction, in the amount of \$118,705, with a project contingency in the amount of \$16,295.

MOTION

Commissioner Tornek moved approval of the Operations and Development Committee's recommendation, seconded by Commissioner Selvidge.

MOTION APPROVED

The motion was approved by the following vote:

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

NOES: None

ABSENT: None

7. ITEMS FOR COMMISSION DISCUSSION

a. Environmental Impact Report Update

Staff reported that the draft Environmental Impact Report ("EIR") for the 14-gate replacement terminal project, consisting of approximately 3,700 pages, was published on Friday, April 29, 2016.

Staff introduced David Full, Vice President of RS&H California, Inc., the firm which the Authority engaged to prepare the EIR. Mr. Full briefed the Commission on the project goals; the background and purpose of the EIR; the purpose and need of the proposed project; the four different development options studied in the draft EIR; and mitigation measures.

Mr. Full advised that the draft EIR, which was published on April 29, 2016, was delivered to the State Clearing House in Sacramento to begin the 45-day comment period, which ends at 11:59 p.m. on June 13, 2016. Mr. Full stated the goal is to respond to every comment received during the 45-day comment period and to publish the final EIR for the Commission's consideration by the end of June 2016. Mr. Full noted that during the 45-day comment period there will be two Authority-sponsored public workshops where comments may be provided. These workshops will occur on May 19, 2016, and June 1, 2016. There also will be an opportunity for the public to provide comments to the Commission at its regularly scheduled meeting on Monday, June 6, 2016.

Mr. Full noted that the draft EIR has been placed in numerous locations in the vicinity as follows: the city halls of Burbank, Glendale and Pasadena; public libraries in the Cities of Pasadena, Glendale, Burbank and Los Angeles; and copies have been delivered to Councilman Krekorian's office in the City of Los Angeles. Mr. Full also provided the locations of two separate websites where the draft EIR can be viewed and on-line comments can be provided.

8. ITEMS FOR COMMISSION INFORMATION

- a. Mission Five Overview** Due to the lateness of the hour, this item was deferred to a future Commission meeting.

9. CLOSED SESSION The meeting recessed to closed session at 10:02 a.m. to discuss the item listed on the closed session agenda as follows:

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

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

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation (California Government Code Section 54956.9(d)(4)): One potential case.

c. 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

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

Consultation with Director, Public Safety

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

Title: Executive Director

Title: Airport Engineer

Meeting Reconvened to Open Session

The meeting reconvened to open session at 11:55 a.m. with the following Commissioners: Brown, Friedman, Quintero, Wiggins, Tornek and Selvidge.

Commissioner Quintero announced there was no action to report from Closed Session.

10. ADJOURNMENT

There being no further business, the meeting was adjourned at 11:55 a.m.

Terry Tornek, Secretary

Date

Frank Quintero, President

Date

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MAY 16, 2016**

**THIRD AMENDMENT OF AVIATION HANGAR LEASE
AMBLIN' FILMS, INC.**

SUMMARY

At the May 2, 2016, meeting of the Finance and Administration Committee, the Committee voted 2–0 (one absent) to recommend to the Commission that it approve the proposed Third Amendment to the Aviation Hangar Lease ("Amendment") with Amblin' Films, Inc. ("Amblin"), formerly known as Dreamworks, LLC. The Amendment would allow Amblin's agreement to continue at the current monthly rate on a month-to-month basis past the termination date of April 23, 2016.

BACKGROUND

Amblin entered into an Aviation Hangar Lease ("Lease") with the Authority in June 2003 to lease Hangar 43, which is comprised of 20,800 square feet of hangar space and 4,800 square feet of office space located in the area known as the Clybourn complex of the Bob Hope Airport, located in the north western quadrant of the Airport. The initial Lease, which was for ten years, expired in May of 2013 and was later extended by the Second Amendment to May of 2018.

Amblin exercised its right under Section 2.3.7 to terminate the Lease as of April 23, 2016, but has requested a month-to-month extension due to the fact that the facilities at Van Nuys Airport, where it will be relocating, will not be ready until late May or June of this year.

A copy of the proposed Third Amendment is attached.

DETAILS

Key components of the proposed Third Amendment are as follows:

<u>Premises:</u>	Hangar 43, comprised of 20,800 sq. ft. of hangar space and 4,800 sq. ft. of office space
<u>Use:</u>	Storage of general aviation aircraft
<u>Term:</u>	Month-to-month
<u>Rent:</u>	\$46,352 per month
<u>Termination:</u>	Thirty (30) days' prior written notice by either party
<u>Other:</u>	Tenant pays expenses related to occupancy including maintenance, utilities and taxes.

RECOMMENDATION

At the May 2, 2016, meeting of the Finance and Administration Committee, the Committee voted 2-0 (one absent) to recommend to the Commission that it approve the proposed Third Amendment to the Aviation Hangar Lease with Amblin' Films, Inc. formerly known as Dreamworks, LLC, to allow Amblin's agreement to continue at the current monthly rate on a month-to-month basis past the termination date of April 23, 2016.

THIRD AMENDMENT OF AVIATION HANGAR LEASE

This THIRD AMENDMENT OF AVIATION HANGAR LEASE (the "Third Amendment") is dated _____ and is entered into by and between the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale and Pasadena, California pursuant to the California Joint Exercise of Powers Act ("Landlord") and AMBLIN FILMS, INC., a California corporation ("Assignee"), the assignee of the tenant's interest in the Lease described below.

RECITALS

A. Landlord and Dreamworks, L.L.C. entered into an Aviation Hangar Lease dated June 1, 2003 and amended it by a First Amendment of Aviation Hangar Lease dated December 15, 2008 and a Second Amendment of Aviation Hangar lease dated February 4, 2013 (the "Lease"). Capitalized terms used in this Third Amendment but not defined shall have the meaning set forth in the Lease.

B. Dreamworks, L.L.C. changed its name to DW Studios L.L.C.

C. Initial Tenant assigned the Lease to Assignee.

D. Assigner exercised its right under Section 2.3.7 to terminate the Lease as of April 23, 2016, but has requested that Landlord allow Assignee to continue possession after that date on a month-to-month basis at the same rental rate as in effect prior to April 23, 2016.

E. Landlord and Assignee desire to enter into this Third Amendment to permit such month-to-month tenancy at such rental rate.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual of terms and agreements hereinafter set forth, Landlord and Assignee hereby agree and confirm as follows:

1. **Holdover; Month-to-Month Tenancy.** As of April 23, 2016, the Lease shall continue on a month-to-month basis, terminable by either Assignee or Landlord upon thirty (30) days' prior written notice to the other.

2. **No Increase in Base Rent.** The Base Rent shall not increase during the month-to-month holdover tenancy described in Section 1, but shall remain at the rate in effect prior to April 23, 2016.

3. **Entire Agreement.** This Third Amendment contains the entire agreement of Landlord and Assignee with respect to the specific subject matter hereof.

IN WITNESS WHEREOF, Landlord and Assignee have duly executed this Third Amendment as of the date first written above.


LANDLORD:

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY

By: _____
Print Name: _____
Title: _____

ASSIGNEE:

AMBLIN' FILMS, INC.,
a California corporation

By:  _____
Print Name: Tammy Anderson
Title: Secretary

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MAY 16, 2016**

**CONSENT TO ASSIGNMENT OF
SUBLEASE BETWEEN AVJET CORPORATION/MERCURY AIR CENTER, INC.
AND
CONSENT TO FACILITY TENANT AGREEMENT BETWEEN
AVJET CORPORATION/JET AVIATION HOLDINGS USA, INC.**

SUMMARY

At the May 2, 2016, meeting of the Finance and Administration Committee, the Committee voted 2-0 (one absent) to recommend to the Commission that it authorize assignment of a January 28, 1999, Sublease ("Sublease") between Mercury Air Center, Inc., dba Atlantic Aviation ("Atlantic"), and Avjet Corporation ("Avjet") and consent to a Facility Tenant Agreement between Jet Aviation Holdings, Inc. ("Jet") and Marc J. Foulkrod ("Subtenant"). With the change in ownership of Avjet, an assignment of the Sublease is being requested as the Sublease requires consent of both the prime landlord and Atlantic. Separately, a Consent to a Facility Tenant Agreement by the Authority was requested under Section 9.1 of the Hangar Lease that was assigned from Avjet to Jet and approved by the Commission at its March 21, 2016, meeting.

BACKGROUND

At the March 21, 2016, Commission meeting, the Authority approved the assignment of the Ground Lease and Hangar Lease from Avjet to Jet due to a Stock Purchase Agreement dated March 3, 2016, for all of Avjet's stock to Jet. With this acquisition, Jet became the new owner of Avjet, with Avjet continuing to operate as it currently does at the Bob Hope Airport without any change of its personnel.

Because Jet is now the new owner of Avjet, Jet is seeking approval for other agreements that Avjet has with Atlantic and the Airport Authority. Jet is seeking Commission approval for the Sublease between Atlantic and Avjet for Hangars 6, 7, 7A, 7B. Under Section 8.01 of this Sublease, Avjet must obtain approval from both the prime landlord and Atlantic in order to assign the Sublease to Jet. A copy of the sublease consent executed by Atlantic is attached.

Jet also seeks to have the Commission approve a sublet of 2,952 square feet of office space in Hangar 25 to the Subtenant. Under Section 9.2 of the Ground Lease between the Authority and Avjet, Jet must obtain approval and consent from the Authority in order to sublet any portion of the premises. A copy of the sublease is attached.

IMPACT ON REVENUE

The proposed Consent to Assignments is revenue-neutral to the Authority.

RECOMMENDATION

At the May 2, 2016, meeting of the Finance and Administration Committee, the Committee voted 2-0 (one absent) to recommend to the Commission that it authorize the attached Consent of Assignment for the Sublease and Consent to Facility Tenant Agreement and that the Authority President be authorized to execute such consents.

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\\STAFF REPORTS\\COMMISSION\\5-16-2016 CONSENT TO ASSIGNMENT_
SUBLEASE BETWEEN AVJET CORPORATION-MERCURY AIR CENTER, INC._
CONSENT TO FACILITY TENANT AGREEMENT BETWEEN AVJET CORPORATION-JET
AVIATION HOLDINGS USA, INC.

LANDLORD CONSENT

THIS LANDLORD CONSENT is made as of _____, 2016, by BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY ("Master Landlord"), and MERCURY AIR CENTER-BURBANK, INC., a California corporation, dba Atlantic Aviation-BUR ("Atlantic"), to and for the benefit of AVJET CORPORATION ("Avjet").

WITNESSETH:

WHEREAS, Avjet entered into that certain Sublease between Atlantic's predecessor and Avjet dated January 28, 1999, as amended on October 28, 2013 (the "Sublease"), for the sublease of a portion of the premises leased by Atlantic from Master Landlord, as more particularly described in the Sublease, pursuant to the terms of that certain Development Ground Lease between Master Landlord and Atlantic's predecessor dated May 1, 1997 (the "Master Lease");

WHEREAS, Jet Aviation Holdings USA, Inc., a Delaware corporation ("Jet"), Avjet, The Marc J. Foulkrod Family Limited Partnership, a Nevada limited partnership ("Foulkrod"), Mark H. Lefever ("Lefever"), and Marc J. Foulkrod have entered into a Stock Purchase Agreement dated March 3, 2016, pursuant to which Foulkrod and Lefever will sell all of the issued and outstanding shares of capital stock in Avjet to Jet (the "Transaction");

WHEREAS, the Sublease requires that Avjet obtain the consent of Master Landlord and Atlantic to an "assignment" of the Sublease (as defined in the Sublease) by Avjet, and Avjet and Jet are hereby requesting such consent.

NOW THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of providing Jet and Avjet with the assurances set forth herein, Master Landlord and Atlantic hereby acknowledge, certify, covenant, represent and warrant to Jet and Avjet as follows:

1. Master Landlord and Atlantic hereby consent to the "assignment" of the Sublease by Avjet as contemplated by the Transaction.
2. The terms and conditions of the Sublease shall remain unchanged and in full force and effect after the closing of the Transaction.
3. This Landlord Consent shall inure to the benefit of Jet and Avjet and each of their respective successors and assigns and shall be binding upon Master Landlord and Atlantic and their respective successors and assigns.


[signature page follows]

IN WITNESS WHEREOF, Master Landlord and Atlantic have executed and delivered this Landlord Consent as of the date **first** above written.

BURBANK-GLENDALE-PASADENA AIRPORT
AUTHORITY

By: _____
Name: _____
Its: _____

MERCURY AIR CENTER-BURBANK, INC., a
California corporation, dba Atlantic Aviation-BUR

By: 
Name: LOUIS T. Pepper
Its: CEO

BBKLDOCS-#919951-v2-Mercury_Consent.DOCX

CONSENT TO FACILITY TENANT AGREEMENT

This CONSENT TO FACILITY TENANT AGREEMENT ("Consent") is dated _____, 2016 and is executed by the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale, and Pasadena, California pursuant to the California Joint Exercise of Powers Act ("Landlord") in favor of **AVJET CORPORATION** ("Tenant") and **MARC J. FOULKROD** ("Subtenant").

A. Landlord and Tenant entered into (i) a Development Ground Lease dated June 19, 2006 and three amendments (the "Development Ground Lease") for the lease of certain Leased Premises, as more particularly described in the Development Ground Lease.

B. Section 9.1 of the Development Ground Lease provides that the sublease of a portion of the Leased Premises is prohibited, except as provided in the Development Ground Lease.

C. Tenant, Jet Aviation Holdings USA, Inc. ("Jet"), The Marc J. Foulkrod Family Limited Partnership, Mark H. Lefever and Subtenant have entered into a Stock Purchase Agreement dated March 3, 2016.

D. The Stock Purchase Agreement provides that Jet shall sublease a portion of the Leased Premises to Subtenant for use as office space free of rent.

E. Jet and Subtenant have negotiated a Facility Tenant Lease, a copy of which is attached hereto as Exhibit A (the "Facility Tenant Lease"), which sets forth the terms and conditions of the sublease arrangement, which Facility Tenant Lease will be executed upon the closing of the transaction contemplated by the Stock Purchase Agreement (the "Transaction").

F. Authority desires to consent to the Facility Tenant Lease.

THEREFORE:

1. **Consent.**

Landlord hereby consents to the sublease of a portion of the Leased Premises to Subtenant pursuant to the attached Facility Tenant Lease. The terms and conditions of the Development Ground Lease shall remain unchanged and in full force and effect after the closing of the Transaction and the execution of the Facility Tenant Lease.

2. **No Release; Reservation of Rights.**

Neither the Facility Tenant Lease nor Landlord's consent thereto shall release Tenant from any liabilities or obligations heretofore or hereafter arising under the Development Ground Lease. Nothing in this Consent is intended to waive any defaults by Tenant that may exist under the Development Ground Lease, and Landlord hereby reserves all of its rights and remedies with respect to any such defaults.

**BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY**

By: _____

Print Name: _____

Title: _____

FACILITY TENANT AGREEMENT

This **FACILITY TENANT AGREEMENT** (the "Agreement"), dated as of March 31, 2016, is entered into by and between Avjet Corporation, a California Company with a place of business at 4301 Empire Avenue, Burbank, CA 91505 ("AVJET"), and MARC J. FOULKROD ("Customer").

WHEREAS, Customer wishes to utilize office space at Hangar 25 of the facility operated by AVJET at the Burbank Bob Hope Airport (the "Facility");

WHEREAS, at the Facility, AVJET maintains hangars for the storage of aircraft, leases office space, and provides aircraft maintenance and certain other services to aircraft operators;

WHEREAS, AVJET desires to provide to Customer office space at the Facility, as more particularly described herein; and

WHEREAS, Customer and AVJET desire to market each other's services to potential customers and aircraft owners.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Office Space

- a. AVJET hereby leases to Customer on the terms and conditions hereinafter stated, and Customer hereby leases from AVJET on such terms and conditions, certain Office Space consisting of approximately 2,952 rentable square feet of space in the building commonly known as Hangar 25 (the "Office Space"), and more particularly described as Suite 2B in Exhibit "A" attached hereto and incorporated herein, which shall be furnished in the manner in which the Office Space is currently furnished as of the date of this Agreement, upon the terms and conditions set forth herein.
- b. AVJET shall, at its expense, provide all utilities for the Office Space, including but not limited to heat and air conditioning, janitorial services, and security services, including any existing telephone and communication equipment. Customer shall pay the cost of telephone and communication service and the cost of installation and maintenance of any new telephone or communications equipment.
- c. Customer shall obtain written approval from AVJET prior to commencing any modification of existing office ceilings, wall boundaries or electrical and plumbing.
- d. AVJET shall afford Customer access to the Office Space seven (7) days per week and twenty-four (24) hours per day.

- e. In the event AVJET is required to close its operations at the Facility for reasons associated with terror attacks, high security lock downs, war or similar events, Customer acknowledges that advance notice to AVJET for building access by Customer may be required.
- f. Customer shall also have access to the hangar space in the building commonly known as Hangar 25 from time to time as reasonably necessary to show aircraft to prospective buyers. Notwithstanding the foregoing, Customer shall obtain AVJET's consent, which shall not be unreasonably withheld, prior to locating aircraft into the hangar space. All aircraft towing, ground handling, and hangar operations will be conducted solely by AVJET upon Customer's request.
- g. With AVJET's written consent, which consent shall not be unreasonably withheld, and subject to the Licensing Agreement entered into by the Parties dated March 25, 2016, Customer shall have the right to install signage at the Office Space bearing the name "Avjet Global Sales", provided that such signage complies with the policies and requirements of the Authority (as hereinafter defined). Notwithstanding the foregoing, AVJET hereby consents to a hand painted sign located on the glass office entry door.

2. Term

- a. This Agreement shall commence on March 31, 2016 (the "Commencement Date") and shall have a term of five (5) years (the "Term"). Upon the expiration of the Term, the Parties may enter into a new lease agreement with mutually agreed upon terms, and the parties agree to negotiate in good faith to agree to such terms. If Customer desires to enter into a new lease agreement with AVJET, Customer shall provide AVJET with notice at least sixty (60) days prior to the expiration of the Term.
- b. This Agreement will automatically terminate upon the termination or expiration of the June 19, 2006 Development Ground Lease (the "Development Ground Lease") entered into between AVJET and the Burbank Glendale Pasadena Airport Authority ("the Authority") or as otherwise expressly directed in writing by the Authority, and no damages, monies or compensation will be owed to Customer by AVJET. The Parties acknowledge that this Agreement is a sublease and that it is subject and subordinate to the terms of the Development Ground Lease in all respects. Customer represents that he has reviewed and agrees to comply with the terms of the Development Ground Lease. Notwithstanding the foregoing, in the event that the Development Ground Lease is terminated prior to the expiration of the Term, AVJET shall provide Customer with any available office space at its facility in Burbank or other available office space located at another Jet Aviation facility in California at which the parties mutually agree is suitable and appropriate.

- c. AVJET may terminate this Agreement upon written notice to Customer after the occurrence of any Event of Default by Customer that is not cured within the applicable cure period, if any, provided in Section 6 of this Agreement, or termination or expiration of the Development Ground Lease, or as otherwise expressly directed in writing by the Authority. Upon any such termination, Customer shall remove all of Customer's property from the Hangar and pay to AVJET all outstanding fees and other charges due and owing AVJET under this Agreement, if any, on or before the effective date of termination. If Customer should fail to vacate the Office Space within such period, AVJET may, to the extent permitted by applicable law, peaceably enter upon the Office Space and remove Customer's property without further notice, demand or court proceeding and without liability to Customer. AVJET shall be under no duty or obligation to store or maintain any of Customer's property at any time and shall not be liable to Customer for any damage to or destruction of such property. If AVJET stores the property, Customer shall be liable to AVJET for the costs and expenses of transportation and storage.

3. Payment

In consideration of and as contemplated by that certain Stock Purchase Agreement by and among Jet Aviation Holdings USA, Inc., AVJET, the Marc J. Foulkrod Family Limited Partnership and Mark H. Lefever dated March 3, 2016 (the "SPA"), AVJET shall provide the Office Space free of rent for the Term.

- a. Customer, upon performance of the covenants on Customer's part to be performed, shall and may peaceably and quietly have, hold and enjoy the Office Space during the Term of this Agreement.
- b. Customer shall also have the right to use free of charge the following amenities at the Facility:
 - (i) A reasonable number of automotive parking spaces existing as of the original date of this Agreement, which shall include three (3) covered parking spaces; and
 - (ii) The common areas including halls, lobbies, delivery passages, drinking fountains, public toilets and the like (the "Common Areas").
- c. Customer shall keep and maintain the Office Space and every part thereof in good and clean condition and in accordance with reasonable rules or regulations established by AVJET or the Authority from time to time during the term of this Agreement (see Schedule 1 attached); provided, however, that AVJET shall perform all reasonable and necessary repairs and replacements to the exterior and structure of the Facility and the Common Areas and to the systems serving the Office Space. Customer further agrees to adhere to the Development Ground Lease in all respects as to its use of the Office Space, Facility, and surrounding premises, including,

but not limited to, the disposal of trash, hazardous materials, and permitted uses. Customer shall not make any alterations or additions to the Office Space without first obtaining AVJET's written permission and shall return occupancy at the termination of this Agreement in the same and in as good condition as exists on the date of this Agreement, reasonable wear and tear, damage by fire or casualty through no fault of Customer, and modifications expressly approved by AVJET excepted.

- d. Apart from the Office Space and the Common Areas, Customer agrees not to use any other AVJET facilities or property, including but not limited to Hangar 25's hangar space, without AVJET's prior express consent.
- e. Customer employees and guests shall abide by safety regulations imposed by federal and local authorities, including but not limited to the use of goggles and hearing protectors, and their proper use shall not be the responsibility of AVJET. AVJET shall be held harmless and without obligation for any and all damage or injury caused by the negligent utilization of the Office Space and equipment therein by Customer or Customer's employees and guests.

4. Insurance

- a. Customer shall, at its expense, carry and maintain in full force and effect, with an insurer acceptable to AVJET, the following insurance coverages:
 - (i) Fire Legal sub-limit of at least \$500,000.
 - (ii) Liability insurance for bodily injury / property damage to Aircraft Hangars and their content sub-limit of at least \$2,000,000.
 - (iii) Automobile liability insurance to a minimum limit of one million dollars (\$1,000,000) per occurrence for all of Customer's owned, non-owned or hired vehicles operating on or proximate to the Facility.
- b. Any insurance policy carried by Customer in accordance with Section 4.a., and any insurance policy taken out in substitution or replacement therefore, shall:
 - (i) except with respect to Workers' Compensation, designate AVJET and, if requested by AVJET, the Authority, as Additional Insured;
 - (ii) provide that, if (1) such policy is canceled for any reason, or (2) any substantial change is made in the coverage thereunder that adversely affects the interests of AVJET, or (3) such policy is allowed to lapse or be canceled for non-payment of premium, any such cancellation, substantial change in coverage or lapse shall not become effective until thirty (30) days, or in the event of non-payment of premium, ten (10) days advance notice in writing to AVJET;

- (iii) be primary insurance without the right of contribution from any insurance carried by AVJET;
 - (iv) provide that AVJET shall have no obligation or liability for premiums, assessment, or calls in connection with such insurance policy; and
- c. Within thirty (30) days after execution and delivery of this Agreement, Customer shall deliver to AVJET certificates of insurance, issued by Customer insurer in form acceptable to AVJET, evidencing the coverage referred to in Sections 4.a. and b. Each such certificate shall indicate the date and number of the policy, the exact name of the insured thereon, and the coverage thereunder applicable. Certificates will be issued at each subsequent renewal as long as agreement is in effect.
- d. Customer waives any claims it may have against AVJET, its officers, agents, employees or affiliates for any loss or damage to Customer's property except to the extent caused by negligence or intentional or willful misconduct of AVJET, its officers, agents, employees or affiliates.

5. Destruction of the Office Space

- a. If the Office Space is damaged or destroyed, in whole or in part, by fire, casualty, or acts of God or the public enemy, AVJET may, at its option, give notice to Customer within sixty (60) days after such damage or destruction terminating this Agreement as of the date specified in such notice, which date shall be no less than thirty (30), nor more than sixty (60), days after the giving of such notice. In the event of giving such notice, this Agreement shall expire on the date specified in such notice. If AVJET does not exercise its option to give such notice, it shall restore the Office Space to a tenantable condition promptly, but in any event not later than two hundred seventy (270) days after the aforementioned damage or destruction.
- b. Notwithstanding the foregoing, if the Office Space is damaged or destroyed as a result of the negligence, omission, or willful act of Customer, its agents, representatives, employees, guests or invitees, then Customer shall be responsible for the restoration of the Office Space to its original condition.

6. Events of Default

An "Event of Default" will occur if either party:

- (i) Fails to perform any of the terms, covenants, or conditions contained in this Agreement required to be performed by such party; or
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of creditors.

7. Curing an Event of Default

- a. If any one or more Events of Default by AVJET or Customer shall occur and be continuing, the other party may give notice pursuant to Section 10 to the party in default specifying such Event of Default and stating that this Agreement shall terminate on a specified date, which date shall be at least thirty (30) days after the date of giving such notice, unless such Event of Default shall have been cured by such date;
- b. Notwithstanding the provisions of Section 7.a., if any Event of Default is of such a nature that the same cannot reasonably be cured within said thirty (30) day period, and failure to cure the same within such period will not have an immediate adverse effect upon AVJET, then if the party in default shall have diligently commenced the curing of such Event of Default during said thirty (30) day period, the party in default shall have an additional fifteen (15) days, for a total of not more than forty-five (45) days to cure the Event of Default.
- c. If the Event of Default is non-payment of any amounts due AVJET by Customer under this Agreement, then AVJET may terminate this Agreement by giving Customer notice of termination fifteen (15) days prior thereto, unless such Event of Default shall have been cured within such fifteen (15) days.
- d. If, after the periods specified in Sections 7.a., b. or c. have expired, the Event of Default shall still be continuing, this Agreement shall then automatically terminate. The non-defaulting party shall retain all of its rights to take action against the defaulting party, whether in law or in equity.

8. Force Majeure

Neither party nor any of its officers or directors shall be liable for, nor shall they, or any of them, be deemed in default under this Agreement on account of any failure or delay in performance (other than payments required under this Agreement and the requirements relating to the maintenance of insurance) due to causes beyond their control. Said causes include, but are not limited to, delays due to strikes, acts of God, fires, flood, the actions of the United States Government or any other government or agency thereof, both foreign and domestic, or the failure to receive essential parts or services from suppliers.

9. Illegality

Notwithstanding anything in this Agreement to the contrary, if Customer is unable to use the Hangar Space or Office Space because the use thereof as contemplated by this Agreement is in violation of any federal, state or municipal law or regulation, and if AVJET cannot cure such violation within thirty (30) days of notice of such violation Customer may terminate this Agreement immediately upon written notice to AVJET and any charges payable or due by Customer under this Agreement to

AVJET shall be proportionately paid up to the earlier of (i) the date of termination or (ii) the date Customer is unable to use any such Office Space for the purposes contemplated by this Agreement

10. Notices

All notices, demands, or other communications to be delivered or given hereunder shall be in writing and shall be deemed to be duly given upon personal delivery or upon mailing if sent, postage prepaid, by certified or registered mail, return receipt requested, as follows:

If to Customer: 9269 Stockton Road
 Moorpark, CA 93021

If to AVJET: Jet Aviation Holdings USA, Inc.
 c/o General Dynamics Corporation
 2941 Fairview Park Drive
 Suite 100
 Falls Church, VA 22042
 Attention: Gregory S. Gallopoulos and Michael S. Dufault
 Facsimile: (703) 876-3554

Either party may change the address to which such communications are to be directed to it and the person to whose attention such communications are to be delivered, by giving notice to the other party in the manner provided in this Section 10.

11. Entire Agreement; Amendment

- a. This Agreement contains the entire agreement and understanding between the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, arrangements and understandings relating to such subject matter.
- b. This Agreement may be amended, superseded or canceled, and any of the terms thereof may be waived, only by a written instrument specifically stating that it amends, supersedes or cancels this Agreement or waives any of the terms hereof, executed by a corporate officer of each of the parties, or in the case of a waiver, by the corporate officer of the party waiving compliance.

12. Waivers

The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce same. No waiver by any party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any

such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

13. Certain Interpretive Matters

- a. Section headings contained in this Agreement are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Agreement.
- b. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- c. No provision of this Agreement shall be interpreted in favor of, or against, either party hereto by reason of the extent to which any such party or its legal counsel participated in the drafting thereof or by reason of the extent to which such provision is inconsistent with any prior draft of this Agreement.
- d. The words "herein," "hereof," "hereto," "hereunder" and words of similar import refer to this Agreement.
- e. The term "Agreement" as used herein shall mean this Agreement and Exhibit A attached hereto.

14. Assignment; Successors

Neither this Agreement nor the rights and obligations hereunder may be assigned or transferred in any manner by any party without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

15. Confidentiality

All financial terms and conditions including the payments to be made by Customer to AVJET pursuant to this Agreement are considered confidential information by AVJET and Customer and each party agrees to keep such information confidential, except as may be required to the contrary by any applicable law, rule or regulation.

16. Applicable Law/Venue

This Agreement shall be construed and governed in accordance with the laws of the State of California without regard to its conflict of laws principles, and the parties agree and consent to exclusive venue and jurisdiction in the federal courts of California. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

17. Waiver of Jury Trial

The parties hereby knowingly, voluntarily and intelligently waive their rights to a jury trial in any action, suit or proceeding relating to, arising under or in connection with this agreement and any other document, agreement or instrument executed and delivered in connection with the foregoing. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

18. Limitation of Liability/Exclusion of Punitive and Consequential Damages

Notwithstanding any provision of this agreement to contrary, under no circumstances shall either party be liable to the other (i) for any punitive, exemplary or other special damages arising under or relating to this agreement or the subject matter hereof, (ii) for any indirect, incidental or consequential damages (including without limitation loss of use, income, profits or anticipated profits, business or business opportunity, savings, data, or business reputation) arising under or relating to this agreement or the subject matter hereof, regardless of whether such damages are based in contract, breach of warranty, tort, negligence or any other theory, and regardless of whether such party has been advised of, knew of, or should have known of the possibility of such damages. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

19. Indemnification

To the extent permitted by law, each Party shall defend, indemnify, and hold harmless the other Party and its affiliates, and its and their respective employees, officers, directors and agents, from and against all claims, demands, suits, actions or other proceedings brought by third parties ("Claims"), and from and against all damages, payments made in settlement, and other liability payable to such third parties, and all costs and expenses incurred (including reasonable attorneys' fees), as a result of such Claims (collectively, "Losses"), to the extent such Claims: (i) arise out of or are or were caused by Indemnifying Party's breach of its obligations under this Agreement or (ii) arise out of or are or were caused by the Indemnifying Party's negligence or willful misconduct. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

20. Severability

- a. The provisions of this Agreement shall be deemed independent and severable and the invalidity, partial invalidity or unenforceability of any one provision or portion of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- b. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability and any prohibition or unenforceability in any particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

21. Attorneys' Fees

If either party hereto receives a judgment or award in its favor against the other party hereto in any litigation or proceeding concerning this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and other costs and expenses incident to such litigation or proceeding.

22. Property Rights

Nothing in this Agreement shall be construed or deemed to construe a grant of an interest in real property or to convey an estate or to vest property rights in Customer, nor shall this Agreement or its performance be interpreted to create a partnership, agency, joint venture, bailment, trust or fiduciary relationship between AVJET and Customer.

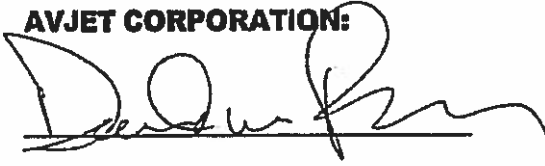
[SIGNATURE PAGE TO FOLLOW]

EXHIBIT A

Facility Tenant Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day first above written.

AVJET CORPORATION:

A handwritten signature in black ink, appearing to read 'David Paddock', is written over a horizontal line.

Name: David Paddock

Title: President

Signature Page to Facility Tenant Agreement

CUSTOMER:



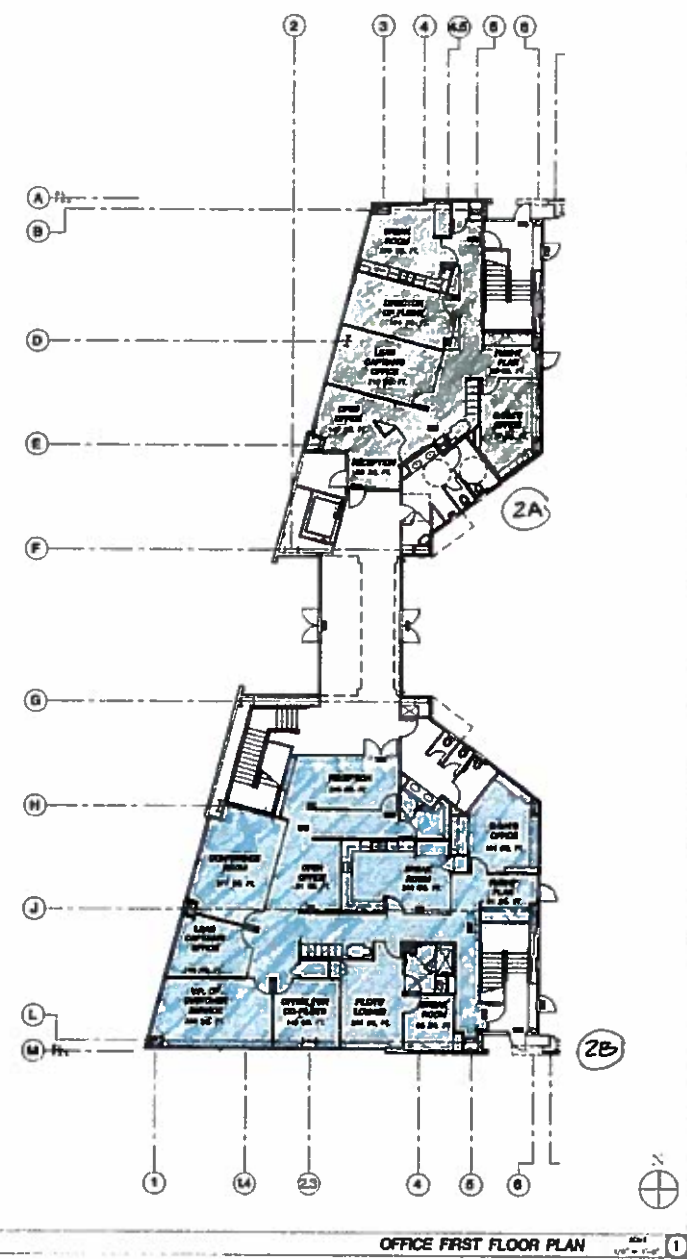
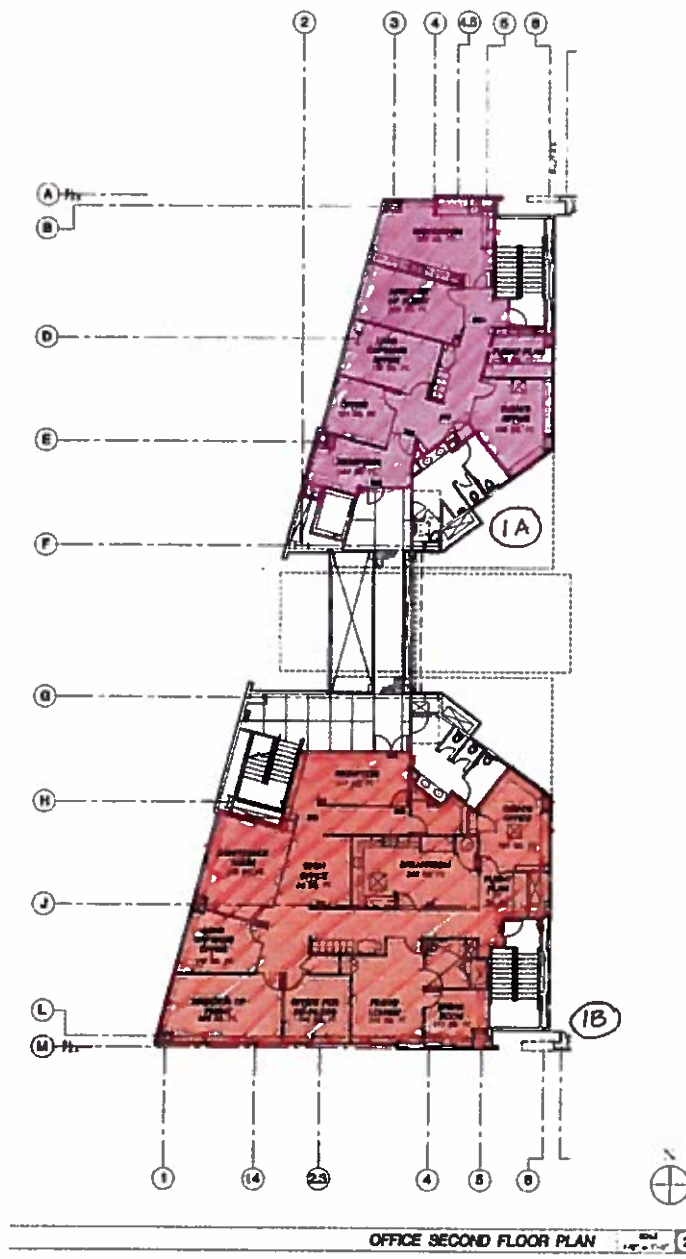
Name: Marc J. Foulkrod

Date: 3-25-16

Signature Page to Facility Tenant Agreement

EXHIBIT "A"

[ATTACH DESCRIPTION OF OFFICE SPACE]



- (2A) 1,551 SF
- (1A) 1,605 SF
- (1B) 2,905 SF
- (2B) 2,952 SF

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MAY 16, 2016**

**RATE ADJUSTMENT AND AGREEMENT EXTENSION FOR
HSS, INC. STAFFING SERVICES**

SUMMARY

At the May 2, 2016, Operations and Development Committee meeting, the Committee voted unanimously (3-0) to recommend to the Commission that it: 1) approve a CPI rate adjustment to the Professional Services Agreement ("Agreement") with HSS, Inc. ("HSS") at Bob Hope Airport; 2) approve Staff's recommendation to extend the HSS Agreement for a one-year period through July 31, 2017; and 3) concur with Staff's recommendation to not approve an additional wage increase proposed by HSS.

The proposed CPI rate adjustment will be applied retroactively to August 1, 2015, totaling approximately \$12,115 for FY 2015/2016. The current Agreement with HSS is scheduled to expire on July 31, 2016, and based on its performance, Staff recommends a one-year extension to July 31, 2017.

BACKGROUND

HSS provides a valuable service to the Airport community with professional services including traffic control, guard booth staffing, and inspection services. HSS has been at Bob Hope Airport since August 1, 2013. During this time HSS has displayed a good level of service. HSS has met all of the extensive training required in security procedures, customer service, and Airport standards.

In July 2013 HSS was awarded an initial three-year contract with two one-year extensions. The Agreement provides for, at the sole discretion of the Authority, a CPI rate adjustment beginning in year two of the Agreement.

HSS also requested a separate wage adjustment amounting to approximately \$56,626 per year, which is not provided for in the current Agreement and is not recommended by Staff. This request is based on minimum wage requirements in California increasing to \$10 dollars per hour on January 1, 2016. Under the Agreement the Authority currently pays HSS the inclusive rate of \$16.98 per hour.

Staff believes that the CPI adjustment in the annual amount of \$12,115 is warranted and should be retroactively applied effective July 31, 2015. Staff also believes that the contract security marketplace has not changed substantially since the Agreement was awarded and therefore Staff recommends exercising the first of two one-year extension options to July 31, 2017.

BUDGET IMPACT

As part of the FY 2015/2016 budget process, Staff included a potential CPI adjustment. The proposed \$12,115 can be accommodated in that budgeted amount.

RECOMMENDATION

At the May 2, 2016, Operations and Development Committee meeting, the Committee voted unanimously (3–0) to recommend to the Commission that it: 1) approve a CPI rate adjustment to the Agreement with HSS; 2) approve Staff's recommendation to extend the HSS Agreement for a one-year period through July 31, 2017; and 3) concur with Staff's recommendation to not approve an additional wage increase proposed by HSS.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority/HSS, Inc.)**

This Amendment No. 1 ("First Amendment") to the August 1, 2013 Professional Services Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority") and HSS, Inc. ("Consultant") is dated _____, 2016 reference purposes.

RECITALS

- A. The parties executed the Agreement to provide for the Authority's engagement of Consultant as an independent contractor to perform airport security and traffic control services.
- B. The parties desire to amend the Agreement to memorialize: (i) the Authority's exercise of its first extension option; and (ii) the Authority's approval of Consumer Price Index-based adjustment to the fee schedule.

NOW, THEREFORE, the parties agree as follows:

1. **Exercise of First Extension Option.** The parties acknowledge that this First Amendment shall constitute the Authority's written notice to Consultant of the Authority's exercise of its first extension option. The parties further acknowledge that, unless extended by the Authority pursuant to Section 3(B) of the Agreement or terminated by either party pursuant to Section 11, the Agreement shall remain in full force and effect until July 31, 2017.
2. **Substitution of Exhibit B-1.** Exhibit "B" of the Agreement is replaced with the attached Exhibit B-1. Such substitution shall be deemed effective retroactively to July 31, 2015.
3. **Effective Date.** This First Amendment shall be effective upon execution.
4. **Preservation of Agreement.** Except as expressly modified by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

TO EFFECTUATE THIS FIRST AMENDMENT, the parties have caused their duly authorized representatives to execute this First Amendment by signing below.

Burbank-Glendale-Pasadena
Airport Authority

HSS, Inc.

Frank Quintero, President



☐ Chairman ☒ 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.]

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

Exhibit "B-1"
Revised Fee Schedule

(attached)

HSS, Inc.

Burbank-Glendale-Pasadena Airport Authority

HOURLY BILL RATE & EMPLOYEE HEADCOUNT

	<u>REG RATE</u>	<u>OT RATE</u>	<u>HOL RATE</u>	<u># HEADS</u>
<i>Security Officer:</i>				
Secured Area North Checkpoint	\$ 17.18	\$ 25.77	\$ 25.77	5
Secured Area West Checkpoint	17.18	25.77	25.77	5
Short Term Parking Checkpoint	17.18	25.77	25.77	4
Vehicle Traffic Control	17.18	25.77	25.77	9
<i>Supervisors:</i>				
Airport Security Supervisors	\$ 23.30	\$ 34.95	\$ 34.95	4
TOTAL HEADCOUNT:				27

CONTRACT AMOUNT

All Inclusive Annual Contract Amount : 896,700
(including Holidays)

BREAKDOWN FOR EACH PROPOSED HOURLY RATE

	<u>NORTH</u>	<u>WEST</u>	<u>PARKING</u>	<u>TRAFFIC</u>	<u>SUPERVISORS</u>
Wage & Benefits	\$ 13.49	\$ 13.49	\$ 13.49	\$ 13.49	\$ 19.89
Mark-up	1.45	1.45	1.45	1.45	1.38
New Technology & Equip	0.07	0.07	0.07	0.07	0.07
Office Space - Leased	0.18	0.18	0.18	0.18	0.18
Other	1.98	1.98	1.98	1.98	1.78
TOTAL HOURLY RATE:	\$ 17.18	\$ 17.18	\$ 17.18	\$ 17.18	\$ 23.30

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MAY 16, 2016**

**AVIATION HANGAR LEASE
DELUX PUBLIC CHARTER, LLC**

SUMMARY

Delux Public Charter, LLC, ("Delux"), a Federal Aviation Regulation Part 135 aircraft operator that is owned by JetSuite, Inc. ("JetSuite"), is seeking to enter into an aviation hangar lease (copy attached) with the Burbank-Glendale-Pasadena Airport Authority ("Authority") to lease a portion of Hangar 2 at the Burbank Bob Hope Airport ("Airport"). This lease includes hangar, office, shop, vehicle parking and ramp space and will generate \$14,245.34 per month. Delux will provide private jet service to the public by offering scheduled, on-demand charter service. At the May 2, 2016, meeting of the Finance and Administration Committee, the Committee voted 2-0 (one absent) to recommend to the Commission that it approve the proposed Aviation Hangar Lease with Delux and authorize the Authority President to execute same.

BACKGROUND

In February 2016 JetSuite, the fourth largest private jet operator in the United States, contacted Staff requesting to lease certain general aviation facilities at the Airport to support its public charter operations. In order to accommodate JetSuite's expedited schedule, Staff negotiated terms to allow JetSuite in Hangar 2 on April 11, 2016, to begin improving the facilities for operations by Delux, its affiliated entity. Delux will provide private jet service to the public by offering scheduled flights, published solely on its company website. Delux will not operate out of the air carrier terminal building.

Initially, Delux plans to have service to and from the Airport and Concord's Buchanan Field in the San Francisco Bay area. Delux plans to eventually expand service in the coming months to include flights to and from San Diego, Las Vegas, Phoenix and other destinations.

The management team behind JetSuite and Delux includes principals who launched JetBlue, including CEO Alex Wilcox, who was a member of JetBlue's founding management team. JetSuite has provided private jet service since 2009 on aircraft including four-seat Phenom 100s and six-seat CJ3 aircraft. With the acquisition of ten Embraer E135 jets, Delux will be initiating public charter service and will also continue to provide private charter operations.

DETAILS

This lease will be retroactive to April 11, 2016, and includes hangar, office, shop, vehicle parking and ramp space. Key components of the lease are as follows:

<u>Term:</u>	Three years
<u>Extension:</u>	Two One-year Extension Options
<u>Commencement:</u>	April 11, 2016

<u>Rent:</u>	\$14,245.34 monthly; \$170,944.08 annually
<u>Premises:</u>	Office space totaling 1,873 sq. ft., 5,145 sq. ft. of hangar space, 741 sq. ft. of shop space, 14,736 sq. ft. of ramp space and 40 parking spaces at Hangar 2
<u>Use:</u>	Support space for Public Charter Operations
<u>Termination:</u>	Either party with sixty (60) days' notice
<u>Security Deposit:</u>	\$42,736.02 (three (3) months' rent)
<u>Other:</u>	Tenant to pay all expenses related to its occupancy including maintenance, utilities, rest room maintenance, trash and any applicable taxes

BUDGET IMPACT

The proposed Aviation Hangar Lease for vacant office, hangar, ramp, and shop space, plus 40 parking spaces will provide the Authority with a positive budget impact of \$14,245.34 per month, or \$170,944.08 annually.

RECOMMENDATION

At the May 2, 2016, meeting of the Finance and Administration Committee, the Committee voted 2-0 (one absent) to recommend to the Commission that it approve the proposed Aviation Hangar Lease with Delux and authorize the Authority President to execute same.

MARCH 2016

Burbank Bob Hope Airport

REVENUE PASSENGERS	March			January - March		
	2016	2015	% Change	2016	2015	% Change
Signatory Airlines						
Alaska Airlines	37,310	34,206	9.07%	98,335	96,757	1.63%
American Airlines (US Airways)	13,649	13,743	-0.68%	38,827	39,330	-1.28%
Delta Air Lines	7,293	6,830	6.78%	19,526	16,296	19.82%
JetBlue Airways	8,216	8,138	0.96%	22,632	22,265	1.65%
SeaPort Airlines	0	1,556	-100.00%	277	2,844	-90.26%
Southwest Airlines	250,884	253,017	-0.84%	697,206	690,836	0.92%
United Airlines	20,982	19,942	5.22%	56,991	50,809	12.17%
Total Revenue Passengers	338,334	337,432	0.27%	933,794	919,137	1.59%
Inbound (deplaned)	168,331	168,275	0.03%	465,318	458,250	1.54%
Outbound (enplaned)	170,003	169,157	0.50%	468,476	460,887	1.65%

AIRCRAFT OPERATIONS *	March			January - March		
	2016	2015	% Change	2016	2015	% Change
Air Carrier	4,267	3,850	10.83%	12,188	10,900	11.82%
Air Taxi	906	1,431	-36.69%	2,860	3,867	-26.04%
General Aviation	3,264	3,370	-3.15%	10,016	9,654	3.75%
Military Itinerant	88	118	-25.42%	276	278	-0.72%
Civil Local	2,392	2,571	-6.96%	8,962	7,786	15.10%
Military Local	1	22	-95.45%	1	24	-95.83%
Total Aircraft Operations	10,918	11,362	-3.91%	34,303	32,509	5.52%

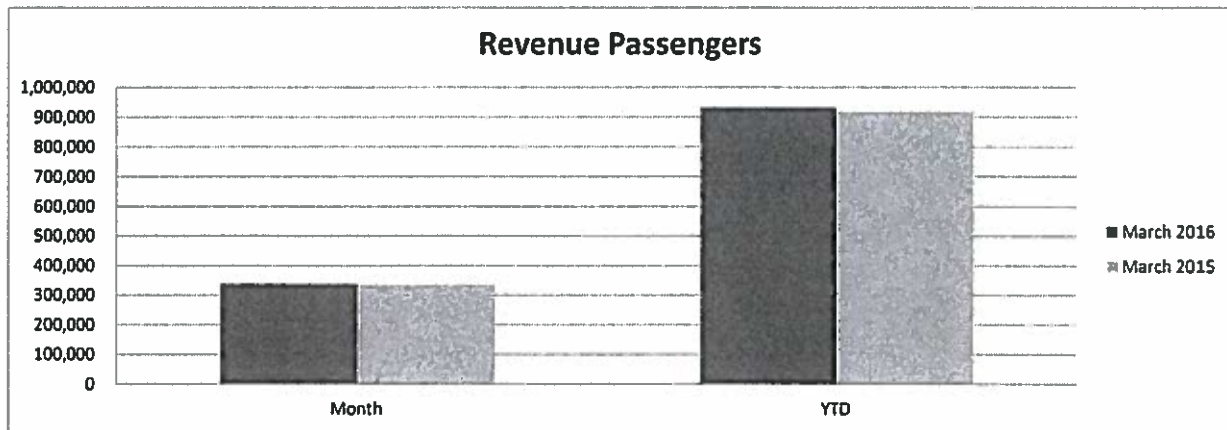
* Source: FAA Tower Daily Airport Operations Count, adjusted to show Canadair Regional Jet-200 operations as Air Carrier. Includes Bob Hope Airport arrivals/departures only; excludes aircraft that enter local air space but do not land or take off at Bob Hope Airport.

Burbank Bob Hope Airport

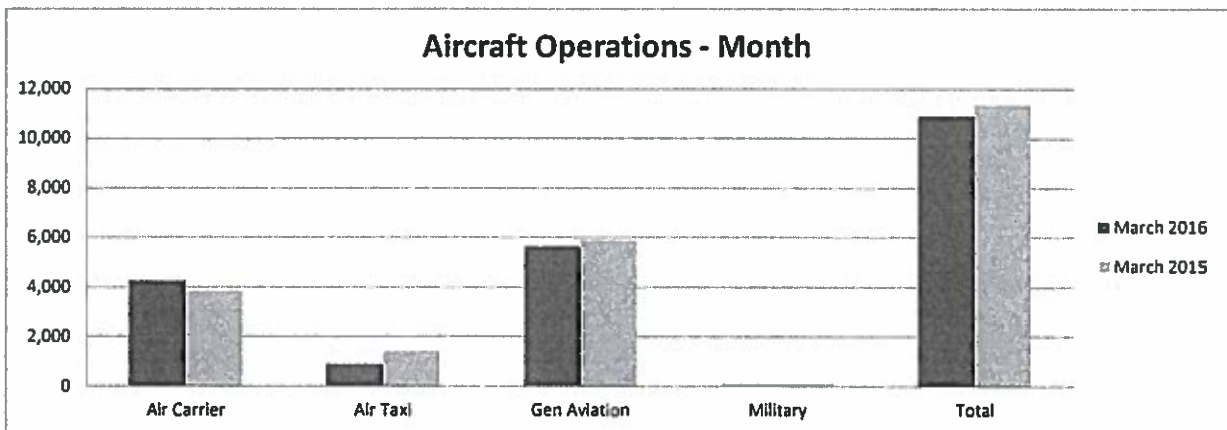
AIR CARGO (lbs.)	March			January - March		
	2016	2015	% Change	2016	2015	% Change
Signatory Airlines						
Alaska Airlines	397	802	-50.50%	1,191	1,206	-1.24%
American Airlines (US Airways)	0	205	-100.00%	0	218	-100.00%
Delta Air Lines						
JetBlue Airways						
SeaPort Airlines						
Southwest Airlines	157,557	173,262	-9.06%	482,516	560,519	-13.92%
United Airlines						
Other Scheduled Carriers						
Federal Express	4,143,435	4,288,987	-3.39%	11,624,244	12,603,102	-7.77%
United Parcel Service	4,174,520	4,160,260	0.34%	11,414,927	12,373,392	-7.75%
Charter/Contract Carriers						
AirNet Express	2,437	3,464	-29.65%	7,683	3,464	121.80%
Ameriflight	219,079	246,667	-11.18%	613,362	754,526	-18.71%
Total Air Cargo	8,697,425	8,873,647	-1.99%	24,143,923	26,296,427	-8.19%
	=====	=====	=====	=====	=====	=====
Inbound (deplaned)	4,226,726	4,167,082	1.43%	11,714,049	12,492,873	-6.23%
Outbound (enplaned)	4,470,699	4,706,565	-5.01%	12,429,874	13,803,554	-9.95%

MAIL (lbs.)	March			January - March		
	2016	2015	% Change	2016	2015	% Change
United Parcel Service	12,100	442,544	-97.27%	92,408	1,167,876	-92.09%
Total Mail	12,100	442,544	-97.27%	92,408	1,167,876	-92.09%
	=====	=====	=====	=====	=====	=====
Inbound (deplaned)	0	297,016	-100.00%	44,815	890,091	-94.97%
Outbound (enplaned)	12,100	145,528	-91.69%	47,593	277,785	-82.87%

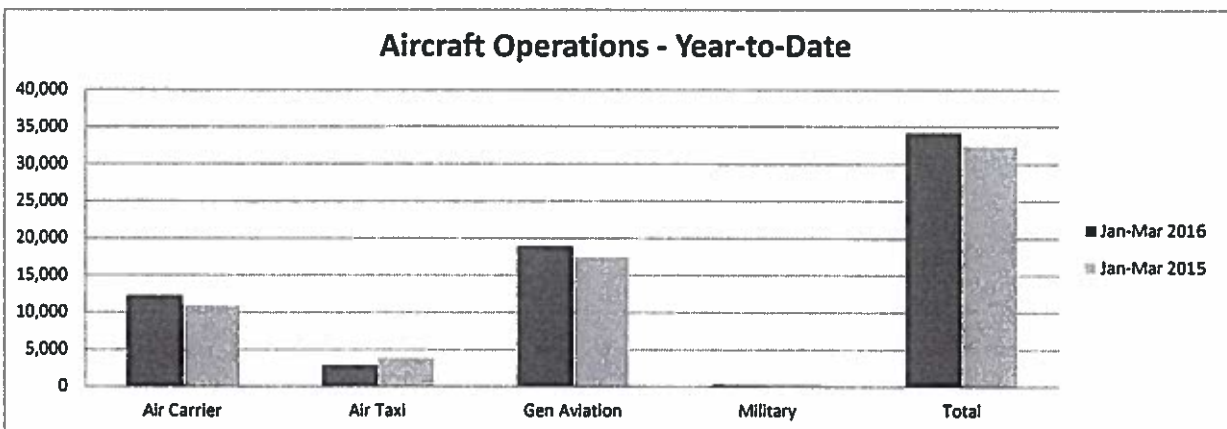
MARCH 2016



Revenue Passengers	Month	YTD
March 2016	338,334	933,794
March 2015	337,432	919,137
% Change	0.27%	1.59%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
March 2016	4,267	906	5,656	89	10,918
March 2015	3,850	1,431	5,941	140	11,362
% Change	10.83%	-36.69%	-4.80%	-36.43%	-3.91%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Mar 2016	12,188	2,860	18,978	277	34,303
Jan-Mar 2015	10,900	3,867	17,440	302	32,509
% Change	11.82%	-26.04%	8.82%	-8.28%	5.52%



News Release

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
2627 Hollywood Way, Burbank, CA 91505
(818) 840-8840 (818) 848-1173 FAX
WWW.BOBHOPEAIRPORT.COM

CONTACT: LUCY M. BURGHODRF

FOR IMMEDIATE RELEASE

TELEPHONE: (818) 840-8840

AIRPORT AUTHORITY SELECTS "HOLLYWOOD BURBANK" AS NEW BRAND IDENTITY FOR BOB HOPE AIRPORT

*Hollywood Burbank Brand to Be Used for Marketing Purposes;
Airport's Legal Name Will Remain Bob Hope Airport*

BURBANK, Calif., May 3, 2016 — On Monday, May 2, the Burbank-Glendale-Pasadena Airport Authority selected "Hollywood Burbank Airport" as the new marketing brand identity for Bob Hope Airport. The Hollywood Burbank brand was chosen for its strong geographic recognition among travelers and will be used to market the Airport to passengers, particularly those who live east of the Rocky Mountains. The Airport's legal name will remain Bob Hope Airport.

"We believe the Hollywood Burbank branding identity will let passengers know that they have more than one airport choice when they fly into the Los Angeles Basin," said Airport Authority President Frank Quintero. "The City of Burbank is known as the Media Capital of the World and we want to promote its proximity to popular centers of entertainment."

In January 2015, the Authority signed a contract with Anyone Collective LLC, a brand management and creative services agency in South Pasadena, to conduct research and develop a brand identity that would more strongly identify the Airport's geographic location. In addition to

(more)

HOLLYWOOD-BURBANK REBRANDING
05/02/16
2-2-2-2-2

conducting research on search engine optimization (SEO) returns for potential brand identities, Anyone Collective also interviewed and surveyed Authority Commissioners; Airport staff; members of the Burbank, Glendale, and Pasadena communities; and frequent travelers based east of the Rocky Mountains before bringing its suggestions to the Authority.

The selection of the new brand identity is the first step in the two-phase Airport rebranding process. The remainder of the first phase will be dedicated to the creation of branding materials, including an Airport logo and identity. The second phase will focus on the strategic implementation and execution of the new Hollywood Burbank Airport brand identity.