



November 11, 2016

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

NOTICE is hereby given that a special meeting of the Burbank-Glendale-Pasadena Airport Authority will be held Monday, November 14, at 9:00 a.m., in the Airport Skyroom of the Hollywood Burbank Airport, 2627 Hollywood Way, Burbank, California 91505.

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



SPECIAL COMMISSION MEETING

AGENDA

NOVEMBER 14, 2016

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Special Meeting of Monday, November 14, 2016

9:00 A.M.

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

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

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

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

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

(i) October 3, 2016

[See page 1]

- 2) Finance and Administration Committee
 - (i) September 19, 2016 *[See page 3]*
- 3) Legal, Government and Environmental Affairs Committee
 - (i) October 3, 2016 *[See page 6]*
- b. Commission Minutes (For Approval)
 - 1) October 17, 2016 *[See page 8]*
- c. First Amendment to Lease and Concession Agreement
BRICKANDMORTAR.ME, INC. *[See page 15]*
- d. Amendment No. 1 to Richards Watson & Gershon
Legal Services Agreement *[See page 18]*
- 6. ITEMS FOR COMMISSION APPROVAL
 - a. Disadvantaged Business Enterprise Goal for
Federal Fiscal Years 2017, 2018 and 2019 *[See page 20]*
 - b. Swanson Rink Professional Services Agreement
Recapitalization in Node 1 and Node 2
Baggage Screening Equipment *[See page 22]*
 - c. June 2016 Treasurer's Report –
Highlights of FY 2016 Performance *[See page 33]*
- 7. ITEMS FOR COMMISSION DISCUSSION
 - a. Results of Measure B Election
- 8. ITEMS FOR COMMISSION INFORMATION
 - a. Airline Schedule Change Analysis *[See page 59]*
 - b. September 2016 Passenger/Cargo Statistics
and Parking Information *[See page 62]*
- 9. CLOSED SESSION
 - a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(California Government Code Section 54957(b))

Title: Executive Director
- 10. ADJOURNMENT

COMMISSION NEWSLETTER
November 14, 2106

[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. October 3, 2016, Operations and Development Committee; October 3, 2016, Legal, Government and Environmental Affairs Committee; and September 19, 2016, Finance and Administration Committee.
- b. **COMMITTEE MINUTES:** October 17, 2016: The draft minutes of this meeting are attached for Commission review and approval.
- c. **FIRST AMENDMENT TO LEASE AND CONCESSION AGREEMENT BRICKANDMORTAR.ME., INC.:** At the October 17, 2016, meeting of the Finance and Administration Committee, the Committee voted unanimously (3–0) to recommend to the Commission that it approve the proposed First Amendment to the Lease and Concession Agreement with BRICKANDMORTAR.ME, INC., dba Up Pup 'N' Away. On July 11, 2016, the Commission approved the Agreement with Up Pup 'N' Away for a 40-square-foot retail kiosk located in Terminal A specializing in pet products. The proposed first amendment is for an additional 16 square feet of space to support additional merchandise display and storage space. This proposed Amendment will increase the total space rent received by an additional \$288 annually. A copy of the Amendment is included in the agenda packet.
- d. **AMENDMENT NO. 1 TO RICHARDS, WATSON & GERSHON LEGAL SERVICES AGREEMENT:** This item seeks Commission approval of Amendment No. 1 to the March 21, 2011, Amended and Restated Legal Services Agreement with Richards, Watson and Gershon to designate Terence Boga as General Counsel and Laurence Wiener as Assistant General Counsel for the Authority. A copy of the Amended Agreement is included in the agenda packet.

6. ITEMS FOR COMMISSION APPROVAL

- a. **DISADVANTAGED BUSINESS ENTERPRISE GOAL FOR FEDERAL FISCAL YEARS 2017, 2018 and 2019:** As part of its ongoing obligations as a recipient of Federal Improvement Program funding, the Burbank-Glendale-Pasadena Airport Authority is required to implement and maintain a Disadvantaged Business Enterprise program in compliance with U.S. Department of Transportation regulation, 49 CFR, Part 26.

One of the requirements of the DBE program is that the airport sponsor update its overall airport goal once every three federal fiscal years.

At its meeting on April 18, 2016, based on the results of a Disparity Study, the Commission authorized the implementation of race-conscious goals for capital projects funded through the Federal Aviation Administration ("FAA") Airport Improvement Program ("AIP"). These goals, based on the formula set forth by the FAA, will be the first to utilize the recently authorized race-conscious measures. With a unanimous (3-0) recommendation from the Legal, Government and Environmental Affairs Committee ("Committee") at its meeting on October 17, 2016, Staff seeks Commission adoption of the attached DBE Program, which has a revised overall goal of 13% for the next three federal fiscal years, and authorization for its submittal to the FAA.

- b. **SWANSON RINK PROFESSIONAL SERVICES AGREEMENT, RECAPITALIZATION IN NODE 1 AND NODE 2 BAGGAGE SCREENING EQUIPMENT:** As the TSA desires to move forward with the bidding process for these agreements, this item has been included in the Commission's agenda for review and consideration subject to the recommendation of the Operations and Development Committee at its meeting immediately prior to the Commission meeting.

As part of a U.S. Department of Homeland Security – Transportation Security Administration funded multi-phase project to enhance the baggage inspection system at the Hollywood Burbank Airport, Staff seeks Commission authorization for the Executive Director to execute a time and materials Professional Services Agreement with Swanson Rink, Inc., in an amount not to exceed \$10,000 to provide the bidding support services for this project. As the cumulative cost of the multi-phase project exceeds the single transaction limit of Staff, Staff seeks the Commission's recommendation and approval to execute this agreement.

- c. **TREASURER'S REPORT – JUNE 2016: HIGHLIGHTS OF FY 2016 PERFORMANCE:** The Treasurer's Report for June 2016 is included in the agenda packet. At the September 19, 2016, Finance and Administration Committee meeting, the Committee voted unanimously (3-0) to recommend that the Commission note and file the report with supplemental information regarding cash disbursements for FY 2016 capital projects.

7. ITEMS FOR COMMISSION DISCUSSION

- a. **RESULTS OF MEASURE B ELECTION:** No staff report is attached. Staff will update the Commission on the results of the Special Election Ballot Measure B – Proposed 14-Gate Replacement Terminal at the Hollywood Burbank Airport.

8. ITEMS FOR COMMISSION INFORMATION

- a. **AIRLINE SCHEDULE CHANGE ANALYSIS:** A staff report is attached. Included in the agenda packet for noting and filing are schedule analyses reflecting changes in service, fleet mix and scheduled operating times for two airlines serving Hollywood Burbank Airport.

- b. **SEPTEMBER 2016 PASSENGER/CARGO STATISTICS AND PARKING INFORMATION:** The September passenger count of 355,341 was up 11.47% compared to last year's 318,769. The total for the first nine months of the year is up 3.44% at 3,027,099 compared to 2,926,314 through September 2015. Airline aircraft operations have increased 6.93% through September, while cargo volume decreased by 5.24% to 8.6 million pounds in September 2016, and the year-to-date total of 76.9 million pounds is down approximately 4.0%. A complete report is included in the agenda packet.

Approved October 17, 2016

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

MONDAY, OCTOBER 3, 2016

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

ROLL CALL

Present:

Commissioners Brown, Sinanyan and Selvidge (via teleconference)

Also Present:

Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Mark Hardyment, Director, Government and Environmental Affairs; Mary Tromp, Manager, Parking Revenue; and Derrick Cheng, Administrative Assistant, Public Relations Department and Government and Environmental Affairs

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

1. Approval of Agenda

Commissioner Selvidge moved approval of the agenda, seconded by Commissioner Sinanyan. The agenda was approved unanimously (3-0).

2. Public Comment

There were no public speakers.

3. Approval of Minutes

a. September 6, 2016

Commissioner Brown moved approval of the minutes of the September 6, 2016, meeting, seconded by Commissioner Sinanyan. The minutes were approved unanimously (3-0).

4. Items for Discussion

**a. Installation of Electrical Vehicle
Charging Stations**

Staff provided background information for two 2015 interrelated Right of Entry Agreements between the City of Burbank and the Authority; one agreement is for the installation and maintenance of a photovoltaic system on the roof of the Regional Intermodal

Transportation Center and the other agreement is for the installation and transfer of ownership of plug-in electric vehicle charging ("PEV") stations. Staff advised the Committee that upon agreement of the Burbank City Council and the Authority, the Department of Burbank Water and Power staff, in conjunction with Airport Engineering Department staff, began design and engineering efforts for a Level 2 charger installation in the replacement parking structure.

Staff reported that two Level 2 chargers were installed in the replacement parking structure located in the valet parking area. This installation, consisting of three dual connector PEVs, was completed, inspected and approved for use on September 19, 2016. The dual PEV connectors can service a total of six vehicles with a charging time of 2-6 hours, depending on the type of vehicle being charged. There is a service fee of \$5 in addition to applicable parking charges. The chargers are available to Valet customers only. Service began on October 3, 2016.

Staff stated that in 2017 a DC fast-charge station will be installed in the short-term parking area next to a dedicated Americans With Disabilities Act accessible parking space. The DC fast-charge station will charge a vehicle in as little as 20 minutes, depending on the vehicle.

5. Items for Information

b. August 2016 Passenger Statistics and Parking Information

Staff reported the statistics for the month of August 2016 and noted an overall increase in revenue passengers of 7.4% and a 13.2% increase in carrier capacity compared to August 2015.

Staff reported parking statistics for August 2015 show \$1,679,209 in overall parking revenue, a 3.9% increase in revenue compared to August 2015, with a 27% total increase in overall transactions, from 49,487 in August 2015 to 62,705 transactions for the month of August 2016.

6. Adjournment

There being no further business, the meeting was adjourned at 8:58 a.m.

Approved October 17, 2016

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

MONDAY, SEPTEMBER 19, 2016

A regular meeting of the Finance and Administration Committee was called to order on this date in the Airport Skyroom of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California, at 9:30 a.m., by Chairman Tornek.

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

ROLL CALL

Present: Commissioners Tornek, Friedman and Adams

Absent: None

Also Present: Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; Scott Smith, Director of Financial Services; and David Freedman, Director, Business Development and Administrative Services

1. Approval of Agenda Commissioner Adams moved approval of the agenda, seconded by Commissioner Friedman. Without objection, the agenda was approved 3–0 as presented.

2. Public Comment There were no public speakers.

3. Approval of Minutes

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

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

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

4. Treasurer's Report

a. June 2016

Included in the agenda packet was a copy of the June 2016 Treasurer's Report, which Staff discussed with the Committee. Commissioner Tornek requested that, when this fiscal year-end Treasurer's Report is agendized for the Commission, several items in the Capital Program be expounded upon for clarification purposes and that certain items which highlight positive results be emphasized.

Motion

Commissioner Friedman moved to recommend to the Commission that, with the additional requested information, the June 2016 Treasurer's Report be noted and filed. Commissioner Adams seconded the motion.

Motion Approved

The motion was approved unanimously (3-0).

5. Items for Information

a. Men Essentials Lease Termination

Staff presented to the Committee an update regarding the termination of the non-exclusive Concession and Lease Agreement with ME BRAND, LLC. Staff stated that after having a lackluster performance since January 2016, ME BRAND, LLC ("Men Essentials") closed its Airport concession at the end of August 2016, due to an absentee owner and other staffing issues and also closed its flagship store located on Brand Boulevard in the City of Glendale. Staff noted that Men Essentials' three-month security deposit will cover any outstanding concession and lease agreement obligations at the Airport.

Staff discussed with the Committee that it is exploring options for retail and food and beverage concessions for this space and hopes to return to the Committee by year-end with additional information.

b. Committee Pending Items

Future

1) Vacant Aviation Hangars and Market Conditions

Staff discussed with the Committee potential uses for the vacant hangars at Hollywood Burbank Airport. Staff informed the Committee of an FAA policy which goes into effect March 2017 to address the leasing of aviation hangars for non-aeronautical uses.

**2) Results of Insurance Program
Renewal**

6. Other Contracts and Leases

There were no other contracts and leases to be discussed.

7. Adjournment

There being no further business, the meeting was adjourned at 9:45 a.m.

Approved October 17, 2016

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

MONDAY, OCTOBER 3, 2016

A regular meeting of the Burbank-Glendale-Pasadena Airport Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room of the Authority, 2627 Hollywood Way, Burbank, California, at 10:42 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 and Madison.

Also Present: Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Mark Hardymont, Director, Government and Environmental Affairs

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

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

2. Public Comment There were no public speakers.

3. Approval of Minutes

a. August 15, 2016 Draft minutes for the August 15, 2016, Legal, Governmental and Environmental Affairs Committee meeting were presented for approval.

Motion Commissioner Quintero moved approval of the minutes, seconded by Commissioner Wiggins.

Motion Approved The minutes were approved unanimously (3-0).

4. Grant Fund Transfer to Los Angeles County Metropolitan Transportation Authority

Staff presented a proposed resolution authorizing transfer of unused Federal Highway Administration ("FHWA") Surface Transportation and Uniform Relocation Assistance Act ("STURAA") grant funds in the amount of \$110,266.75 to the Los Angeles County Metropolitan Transportation Authority ("Metro") for use on construction of the new Antelope Valley Line Metrolink station at Hollywood Way and San Fernando Road.

Staff provided background information regarding previously transferred unallocated STURAA grant funding in the amount of \$2,608,858 from the Authority to Metro to support ground access improvements to benefit the Cities of Burbank, Glendale and Pasadena. Staff reported that in exchange for this transfer of grant funds, Metro committed to pay for and construct the Metrolink station at Hollywood Way and San Fernando Road and provided the Authority with up to \$895,536 of Measure R funds for use as local match obligations on the STURAA grant used for the Ground Access Study and for the Federal Transit grant used on the ground access portion of the RITC (Regional Intermodal Transportation Center). Staff reported grant funds in the amount of the recommended transfer of \$110,266.75 became available as the result of the Authority's Ground Access Study coming in under budget.

Staff recommended that the Committee recommend to the Commission that it adopt the proposed resolution authorizing transfer of the unused STURAA funds in the amount of \$110,266.75 to Metro for use on construction of the new Metrolink station at Hollywood Way and San Fernando Road.

Motion

Commissioner Quintero moved approval of Staff's recommendation, Commissioner Madison seconded the motion.

Motion Approved

The motion was approved unanimously (3-0).

6. Adjournment

There being no further business, the meeting was adjourned at 10:51 a.m.

Subject to Approval

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

MONDAY, OCTOBER 17, 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 Wiggins.

1. PLEDGE OF ALLEGIANCE

Chief of Police Skvarna led the assembly in the recitation of the Pledge of Allegiance to the Flag.

2. ROLL CALL

Present:

Commissioners Brown, Adams, Friedman, Sinanyan, Wiggins, Quintero, Madison, Tornek (arrived 9:06 a.m.) and Selvidge.

Also Present:

Staff: John Hatanaka, Senior Deputy Executive Director; Dan Feger, Director, Development Services; Kimberley A. Parker-Polito, Director, Information and Technologies; Nerissa Sugars, Marketing and Business Development Specialist; and Derrick Cheng, Administrative Assistant, Public Relations and Government and Environmental Affairs Departments

Airport Authority Counsel: Laurence S. Wiener, General Counsel, and Terrence R. Boga, Assistant General Counsel of Richards, Watson & Gershon

3. APPROVAL OF AGENDA

President Wiggins announced that agenda item 6.d. was being deferred due to revisions to the Swanson Rink Professional Services Agreement which are necessary prior to presentation of this item to the Operations and Development Committee and to the Commission and that item 6.e. was also being deferred due to illness in the family of the staff member scheduled to present that item.

The meeting continued with agenda item 4, Public Comment.

4. PUBLIC COMMENT

There were no public speakers.

5. CONSENT CALENDAR

a. Committee Reports (For Noting and filing)

1) Operations and Development Committee

(i) September 6, 2016

Approved minutes of the September 6, 2016, Operations and Development Committee were included in the agenda packet for information purposes.

2) Legal, Government and Environmental Affairs Committee

(i) August 15, 2016

Approved minutes of the August 15, 2016, Legal, Government and Environmental Affairs Committee were included in the agenda packet for information purposes.

b. Commission Minutes (For Approval)

1) October 3, 2016

Draft minutes of the October 3, 2016, Commission meeting were included in the agenda packet for review and approval.

MOTION

Commissioner Quintero moved approval of the Consent Calendar, seconded by Commissioner Adams.

MOTION APPROVED

The motion was approved as follows:

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

NOES: None

ABSENT: Commissioner Tornek

6. ITEMS FOR COMMISSION APPROVAL

a. Resolution No. 473 Supporting Measure B at the November 8, 2016, Burbank Special Municipal Election

Authority Assistant Counsel Boga presented the Commission with proposed Authority Resolution No. 473, memorializing the Commission's support of Measure B, which ratifies the replacement

terminal agreement between the Airport Authority and the City of Burbank. Measure B will appear on the ballot of the November 8, 2016, Burbank Special Municipal Election. At the October 10, 2016, meeting of the Authority's Replacement Terminal Ad Hoc Committee, the Committee agreed unanimously (3-0) to recommend adoption of Resolution No. 473 by the Commission.

MOTION

Commissioner Brown approved the motion, seconded by Commission 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

b. No. 472 Authorizing Grant Fund Transfer to Los Angeles County Metropolitan Transportation Authority

Staff presented proposed Resolution No. 472 authorizing transfer of unused Federal Highway Administration ("FHWA") Surface Transportation and Uniform Relocation Assistance Act ("STURAA") grant funds in the amount of \$110,266.75 to the Los Angeles County Metropolitan Transportation Authority ("Metro") for use on construction of the new Antelope Valley line Metrolink station at Hollywood Way and San Fernando Road.

Staff provided background information regarding previously transferred unallocated STURAA grant funding from the Authority to Metro to support ground access improvements to benefit the Cities of Burbank, Glendale and Pasadena. Staff reported that in exchange for this transfer of grant funds, Metro committed to pay for and construct the Metrolink station at Hollywood Way and San Fernando Road and provided the Authority with up to \$895,536 of Measure R funds for use as local match obligations on the STURAA grant used for the Ground Access Study and for the Federal Transit grant used on the ground access portion of the RITC (Regional Intermodal Transportation Center). Staff reported grant funds in the amount

of \$110,266.75 became available as the result of the Authority's Ground Access Study coming in under budget.

At the October 3, 2016, Legal, Government and Environmental Affairs Committee meeting, the Committee voted unanimously (3-0) to recommend to the Commission that it adopt the proposed resolution authorizing transfer of the unused STURAA grant funds in the amount of \$110,266.75 to Metro for use on construction of the new Metrolink station at Hollywood Way and San Fernando Road.

MOTION

Commissioner Quintero moved approval of the adoption of Resolution No. 472, seconded by Commissioner Brown.

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

c. DVSS Storage Area Network (SAN) Purchase and Installation Services

Staff reported that currently the Authority's primary Digital Video Surveillance System ("DVSS") recordings reside on two Storage Area Networks ("SANs") manufactured by Dell and installed in May 2010. Staff noted the current SANs utilize older hard-drive technology which does not provide any expandability, have reached their end-of-life cycle and require replacement to meet the Authority's current storage requirements.

Staff issued a Request for Proposals on August 3, 2016, utilizing PlanetBids. Staff reported that 12 proposals of varying solutions and costs were received on August 19, 2016. A request for Best and Final Offers was then submitted to all 12 proposers on September 7, 2016, to which all 12 proposers responded with Best and Final Offers ranging from \$647,455 to \$5,470,076. Staff reported PM2NET, Inc., the low bidder, was determined to be the most technologically viable

solution based upon evaluation criteria listed in the staff report.

At its October 17, 2016, meeting immediately prior to the Commission meeting, the Operations and Development Committee voted 2-0 (one absent) to recommend that the Commission (1) authorize the Executive Director to issue a purchase order to PM2NET, Inc. for the acquisition and installation of two InforTrend systems in the total amount of \$647,455; (2) utilize the existing professional services blanket purchase order with Vigilant Technologies, the Authority's current ICT outside professional services provider, to install and configure the new DVSS storage equipment at an amount estimated not to exceed \$29,810; and (3) authorize an approximate 5% project contingency in the amount of \$32,000 for an aggregate combined cost of \$709,265.

Staff advised the Commission that this project is included in the Authority's adopted FY 2017 budget for DVSS SAN replacement/upgrades. Of the total line item amount of \$1,075,000 for these related projects, \$720,000 was allocated for this replacement project. Due to the critical nature this system plays in the Authority's DVSS system, Staff recommended that this project be initially funded through the Authority's reserves pending reimbursement from Passenger Facility Charge revenue through an application scheduled for submittal later this year.

MOTION

Commissioner Brown moved approval, 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

d. Swanson Rink Professional Services Agreement Recapitalization in Node 1 and Node 2 Baggage Screening Equipment

This item was deferred to a future Commission meeting.

e. Treasurer's Report

This item was deferred to a future Commission meeting.

7. ITEMS FOR COMMISSION INFORMATION

a. Grand Opening of Up Pup 'N' Away

Staff reported the formal grand opening of the concession Up Pup 'N' Away which is located in Terminal A at Gate 2-A. The concession opened in August 2016 and offers a wide variety of pet-related accessories and supplies for pets and their owners. A ribbon-cutting ceremony was held in Terminal A prior to the Commission meeting and was attended by various staff members and several Commissioners.

The co-owners of Up Pup 'N' Away, Marwick Kane, CEO, and Tracy Tabb, Chief Marketing and Operations Officer, expressed gratitude for the warm reception received from Airport passengers and thanked the Authority for the opportunity to establish its first airport location at Hollywood Burbank Airport.

b. Installation of Xeriscaping North Tower, RITC

Staff presented a report on the landscaping project located between the Terminals and the North Tower of the Regional Intermodal Transportation Center. The Authority has partnered with Mickey Hargitay Plants of Hollywood, which is providing, at no cost to the Authority, drought-tolerant flowers, shrubs, succulents and other plants in exchange for signage placement. The plants have been placed in several planters along the walkway leading to the RITC escalators using xeriscaping, which Staff noted is a landscaping method developed especially for arid and semi-arid climates. Staff added that a member of the Mickey Hargitay Plants team checks on the health of the xeriscape every few weeks and Airport Maintenance Department staff water the planters weekly.

Staff will continue to work to improve the area at the request of the Commission.

8. CLOSED SESSION

The meeting recessed to closed session at 9:26 a.m. to discuss an item listed on the closed session agenda as follows:

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

Title: General Counsel

Meeting Reconvened to Open Session

The meeting reconvened to Open Session at 9:37 a.m. with the Commissioners present: Brown, Adams, Friedman, Wiggins, Madison, Tornek and Selvidge. Commissioner Wiggins announced that no reportable action was taken in closed session.

9. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:37 a.m.

Zareh Sinanyan, Secretary

Date

Bill Wiggins, President

Date

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 14, 2016**

**FIRST AMENDMENT TO
LEASE AND CONCESSION AGREEMENT
BRICKANDMORTAR.ME, INC.**

SUMMARY

At the October 17, 2016, meeting of the Finance and Administration Committee, the Committee voted unanimously (3-0) to recommend to the Commission that it approve the attached proposed First Amendment to the Lease and Concession Agreement ("Agreement") with BRICKANDMORTAR.ME, INC., dba Up Pup 'N' Away. On July 11, 2016, the Commission approved the Agreement with Up Pup 'N' Away for a 40-square-foot retail kiosk located in Terminal A specializing in pet products. The proposed first amendment (copy attached) is for an additional 16 square feet of space to support additional merchandise display and storage space as depicted in Exhibit A of this staff report. This proposed Amendment will increase the total space rent received by an additional \$288 annually.

BACKGROUND

In July 2016 Up Pup 'N' Away began operating a staffed wall retail kiosk display selling products for pets and their owners. The initial term of the Agreement is for one (1) year, with five (5) one-year extension options and will generate a minimum annual guarantee ("MAG") of \$15,000 and \$720 in space rent annually. Since opening in July, Up Pup 'N' Away is a tenant in good standing.

AMENDMENT DETAILS

<u>Effective Date:</u>	November 14, 2016
<u>Additional premises:</u>	16 square feet
<u>Space Rent Increase:</u>	\$288; subject to annual adjustment of 3% or 20% of the CPI increase, but no greater than 6%

IMPACT ON REVENUE

The proposed first amendment will increase the space rental revenue derived from this Agreement in the first year by \$288 annually.

RECOMMENDATION

At the October 17, 2016, meeting of the Finance and Administration Committee, the Committee voted unanimously (3-0) to recommend to the Commission that it approve the proposed First Amendment to the Lease and Concession Agreement with BRICKANDMORTAR.ME, INC., dba Up Pup 'N' Away and authorize the Airport President to execute same.

AMENDMENT TO CONCESSION AND LEASE AGREEMENT

This AMENDMENT TO CONCESSION AND LEASE AGREEMENT (this "Amendment") is dated as of _____, 2016 and is entered into by and between the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale and Pasadena, California, pursuant to the California Joint Exercise of Powers Act ("Landlord"), and BRICKANDMORTAR.ME, INC., a California corporation ("Tenant").

RECITALS

A. Landlord and Tenant entered into a Concession and Lease Agreement dated July 11, 2016 (the "Lease").

B. Landlord and Tenant desire to amend the Lease to add approximately sixteen (16) square feet to the Leased Premises.

THEREFORE, in consideration of the foregoing recitals, the mutual terms set forth below, and other consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Leased Premises. The term "Leased Premises" as used in the Lease shall mean the premises shown and described on the site plan attached hereto as Exhibit "A". Exhibit "A" to the Lease is hereby deleted and the attached Exhibit "A" is hereby substituted in lieu thereof.

2. Space Rent. As of the date hereof, the Space Rent shall be increased to Eighty Four and No/100 dollars (\$84.00) per month, which shall be further increased on each Adjustment Date as described in Section 4.4 of the Lease.

IN WITNESS WHEREOF, this Amendment has been executed by the undersigned as of the date first written above.

LANDLORD:

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY, a public entity

By: _____
Print Name: _____
Title: _____

TENANT:

BRICKANDMORTAR.ME, INC.,
a California corporation

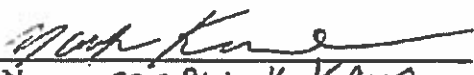
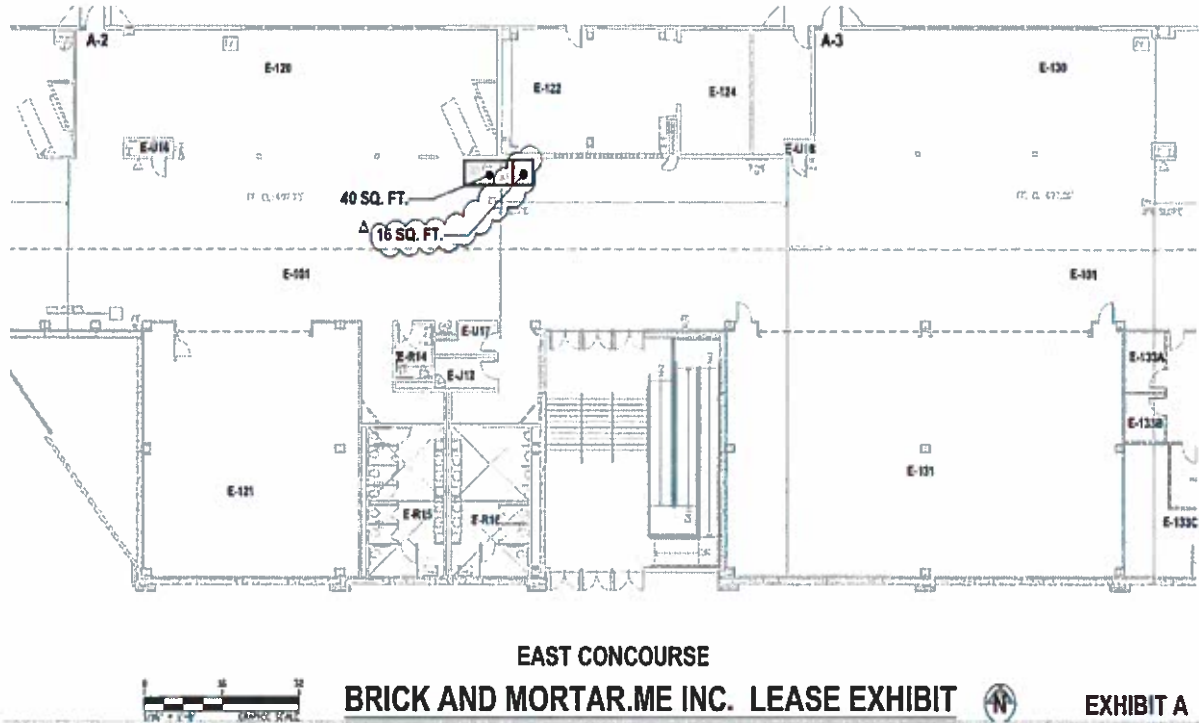
By: 
Print Name: Mark Kave
Title: CEO

Exhibit A

Proposed Increase in Space of 16 Square Feet



**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 14, 2016**

**AMENDMENT NO. 1 TO
RICHARDS, WATSON & GERSHON
LEGAL SERVICES AGREEMENT**

SUMMARY

This item seeks Commission approval of Amendment No. 1 to the March 21, 2011, Amended and Restated Legal Services Agreement ("Legal Services Agreement") with Richards, Watson and Gershon ("RWG") to designate Terence Boga as General Counsel and Laurence Wiener as Assistant General Counsel for the Authority.

BACKGROUND

Initially retained as special counsel, RWG has provided general counsel services for the Authority since October 2004. Currently, the Legal Services Agreement designates Laurence Wiener as General Counsel and Terence Boga as Assistant General Counsel. The firm has requested that Mr. Wiener and Mr. Boga switch titles in recognition of changes in their respective workloads.

CONCLUSION

The proposed contract amendment will designate Mr. Boga as General Counsel and Mr. Wiener as Assistant General Counsel for the Authority.

**AMENDMENT NO. 1 TO
AMENDED AND RESTATED LEGAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 ("First Amendment") to the March 21, 2011 Amended and Restated Legal Services Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers authority, and the law firm of Richards, Watson & Gershon ("Law Firm"), a California professional corporation, is dated November 14, 2016 for reference purposes.

RECITALS

A. On or about November 24, 2004, the parties executed an "Agreement for Legal Services" ("2004 Contract") to provide for Law Firm's performance of legal services for Authority.

B. The parties executed the Agreement to amend and restate the 2004 Contract for clarity and to provide for an additional courtesy discount of Law Firm's standard billing rates.

C. The parties desire to amend the Agreement to designate a new General Counsel and Assistant General Counsel.

NOW, THEREFORE, the parties agree as follows:

1. Amendment of Section 3. Section 3 ("Designation of General Counsel/Assistant General Counsel") of the Agreement is amended to read as follows:

"Designation of General Counsel/Assistant General Counsel. Terence Boga and Laurence Wiener shall be designated as General Counsel and Assistant General Counsel respectively, and shall be Law Firm's primary attorneys responsible to Authority. Mr. Boga and Mr. Wiener shall assign other Law Firm attorneys to work on Authority matters on an "as-needed" basis."

2. 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.

3. Signatories. Each signatory warrants and represents that it is competent and authorized to execute this Agreement on behalf of the party for whom it purports to sign.

TO EFFECTUATE THIS FIRST AMENDMENT, the parties have caused their duly authorized representatives to sign below.

"Authority"
Burbank-Glendale-Pasadena Airport Authority

"Law Firm"
Richards, Watson & Gershon
A Professional Corporation

By: _____
Bill Wiggins, President

By: _____
Kayser Sume, Chairman, Board of Directors

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 14, 2016**

**DISADVANTAGED BUSINESS ENTERPRISE GOAL FOR
FEDERAL FISCAL YEARS 2017, 2018, 2019**

SUMMARY

As part of its ongoing obligations as a recipient of Federal Improvement Program ("AIP") funding, the Burbank-Glendale-Pasadena Airport Authority ("Authority") is required to implement and maintain a Disadvantaged Business Enterprise ("DBE") program in compliance with U.S. Department of Transportation ("DOT") regulation, 49 CFR, Part 26. One of the requirements of the DBE program is that the airport sponsor update its overall airport goal once every three federal fiscal years.

At its meeting on April 18, 2016, based on the results of a Disparity Study, the Commission authorized the implementation of race-conscious goals for capital projects funded through the Federal Aviation Administration ("FAA") Airport Improvement Program ("AIP"). These goals, based on the formula set forth by the FAA, will be the first to utilize the recently authorized race-conscious measures. With a unanimous (3-0) recommendation from the Legal, Government and Environmental Affairs Committee ("Committee") at its meeting on October 17, 2016, Staff seeks Commission adoption of the attached DBE Program, which has a revised overall goal of 13% for the next three federal fiscal years, and authorization for its submittal to the FAA.

BACKGROUND

Part 26 of the Code of Federal Regulations ("CFR") states that public agencies which receive DOT funding and fall within certain categories must implement a DBE program to ensure nondiscrimination in the award and administration of DOT-funded contracts. Part 139 airports, such as the Hollywood Burbank Airport, that accept FAA AIP grants for airport planning or development and award prime contracts exceeding \$250,000 in a single federal fiscal year, are subject to the DBE program mandate. An airport sponsor's failure to establish and implement a DBE program can result in its losing eligibility for federal financial assistance.

Prior to 2006, the Authority established DBE contract goals on individual FAA-funded contracts, and prime contractors bidding on federally funded contracts needed to meet the DBE participation goal for that contract or show that a good faith effort was undertaken. For the period following the Western States Pavement decision by the Ninth Circuit Court of Appeals, from 2006 through 2016, the Authority utilized a race-neutral program for its DBE contract goals until such time as a disparity study could be completed and accepted.

DBE GOAL

With the acceptance of its Disparity Study, earlier this year the Authority established the setting of race-conscious goals for its AIP-funded projects. However, the applicability of that goal was effective only through the current federal fiscal year ending September 30, 2016.

Utilizing the methodology outlined in governing federal regulations, Staff proposes that the Authority establish an overall DBE goal of 13% for the next three federal fiscal years effective October 1, 2016, through September 30, 2019.

For the next three federal fiscal year periods starting on October 1, 2016, the Authority is anticipating to undertake, subject to the award of grants, eleven projects with a projected cumulative value of \$35,115,000.

RECOMMENDATION

In consultation with the FAA Western Pacific Civil Rights office and based on the methodology set forth in federal regulations, Staff seeks, with the Committee's recommendation, Commission adoption of the triennial DBE goal of 13% for applicable AIP-funded projects and submittal thereof to the FAA for its approval.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 14, 2016**

**SWANSON RINK PROFESSIONAL SERVICES AGREEMENT
RECAPITALIZATION IN NODE 1 AND NODE 2
BAGGAGE SCREENING EQUIPMENT**

DESCRIPTION

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

As part of a U.S. Department of Homeland Security – Transportation Security Administration ("TSA") funded multi-phase project to enhance the baggage inspection system at the Hollywood Burbank Airport ("Airport"), Staff seeks the Commission's authorization for the Executive Director to execute a time and materials Professional Services Agreement with Swanson Rink, Inc. ("Swanson Rink") in an amount not to exceed \$10,000 to provide the bidding support services for this project. As the cumulative cost of the multi-phase project exceeds the single transaction limit for Staff, Staff seeks Commission approval to execute this agreement.

BACKGROUND

In 2012 the TSA approached the Authority with a project that the TSA wanted to implement and fund at the Airport, specifically the replacement of the older four CTX 9900 in-line inspection devices with newer technology. The TSA split the project into two phases. The initial phase, project design, included the preparation of construction documents for bidding and a detailed estimate of the construction costs. At the October 1, 2012, Commission meeting, the Commission approved an "Other Transaction Agreement" ("OTA") with TSA for the cost of the design and construction document preparation for the upgrade/replacement of the computerized tomographic x-ray ("CTX") equipment at the Airport that is used to inspect all checked baggage.

In May 2013 the Commission approved a professional services agreement with Swanson Rink to provide the required design and cost estimating services. Swanson Rink was selected through a competitive selection process. Swanson Rink has completed the design phase only at this time.

The TSA has subsequently requested that the Authority move ahead with the bidding phase and provided a new OTA in the amount of \$12,100, copy attached, which was executed in August 2016 by the previous Executive Director. The second phase would be solicitation of construction bids and physical implementation of the construction effort. This second phase of work has since been divided into two sub-phases, making solicitation of construction bids the first sub-phase and the physical implementation of the construction effort the second sub-phase phase.

Staff has negotiated a time and materials Professional Services Agreement with Swanson Rink with a not-to-exceed \$10,000 fee, copy attached, for performing the first sub-phase, solicitation of construction bids.

PROJECT DETAILS

Swanson Rink will provide bidding support to Authority staff by addressing requests for information from potential bidders.

Funding: The bidding phase of the project was not included in the current FY 2016/2017 budget as it was not identified by TSA at the time the FY 2016/2017 budget was prepared. Because this is a pass-through OTA with full reimbursement from the TSA, there is not expected to be any impact on the budget. Staff has been assured by TSA that funding is in place and available.

Schedule: It is anticipated that bidding will commence by mid-November 2016.

Impact on Operations: None

STAFF RECOMMENDATION

As the TSA desires to move forward with this project, this item has been included in the Commission's agenda for review and consideration subject to the recommendation of the Operations and Development Committee at its meeting immediately prior to the Commission meeting.

Staff seeks the Commission's authorization for the Executive Director to execute a time and materials Professional Services Agreement with Swanson Rink, Inc. in an amount not to exceed \$10,000 to provide the bidding support services for this project.

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority/Swanson Rink, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated October 17, 2016 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Swanson Rink, Inc., a Colorado Corporation ("Consultant").

RECITALS

A. The Authority has executed an Other Transaction Agreement with the Transportation Security Administration ("TSA") for the Bob Hope Airport Recapitalization in Node 1 and Node 2 ("Project"). The Project involves modification or construction of terminal infrastructure to recapitalize TSA explosive detection systems located within the checked baggage inspection system. For Phase 1 of the Project, the Authority is required to: (i) prepare and issue a construction bid solicitation package; (ii) evaluate construction bids and select a contractor; and (iii) submit salient construction bid information to TSA for review and approval.

B. The Authority desires to retain Consultant as an independent contractor to perform bid support services for Phase 1 of the Project.

C. Consultant represents that it is fully qualified to perform such services by virtue of its experience and training.

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** For purposes of this Agreement, in addition to the definitions set forth above, the following definitions shall apply:

A. "Contract Administrator": Robert Anderson, Director, Engineering and Planning, or a substitute designated by the Executive Director.

B. "Contract Limit": Ten thousand dollars (\$10,000). The contract limit is comprised of ten thousand dollar (\$10,000) time and materials not-to-exceed for engineering services and documented reimbursable expenses (e.g. project-related transportation, subsistence, lodging, telephone calls, printing, and reproduction expenses).

C. "Executive Director": Frank Miller or his duly authorized designee.

D. "Indemnitees": the Authority, TBI Airport Management USA, and the respective officers, agents, employees and volunteers of each such entity.

E. "Scope of Work": the scope of work set forth in Consultant's September 27, 2016 proposal attached as Exhibit A.

2. **Consultant's Services.**

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

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

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

D. Consultant shall perform all work to the professional standards of the industry and in a manner reasonably satisfactory to the Authority. Consultant shall refer any decisions that must be made by the Authority to the Contract Administrator.

E. In the event any claim is brought against the Authority relating to Consultant's services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation that the Authority might require.

3. Term. This Agreement shall commence upon execution. Unless earlier terminated as provided herein, this Agreement shall remain in effect until the Scope of Work has been satisfactorily completed by Consultant or until February 28, 2017, whichever occurs first.

4. Compensation.

A. The Authority agrees to compensate Consultant, and Consultant agrees to accept as full satisfaction for the Scope of Work, according to Consultant's proportionate completion of the Scope of Work. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

B. On a monthly basis, Consultant shall submit to the Authority an invoice for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, an estimate of the percentage complete, and a proportionate billing equal to the percentage complete. Within thirty (30) calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it is in any manner an employee of the Authority.

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

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

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

9. Indemnification.

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

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

10. Insurance.

A. During the term of this Agreement, Consultant shall procure, carry, maintain and keep in full force and effect, a policy or policies of insurance of types and with minimum limits described below:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 general aggregate.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Professional Liability: \$1,000,000 per claim and \$2,000,000 annual aggregate.
4. Workers' Compensation: in accordance with State of California statutory requirements.

B. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

1. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.
2. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.
4. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Coverage shall not be cancelled by either party except after thirty (30) days prior written notice by mail has been given to the Authority, ten (10) days notice if cancellation is due to nonpayment of premium.
6. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator.
7. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Authority, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or

Consultant shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

C. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts. The certificates and endorsements must be received and approved by the Authority prior to commencement of work.

11. **Termination.** Each party shall have the right to terminate this Agreement at any time for any reason on fifteen (15) calendar days written notice to the other party. In the event of termination, the Authority shall pay Consultant for services satisfactorily rendered to the last working day this Agreement is in effect.

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

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

AUTHORITY:

Burbank-Glendale-Pasadena Airport Authority
2627 N. Hollywood Way
Burbank, CA 91505
Attn: Frank Miller, Executive Director
E-mail: FMiler@bur.org

CONSULTANT:

Swanson Rink, Inc.
1120 Lincoln St., Suite 1200
Denver, CO 80218
Attn: Stephen W. Bennett, P.E.
E-mail: sbennett@swansonrink.com

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

15. **Litigation.** In the event that either party shall commence legal action to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of

construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

16. Exhibits. Exhibit A is incorporated in this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit A, the provisions of this Agreement shall prevail.

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

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

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement by signing below.

Burbank-Glendale-Pasadena
Airport Authority

Swanson Rink, Inc.

Frank Miller, Executive Director



☐ 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 A
September 27, 2016 Consultant Proposal

(attached)



September 27, 2016

Mr. Paul Chang
Bob Hope Airport
2627 Hollywood Way
Burbank, California 91505

Reference: Project Number E12-14
Checked Baggage Recapitalization Screening Design Services Project
Bid Support - Revision 1

Dear Mr. Chang:

We appreciate the opportunity to provide this proposal for additional engineering services for the above referenced project.

SCOPE OF PROJECT

The scope of this project remains as described in our original agreement dated June 14, 2013 for the replacement of the existing Explosive Detection Systems (EDS) equipment in Terminal A at Bob Hope Airport (BUR) under the TSA EBSR Recapitalization Program.

SCOPE OF SERVICES

Our scope of services for Bid Support will include the following:

- 1) One engineer will intend one onsite pre-bid meeting.
- 2) Bid Support
 - a) Review Bid Prior to Bid
 - b) Respond to jurisdictional Comments
 - c) Respond to RFIs.
 - d) Prepare ASIs.
 - e) Prepare Addendum items clarifying the bid documents as required.

ASSUMPTIONS AND CLARIFICATIONS

1. This fee proposal is based on services being completed by January 31, 2017. If the Scope of Services is not completed by these dates through no fault of Swanson Rink, then the fee will be equitably adjusted.
2. It is understood that all the work contemplated will be performed on an active operating airport and that normal operations are to be maintained for the airport and its tenants throughout the duration of the work.

Mr. Paul Chang
Project Number E12-14
September 27, 2016
Page 2

3. We assume the construction work will be performed starting January 2017, instead of the originally anticipated scheduled 2016 delivery. The result is a delay of one year for construction and Construction Administration work.

EXCLUSIONS

1. Construction Administration services are not included in this proposal.
2. Any work other than what is defined in the Scope of Services.

FEE BASIS

The fee for the proposed engineering services is *Ten Thousand No/100 Dollars (\$10,000.00)* on a Time and charges not to exceed basis.

Bid Assist Services	\$9,000
<u>Contingency</u>	<u>\$1,000</u>
Total	\$10,000

Reimbursable expenses incurred by Swanson Rink in the interest of the project include transportation, subsistence and lodging when traveling in connection with the project, long distance telephone calls, and printing and reproduction expenses. Delivery fees and postage is included in this fee.

This fee proposal is valid for sixty (60) days from the date of this letter.

TERMS AND CONDITIONS

Terms and Conditions of this proposal are subject to our standard billing rates dated June 1, 2015.

We look forward to providing our services for this project. If there are any questions, please call.

Sincerely,
SWANSON RINK, INC.

Sent Via Email

Stephen W. Bennett, PE
Vice President, Aviation



September 19, 2016

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

Dear Commissioners:

The attached report, covering the month of June 2016, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six-month period following the date of the attached report.

Sincerely,

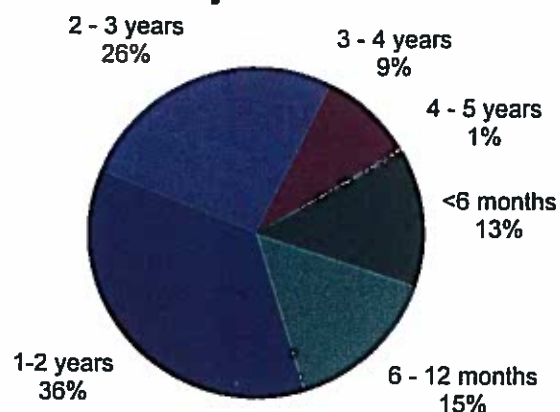
Ross Selvidge, Ph.D
Treasurer

Attachments

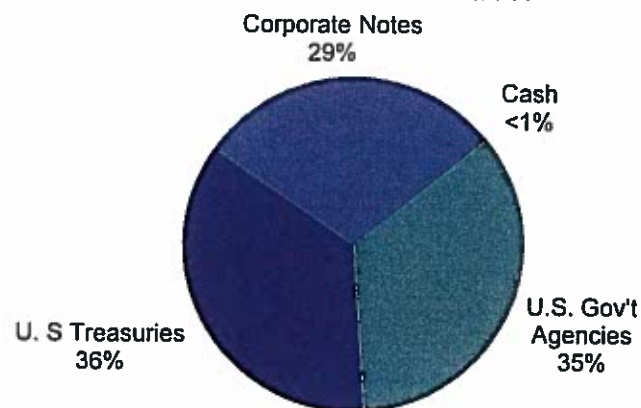
Operating Portfolio Investment Guidelines Conformance as of June 30, 2016

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	3.20 Years	70%	35%
Corporate Notes	5 Years	4.34 Years	30%	29%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	<1%
U.S. Gov Securities (Treasuries)	5 Years	3.50 Years	No Limit	36%

Maturity Distribution



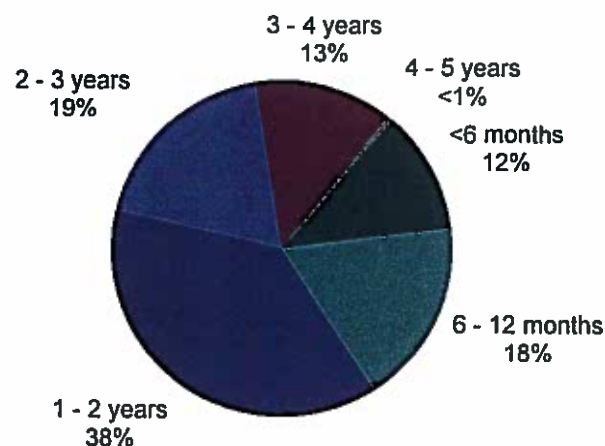
Sector Allocation



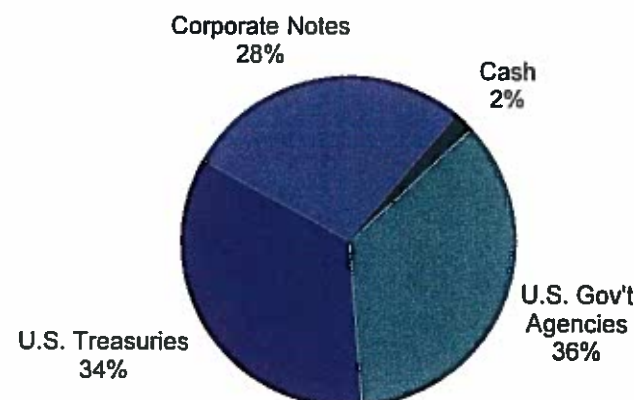
PFC Portfolio Investment Guidelines Conformance as of June 30, 2016

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	3.20 Years	70%	36%
Corporate Notes	5 Years	4.34 Years	30%	28%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	2%
U.S. Gov Securities (Treasuries)	5 Years	3.50 Years	No Limit	34%

Maturity Distribution



Sector Allocation



Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 06/30/16

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
06/30/16	Columbia Treasury Reserves	097101307	0.000	06/30/16	06/30/16	\$ 141,911	\$ 141,911	\$ 141,911	\$ -	0.00%	0	0.07%
12/08/14	General Electric Capital Corp	36962G6X7	1.363	04/02/18	07/02/16	1,690,000	1,707,900	1,701,075	(6,825)	1.01%	2	0.80%
02/19/13	JPMorgan Chase & Co	46625HJA9	3.150	07/05/16	07/05/16	1,615,000	1,677,479	1,615,000	(62,479)	3.10%	5	0.76%
07/11/13	Duke Energy Indiana Inc	263901AE0	0.979	07/11/16	07/11/16	705,000	706,115	705,047	(1,068)	0.76%	11	0.33%
01/21/16	Oracle Corporation	68389XAR6	1.208	01/15/19	07/15/16	1,170,000	1,173,824	1,175,641	1,817	1.06%	15	0.55%
04/19/16	FFCB	3133EEZ52	0.473	03/22/18	07/22/16	5,000,000	4,986,879	4,990,610	3,731	0.61%	22	2.35%
07/08/15	Wells Fargo & Company	94974BFBK1	1.268	04/23/18	07/23/16	1,500,000	1,502,735	1,503,446	711	1.17%	23	0.71%
08/20/13	Caterpillar Financial Services	14912L4X6	2.050	08/01/16	08/01/16	1,260,000	1,284,220	1,261,222	(22,998)	0.91%	32	0.59%
08/05/13	Halliburton Company	406216BB6	1.000	08/01/16	08/01/16	575,000	574,563	575,032	469	0.93%	32	0.27%
05/06/16	Apple Inc	037833AP5	0.934	05/06/19	08/06/16	1,200,000	1,196,747	1,198,332	1,585	1.02%	37	0.56%
02/21/13	Coca-Cola Company (The)	191216AU4	1.800	09/01/16	09/01/16	1,450,000	1,486,511	1,452,665	(33,846)	0.71%	63	0.68%
03/02/16	Johnson & Johnson	478160BW3	0.943	03/01/19	09/01/16	1,500,000	1,502,346	1,504,530	2,184	0.82%	63	0.71%
10/09/13	PNC Bank NA	69349LAN8	1.300	10/03/16	09/03/16	1,280,000	1,285,273	1,281,138	(4,135)	0.95%	65	0.60%
04/28/16	American Express Credit Corp	0258M0DY2	1.706	09/14/20	09/14/16	700,000	703,049	702,144	(905)	1.66%	76	0.33%
04/25/16	Home Depot Inc	437076BJ0	1.023	09/15/17	09/15/16	1,000,000	1,003,966	1,003,798	(168)	0.72%	77	0.47%
11/26/13	Key Bank NA	49327M2J2	1.100	11/25/16	10/25/16	500,000	499,620	500,308	688	0.95%	117	0.24%
10/15/13	Treasury Note	912828RM4	1.000	10/31/16	10/31/16	3,970,000	4,005,203	3,978,686	(26,517)	0.34%	123	1.88%
09/12/14	Procter & Gamble Co	742718ED7	0.750	11/04/16	11/04/16	1,000,000	999,680	1,000,168	488	0.70%	127	0.47%
03/20/14	Comcast Corporation	20030NAP6	6.500	01/15/17	01/15/17	1,375,000	1,522,824	1,415,325	(107,499)	1.05%	199	0.67%
12/30/13	Pfizer Inc	717081DD2	0.900	01/15/17	01/15/17	1,460,000	1,455,228	1,460,939	5,711	0.78%	199	0.69%
04/03/14	Treasury Note	912828SC5	0.875	01/31/17	01/31/17	2,050,000	2,049,920	2,055,107	5,187	0.45%	215	0.97%
04/26/16	Ace InA Holdings Inc	00440EAJ6	5.700	02/15/17	02/15/17	900,000	934,731	925,424	(9,307)	1.15%	230	0.44%
12/03/12	Walt Disney Co	25468PCS3	1.125	02/15/17	02/15/17	1,200,000	1,205,120	1,202,950	(2,170)	0.73%	230	0.57%
06/12/14	Branch Banking and Trust Company	07330NAH8	1.000	04/03/17	03/03/17	1,028,000	1,025,372	1,028,209	2,837	0.97%	246	0.48%
10/16/12	FHLMC	3137EADC0	1.000	03/08/17	03/08/17	6,000,000	6,045,930	6,019,674	(26,256)	0.52%	251	2.84%
05/20/14	US Bancorp	91159HHD5	1.650	05/15/17	04/15/17	1,500,000	1,519,595	1,507,182	(12,413)	1.10%	289	0.71%
05/21/12	FNMA	3135G0JA2	1.125	04/27/17	04/27/17	4,550,000	4,575,085	4,569,315	(5,770)	0.61%	301	2.15%
05/06/14	State Street Corporation	857477AD5	5.375	04/30/17	04/30/17	1,000,000	1,093,220	1,037,423	(55,797)	0.86%	304	0.49%
02/03/14	FHLB	3133XKQX6	4.875	05/17/17	05/17/17	4,375,000	4,868,587	4,539,382	(329,205)	0.59%	321	2.14%
01/28/15	FHLB	313379DD8	1.000	06/21/17	06/21/17	4,000,000	4,027,520	4,015,588	(11,932)	0.60%	356	1.89%
08/02/12	Treasury Note	912828TG5	0.500	07/31/17	07/31/17	1,275,000	1,266,020	1,274,602	8,582	0.53%	396	0.60%
09/29/15	FNMA Bench	3135G0ZL0	1.000	09/27/17	09/27/17	3,000,000	3,016,945	3,013,734	(3,211)	0.63%	454	1.42%
04/19/16	Treasury Note	912828TS9	0.625	09/30/17	09/30/17	7,750,000	7,743,340	7,757,270	13,930	0.55%	457	3.66%
11/02/12	Treasury Note	912828TW0	0.750	10/31/17	10/31/17	10,950,000	10,952,602	10,977,696	25,094	0.56%	488	5.17%
06/01/16	Praxair Inc	74005PBC7	1.050	11/07/17	11/07/17	685,000	683,718	685,523	1,805	0.99%	495	0.32%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 06/30/16

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
04/19/16	FHLB	3133XMQ87	5.000	11/17/17	11/17/17	2,500,000	2,665,725	2,648,858	(16,867)	0.66%	505	1.25%
09/10/14	FHLMC Reference Notes	3137EABA6	5.125	11/17/17	11/17/17	5,200,000	5,834,036	5,523,565	(310,471)	0.59%	505	2.60%
10/07/14	Mellife Inc	59156RBK3	1.903	12/15/17	12/15/17	800,000	805,636	807,245	1,609	1.28%	533	0.38%
05/06/14	Bank of New York Mellon Corp	06406HCE7	1.300	01/25/18	12/25/17	1,000,000	992,963	1,003,493	10,530	1.07%	543	0.47%
04/19/16	FHLMC Reference Notes	3137EADN6	0.750	01/12/18	01/12/18	3,750,000	3,748,050	3,756,428	8,378	0.64%	561	1.77%
08/07/15	Fifth Third Bank	31677QAV1	1.450	02/28/18	01/28/18	1,000,000	996,120	1,004,959	8,839	1.15%	577	0.47%
12/23/13	FNMA Benchmark Notes	3135G0TG8	0.875	02/08/18	02/08/18	6,000,000	5,904,390	6,030,594	126,204	0.56%	588	2.84%
11/18/15	Exxon Mobil Corp	30231GAL6	1.305	03/06/18	03/06/18	700,000	701,862	705,463	3,601	0.84%	614	0.33%
06/27/16	FHLB	3130A4GJ5	1.125	04/25/18	04/25/18	1,520,000	1,530,579	1,532,390	1,811	0.67%	664	0.72%
09/25/15	Boeing Co	097023BE4	0.950	05/15/18	05/15/18	944,000	938,314	944,700	6,386	0.91%	684	0.45%
03/11/14	Merck & Co Inc	58933YAG0	1.300	05/18/18	05/18/18	1,350,000	1,339,553	1,362,816	23,263	0.79%	687	0.64%
06/29/16	Chevron Corp	166764AE0	1.718	06/24/18	05/24/18	900,000	908,865	910,514	1,649	1.12%	693	0.43%
12/03/14	Treasury Note	912828VE7	1.000	05/31/18	05/31/18	13,010,000	12,972,601	13,110,619	138,018	0.59%	700	6.18%
08/05/15	FHLMC	3137EABP3	4.875	06/13/18	06/13/18	5,500,000	6,011,095	5,944,664	(66,431)	0.70%	713	2.80%
07/06/15	Southern California Gas Company	842434CN0	1.550	06/15/18	06/15/18	1,175,000	1,182,360	1,186,359	3,999	1.05%	715	0.56%
04/19/16	Treasury Note	912828XK1	0.875	07/15/18	07/15/18	7,750,000	7,762,715	7,792,383	29,668	0.60%	745	3.67%
04/19/16	FNMA Benchmark Notes	3135G0E33	1.125	07/20/18	07/20/18	3,750,000	3,771,825	3,782,996	11,171	0.69%	750	1.78%
07/06/15	Nevada Power Company	641423BW7	6.500	08/01/18	08/01/18	1,050,000	1,189,265	1,162,406	(26,859)	1.28%	762	0.55%
08/07/15	3M Company	88579YAP6	1.375	08/07/18	08/07/18	900,000	898,398	909,496	11,098	0.87%	768	0.43%
12/18/15	Berkshire Hathaway Finance Corp	084664BY6	2.000	08/15/18	08/15/18	1,550,000	1,577,051	1,584,236	7,185	0.95%	776	0.75%
08/18/15	Treasury Note	912828RE2	1.500	08/31/18	08/31/18	6,400,000	6,482,133	6,520,749	38,616	0.62%	792	3.07%
04/19/16	FNMA	3135G0E58	1.125	10/19/18	10/19/18	3,750,000	3,772,538	3,784,455	11,917	0.72%	841	1.78%
12/24/15	Simon Property Group LP	828807CQ8	2.200	02/01/19	11/01/18	865,000	875,364	884,019	8,655	1.33%	854	0.42%
11/03/15	Microsoft Corporation	594918BF0	1.300	11/03/18	11/03/18	650,000	649,898	655,903	6,005	0.91%	856	0.31%
04/13/16	Commonwealth Edison Company	202795JC5	2.150	01/15/19	12/15/18	1,000,000	1,018,088	1,019,959	1,871	1.35%	898	0.48%
09/25/15	Manufacturers & Traders Trust Co	55279HAE0	2.300	01/30/19	12/30/18	1,000,000	1,013,451	1,019,796	6,345	1.52%	913	0.48%
12/01/15	Treasury Note	912828A75	1.500	12/31/18	12/31/18	500,000	503,516	510,313	6,797	0.67%	914	0.24%
06/10/16	John Deere Capital Corp	24422ETE9	1.950	01/08/19	01/08/19	1,200,000	1,222,064	1,226,605	4,541	1.06%	922	0.58%
07/01/15	Treasury Note	912828SD3	1.250	01/31/19	01/31/19	4,000,000	4,003,594	4,059,064	55,470	0.67%	945	1.91%
01/14/16	IBM Corp	459200HT1	1.950	02/12/19	02/12/19	1,150,000	1,164,229	1,178,276	14,047	1.00%	957	0.56%
02/26/16	Cisco Systems Inc	17275RAE2	4.950	02/15/19	02/15/19	1,050,000	1,156,947	1,153,754	(3,193)	1.12%	960	0.54%
01/21/15	Union Pacific Corporation	907818DW5	2.250	02/15/19	02/15/19	1,050,000	1,078,576	1,078,810	234	1.19%	960	0.51%
06/30/16	Treasury Note	912828P53	0.750	02/15/19	02/15/19	5,000,000	5,008,984	5,009,765	781	0.67%	960	2.36%
09/15/14	Unitedhealth Group Inc	91324PCB6	1.625	03/15/19	03/15/19	720,000	706,025	727,366	21,341	1.24%	988	0.34%
12/07/15	FHLMC	3137EACA5	3.750	03/27/19	03/27/19	3,500,000	3,763,900	3,778,866	14,966	0.81%	1000	1.78%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 06/30/16

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
04/16/16	Lowes Companies Inc	548661DL8	1.150	04/15/19	04/15/19	1,000,000	998,565	1,001,532	2,967	1.09%	1019	0.47%
09/12/14	Public Service Electric And Gas	74456QBG0	1.800	06/01/19	05/01/19	1,129,000	1,122,407	1,147,587	25,180	1.22%	1035	0.54%
12/08/14	Target Corporation	87612EBB1	2.300	06/26/19	06/26/19	1,005,000	1,027,143	1,038,874	11,731	1.15%	1091	0.49%
03/17/15	FNMA Bench	3135G0ZG1	1.750	09/12/19	09/12/19	4,500,000	4,545,910	4,624,605	78,695	0.87%	1169	2.18%
04/01/16	Treasury Note	912828F62	1.500	10/31/19	10/31/19	3,905,000	3,970,134	3,995,912	25,778	0.79%	1218	1.88%
05/26/15	Arizona Public Service Company	040555CR3	2.200	01/15/20	12/15/19	950,000	956,522	973,100	16,578	1.49%	1263	0.46%
01/19/16	Treasury Note	912828G95	1.625	12/31/19	12/31/19	2,750,000	2,797,266	2,825,947	28,681	0.82%	1279	1.33%
04/21/16	Pepsico Inc	713448BN7	4.500	01/15/20	01/15/20	1,300,000	1,445,830	1,442,237	(3,593)	1.33%	1294	0.68%
04/25/16	Medtronic Inc	585055BG0	2.500	03/15/20	03/15/20	1,200,000	1,241,266	1,244,536	3,270	1.47%	1354	0.59%
05/08/15	United Technologies Corporation	913017BR9	4.500	04/15/20	04/15/20	1,150,000	1,283,709	1,281,557	(2,152)	1.39%	1385	0.60%
03/08/16	Public Service Company of Colorado	744448CD1	3.200	11/15/20	05/15/20	1,080,000	1,135,783	1,149,283	13,500	1.67%	1415	0.54%
04/21/16	Travelers Cos Inc	89417EAG4	3.900	11/01/20	11/01/20	900,000	984,932	987,617	2,685	1.57%	1585	0.47%
Subtotal						\$192,407,911	\$196,083,955	\$195,800,767	\$ (283,188)	0.77%	603	92.28%
Local Agency Investment Fund (LAIF)						16,362,604	16,362,604	16,372,769	10,165	0.58%	167	7.72%
Subtotal						\$208,770,515	\$212,446,559	\$212,173,536	\$ (273,023)	0.76%	569	100.00%
Operating Bank Balance						3,090,657						
TOTAL						\$215,537,216						

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Purchases - Maturities - Sales
As of 06/30/16

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
06/10/16	John Deere Capital Corp	24422ETE9	1.950	01/08/19	1,000,000.00	101.83600	\$ 1,018,360.00	\$ (8,233.33)
06/10/16	John Deere Capital Corp	24422ETE9	1.950	01/08/19	200,000.00	101.85200	203,704.00	(1,646.67)
06/18/16	Treasury Note	912828G95	1.625	12/31/19	1,000,000.00	102.45703	1,024,570.31	(7,678.57)
06/29/16	Chevron Corp	166764AE0	1.718	06/24/18	900,000.00	100.98500	908,865.00	(214.75)
06/27/16	FHLB	3130A4GJ5	1.125	04/25/18	1,520,000.00	100.69600	1,530,579.20	(2,945.00)
06/30/16	Treasury Note	912828P53	0.750	02/15/19	5,000,000.00	100.17969	5,008,984.38	(14,010.99)
TOTAL PURCHASES					\$ 9,620,000.00		\$ 9,695,062.89	\$ (34,729.31)

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
04/18/13	John Deere Capital Corp	24422ERC5	2.250	06/07/16	\$ 1,260,000.00	103.06113	\$ 1,298,570.25	\$ (38,570.25)
06/24/13	Chevron Corp	166764AC4	0.889	06/24/16	890,000.00	100.30562	892,720.00	(2,720.00)
06/17/13	FHLB	3133834R9	0.375	06/24/16	1,500,000.00	99.39500	1,490,925.00	9,075.00
10/21/13	Treasury Note	91282QR4	1.500	06/30/16	5,050,000.00	102.30020	5,166,160.15	(116,160.15)
TOTAL MATURITIES					\$ 8,700,000.00		\$ 8,848,375.40	\$ (148,375.40)

SALES / REDEMPTIONS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
								\$ -		\$ -
								-		-
								-		-
								-		-
TOTAL SALES						\$ -		\$ -	\$ -	\$ -

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
06/01/16-06/30/16

Type of Investment	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned	
FIXED INCOME										
John Deere Capital Corp	MTN	2.250	06/07/16	13,702.51	14,175.00	-	-	472.49	(332.99)	139.50
Chevron Corp	NOTE	0.889	06/24/16	3,450.55	3,956.05	-	-	505.50	(97.45)	408.05
FHLB	NOTE	0.375	06/24/16	2,453.13	2,812.50	-	-	359.37	192.02	551.39
Treasury Note	NOTE	1.500	06/30/16	31,839.97	37,875.00	-	-	6,035.03	(3,954.30)	2,080.73
JPMorgan Chase & Co	NOTE	3.150	07/05/16	20,631.63	-	-	24,871.00	4,239.37	(2,731.49)	1,507.88
Duke Energy Indiana Inc	NOTE	0.979	07/11/16	958.41	-	-	1,533.46	575.05	(35.39)	539.66
Caterpillar Financial Services	NOTE	2.050	08/01/16	8,610.00	-	-	10,762.50	2,152.50	(1,122.97)	1,029.53
Halliburton Company	NOTE	1.000	08/01/16	1,916.67	-	-	2,395.83	479.16	12.19	491.35
Coca-Cola Company (The)	NOTE	1.800	09/01/16	6,525.00	-	-	8,700.00	2,175.00	(1,270.76)	904.24
PNC Bank NA	NOTE	1.300	10/03/16	2,680.88	-	-	4,067.55	1,386.67	(325.13)	1,061.54
Treasury Note	NOTE	1.000	10/31/16	3,452.17	-	-	6,688.59	3,236.42	(949.71)	2,286.71
Procter & Gamble Co	NOTE	0.750	11/04/16	562.50	-	-	1,187.50	625.00	12.44	637.44
Key Bank NA	NOTE	1.100	11/25/16	91.67	-	-	550.00	458.33	10.86	469.19
Comcast Corporation	NOTE	6.500	01/15/17	33,763.88	-	-	41,211.81	7,447.93	(6,201.41)	1,246.52
Pfizer Inc	NOTE	0.900	01/15/17	4,964.00	-	-	6,059.00	1,095.00	78.12	1,173.12
Treasury Note	MTN	0.875	01/31/17	6,012.02	-	-	7,490.38	1,478.36	2.33	1,480.69
Ace InA Holdings Inc	NOTE	5.700	02/15/17	15,105.00	-	-	19,380.00	4,275.00	(3,605.29)	669.71
Walt Disney Co	MTN	1.125	02/15/17	3,975.00	-	-	5,100.00	1,125.00	(204.17)	920.83
FHLMC	NOTE	1.000	03/08/17	13,833.33	-	-	18,833.33	5,000.00	(1,029.26)	3,970.74
Branch Banking and Trust Company	MTN	1.000	04/03/17	1,656.22	-	-	2,512.89	856.67	90.27	946.94
FNMA	NOTE	1.125	04/27/17	4,834.38	-	-	9,100.00	4,265.62	(632.14)	3,633.48
State Street Corporation	NOTE	5.375	04/30/17	4,628.47	-	-	9,107.64	4,479.17	(3,575.78)	903.39
US Bancorp	NOTE	1.650	05/15/17	1,100.00	-	-	3,162.50	2,062.50	(746.62)	1,315.88
FHLB	NOTE	4.875	05/17/17	8,294.27	-	-	26,067.71	17,773.44	(14,292.63)	3,480.81
FHLB	NOTE	1.000	06/21/17	17,814.21	20,000.00	-	1,092.90	3,278.69	(943.54)	2,335.15
Treasury Note	NOTE	0.500	07/31/17	2,136.68	-	-	2,662.09	525.41	150.30	675.71
Home Depot Inc	NOTE	1.023	09/15/17	2,175.01	2,565.39	-	454.44	844.82	(234.67)	610.15
FNMA Bench	NOTE	1.000	09/27/17	5,333.34	-	-	7,833.34	2,500.00	(708.01)	1,791.99
Treasury Note	NOTE	0.625	09/30/17	8,205.26	-	-	12,175.55	3,970.29	377.71	4,348.00
Treasury Note	NOTE	0.750	10/31/17	7,141.30	-	-	13,836.28	6,694.98	(197.28)	6,497.70
Praxair Inc	NOTE	1.050	11/07/17	479.50	-	-	1,078.88	599.38	73.43	672.81
FHLB	NOTE	5.000	11/17/17	4,861.11	-	-	15,277.78	10,416.67	(8,753.08)	1,663.59
FHLMC Reference Notes	NOTE	5.125	11/17/17	10,363.89	-	-	32,572.22	22,208.33	(16,583.33)	5,625.00
Mellife Inc	NOTE	1.903	12/15/17	3,213.96	3,806.00	-	676.62	1,268.66	(147.30)	1,121.36

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
06/01/16-06/30/16

Type of Investment		Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FHLMC Reference Notes	NOTE	0.750	01/12/18	10,859.38	-	-	13,203.13	2,343.75	93.90	2,437.65
Bank of New York Mellon Corp	NOTE	1.300	01/25/18	4,550.00	-	-	5,633.33	1,083.33	139.73	1,223.06
FNMA Benchmark Notes	NOTE	0.875	02/08/18	16,479.17	-	-	20,854.16	4,374.99	2,127.75	6,502.74
Fifth Third Bank	NOTE	1.450	02/28/18	3,665.28	-	-	4,873.62	1,208.34	136.55	1,344.89
Exxon Mobil Corp	NOTE	1.305	03/06/18	2,156.88	-	-	2,918.13	761.25	(67.46)	693.79
FFCB	NOTE	0.473	03/22/18	656.95	2,036.53	-	597.56	1,977.14	560.71	2,537.85
General Electric Capital Corp	NOTE	1.363	04/02/18	3,770.40	-	-	5,760.16	1,989.76	(524.47)	1,465.29
Wells Fargo & Company	NOTE	1.268	04/23/18	2,060.67	-	-	3,645.79	1,585.12	(86.62)	1,498.50
FHLB	NOTE	1.125	04/25/18	-	-	2,945.00	3,135.00	190.00	(64.31)	125.69
Boeing Co	NOTE	0.950	05/15/18	398.57	-	-	1,145.91	747.34	181.02	928.36
Merck & Co Inc	NOTE	1.300	05/18/18	633.75	-	-	2,096.24	1,462.49	155.25	1,617.74
Treasury Note	NOTE	1.000	05/31/18	355.47	-	-	11,019.40	10,663.93	757.22	11,421.15
FHLMC	NOTE	4.875	06/13/18	125,125.00	134,062.50	-	13,406.25	22,343.75	(17,787.45)	4,556.30
Southern California Gas Company	NOTE	1.550	06/15/18	8,397.99	9,106.25	-	809.45	1,517.71	(273.93)	1,243.78
Chevron Corp	NOTE	1.718	06/24/18	-	-	214.75	300.65	85.90	(25.88)	60.02
Treasury Note	NOTE	0.875	07/15/18	25,709.13	-	-	31,298.08	5,588.95	(466.89)	5,122.06
FNMA Benchmark Notes	NOTE	1.125	07/20/18	15,351.56	-	-	18,867.19	3,515.63	(807.34)	2,708.29
Nevada Power Company	NOTE	6.500	08/01/18	22,750.01	-	-	28,437.49	5,687.48	(4,159.45)	1,528.03
3M Company	NOTE	1.375	08/07/18	3,918.75	-	-	4,950.00	1,031.25	44.50	1,075.75
Berkshire Hathaway Finance Corp	NOTE	2.000	08/15/18	9,127.77	-	-	11,711.11	2,583.34	(899.66)	1,683.68
Treasury Note	NOTE	1.500	08/31/18	24,260.86	-	-	32,086.96	7,826.10	(2,234.54)	5,591.56
FNMA	NOTE	1.125	10/19/18	4,921.88	-	-	8,437.50	3,515.62	(751.25)	2,764.37
Microsoft Corporation	NOTE	1.300	11/03/18	657.22	-	-	1,361.38	704.16	2.55	706.71
Treasury Note	NOTE	1.500	12/31/18	3,152.47	3,750.00	-	20.38	617.91	(93.66)	524.25
John Deere Capital Corp	NOTE	1.950	01/08/19	-	-	9,880.00	11,245.00	1,365.00	(499.29)	865.71
Commonwealth Edison Company	NOTE	2.150	01/15/19	8,122.22	-	-	9,913.89	1,791.67	(566.04)	1,225.63
Oracle Corporation	NOTE	1.208	01/15/19	1,845.76	-	-	3,023.89	1,178.13	(111.65)	1,066.48
Manufacturers & Traders Trust Co	NOTE	2.300	01/30/19	7,730.55	-	-	9,647.23	1,916.68	(374.87)	1,541.81
Treasury Note	NOTE	1.250	01/31/19	16,758.24	-	-	20,879.12	4,120.88	(82.30)	4,038.58
Simon Property Group LP	NOTE	2.200	02/01/19	6,343.34	-	-	7,929.16	1,585.82	(328.59)	1,257.23
IBM Corp	NOTE	1.950	02/12/19	6,789.79	-	-	8,658.54	1,868.75	(404.60)	1,464.15
Cisco Systems Inc	NOTE	4.950	02/15/19	15,303.75	-	-	19,635.00	4,331.25	(3,056.13)	1,275.12
Treasury Note	NOTE	0.750	02/15/19	-	-	14,010.99	14,114.01	103.02	(9.36)	93.66
Union Pacific Corporation	NOTE	2.250	02/15/19	6,956.26	-	-	8,925.00	1,968.74	(687.24)	1,281.50
Johnson & Johnson	NOTE	0.943	03/01/19	3,469.55	3,456.13	-	1,178.81	1,165.39	(67.25)	1,098.14

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
06/01/16-06/30/16

Type of Investment		Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Unitedhealth Group Inc	NOTE	1.625	03/15/19	2,470.00	-	-	3,445.00	975.00	258.80	1,233.80
FHLMC	NOTE	3.750	03/27/19	23,333.33	-	-	34,270.83	10,937.50	(6,652.94)	4,284.56
Lowes Companies Inc	NOTE	1.150	04/15/19	1,309.72	-	-	2,268.06	958.34	40.15	998.49
Apple Inc	NOTE	0.934	05/06/19	809.55	-	-	1,743.65	934.10	89.13	1,023.23
Public Service Electric And Gas	NOTE	1.800	06/01/19	10,161.00	10,161.00	-	1,693.50	1,693.50	90.00	1,783.50
Target Corporation	NOTE	2.300	06/26/19	9,952.30	11,557.50	-	321.05	1,926.25	(509.90)	1,416.35
FNMA Bench	NOTE	1.750	09/12/19	17,281.26	-	-	23,843.75	6,562.49	(913.81)	5,648.68
Treasury Note	NOTE	1.500	10/31/19	5,093.48	-	-	9,868.61	4,775.13	(1,493.91)	3,281.22
Treasury Note	NOTE	1.625	12/31/19	11,953.13	22,343.75	7,678.57	121.44	2,833.49	(681.84)	2,151.65
Arizona Public Service Company	NOTE	2.200	01/15/20	7,895.55	-	-	9,637.23	1,741.68	(139.50)	1,602.18
Pepsico Inc	NOTE	4.500	01/15/20	22,100.00	-	-	26,975.00	4,875.00	(3,292.49)	1,582.51
Medtronic Inc	NOTE	2.500	03/15/20	6,333.33	-	-	8,833.33	2,500.00	(884.29)	1,615.71
United Technologies Corporation	NOTE	4.500	04/15/20	6,612.50	-	-	10,925.00	4,312.50	(2,441.45)	1,871.05
American Express Credit Corp	NOTE	1.706	09/14/20	2,584.28	3,009.54	-	563.80	989.06	(58.30)	930.76
Travelers Cos Inc	NOTE	3.900	11/01/20	2,925.00	-	-	5,850.00	2,925.00	(1,581.68)	1,343.32
Public Service Company of Colorado	NOTE	3.200	11/15/20	1,535.99	-	-	4,416.00	2,880.01	(1,126.96)	1,753.05
Subtotal				\$ 751,394.96	\$ 284,673.14	\$ 34,729.31	\$ 782,936.56	\$ 281,485.43	\$ (117,205.07)	\$ 164,280.36
CASH EQUIVALENTS										
Blackrock Liquidity Funds				-	385.96	-	-	385.96	-	385.96
BOA Temp Overnight Deposit				-	-	-	-	-	-	-
Bond Cash Adjustment				-	48.02	-	-	48.02	-	48.02
Columbia Treasury Reserves				-	-	-	-	-	-	-
Subtotal				\$ -	\$ 433.98	\$ -	\$ -	\$ 433.98	\$ -	\$ 433.98
LAIF										
Local Agency Investment Fund				14,794.99	-	-	22,131.99	7,337.00	-	7,337.00
TOTAL				\$ 766,189.95	\$ 285,107.12	\$ 34,729.31	\$ 805,068.55	\$ 289,256.41	\$ (117,205.07)	\$ 172,051.34

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 06/30/16

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
06/30/16	Columbia Treasury Reserves	097101307	0.000	06/30/16	06/30/16	\$ 398,575	\$ 398,575	100.00	\$ -	0.00%	0	1.82%
01/21/15	General Electric Capital Corp	36962G6X7	1.363	04/02/18	07/02/16	185,000	186,693	100.66	(481)	1.01%	2	0.85%
02/19/13	JPMorgan Chase & Co	46625HJA9	3.150	07/05/16	07/05/16	185,000	195,921	100.00	(10,921)	3.10%	5	0.84%
02/20/15	Duke Energy Indiana Inc	263901AE0	0.979	07/11/16	07/11/16	100,000	100,176	100.01	(169)	0.76%	11	0.46%
01/21/16	Oracle Corporation	68389XAR6	1.208	01/15/19	07/15/16	125,000	125,299	100.48	304	1.06%	15	0.57%
10/05/15	Wells Fargo & Company	94974BFK1	1.268	04/23/18	07/23/16	175,000	175,592	100.23	(190)	1.17%	23	0.80%
07/09/14	Caterpillar Financial Services	14912A4X6	2.050	08/01/16	08/01/16	135,000	138,074	100.10	(2,943)	0.91%	32	0.62%
07/09/14	Halliburton Company	406216BB6	1.000	08/01/16	08/01/16	100,000	100,516	100.01	(510)	0.93%	32	0.46%
05/06/16	Apple Inc	037833AP5	0.934	05/06/19	08/06/16	135,000	134,634	99.86	178	1.02%	37	0.62%
02/20/15	PNC Funding Corp	693476BM4	2.700	09/19/16	08/19/16	100,000	102,528	100.23	(2,298)	1.64%	50	0.46%
03/06/13	Coca-Cola Company (The)	191216AU4	1.800	09/01/16	09/01/16	200,000	207,142	100.18	(6,774)	0.71%	63	0.91%
03/02/16	Johnson & Johnson	478160BW3	0.943	03/01/19	09/01/16	160,000	160,136	100.30	347	0.82%	63	0.73%
04/26/16	Home Depot Inc	437076BJ0	1.023	09/15/17	09/15/16	100,000	100,397	100.38	(17)	0.72%	77	0.46%
05/06/15	Treasury Note	912828RM4	1.000	10/31/16	10/31/16	375,000	377,871	100.22	(2,050)	0.34%	123	1.72%
09/12/14	Procter & Gamble Co	742718ED7	0.750	11/04/16	11/04/16	125,000	124,960	100.02	61	0.70%	127	0.57%
07/09/14	Comcast Corporation	20030NAP6	6.500	01/15/17	01/15/17	150,000	165,457	102.93	(11,058)	1.05%	199	0.70%
09/12/14	Pfizer Inc	717081DD2	0.900	01/15/17	01/15/17	160,000	159,874	100.06	229	0.78%	199	0.73%
05/06/15	Treasury Note	912828SC5	0.875	01/31/17	01/31/17	350,000	351,859	100.25	(987)	0.45%	215	1.60%
04/26/16	Ace InA Holdings Inc	00440EAJ6	5.700	02/15/17	02/15/17	100,000	103,859	102.82	(1,034)	1.15%	230	0.47%
02/19/13	Walt Disney Company (The)	25468PCS3	1.125	02/15/17	02/15/17	160,000	159,987	100.25	406	0.73%	230	0.73%
03/19/12	FHLMC	3137EADC0	1.000	03/08/17	03/08/17	755,000	746,165	100.33	11,311	0.52%	251	3.46%
07/09/14	US Bancorp	91159HHD5	1.650	05/15/17	04/15/17	175,000	176,803	100.48	(965)	1.10%	289	0.80%
05/06/15	FNMA	3135G0JA2	1.125	04/27/17	04/27/17	300,000	302,598	100.42	(1,324)	0.61%	301	1.38%
09/12/14	State Street Corporation	857477AD5	5.375	04/30/17	04/30/17	110,000	119,523	103.74	(5,406)	0.86%	304	0.52%
07/07/14	FHLB	3133XKQX6	4.875	05/17/17	05/17/17	875,000	957,246	103.76	(49,370)	0.59%	321	4.14%
01/28/15	FHLB	313379DD8	1.000	06/21/17	06/21/17	700,000	704,816	100.39	(2,088)	0.60%	356	3.21%
10/17/12	Treasury Note	912828TG5	0.500	07/31/17	07/31/17	1,265,000	1,259,009	99.97	5,596	0.53%	396	5.77%
03/17/15	FNMA Bench	3135G0ZL0	1.000	09/27/17	09/27/17	700,000	700,924	100.46	2,281	0.63%	454	3.21%
09/25/14	Treasury Note	912828TW0	0.750	10/31/17	10/31/17	940,000	932,264	100.25	10,114	0.56%	488	4.30%
06/01/16	Praxair Inc	74005PBC7	1.050	11/07/17	11/07/17	75,000	74,859	100.08	198	0.99%	495	0.34%
11/20/14	FHLB	3133XMQ87	5.000	11/17/17	11/17/17	450,000	501,998	105.95	(25,204)	0.66%	505	2.18%
09/10/14	FHLMC Reference Notes	3137EABA6	5.125	11/17/17	11/17/17	800,000	897,594	106.22	(47,815)	0.59%	505	3.88%
10/07/14	Metlife Inc	59156RBK3	1.903	12/15/17	12/15/17	100,000	100,663	100.91	243	1.28%	533	0.46%
07/09/14	Bank Of New York Mellon Corp	06406HCE7	1.300	01/25/18	12/25/17	100,000	98,925	100.35	1,424	1.07%	543	0.46%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 06/30/16

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
07/07/14	FNMA Benchmark Notes	3135G0TG8	0.875	02/08/18	02/08/18	1,000,000	986,045	100.51	19,054	0.56%	588	4.59%
10/28/15	Exxon Mobil Corp	30231GAL6	1.305	03/06/18	03/06/18	100,000	100,776	100.78	4	0.84%	614	0.46%
06/25/16	FHLB	3130A4GJ5	1.125	04/25/18	04/25/18	555,000	559,246	100.82	278	0.67%	664	2.55%
09/25/15	Boeing Co	097023BE4	0.950	05/15/18	05/15/18	94,000	93,432	100.07	638	0.91%	684	0.43%
07/09/14	Merck & Co Inc	58933YAG0	1.300	05/18/18	05/18/18	150,000	148,778	100.95	2,646	0.79%	687	0.69%
06/29/16	Chevron Corp	166764AE0	1.718	06/24/18	05/24/18	100,000	100,985	101.17	183	1.12%	693	0.46%
02/18/15	Treasury Note	912828VE7	1.000	05/31/18	05/31/18	825,000	825,248	100.77	6,133	0.59%	700	3.80%
09/25/14	FHLMC	3137EABP3	4.875	06/13/18	06/13/18	750,000	834,773	108.08	(24,137)	0.70%	713	3.70%
04/21/16	Southern California Gas Company	842434CN0	1.550	06/15/18	06/15/18	125,000	125,896	100.97	312	1.05%	715	0.58%
02/29/16	Nevada Power Company	641423BW7	6.500	08/01/18	08/01/18	115,000	127,818	110.71	(507)	1.28%	762	0.58%
06/30/16	3M Company	88579YAP6	1.375	08/07/18	08/07/18	100,000	101,129	101.06	(74)	0.87%	768	0.46%
12/18/15	Berkshire Hathaway Finance Corp	084664BY6	2.000	08/15/18	08/15/18	165,000	167,603	102.21	1,042	0.95%	776	0.77%
12/10/15	Treasury Note	912828RE2	1.500	08/31/18	08/31/18	800,000	809,246	101.89	5,848	0.62%	792	3.72%
12/24/15	Simon Property Group LP	828807CQ8	2.200	02/01/19	11/01/18	97,000	97,924	102.20	1,209	1.33%	854	0.45%
01/21/16	Microsoft Corporation	5594918BF0	1.300	11/03/18	11/03/18	100,000	100,032	100.91	876	0.91%	856	0.46%
04/13/16	Commonwealth Edison Company	202795JC5	2.150	01/15/19	12/15/18	115,000	117,094	102.00	201	1.35%	898	0.54%
11/16/15	Treasury Note	912828A75	1.500	12/31/18	12/31/18	600,000	604,953	102.06	7,422	0.67%	914	2.80%
09/25/15	BB&T Corp	05531FAQ6	2.250	02/01/19	01/02/19	110,000	111,642	102.43	1,032	1.29%	916	0.51%
06/30/16	John Deere Capital Corp	24422ETE9	1.950	01/08/19	01/08/19	135,000	138,016	102.22	(23)	1.06%	922	0.63%
04/01/15	Treasury Note	912828SD3	1.250	01/31/19	01/31/19	900,000	905,625	101.48	7,664	0.67%	945	4.17%
01/14/16	IBM Corp	459200HT1	1.950	02/12/19	02/12/19	110,000	111,065	102.46	1,640	1.00%	957	0.51%
02/26/16	Cisco Systems Inc	17275RAE2	4.950	02/15/19	02/15/19	125,000	137,609	109.88	(257)	1.12%	960	0.63%
01/21/15	Union Pacific Corporation	907818DW5	2.250	02/15/19	02/15/19	115,000	118,266	102.74	(111)	1.19%	960	0.54%
09/15/14	Unitedhealth Group Inc	91324PCB6	1.625	03/15/19	03/15/19	100,000	98,472	101.02	2,551	1.24%	988	0.46%
04/20/16	Lowes Companies Inc	548661DL8	1.150	04/15/19	04/15/19	110,000	109,881	100.15	288	1.09%	1019	0.50%
09/12/14	Public Service Electric And Gas	74456QBG0	1.800	06/01/19	05/01/19	124,000	123,022	101.65	3,019	1.22%	1035	0.58%
01/21/15	Target Corporation	87612EBB1	2.300	06/26/19	06/26/19	110,000	113,227	103.37	481	1.15%	1091	0.52%
01/28/15	FNMA Bench	3135G0ZG1	1.750	09/12/19	09/12/19	740,000	749,249	102.77	11,242	0.87%	1169	3.47%
04/01/16	Treasury Note	912828F62	1.500	10/31/19	10/31/19	610,000	620,175	102.33	4,026	0.79%	1218	2.85%
05/26/15	Arizona Public Service Company	040555CR3	2.200	01/15/20	12/15/19	100,000	100,341	102.43	2,091	1.49%	1263	0.47%
01/11/16	Treasury Note	912828G95	1.625	12/31/19	12/31/19	760,000	771,928	102.76	9,061	0.82%	1279	3.57%
12/14/15	Pepsico Inc	713448BN7	4.500	01/15/20	01/15/20	140,000	153,849	110.94	1,469	1.33%	1294	0.71%
04/25/16	Medtronic Inc	585055BG0	2.500	03/15/20	03/15/20	130,000	134,471	103.71	354	1.47%	1354	0.62%
05/18/15	United Technologies Corporation	913017BR9	4.500	04/15/20	04/15/20	125,000	139,686	111.44	(386)	1.39%	1385	0.64%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 06/30/16

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
09/25/15	American Express Credit Corp	0258M0DT3	2.375	05/26/20	04/25/20	65,000	65,156	102.31	1,348	1.76%	1395	0.30%
03/08/16	Public Service Company of Colorado	744448CD1	3.200	11/15/20	05/15/20	115,000	120,648	106.42	1,729	1.67%	1415	0.56%
04/21/16	Travelers Cos Inc	89417EAG4	3.900	11/01/20	11/01/20	100,000	109,436	109.74	299	1.57%	1585	0.50%
	Subtotal					\$ 21,478,575	\$ 21,975,679		\$ (70,267)	0.76%	608	100.00%
	PFC Bank Balance						357					
	TOTAL						\$ 21,976,036					

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Purchases - Maturities - Sales
As of 06/30/16

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
06/24/16	Treasury Note	912828RE2	1.500	08/31/18	\$ 300,000.00	101.51953	\$ 304,558.59	\$ (1,418.48)
06/29/16	Chevron Corp	166764AE0	1.718	06/24/18	100,000.00	100.98500	100,985.00	(23.86)
06/25/16	FHLB	3130A4GJ5	1.125	04/25/18	265,000.00	100.69600	266,844.40	(513.44)
06/30/16	3M Company	88579YAP6	1.375	08/07/18	100,000.00	101.12900	101,129.00	(546.18)
06/30/16	BB&T Corp	05531FAQ6	2.250	02/01/19	35,000.00	102.46900	35,864.15	(325.94)
06/28/16	FHLB	3130A4GJ5	1.125	04/25/18	290,000.00	100.82800	292,401.20	(570.94)
06/30/16	John Deere Capital Corp	24422ETE9	1.950	01/08/19	135,000.00	102.23400	138,015.90	(1,257.75)
06/28/16	Treasury Note	912828G95	1.625	12/31/19	235,000.00	102.90234	241,820.51	(1,888.39)
06/30/16	US Bancorp	91159HHD5	1.650	05/15/17	25,000.00	100.51500	25,128.75	(51.56)
06/30/16	Wells Fargo & Company	94974BFK1	1.268	04/23/18	25,000.00	100.26800	25,067.00	(58.12)
TOTAL PURCHASES					\$ 1,510,000.00		\$ 1,531,814.50	\$ (6,654.66)

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
02/19/13	John Deere Capital Corp	24422ERC5	2.250	06/07/16	\$ 150,000.00	104.31900	\$ 156,478.50	\$ (6,478.50)
11/04/14	Chevron Corp	166764AC4	0.889	06/24/16	125,000.00	100.58300	125,728.75	(728.75)
04/28/16	FHLB	3133834R9	0.375	06/24/16	225,000.00	100.00300	225,006.75	(6.75)
02/24/16	Treasury Note	912828QR4	1.500	06/30/16	325,000.00	100.37891	326,231.45	(1,231.45)
TOTAL MATURITIES					\$ 825,000.00		\$ 833,445.45	\$ (8,445.45)

SALES / REDEMPTIONS / DELIVERS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
								\$ -		\$ -
								-		-
								-		-
								-		-
						\$ -		\$ -	\$ -	\$ -

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
06/01/16-06/30/16

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME										
John Deere Capital Corp	MTN	2.250	06/07/16	1,631.25	1,687.50	-	-	56.25	(32.72)	23.53
Chevron Corp	MTN	0.889	06/24/16	484.63	555.63	-	-	71.00	(28.41)	42.59
FHLB	NOTE	0.375	06/24/16	367.97	421.88	-	-	53.91	(2.77)	51.14
Treasury Note	NOTE	1.500	06/30/16	2,049.11	2,437.50	-	-	388.39	(281.20)	107.19
JPMorgan Chase & Co	NOTE	3.150	07/05/16	2,363.38	-	-	2,849.00	485.62	(269.42)	216.20
Duke Energy Indiana Inc	NOTE	0.979	07/11/16	135.94	-	-	217.51	81.57	(10.53)	71.04
Caterpillar Financial Services	NOTE	2.050	08/01/16	922.49	-	-	1,153.13	230.64	(142.46)	88.18
Halliburton Company	NOTE	1.000	08/01/16	333.33	-	-	416.67	83.34	(21.90)	61.44
Coca-Cola Company (The)	NOTE	1.800	09/01/16	900.00	-	-	1,200.00	300.00	(170.73)	129.27
PNC Funding Corp	NOTE	2.700	09/19/16	540.00	-	-	765.00	225.00	(140.70)	84.30
Treasury Note	NOTE	1.000	10/31/16	326.09	-	-	631.79	305.70	(158.34)	147.36
Procter & Gamble Co	NOTE	0.750	11/04/16	70.31	-	-	148.44	78.13	1.56	79.69
Comcast Corporation	NOTE	6.500	01/15/17	3,683.34	-	-	4,495.83	812.49	(679.54)	132.95
Pfizer Inc	NOTE	0.900	01/15/17	544.00	-	-	664.00	120.00	0.84	120.84
Treasury Note	NOTE	0.875	01/31/17	1,026.44	-	-	1,278.85	252.41	(87.71)	164.70
Ace InA Holdings Inc	NOTE	5.700	02/15/17	1,678.33	-	-	2,153.33	475.00	(400.59)	74.41
Walt Disney Company (The)	MTN	1.125	02/15/17	530.00	-	-	680.00	150.00	0.26	150.26
FHLMC	NOTE	1.000	03/08/17	1,740.69	-	-	2,369.86	629.17	209.60	838.77
FNMA	NOTE	1.125	04/27/17	318.75	-	-	600.00	281.25	(109.62)	171.63
State Street Corporation	NOTE	5.375	04/30/17	509.13	-	-	1,001.83	492.70	(387.96)	104.74
US Bancorp	NOTE	1.650	05/15/17	110.01	-	51.56	368.96	207.39	(63.45)	143.94
FHLB	NOTE	4.875	05/17/17	1,658.86	-	-	5,213.55	3,554.69	(2,848.54)	706.15
FHLB	NOTE	1.000	06/21/17	3,117.49	3,500.00	-	191.26	573.77	(165.12)	408.65
Treasury Note	NOTE	0.500	07/31/17	2,119.92	-	-	2,641.21	521.29	242.77	764.06
Home Depot Inc	NOTE	1.023	09/15/17	217.50	256.54	-	45.44	84.48	(23.47)	61.01
FNMA Bench	NOTE	1.000	09/27/17	1,244.44	-	-	1,827.78	583.34	(30.46)	552.88
Treasury Note	NOTE	0.750	10/31/17	613.04	-	-	1,187.77	574.73	212.09	786.82
Praxair Inc	NOTE	1.050	11/07/17	52.50	-	-	118.13	65.63	8.08	73.71
FHLB	NOTE	5.000	11/17/17	875.00	-	-	2,750.00	1,875.00	(1,448.40)	426.60
FHLMC Reference Notes	NOTE	5.125	11/17/17	1,594.45	-	-	5,011.11	3,416.66	(2,574.43)	842.23
Mellife Inc	NOTE	1.903	12/15/17	401.74	475.75	-	84.58	158.59	(17.33)	141.26
Bank Of New York Mellon Corp	NOTE	1.300	01/25/18	455.00	-	-	563.33	108.33	26.46	134.79
FNMA Benchmark Notes	NOTE	0.875	02/08/18	2,746.53	-	-	3,475.70	729.17	337.87	1,067.04

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
06/01/16-06/30/16

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Exxon Mobil Corp	NOTE	1.305	03/06/18	308.13	-	-	416.88	108.75	(27.45)	81.30
General Electric Capital Corp	NOTE	1.363	04/02/18	412.74	-	-	630.55	217.81	(47.41)	170.40
Wells Fargo & Company	NOTE	1.268	04/23/18	206.06	-	58.12	425.34	161.16	(17.01)	144.15
FHLB	NOTE	1.125	04/25/18	-	-	1,084.38	1,144.69	60.31	(22.17)	38.14
Boeing Co	NOTE	0.950	05/15/18	39.68	-	-	114.10	74.42	18.10	92.52
Merck & Co Inc	NOTE	1.300	05/18/18	70.42	-	-	232.92	162.50	21.73	184.23
Treasury Note	NOTE	1.000	05/31/18	22.54	-	-	698.77	676.23	(35.89)	640.34
FHLMC	NOTE	4.875	06/13/18	17,062.50	18,281.25	-	1,828.13	3,046.88	(2,150.83)	896.05
Southern California Gas Company	NOTE	1.550	06/15/18	893.40	968.75	-	86.11	161.46	(34.74)	126.72
Chevron Corp	NOTE	1.718	06/24/18	-	-	23.86	33.41	9.55	(2.88)	6.67
Nevada Power Company	NOTE	6.500	08/01/18	2,491.67	-	-	3,114.58	622.91	(444.46)	178.45
3M Company	NOTE	1.375	08/07/18	-	-	546.18	550.00	3.82	(1.49)	2.33
Berkshire Hathaway Finance Corp	NOTE	2.000	08/15/18	971.66	-	-	1,246.66	275.00	(83.16)	191.84
Treasury Note	NOTE	1.500	08/31/18	1,895.38	-	1,418.48	4,010.87	697.01	(181.33)	515.68
Microsoft Corporation	NOTE	1.300	11/03/18	101.11	-	-	209.44	108.33	(0.96)	107.37
Treasury Note	NOTE	1.500	12/31/18	3,782.97	4,500.00	-	24.45	741.48	(129.34)	612.14
John Deere Capital Corp	NOTE	1.950	01/08/19	-	-	1,257.75	1,265.06	7.31	(3.32)	3.99
Commonwealth Edison Company	NOTE	2.150	01/15/19	934.06	-	-	1,140.10	206.04	(65.41)	140.63
Oracle Corporation	NOTE	1.208	01/15/19	197.20	-	-	323.06	125.86	(8.41)	117.45
Treasury Note	NOTE	1.250	01/31/19	3,770.60	-	-	4,697.81	927.21	(137.86)	789.35
BB&T Corp	NOTE	2.250	02/01/19	562.50	-	325.94	1,031.26	142.82	(20.79)	122.03
Simon Property Group LP	NOTE	2.200	02/01/19	711.33	-	-	889.17	177.84	(28.17)	149.67
IBM Corp	NOTE	1.950	02/12/19	649.46	-	-	828.21	178.75	(28.83)	149.92
Cisco Systems Inc	NOTE	4.950	02/15/19	1,821.88	-	-	2,337.50	515.62	(353.84)	161.78
Union Pacific Corporation	NOTE	2.250	02/15/19	761.90	-	-	977.50	215.60	(72.85)	142.75
Johnson & Johnson	NOTE	0.943	03/01/19	370.09	368.65	-	125.75	124.31	(3.89)	120.42
Unitedhealth Group Inc	NOTE	1.625	03/15/19	343.05	-	-	478.47	135.42	28.24	163.66
Lowes Companies Inc	NOTE	1.150	04/15/19	144.07	-	-	249.49	105.42	3.32	108.74
Apple Inc	NOTE	0.934	05/06/19	91.07	-	-	196.16	105.09	10.03	115.12
Public Service Electric And Gas	NOTE	1.800	06/01/19	1,116.00	1,116.00	-	186.00	186.00	15.50	201.50
Target Corporation	NOTE	2.300	06/26/19	1,089.31	1,265.00	-	35.14	210.83	(65.69)	145.14
FNMA Bench	NOTE	1.750	09/12/19	2,841.81	-	-	3,920.97	1,079.16	(167.20)	911.96
Treasury Note	NOTE	1.500	10/31/19	795.65	-	-	1,541.58	745.93	(233.37)	512.56
Treasury Note	NOTE	1.625	12/31/19	3,585.94	6,175.00	1,888.39	33.56	734.23	(121.97)	612.26

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
06/01/16-06/30/16

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Arizona Public Service Company	NOTE	2.200	01/15/20	831.11	-	-	1,014.44	183.33	(6.24)	177.09
Pepsico Inc	NOTE	4.500	01/15/20	2,380.00	-	-	2,905.00	525.00	(285.70)	239.30
Medtronic Inc	NOTE	2.500	03/15/20	686.11	-	-	956.95	270.84	(95.80)	175.04
United Technologies Corporation	NOTE	4.500	04/15/20	718.75	-	-	1,187.50	468.75	(247.94)	220.81
American Express Credit Corp	NOTE	2.375	05/26/20	21.44	-	-	150.09	128.65	(2.86)	125.79
Travelers Cos Inc	NOTE	3.900	11/01/20	325.00	-	-	650.00	325.00	(175.74)	149.26
Public Service Company of Colorado	NOTE	3.200	11/15/20	163.55	-	-	470.21	306.66	(113.16)	193.50
Subtotal				\$ 88,531.80	\$ 42,009.45	\$ 6,654.66	\$ 86,461.94	\$ 33,284.93	\$ (14,377.51)	\$ 18,907.42
CASH EQUIVALENTS										
Blackrock Liquidity Funds				-	91.48	-	-	91.48	-	91.48
BOA Temp Overnight Deposit				-	0.44	-	-	0.44	-	0.44
Bond Cash Adjustment				-	12.00	-	-	12.00	-	12.00
Columbia Treasury Reserve				-	-	-	-	-	-	-
Subtotal				\$ -	\$ 103.92	\$ -	\$ -	\$ 103.92	\$ -	\$ 103.92
TOTAL				\$ 88,531.80	\$ 42,113.37	\$ 6,654.66	\$ 86,461.94	\$ 33,388.85	\$ (14,377.51)	\$ 19,011.34

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND TWELVE MONTHS ENDED JUNE 30, 2016 & 2015

Monthly Performance					June 2016	Fiscal YTD Performance (July 2015 - June 2016)				
Actual \$ Jun 2016	Budget Jun 2016	Actual \$ Prior Year Jun 2015	Note	Variance Actual Vs. Budget		Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
OPERATING ACTIVITY										
CASH RECEIPTS FROM OPERATIONS										
\$279,715	\$284,913	\$278,600	(2)	(\$5,198)	Landing/Fuel Fees	\$3,485,537	\$3,419,000	\$3,411,003	(2)	\$66,537
1,652,581	1,653,000	1,761,491	(3)	(419)	Parking Fees	19,665,839	19,385,000	19,452,726	(3)	280,839
1,104,903	902,080	856,846	(4)	202,823	Rental Receipts - Terminal Building	11,537,549	10,824,971	10,694,494	(4)	712,578
1,205,140	903,344	968,778	(5)	301,796	Rental Receipts - Other Buildings	11,991,403	10,840,029	11,630,370	(5)	1,151,374
105,475	59,163	120,379	(6)	46,312	Other Receipts	1,429,322	710,000	1,191,227	(6)	719,322
126,247	120,837	(106,990)	(7)	5,410	Investment Receipts - Treasurer/Other Interest Earned	1,594,495	1,450,000	1,264,447	(7)	144,495
<u>\$4,474,061</u>	<u>\$3,923,337</u>	<u>\$3,879,104</u>	<u>(1)</u>	<u>\$550,724</u>		<u>\$49,704,145</u>	<u>\$46,629,000</u>	<u>\$47,644,267</u>	<u>(1)</u>	<u>\$3,075,145</u>
CASH DISBURSEMENTS FROM OPERATIONS										
(\$95,328)	(\$131,753)	(\$65,690)	(9)	\$36,425	Administrative Supplies & Costs	(\$902,474)	(\$1,138,220)	(\$926,139)	(9)	\$235,746
(280,598)	(393,507)	(287,552)	(10)	112,909	Operating Supplies & Maintenance	(3,224,801)	(4,092,095)	(3,828,717)	(10)	867,294
(3,351,860)	(3,184,029)	(640,192)	(11)	(167,831)	Contractual Operating Costs	(24,657,894)	(24,406,954)	(21,085,086)	(11)	(250,940)
(370,950)	(236,023)	(224,231)	(12)	(134,927)	Contractual Professional Services	(4,399,104)	(4,492,265)	(4,379,858)	(12)	93,161
(350,765)	(364,902)	(340,796)	(13)	14,137	Wages & Benefits	(4,683,559)	(4,806,533)	(4,543,871)	(13)	122,974
(15,206)	(64,889)	(17,840)	(14)	49,683	Other Operating Costs	(294,431)	(613,624)	(347,699)	(14)	319,193
(358,454)	(358,456)	(129,288)		2	Bond Debt Service - 2015 Bonds	(4,301,448)	(4,301,450)	(5,303,201)		2
0	0	0	(15)	0	Parking Tax	(2,089,669)	(2,066,250)	(2,052,709)	(15)	(23,419)
<u>(\$4,823,161)</u>	<u>(\$4,733,559)</u>	<u>(\$1,705,589)</u>	<u>(8)</u>	<u>(\$89,602)</u>		<u>(\$44,553,380)</u>	<u>(\$45,917,391)</u>	<u>(\$42,467,280)</u>	<u>(8)</u>	<u>\$1,364,011</u>
<u>(\$349,100)</u>	<u>(\$810,222)</u>	<u>\$2,173,515</u>		<u>\$461,122</u>	INCREASE (DECREASE) IN CASH FROM OPERATIONS	<u>\$5,150,765</u>	<u>\$711,609</u>	<u>\$5,176,987</u>		<u>\$4,439,156</u>
FACILITY IMPROVEMENT / NOISE MITIGATION TRANSACTIONS										
CASH DISBURSEMENTS										
(\$274)	\$0	(\$2,726)	(16)	(\$274)	Sound Insulation Program Costs	(\$385,503)	(\$25,000)	(\$2,365,111)	(16)	(\$360,503)
(2,123,236)	(7,858,629)	(2,648,599)	(17)	5,735,393	Other Facility Improvement Program Project Costs	(14,375,900)	(14,787,750)	(11,685,129)	(17)	411,850
0	0	(90,417)	(18)	0	Regional Intermodal Transportation Center	133,135	0	(4,996,781)	(18)	133,135
<u>(\$2,123,510)</u>	<u>(\$7,858,629)</u>	<u>(\$2,741,742)</u>		<u>\$5,735,119</u>		<u>(\$14,628,268)</u>	<u>(\$14,812,750)</u>	<u>(\$19,047,021)</u>		<u>\$184,482</u>
CASH RECEIPTS FROM FUNDING SOURCES										
\$0	\$0	\$0	(16)	\$0	FAA Grants - Sound Insulation Program	\$303,958	\$0	\$1,912,838	(16)	\$303,958
1,959,079	2,293,415	1,442,008	(19)	(334,336)	FAA Grants - Facility Improvement Program	4,093,483	5,181,937	2,076,015	(19)	(1,088,454)
59,241	114,920	0	(20)	(55,679)	Other Grants	180,732	175,000	1,552,260	(20)	5,732
0	0	0		0	Bond Proceeds Reimbursement	0	0	536,328		0
0	0	0		0	Customer Facility Charge Receipts/Reserves	0	0	(512,960)		0
407,540	2,610,469	308,480	(21)	(2,202,929)	Passenger Facility Charge Receipts/Reserves	7,295,429	4,493,563	5,939,410	(21)	2,801,866
848,129	2,225,235	371,167	(22)	(1,377,106)	Facility Development Fund (Authority Reserves)	5,133,568	4,624,500	6,002,824	(22)	509,068
<u>\$3,273,989</u>	<u>\$7,244,039</u>	<u>\$2,121,655</u>		<u>(\$3,970,050)</u>		<u>\$17,007,170</u>	<u>\$14,475,000</u>	<u>\$17,506,715</u>		<u>\$2,532,170</u>
<u>\$1,150,479</u>	<u>(\$614,590)</u>	<u>(\$620,087)</u>		<u>\$1,765,069</u>	INCREASE (DECREASE) - FACILITY / NOISE MITIGATION TRANSACTIONS	<u>\$2,378,902</u>	<u>(\$337,750)</u>	<u>(\$1,540,306)</u>		<u>\$2,716,652</u>
<u>\$801,379</u>	<u>(\$1,424,812)</u>	<u>\$1,553,428</u>		<u>\$2,226,191</u>	NET ACTIVITY VS. BUDGET	<u>\$7,529,667</u>	<u>\$373,859</u>	<u>\$3,636,681</u>		<u>\$7,155,808</u>
<u>(\$848,129)</u>	<u>(\$2,225,235)</u>	<u>(\$371,167)</u>		<u>\$1,377,106</u>	LESS USE OF AUTHORITY RESERVES	<u>(\$5,133,568)</u>	<u>(\$4,624,500)</u>	<u>(\$6,002,824)</u>		<u>(\$509,068)</u>
<u>(\$46,750)</u>	<u>(\$3,650,047)</u>	<u>\$1,182,261</u>		<u>\$3,603,297</u>	NET INCREASE (DECREASE) IN CASH - TOTAL (see note below)	<u>\$2,396,099</u>	<u>(\$4,250,641)</u>	<u>(\$2,366,143)</u>		<u>\$6,646,740</u>

Notes: (a) The FY 2016 adopted budget approved use of \$4,624,500 of Authority Reserves to provide funding for the airport share of capital projects. See additional discussion at note 23.
(b) In April 2016, the Authority closed on the sale of the B-6 Trust and the Kenwood Lot properties. Net proceeds of \$63.2 million and \$2.1 million, respectively, were deposited to the Facility Development Reserve and invested in accordance with the 2016 Investment Policy.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND TWELVE MONTHS ENDED JUNE 30, 2016 & 2015

General Comments

The Schedule of Cash Receipts and Disbursements ("Schedule") represents the cash basis activity for the month and fiscal year-end compared to the allocation of the annual adopted budget.

The Schedule consists of two sections: Operating Activity and Facility Improvement/Noise Mitigation Transactions. Receipts are shown as positive amounts and disbursements as negative amounts. Favorable budget variances are shown as positive amounts and unfavorable variances as negative amounts. Because this Schedule is on a cash basis, cash timing differences may contribute to budget variances.

The Operating Activity receipts include charges for services (parking, landing fees and concessions), tenant rents, fuel flowage fees, other revenues and investment receipts. The Operating Activity disbursements include costs of services, materials, contracts, personnel and debt service.

Facility Improvement/Noise Mitigation Transactions represent the activity for the Authority's capital program, which consists of (a) the Sound Insulation Program, (b) Other Facility Improvement Program Projects, and (c) the Regional Intermodal Transportation Center ("RITC"). The RITC project was completed in FY 2015.

The FY 2016 Capital Program expenditures are primarily funded by the following sources:

- FAA-approved Passenger Facility Charge ("PFC") program receipts/reserves;
- Grants;
- Facility Development Funds (Authority Reserves).

The notes below provide additional information regarding the performance results detailed in the "Schedule of Cash Receipts and Disbursements."

A Supplemental Schedule of Cash Receipts and Disbursements reflecting the activities related to the Series 2012 Bond debt service and repayment to the Authority of the loans provided to the Rent-A-Car Companies ("RACs") for the Regional Intermodal Transportation Center is also presented.

NOTE (1) – Cash Receipts from Operations

Cash receipts from operations are ahead of budget at fiscal year-end due to better than expected performance primarily in parking, concessions and filming revenues. On the accrual basis, all categories of operating revenues are favorably ahead of budget FYTD 2016 by \$2,850,184. See notes 2 through 7 for additional information regarding operating receipts.

NOTE (2) – Landing/Fuel Fees

Landing fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of \$0.05 a gallon to non-signatory air carriers for fuel uploaded at BUR. Landing fees and fuel fees performed ahead of the budget forecast at fiscal year-end. Accrual basis revenues for this line item are ahead of budget at fiscal year-end by \$150,133.

NOTE (3) – Parking Fees

Parking fee revenues performed ahead of the budget forecast. Accrual basis parking fees are \$315,020 ahead of budget at fiscal year-end.

NOTE (4) – Rental Receipts - Terminal Building

Terminal Building rental receipts exceed the budget at fiscal year-end primarily due to the timing of receipts and additional concession revenues received above the minimum annual guarantee. Accrual basis terminal building rents are \$580,825 ahead of budget at fiscal year-end.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND TWELVE MONTHS ENDED JUNE 30, 2016 & 2015

NOTE (5) – Rental Receipts - Other Buildings

Other Buildings rental receipts exceed the budget at fiscal year-end primarily due to the timing of receipts. This line item includes a settlement from the unlawful detainer claim against Affordable Storage and reimbursement for utilities billed in FY 2015. Accrual basis other building receipts are \$709,161 ahead of budget at fiscal year-end.

NOTE (6) – Other Receipts

This category consists primarily of off-airport access fees and film location revenues. This line item favorably exceeds the budget at fiscal year-end primarily due to strong film location revenues. Accrual basis other revenues are \$728,693 ahead of budget at fiscal year-end.

NOTE (7) – Investment Receipts - Treasurer

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes and the timing of coupon payments and individual investment maturities and sales. Accrual basis investment income, including the interest earned on the RITC loans to the rental car companies, exceeds the budget at fiscal year-end by \$366,352.

NOTE (8) – Cash Disbursements from Operations

Overall operating disbursements are favorably under budget at fiscal year-end. On an accrual basis operating disbursements are favorably within budget parameters. See additional information on operating disbursements in notes 9 through 15.

NOTE (9) – Administrative Supplies & Costs

This line item includes office supplies, printing, postage and delivery, office equipment service and lease, recruiting, membership, uniform, Commission meeting, conference and training costs. This line item is under budget at fiscal year-end primarily due lower than anticipated expenses and due to the timing of payments.

NOTE (10) – Operating Supplies & Maintenance

This line item includes utilities, fuel, general repairs and maintenance, landscaping, supplies and telephone costs. This line item is under budget at fiscal year-end primarily due to lower than budgeted fuel costs and the timing of payments.

NOTE (11) – Contractual Operating Costs

This line item includes various contractual operating costs such as ARFF services, janitorial services, systems and vehicle repair, parking operations and the TBI Airport Management contract costs. This line item exceeds the budget at fiscal year-end due to the timing of payments; specifically, the payment in July of May and June TBI Airport Management costs (this offsets June 2015 which was under budget by a corresponding amount). This line item is within budget on the accrual basis.

NOTE (12) – Contractual Professional Services

This line item includes various professional services such as legal, auditing, noise, financial and insurance.

NOTE (13) – Wages and Benefits

Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the impact of the terms of the Memorandum of Understanding effective February 2014. Wages and benefits include overtime for film location services which are recovered through the related revenue. Wages and benefits are under budget at fiscal year-end primarily due to savings in worker's compensation premium costs.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND TWELVE MONTHS ENDED JUNE 30, 2016 & 2015

NOTE (14) – Other Operating Costs

This line item includes public relations/advertising, air service retention, license and permits and bad debt expense. This line item is under budget at fiscal year-end primarily due to lower than expected expenditures related to the Airport branding program.

NOTE (15) – Parking Tax

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. The amount due in July 2016 of \$544,548 reflects the parking activity for the months of April, May and June. At fiscal year end, parking tax was over budget due to higher than forecasted parking revenues.

NOTE (16) – Sound Insulation Program

The FY 2016 Sound Insulation Program expenditures represent the closeout of the single family modules in the program. A Part 150 Study is under final FAA review and upon conclusion may result in eligible multi-family and an additional number of single family residences being added to the sound insulation program in the future.

NOTE (17) – Other Facility Improvement Program Projects

Other Facility Improvement Program project expenditures are under budget at fiscal year-end by \$411,850. Highlights of project expenditures for the fiscal year are the completion of the Airfield Lighting project which was reimbursed through PFC revenues; additional expenditures beyond the budget "place holder" for the Replacement Passenger Terminal project; completion costs associated with the Taxiway B Rehabilitation project; completion of replacement carpet in the main terminal; various IT related infrastructure projects; and a significant amount of work towards the installation of the replacement emergency generator. Certain approved and budgeted FY 2016 projects were deferred to future budget years.

NOTE (18) – Regional Intermodal Transportation Center

The Regional Intermodal Transportation Center project was completed in FY 2015. \$30,590 of final completion expenditures related to FY 2015 were paid in the current year.

Due to the strong safety measures taken during the construction of the RITC and other OCIP-covered projects, the Insurance Underwriter returned \$500,000 of excess OCIP reserves to the Authority. The Authority paid the portion of the refund related to the 2012 Bonds (\$336,275) to the 2012 Bond Trustee (See Supplemental Schedule), and the balance of \$163,725 reduced the net cost of the RITC Project expenditures.

NOTE (19) – FAA Grants – Other Facility Improvement Program Projects

FAA Grants – Other Facility Improvement Program Projects are under budget at fiscal year-end by \$1,088,454 due to the timing of grant reimbursements for eligible expenditures or timing of project expenditures.

NOTE (20) – Other Grants

Other grants represent federal grants, other than FAA AIP grants, and local grants that fund or partially fund the Ground Access Study. \$158,901 in grant funds were received at fiscal year-end related to the Ground Access Study, of which approximately \$25,000 related to FY 2015 expenditures.

NOTE (21) – Passenger Facility Charge Receipts/Reserves

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges. A PFC Application was approved in August 2015 for the Airfield Lighting project. Cumulative expenditures for this project were reimbursed through PFC revenues during the fiscal year. This line item is ahead of budget at fiscal year-end due to the reimbursement for Airfield Lighting project expenditures.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND TWELVE MONTHS ENDED JUNE 30, 2016 & 2015****NOTE (22) – Facility Development Fund (Authority Reserves)**

The FY 2016 adopted budget programmed the use of Authority Reserves as a funding source for the airport share of capital projects. This line item exceeds the budget at fiscal year-end primarily due to expenditures related to the Replacement Passenger Terminal project.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SUPPLEMENT SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
REGIONAL INTERMODAL TRANSPORTATION CENTER / CONSOLIDATED RENTAL CAR FACILITY PAYMENTS AND COLLECTIONS
MONTH AND TWELVE MONTHS ENDED JUNE 30, 2016 & 2015

Monthly Performance					June 2016	Fiscal YTD Performance (July 2015 - June 2016)				
Actual \$ Jun 2016	Budget Jun 2016	Actual \$ Prior Year Jun 2015	Note	Variance Actual Vs. Budget		Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
\$480,884	\$410,000	\$475,026	(1)	\$70,884	Customer Facility Charge Receipts	\$5,761,140	\$4,920,000	\$5,550,353	(1)	\$841,140
110,756	101,858	153,942	(2)	8,898	Facility Rent	1,150,378	1,222,362	2,313,119	(2)	(71,984)
(822,650)	(486,375)	(486,007)	(3)	(336,275)	Payments to Bond Trustee for 2012 Bond Debt Service	(6,172,830)	(5,836,555)	(5,832,095)	(3)	(336,275)
(27,709)	(25,483)	(54,098)	(4)	(2,226)	Loan Principal Repayments to the Authority	(287,800)	(305,807)	(812,871)	(4)	18,007
<u>(\$258,719)</u>	<u>\$0</u>	<u>\$88,863</u>	<u>(5)</u>	<u>(\$258,719)</u>		<u>\$450,888</u>	<u>\$0</u>	<u>\$1,218,506</u>	<u>(5)</u>	<u>\$450,888</u>

General Comments

The debt service on the 2012 Revenue Bonds and the repayment to the Authority of the loans to the Rent-A-Car Companies ("RACs") is payable from Customer Facility Charges ("CFCs") and Facility Rents. Under the terms of the Bond Indenture, as amended, all CFCs collected subsequent to July 1, 2014 are remitted to the Bond Trustee for the 2012 Bond debt service.

On July 1, 2014, the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the respective Rent-A-Car Companies became effective, including the collection of Facility Rent.

Note (1) – Customer Facility Charge ("CFC") Receipts

CFCs of \$6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service. CFCs received in June and at fiscal year-end exceeded the budget due to better than expected car rental activity.

Note (2) – Facility Rent

Facility Rent are under budget fiscal year-end due to the timing of receipts.

Note (3) – Payments to Bond Trustee for 2012 Bond Debt Service

Due to the strong safety measures taken during the construction of the RITC and other OCIP-covered projects, the Insurance Underwriter returned \$500,000 of excess OCIP reserves to the Authority. The Authority paid the portion of the refund related to the 2012 Bonds (\$336,275) to the Bond Trustee.

Note (4) – Loan Principal Repayments to the Authority

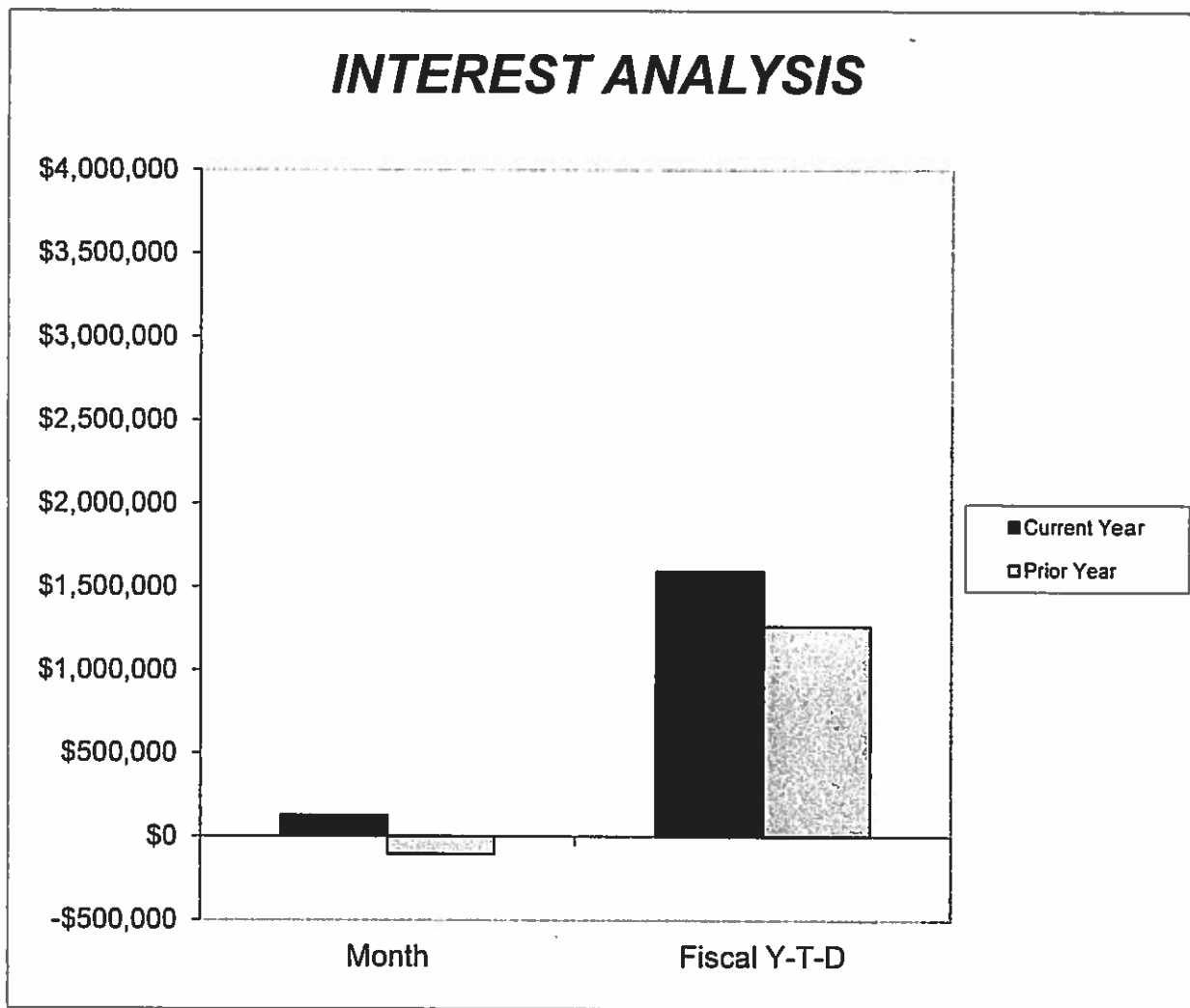
Repayments of the loan principal to the Authority from the Rent-A-Car Companies are under budget fiscal year-end (\$18,007) due to timing of receipts. The principal portion of the payment will be deposited as reimbursement to the Authority's Facility Development Fund. The interest portion of the loan repayment is recorded as investment income.

Note (5) – Net RITC / ConRAC Facility Payments and Collections

A positive amount in this line indicates that cash has been received above the required payment obligations. At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses under the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the Rent-A-Car Companies.

In the event of a shortfall of receipts to meet the required payment obligations (i.e., CFC collections perform under budget projections), the Authority holds the right to adjust the Facility Rent paid by the Rent-A-Car Companies on a 30-day notice.

Burbank-Glendale-Pasadena Airport Authority



	June 2016	June 2015
Interest Receipts - - Month	\$126,247	(\$106,990)
Interest Receipts - - Fiscal Y-T-D	\$1,594,495	\$1,264,447
Month End Portfolio Balance	\$215,537,216	\$144,766,440
Yield to Maturity	0.76%	0.67%

Supplement to the June 2016 Treasurer's Report

FY 2016 Cash Disbursements

Facility Improvement / Noise Mitigation Transactions

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FY 2016 Cash Disbursements - Facility Improvement / Noise Mitigation Transactions

PROJECT DESCRIPTION	Budgeted Cost	Cash Basis FY 2016 Cost	Budget Variance (Fav. / Unfav.)	Project Status at June 30, 2016
BUILDING IMPROVEMENTS				
Building #10 Roof Replacement	\$ 435,000	\$ 18,673	\$ 416,327	Deferred.
Terminal Carpet: Phase Two	350,000	356,391	(6,391)	Completed.
Maintenance Dept. Electrical Service Upgrades	300,000	27,113	272,887	Design FY 2016 - budgeted for completion FY 2017.
Building #36 Server Room Upgrades	200,000	52,148	147,852	Initiated FY 2016 - budgeted for completion FY 2017.
Terminal High Voltage Electrical Upgrades	165,000	251,624	(86,624)	Initiated FY 2016 - budgeted for completion FY 2017.
Building #36 Roof Replacement	100,000	159,407	(59,407)	Completed.
Administration Offices: Carpet Replacement	30,000	31,218	(1,218)	Completed.
Minor Building Improvements	175,000	127,186	47,814	Completed.
TOTAL BUILDING IMPROVEMENTS	\$ 1,755,000	\$ 1,023,760	\$ 731,240	
OTHER IMPROVEMENTS				
Emergency Back-up Generator Replacement	\$ 2,100,000	\$ 969,207	\$ 1,130,793	Initiated FY 2016 - budgeted for completion FY 2017.
Ramp Lighting Fixture Wiring Replacement	100,000	68,000	32,000	Completed.
New Hydrant: Terminal A Baggage Claim	25,000	-	25,000	Project cancelled - low cost alternative implemented.
ARFF Station: Seismic Stabilization of Trailers	-	103,755	(103,755)	Completed.
TOTAL OTHER IMPROVEMENTS	\$ 2,225,000	\$ 1,140,962	\$ 1,084,038	
IT / COMMUNICATIONS / SECURITY				
Fiber Optic Installation: Phase 7	\$ 340,000	\$ 4,322	\$ 335,678	Deferred.
DVSS Camera Replacements / Elevated Walkway	415,000	-	415,000	Deferred to future fiscal year.
Primary Server SAN Replacement	175,000	140,316	34,684	Completed.
DVSS Storage SAN Replacement	150,000	45,449	104,551	Initiated FY 2016 - Budgeted for completion FY 2017.
Upgrade Phone / Voicemail System	150,000	-	150,000	Deferred - Budgeted in FY 2017.
Access Control/ IET Upgrades	140,000	28,157	111,843	Initiated FY 2016 - Budgeted for completion FY 2017.
Computer Switch Stack Replacement	120,000	99,369	20,631	Completed.
Replace Firewall and Anti-Virus Solutions	100,000	54,279	45,721	Completed.
TOTAL IT / COMMUNICATIONS / SECURITY	\$ 1,590,000	\$ 371,892	\$ 1,218,108	
EQUIPMENT				
Skiddometer Replacement	\$ 115,000	\$ -	\$ 115,000	Completed - costs accrued into FY 2016.
Maintenance Equipment	230,000	-	230,000	Deferred - budgeted in FY 2017.
TOTAL EQUIPMENT	\$ 345,000	\$ -	\$ 345,000	
RUNWAY / TAXIWAY / ROADWAY PROJECTS				
Taxiway B Rehabilitation	\$ 3,800,000	\$ 3,074,384	\$ 725,616	Completed.
RPZ Land Acquisition: Hollyona Property	1,400,000	20,320	1,379,680	Deferred.
Landside Paving Replacement	700,000	481,353	218,647	Completed.
Runway 8/26 & 15/33 Rehabilitation: Design	600,000	1,092,956	(492,956)	R/W 8/26 completed; R/W 15/33 in FY 2017.
Runway Shoulder Rehabilitation (completion)	300,000	1,035,146	(735,146)	Completed.
Obstruction Removal (multi-phase)	250,000	-	250,000	Deferred - Budgeted in FY 2017.
Hangar #2 Ramp Paving: Phase 2	180,000	273,871	(93,871)	Completed.
Blast Fence Hangar #42	150,000	3,975	146,025	Initiated FY 2016 - Budgeted for completion FY 2017.
Runway Airfield Lighting	-	2,586,109	(2,586,109)	Completed utilizing approved PFC revenues.
Precision Approach Path Indicator (PAPI)	-	10,134	(10,134)	Completed.
Flight East Paving Improvements	-	534	(534)	Completed.
TOTAL RUNWAY / TAXIWAY / ROADWAY	\$ 7,380,000	\$ 8,578,782	\$ (1,198,782)	
NOISE MITIGATION				
Part 150 Study (completion)	\$ 80,000	\$ 31,958	\$ 48,042	Completion - subject to FAA approval.
Residential Acoustical Treatment Program	25,000	385,503	(360,503)	Completed - subject to above.
TOTAL NOISE MITIGATION	\$ 105,000	\$ 417,461	\$ (312,461)	
DEVELOPMENT				
Replacement Terminal Development	\$ 500,000	\$ 2,738,250	\$ (2,238,250)	Ongoing.
B-6 Property Disposition	400,000	173,028	226,972	Completed.
Transportation Planning	175,000	70,484	104,516	Multi-year program.
Reimbursements - Other Sources	-	(168,084)	168,084	TSA OTA, OCIP Premium, Insurance Proceeds.
TOTAL DEVELOPMENT	\$ 1,075,000	\$ 2,813,678	\$ (1,738,678)	
O & M CAPITAL	\$ 337,750	\$ 281,733	\$ 56,017	Substantially Completed.
Total	\$ 14,812,750	\$ 14,628,268	\$ 184,482	

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 14, 2016**

AIRLINE SCHEDULE ANALYSIS

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

ALASKA

Effective November 6, 2016, Alaska Airlines made a seasonal adjustment to its weekly schedule by adding one Tuesday round-trip flight to Portland during the evening hours. Additionally, the air carrier will be making an equipment adjustment by increasing the use of its B737-800 aircraft over its B737-700.

SOUTHWEST

Effective November 6, 2016, Southwest Airlines will be making a seasonal adjustment to its schedule. The number of scheduled flight changes in arrivals and departures represents a net decrease of sixteen flights per week as detailed below.

	Monday - Friday		Saturday		Sunday	
City	Arrival	Departure	Arrival	Departure	Arrival	Departure
Dallas	0	0	0	0	0	0
Denver	0	0	0	0	0	0
Las Vegas	-2	-3	1	1	-1	-2
Oakland	0	1	0	0	0	0
Portland	0	0	-1	-1	0	0
Phoenix	0	0	0	0	-1	0
San Francisco	0	0	0	0	0	0
San Jose	-1	-1	1	1	-1	-1
Sacramento	0	0	0	0	1	1
Daily Total	-3	-3	1	1	-2	-2

OVERALL IMPACT

After incorporating all schedule adjustments, this schedule results in a decrease of 3,920 weekly seats, or a 3.38% decrease from the prior schedule, leaving the revised schedule with a combined total of 112,186 available weekly seats.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY*

SCHEDULE ANALYSIS

Airline: **Alaska Airlines**

Report Date: 11/14/16

Effective Date: 11/06/16

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

Aircraft Type	Seats	Weekly Operations			Weekly Seats		
		Current Operations	Proposed Operations	Difference	Current Available Seats	Proposed Available Seats	Difference
B737-700	124	18	4	-14	2,232	496	-1,736
B737-800	160	24	38	14	3,840	6,080	2,240
CRJ-200	50	0	0	0	0	0	0
CRJ-700	70	0	0	0	0	0	0
EMB-175	76	38	40	2	2,888	3,040	152
Total		80	82	2	8,960	9,616	656

2) Discussion of the change in operations and voluntary curfew

Effective November 06, 2016, Alaska Airlines made a seasonal adjustment to its weekly schedule by adding one Tuesday round-trip flight to Portland during the evening hours. Additionally, the air carrier will be making an equipment adjustment by increasing the use of its B737-800 aircraft over its B737-700.

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

Yes
No

 X

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY*

SCHEDULE ANALYSIS

Airline: **Southwest Airlines**

Report Date: 11/14/16

Effective Date: 11/06/16

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

<u>Aircraft Type</u>	<u>Seats</u>	<u>Weekly Operations</u>			<u>Weekly Seats</u>		
		<u>Current Operations</u>	<u>Proposed Operations</u>	<u>Difference</u>	<u>Current Available Seats</u>	<u>Proposed Available Seats</u>	<u>Difference</u>
<i>B737-300</i>	137	0	0	0	0	0	0
<i>B737-500</i>	122	0	0	0	0	0	0
<i>B737-700</i>	143	642	610	-32	91,806	87,230	-4,576
<i>B737-800</i>	175	0	0	0	0	0	0
Total		642	610	-32	91,806	87,230	-4,576

2) Discussion of the change in operations and voluntary curfew

Effective November 06, 2016, Southwest Airlines will be making a seasonal adjustment to its schedule. The number of scheduled flight changes in arrivals and departures represents a net decrease of sixteen flights per week as detailed in the Staff Report.

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

Yes
No

 X

Hollywood Burbank Airport

REVENUE PASSENGERS	September			January - September		
	2016	2015	% Change	2016	2015	Change
Signatory Airlines						
Alaska Airlines	33,640	36,153	-6.95%	329,395	314,449	4.75%
American Airlines (US Airways)	11,881	16,042	-25.94%	112,407	135,232	-16.88%
Delta Air Lines	8,473	6,543	29.50%	67,423	56,817	18.67%
JetBlue Airways	7,902	7,579	4.26%	70,289	70,214	0.11%
SeaPort Airlines	0	1,114	-100.00%	277	11,777	-97.65%
Southwest Airlines	265,591	232,029	14.46%	2,248,484	2,170,373	3.60%
United Airlines	27,854	19,309	44.25%	198,824	167,452	18.73%
Total Revenue Passengers	355,341	318,769	11.47%	3,027,099	2,926,314	3.44%
Inbound (deplaned)	177,132	159,590	10.99%	1,512,202	1,460,149	3.56%
Outbound (enplaned)	178,209	159,179	11.96%	1,514,897	1,466,165	3.32%

AIRCRAFT OPERATIONS *	September			January - September		
	2016	2015	% Change	2016	2015	% Change
Air Carrier	4,124	3,945	4.54%	36,889	34,499	6.93%
Air Taxi	1,283	1,147	11.86%	10,436	10,922	-4.45%
General Aviation	3,366	3,290	2.31%	30,505	28,455	7.20%
Military Itinerant	93	69	34.78%	872	759	14.89%
Civil Local	1,914	2,505	-23.59%	21,841	22,954	-4.85%
Military Local	0	0	N/A	3	26	-88.46%
Total Aircraft Operations	10,780	10,956	-1.61%	100,546	97,615	3.00%

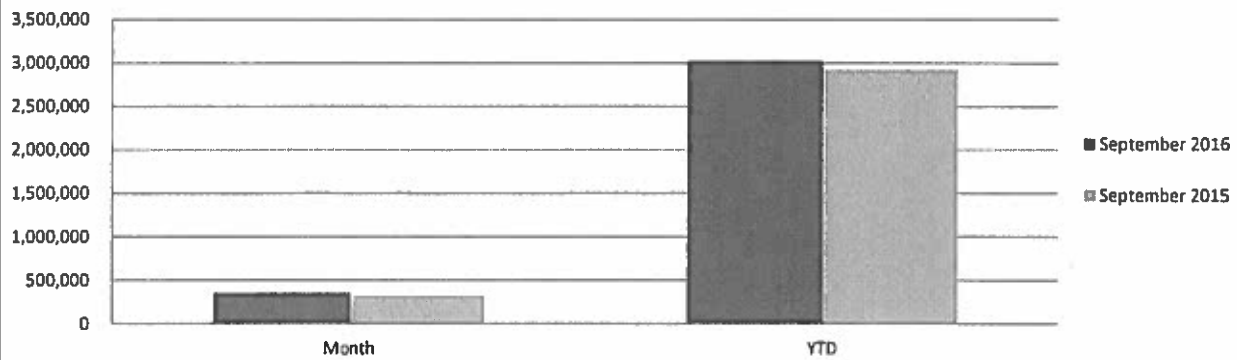
* Source: FAA Tower Daily Airport Operations Count, adjusted to show Canadair Regional Jet-200 operations as Air Carrier. Includes Hollywood Burbank Airport arrivals/departures only; excludes aircraft that enter local air space but do not land or take off at Hollywood Burbank Airport.

Hollywood Burbank Airport

AIR CARGO (lbs.)	September			January - September		
	2016	2015	% Change	2016	2015	% Change
Signatory Airlines						
Alaska Airlines	993	579	71.50%	5,800	4,869	19.12%
American Airlines (US Airways)	0	0	N/A	40	1,524	-97.38%
Delta Air Lines						
JetBlue Airways						
SeaPort Airlines						
Southwest Airlines	177,712	171,058	3.89%	1,437,837	1,583,618	-9.21%
United Airlines						
Other Scheduled Carriers						
Federal Express	3,933,186	4,439,535	-11.41%	37,556,031	38,823,368	-3.26%
United Parcel Service	4,297,779	4,276,532	0.50%	35,926,906	37,734,649	-4.79%
Charter/Contract Carriers						
AirNet Express	2,988	9,354	-68.06%	26,477	63,402	-58.24%
Ameriflight	240,711	235,178	2.35%	1,974,588	2,035,670	-3.00%
Total Air Cargo	8,653,369	9,132,236	-5.24%	76,927,679	80,247,100	-4.14%
	=====	=====	=====	=====	=====	=====
Inbound (deplaned)	4,132,698	4,437,119	-6.86%	38,369,978	38,067,339	0.80%
Outbound (enplaned)	4,520,671	4,695,117	-3.72%	38,557,701	42,179,761	-8.59%

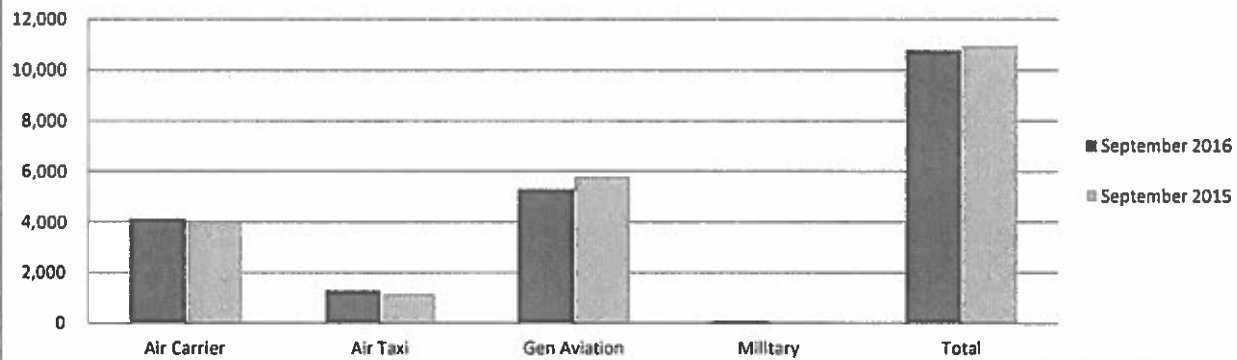
MAIL (lbs.)	September			January - September		
	2016	2015	% Change	2016	2015	Change
United Parcel Service	8,090	150,882	-94.64%	143,753	2,608,536	-94.49%
Total Mail	8,090	150,882	-94.64%	143,753	2,608,536	-94.49%
	=====	=====	=====	=====	=====	=====
Inbound (deplaned)	8,090	51,685	-84.35%	65,225	1,700,055	-96.16%
Outbound (enplaned)	0	99,197	-100.00%	78,528	908,481	-91.36%

Revenue Passengers



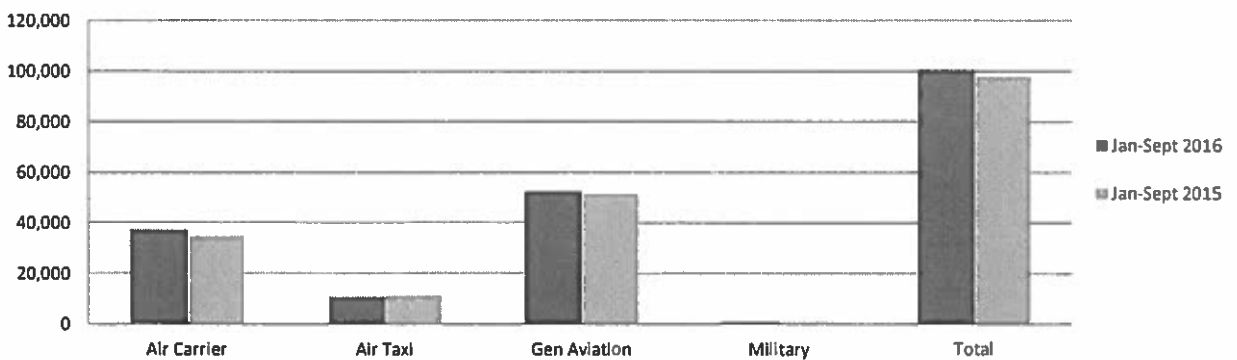
Revenue Passengers	Month	YTD
September 2016	355,341	3,027,099
September 2015	318,769	2,926,314
% Change	11.47%	3.44%

Aircraft Operations - Month



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
September 2016	4,124	1,283	5,280	93	10,780
September 2015	3,945	1,147	5,795	69	10,956
% Change	4.54%	11.86%	-8.89%	34.78%	-1.61%

Aircraft Operations - Year-to-Date



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Sept 2016	36,889	10,436	52,346	875	100,546
Jan-Sept 2015	34,499	10,922	51,409	785	97,615
% Change	6.93%	-4.45%	1.82%	11.46%	3.00%

ATTACHMENTS



Bob Hope Airport

Proposed Overall Goal For the Disadvantaged Business Enterprise (DBE) Program

Goal Setting Methodology FFY 2017-2019

Policy Statement and Organizational Changes:

Mr. Mike Duong, Senior Business & Compliance Manager, is the current DBE Liaison Officer (“DBELO”). In that capacity, Mr. Duong is responsible for implementing all aspects of the DBE program. Implementation of the DBE program with certified DBEs is accorded the same priority as compliance with all other obligations incurred by the Burbank-Glendale-Pasadena Airport Authority (“Authority”) as a recipient of federal funds from the Department of Transportation for the Bob Hope Airport (“Airport”).

DBE Goal for FY-2017/2018/2019 Bob Hope Airport, Burbank, California

49 CFR Section 26.45: Overall DBE Triennial Goal Methodology

Name of Recipient: Burbank-Glendale-Pasadena Airport Authority

Goal Period: FFY2017 – 2019 (October 1, 2016 – September 30, 2019)

Department of Transportation (“DOT”) Estimated Total Project Contract Amount: \$35,115,000

DBE 3-Year Overall Goal: 13.0%

Portion of Overall Goal expected to be met through race-neutral and race-conscious measures:

- Race-Neutral Measures – 10%
- Race-Conscious Measures – 3%

Major upcoming projects that the Authority anticipates awarding:

- Runway 15-33 Rehabilitation
- Taxiway C and D Pavement Rehabilitation
- General Aviation Ramp Rehabilitation
- Residential Home Sound Insulation Program

Federal Aviation Administration (“FAA”) funding for Airport Improvement Program (“AIP”) projects is anticipated to be approximately \$35,115,000 over this three-year period.

The overall DBE goal for the DBE program has been set at 13% for Federal Fiscal Years 2017 – 2019 and was calculated in compliance with the methodologies described in 49 Code of Federal Regulations (“CFR”) Part 26. This overall goal is to be achieved through a combination of race neutral and race conscious measures.

The relevant geographic market for prime contractors for the Authority is the following five counties: Los Angeles County, Orange County, Riverside County, San Bernardino County and Ventura County. A vast majority of prime contractors bidding on federally funded projects at the Airport over the last several years are based in this area.

Goal Methodology:

Step 1: Contract Identification

The Authority identifies DOT assisted prime contracts which are anticipated to be awarded during the following three federal fiscal years. An estimated cost is allocated to each of the respective projects.

Each project is then categorized into trade classifications to illustrate what type of services/work is required to complete the project.

Step 2: Determine Percentage of Estimated Cumulative Contract Cost

The percentage is calculated by dividing each project’s estimated cost by the estimated cumulative contract cost for all of the identified DOT assisted prime contracts.

Step 3: Determine DBE Availability Based on Trade Classifications

A percentage value of ready, willing, and able DBE firms is determined for each project. The individual potential DBE percentage for each project is calculated by dividing the number of certified DBE firms doing business under each trade classification (found in the California Unified Certification Program database) in the Authority’s geographic market (Los Angeles County, Orange County,

Riverside County, San Bernardino County & Ventura County) by the number of all firms that are able to provide the same type of service under the same trade classification (found in the Census Bureau's County Business Patterns).

Step 4: Calculating the Goal

The overall three year goal for the Authority is calculated by multiplying the percentage of the total estimated cumulative contract cost by the percentage of DBE availability calculated for each individual project. The result is a weighted percentage for each project, and those percentages are then totaled for the overall goal.

Step 5: Goal Adjustment

Available evidence (which can include past performance by DBEs, disparity studies or other statistical information) is examined to determine what adjustment, if any, is needed to the calculated overall goal.

Application of Goal Methodology:

Step 1: Contract Identification

FEDERAL FISCAL YEAR 2017 PROJECTS			
PROJECT	TRADE CLASSIFICATION	NAICS	NAICS DESCRIPTION
Runway 15-33 Rehabilitation	Demolition	238910	Site Preparation Contractors
	Construction & Paving	237310	Highway, Street & Bridge Construction
Estimated Project Cost	\$11,450,000		
Replacement Terminal Site NEPA	Surface Traffic Analysis	541330	Engineering Services
	Technical Editing	512191	Tele-Production & other Post Production Services
	Environmental Analysis	541690	Other Scientific & Technical Consulting Services
	Public Outreach	541820	Public Relations Agencies
Estimated Project Cost	\$1,400,000		
Taxiway C & D West End Pavement & General Aviation Ramp Design	Survey	541360	Geophysical Surveying & Mapping Services
	Material Testing	541380	Testing Laboratories
Estimated Project Cost	\$100,000		
Residential Acoustical Treatment Program	General Contractor	238310	Drywall & Insulation Contractor
	Electrical	238210	Electrical Contractors & other Wiring Installation Contractors
	Mechanical	238220	Plumbing, heating and air-conditioning contractors
	Finish Carpentry	238350	Finish Carpentry Contractor
	Architectural Services	541310	Architectural Services
	Engineering Services	541330	Engineering Services
Estimated Project Cost	\$3,145,000		

FEDERAL FISCAL YEAR 2018 PROJECTS			
PROJECT	TRADE CLASSIFICATION	NAICS	NAICS DESCRIPTION
Obstruction Removal & RPZ Land	Acquisition of Land	N/A	N/A
Estimated Project Cost	\$2,300,000		
Taxiway A Rehabilitation	Demolition	238910	Site Preparation Contractors
	Construction & Paving	237310	Highway, Street & Bridge Construction
Estimated Project Cost	\$1,200,000		
Taxiway C & D Rehabilitation	Demolition	238910	Site Preparation Contractors
	Construction & Paving	237310	Highway, Street & Bridge Construction
Estimated Project Cost	\$3,850,000		
General Aviation Ramp Rehabilitation	Demolition	238910	Site Preparation Contractors
	Construction & Paving	237310	Highway, Street & Bridge Construction
Estimated Project Cost	\$4,380,000		
Residential Acoustical Treatment Program Taxiway C & D Rehabilitation	General Contractor	238310	Drywall & Insulation Contractor
	Electrical	238210	Electrical Contractors & other Wiring Installation Contractors
	Mechanical	238220	Plumbing, heating and air-conditioning contractors
	Finish Carpentry	238350	Finish Carpentry Contractor
	Architectural Services	541310	Architectural Services
	Engineering Services	541330	Engineering Services
Estimated Project Cost	\$3,145,000		

FEDERAL FISCAL YEAR 2019 PROJECTS			
PROJECT	TRADE CLASSIFICATION	NAICS	NAICS DESCRIPTION
Obstruction Removal	Acquisition of Land	N/A	N/A
Estimated Project Cost	\$1,000,000		
Residential Acoustical Treatment Program Taxiway C & D Rehabilitation	General Contractor	238310	Drywall & Insulation Contractor
	Electrical	238210	Electrical Contractors & other Wiring Installation Contractors
	Mechanical	238220	Plumbing, heating and air-conditioning contractors
	Finish Carpentry	238350	Finish Carpentry Contractor
	Architectural Services	541310	Architectural Services
	Engineering Services	541330	Engineering Services
Estimated Project Cost	\$3,145,000		

There are a total of 11 AIP funded projects scheduled for the next three federal fiscal years with an estimated cumulative contract cost of \$35,115,000.

Step 2: Determine Percentage of Estimated Cumulative Contract Cost

PROJECT	ESTIMATED PROJECT COST		ESTIMATED CUMULATIVE CONTRACT COST		% OF ESTIMATED CUMULATIVE CONTRACT COST
Runway 15-33	\$11,450,000	÷	\$35,115,000	=	32.61%
Replacement Terminal Site NEPA	\$1,400,000	÷	\$35,115,000	=	3.99%
Taxiway C & D West End Pavement & General Aviation Ramp Design	\$100,000	÷	\$35,115,000	=	0.28%
Residential Acoustical Treatment Program	\$3,145,000	÷	\$35,115,000	=	8.96%
Obstruction Removal & RPZ Land	\$2,300,000	÷	\$35,115,000	=	6.55%
Taxiway A Rehabilitation	\$1,200,000	÷	\$35,115,000	=	3.42%
Taxiway C & D Rehabilitation	\$3,850,000	÷	\$35,115,000	=	10.96%
General Aviation Ramp Rehabilitation	\$4,380,000	÷	\$35,115,000	=	12.47%
Residential Acoustical Treatment Program	\$3,145,000	÷	\$35,115,000	=	8.96%
Obstruction Removal	\$1,000,000	÷	\$35,115,000	=	2.85%
Residential Acoustical Treatment Program Taxiway C & D Rehabilitation	\$3,145,000	÷	\$35,115,000	=	8.96%

Step 3: Determine DBE availability based on Trade Classifications

FEDERAL FISCAL YEAR 2017 PROJECTS				
PROJECT	NAICS DESCRIPTION	NAICS	NUMBER OF CERTIFIED DBE FIRMS*	NUMBER OF ALL FIRMS**
Runway 15-33 Rehabilitation	Site Preparation Contractors	238910	111	951
	Highway, Street, and Bridge Construction	237310	192	268
	Total		303	1,219
	Individual Project Goal 24.86% (303/1219)			
Replacement Terminal Site NEPA	Engineering Services	541330	336	3,308
	Tele-Production & other Post Production Services	512191	725	725
	Other Scientific & Technical Consulting Services	541690	911	911
	Public Relations Agencies	541820	1,811	1,811
	Total		764	6755
	Individual Project Goal 11.3% (764/6755)			
Taxiway C & D West End Pavement & General Aviation Ramp Design	Geophysical Surveying & Mapping Services	541360	10	21
	Testing Laboratories	541380	59	407
	Total		69	428
	Individual Project Goal 16.12% (69/428)			
Residential Acoustical Treatment Program	Drywall & Insulation Contractor	238310	19	3,569
	Electrical contractors & other wiring installation contractors	238210	118	4,219
	Plumbing, heating and air-conditioning contractors	238220	51	810
	Finish Carpentry contractor	238350	28	934
	Architectural Services	541310	104	1,480
	Engineering Services	541330	336	3,322
	Total		656	14,334
	Individual Project Goal 4.58% (656/14,334)			

FEDERAL FISCAL YEAR 2018 PROJECTS				
PROJECT	NAICS DESCRIPTION	NAICS	NUMBER OF CERTIFIED DBE FIRMS*	NUMBER OF ALL FIRMS**
Obstruction Removal & RPZ Land	None	N/A	0	0
	Total		0	0
	Individual Project Goal 0.00% (0/0)			
Taxiway A Rehabilitation	Site Preparation Contractors	238910	111	951
	Highway, Street, and Bridge Construction	237310	192	268
	Total		303	1,219
	Individual Project Goal 24.86% (303/1219)			
Taxiway C & D Rehabilitation	Site Preparation Contractors	238910	111	951
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	Architectural Services	541310	104	1,480
	Engineering Services	541330	336	3,322
	Total		656	14,334
	Individual Project Goal 4.58% (656/14,334)			

FEDERAL FISCAL YEAR 2019 PROJECTS				
PROJECT	NAICS DESCRIPTION	NAICS	NUMBER OF CERTIFIED DBE FIRMS*	NUMBER OF ALL FIRMS**
Obstruction Removal	None	N/A	0	0
	Total		0	0
	Individual Project Goal 0.00% (0/0)			
Residential Acoustical Treatment Program	Drywall & Insulation Contractor	238310	19	3,569
	Electrical contractors & other wiring installation contractors	238210	118	4,219
	Plumbing, heating and air-conditioning contractors	238220	51	810
	Finish Carpentry contractor	238350	28	934
	Architectural Services	541310	104	1,480
	Engineering Services	541330	336	3,322
		Total	656	14,334
	Individual Project Goal 4.58% (656/14,334)			

*The database used to determine the number of certified DBE firms was the California Unified Certification Program.

**The database used to determine the total number of all firms was the US Census Bureau – County of Business Patterns.

Step 4: Calculating the Goal

PROJECT	% OF ESTIMATED CUMULATIVE CONTRACT COST		INDIVIDUAL PROJECT GOAL		WEIGHTED PERCENTAGE
Runway 15-33	32.61%	×	24.86%	=	8.10%
Replacement Terminal Site NEPA	3.99%	×	11.31%	=	0.45%
Taxiway C & D West End Pavement & General Aviation Ramp Design	0.28%	×	16.12%	=	0.05%
Residential Acoustical Treatment Program	8.96%	×	4.58%	=	0.41%
Obstruction Removal & RPZ Land	6.55%	×	0.00%	=	0.00%
Taxiway A Rehabilitation	3.42%	×	24.86%	=	0.85%
Taxiway C & D Rehabilitation	10.96%	×	24.86%	=	2.73%
General Aviation Ramp Rehabilitation	12.47%	×	24.86%	=	3.10%
Residential Acoustical Treatment Program	8.96%	×	4.58%	=	0.41%
Obstruction Removal	2.85%	×	0.00%	=	0.00%
Residential Acoustical Treatment Program Taxiway C & D Rehabilitation	8.96%	×	4.58%	=	0.41%
Total					16.51%

The Authority has determined the DBE base figure for this triennial period is 16.51% before any goal adjustment

Step 5: Goal Adjustment

REPORT PERIOD	APPROVED DBE GOAL (RACE NEUTRAL)	TOTAL DBE PERCENTAGE ACHIEVED	OVER/UNDER
FFY2011	13%	19.39%	6.39%
FFY2012	14%	49.36%	35.36%
FFY2013	14%	10.44%	-3.56%
FFY2014	14%	7.69%	-6.31%
FFY2015	14%	3.51%	-10.49%
	MEDIAN	10.44%	-3.56%

The weighted projected DBE base figure is 16.51%. Based on the past performance of DBE participation for the last five Federal Fiscal years, a goal adjustment is warranted.

The median DBE participation for the last five Federal Fiscal year is 10.44% based on the chart above in Step 5. Adding this median value (10.44%) to the base figure of 16.51% is 26.95%.

The average of weighted DBE base figure (16.51%) and the median value (10.44%) yields the adjusted goal amount of 13.48% ($26.95\% \div 2$).

Rounding this figure to the nearest whole percentage is 13%. The adjusted goal for the triennial period is 13%.

Over the last five Federal Fiscal years, the Authority obtained a median DBE participation of 10.44% or 10% if we round to the nearest whole number. With the adjusted goal of 13%, the Authority expects to be able to achieve a 10% DBE participation through race neutral measures, with the remaining 3% being obtained through race conscious measures.

Executive Summary

FEDERAL FISCAL YEAR	PROJECT NAME	ESTIMATED PROJECT COST	% OF ESTIMATED CUMULATIVE CONTRACT COST	INDIVIDUAL PROJECT GOAL	WEIGHTED %
2017	Runway 15-33	\$11,450,000	32.61%	24.86%	8.10%
	Replacement Terminal Site NEPA	\$1,400,000	3.99%	11.31%	0.45%
	Taxiway C & D West End Pavement & General Aviation Ramp Design	\$100,000	0.28%	16.12%	0.05%
	Residential Acoustical Treatment Program	\$3,145,000	8.96%	4.58%	0.41%
2018	Obstruction Removal & RPZ Land	\$2,300,000	6.55%	0.00%	0.00%
	Taxiway A Rehabilitation	\$1,200,000	3.42%	24.86%	0.85%
	Taxiway C & D Rehabilitation	\$3,850,000	10.96%	24.86%	2.73%
	General Aviation Ramp Rehabilitation	\$4,380,000	12.47%	24.86%	3.10%
	Residential Acoustical Treatment Program	\$3,145,000	8.96%	4.58%	0.41%
	Obstruction Removal	\$1,000,000	2.85%	0.00%	0.00%

Summary

For the past ten Federal Fiscal years, the overall DBE participation for the Authority has been 8.48%. This level of participation was achieved through a race neutral DBE program.

In 2012, the Authority selected BBC Research and Consulting to complete a disparity study. That study established that there is discrimination in the Airport's market area for certain demographics.

In April 2016, the Commission accepted the results of the disparity study to be used in establishing a race conscious program in accordance with 49 CFR Part 26.

In accordance with the Public Participation Regulatory Requirements of 49 CFR Part 26, minorities, women, local businesses, chambers and community organizations within the Authority's geographic market area have been provided an opportunity to review this goal analysis. The Authority has also issued a Public Notice in general circulation media outlining the Authority's Overall Annual DBE Goal and methodology and has made the goal methodology available for inspection at the Authority's office at 2627 Hollywood Way, Burbank, CA 91505 and on the Authority's website at www.bobhopeairport.com.



11/14/2016 Commission
Agenda Item 6.b.
Swanson Rink PSA
Recapitalization in Node 1 and Node 2
Baggage Screening Equipment

HSTS04-16-H-CT1197



Transportation
Security
Administration

OTHER TRANSACTION AGREEMENT

OTA NUMBER	REQUISITION NUMBER
HSTS04-16-H-CT1197	2116206CT1197
ISSUED TO Burbank-Glendale-Pasadena Airport Authority Bob Hope Airport 2627 Hollywood Way Burbank, CA DUNS: 126078450	ISSUED BY Bonnie Evangelista Contracting Officer Transportation Security Administration 701 S. 12 th St Arlington, VA 20598-6025 Bonnie.evangelista@tsa.dhs.gov
PROGRAM TITLE	
Program Office: Office of Security Capabilities Program: Electronic Baggage Screening Program Period of Performance: Date of Award through December 31, 2016	
FISCAL DATA	
PR Number: 2116206CT1197 Accounting Line: 5CF13XB010D2016SWE044GE013723006200622CTO-5903001502010000-251B-TSA DIRECT-DEF. TASK-D Obligated Amount: \$12,100	
PURPOSE	
Please see the following pages.	
AUTHORIZED SIGNATURES	
IN WITNESS WHEREOF , the Parties have entered into this Agreement by their duly authorized officers.	
 Signature 8-11-16 Date	 Contracting Officer's Signature 8/17/2016 Date
DAN FEGER P.E. EXECUTIVE DIRECTOR PRINTED NAME AND TITLE	Bonnie Evangelista, TSA Contracting Officer PRINTED NAME AND TITLE



OTHER TRANSACTION AGREEMENT

BETWEEN

**DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION (TSA)**

AND

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Relating to

**BOB HOPE AIRPORT
Recapitalization in Node 1 and Node 2**

**Negotiated by the TSA pursuant to Aviation and Transportation Security Act, Pub. L. 107-71,
115 Stat. 597, 49 U.S.C. 114(m)(1), 49 U.S.C. 106(l)(6), and the Homeland Security Act of 2002**

AGREEMENT NUMBER HSTS04-16-H-CT1197

ARTICLE I - PARTIES

This Other Transaction Agreement (hereinafter referred to as “**Agreement**” or “**OTA**”) is entered into between the U.S. Department of Homeland Security, Transportation Security Administration (hereinafter referred to as “**TSA**”) and Burbank-Glendale-Pasadena Airport Authority (hereinafter referred to as the “**AIRPORT SPONSOR**”) relating to the Bob Hope Airport (BUR) (**Airport**). The TSA and the **AIRPORT SPONSOR** agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this Agreement.

ARTICLE II – LEGAL AUTHORITY

TSA and the **AIRPORT SPONSOR** enter into this Agreement under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 106(l)(6) and 114(m)(l), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

ARTICLE III – SCOPE

The purpose of this **Agreement** is to set forth the terms and conditions, as well as establish the respective cost-sharing obligations and responsibilities of the **TSA** and the **AIRPORT SPONSOR** with respect to the construction-related services necessary to implement the construction of Node 1 and Node 2 recapitalization design (hereinafter “**the Project**”) submitted by the **AIRPORT SPONSOR** and approved by **TSA** (Reference: TSA approval letter dated January 4, 2016) pursuant to the TSA Planning Guidelines and Design Standards (PGDS) Version 4.1 dated September 16, 2011 and PGDS Version 5 BHS reporting capability in Chapter 7, which are available upon request to the Contracting Officer Representative.

This **Project** undertaken by the **AIRPORT SPONSOR** involves the modification or construction of the Airport terminal building infrastructure to recapitalize the TSA Explosive Detection Systems (EDS) systems located within the Checked Baggage Inspection System (CBIS). Terminal modifications include required changes to baggage conveyor components, mechanical, plumbing, electrical, structural, and telecommunications infrastructure to provide for the installation of EDS within the baggage screening area, Explosive Trace Detection (ETD) systems in the Checked Baggage Resolution Areas (CBRA), and applicable CBIS hardware and software for use with a checked baggage in-line baggage screening system. The objective of the Project is to enhance Airport security and baggage screening capabilities.

ARTICLE IV – RESPONSIBILITIES

A. Cost Sharing

1. Capital Costs: The estimated cost of the **Project** (Total Project Cost) relates to the activities to modify the airport terminal building infrastructure and the baggage handling system (BHS) to support the installation and operation of the checked baggage screening equipment (hereinafter “**security screening equipment**”). It does not include the costs of acquisition, delivery or installation of the security screening

equipment. **TSA** will be solely responsible for the acquisition, delivery, installation, and testing of the security screening equipment at the designated **Project** location(s). All work performed by the **AIRPORT SPONSOR** pursuant to this **Agreement** shall be accomplished in accordance with the TSA PGDS.

2. The cost of Phase 1 of the **Project** has been determined to be **\$12,100**. TSA agrees to reimburse the **AIRPORT SPONSOR** for **one hundred percent (100%)** of the allowable, allocable and reasonable costs of Phase 1, not to exceed a total reimbursement of **\$12,100** for Phase 1 (calculated as **100%** of **\$12,100**). **TSA** reimburses **\$1.00** for every dollar of allowable, allocable and reasonable costs submitted by the **AIRPORT SPONSOR** for reimbursement up to the **TSA** funded amount of **\$12,100** (TSA Reimbursement Limit) for Phase 1.
3. The cost of Phase 2 of the Project is established as an option that can be exercised at the United States Government's discretion pursuant to Article VII *Funding and Limitations*. If Phase 2 is exercised, TSA shall reimburse the **AIRPORT SPONSOR** for one hundred percent (100%) of the allowable, allocable and reasonable costs of Phase 2, not to exceed a total reimbursement of an amount mutually agreed upon by the parties. TSA will reimburse \$1.00 for every dollar of allowable, allocable and reasonable costs submitted by the **AIRPORT SPONSOR** for reimbursement up to the TSA funded amount (TSA Reimbursement Limit) for Phase 2. If Phase 2 is exercised, TSA will modify this paragraph to include the agreed upon reimbursement amount.
4. **TSA** will determine allowable and allocable costs in accordance with the OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" codified at 2 C.F.R. Part 225 (together with Appendices A – D). **TSA** will reimburse the **AIRPORT SPONSOR** on an actual expense basis supported by one or more invoices submitted by the **AIRPORT SPONSOR** in accordance with Article VIII "Billing Procedure and Payment." The parties understand and agree that all **Project** costs in excess of the TSA Reimbursement Limit of **\$12,100 for Phase 1**, as well as any costs that are inconsistent with OMB A-87 and the guidance set forth in the TSA PGDS and Electronic Baggage Screening Program Policy Memo, which discusses TSA Funding of CBIS Project Costs, shall be borne solely by the **AIRPORT SPONSOR** unless otherwise agreed to by the **TSA** in a written modification in accordance with this Article (IV) and Article XIV "Changes and/or Modifications." Should the **TSA** reimbursements of \$12,100 for Phase 1 as adjusted pursuant to Article XIV, represent more than **100%** of the final allowable, allocable, and reasonable **Project** costs, the **AIRPORT SPONSOR** will refund TSA sufficient funds such that **TSA's** total reimbursement will equal no more than **100%** of the final allowable, allocable and reasonable **Project** costs.
5. All costs requested for reimbursement must satisfy the requirements of OMB Circular A-87. In general, the costs for which TSA will provide reimbursement under this Agreement are limited to those costs associated with the deliverables in Appendix C as defined in TSA's PGDS. The Electronic Baggage Screening Program Policy Memo – TSA Funding of CBIS Projects provides guidance regarding costs that are and are not reimbursable for TSA CBIS Projects. TSA Funding Policy is applicable to this OTA and can be provided by the Contracting Officer upon request.

Identification of cost classifications herein does not create any obligation on TSA's part beyond the requirements found in OMB Circular A-87 and TSA's PGDS Version 4.1

6. Change Orders are defined as work that is added to or removed post OTA award that consequentially adds cost or changes the scope of the OTA. Change orders shall not be considered authorization to exceed TSA's Reimbursement Limit. Any changes to the authorized amount shall be submitted by the **AIRPORT SPONSOR** to the TSA Contracting Officer's Representative (COR) and TSA Contracting Officer (CO) prior to any work starting. Once the COR and CO have been given advance notice of the impact the Change Order has on the total cost of the Project, if agreed to by TSA, the TSA CO will provide written approval to the **AIRPORT SPONSOR** via a modification to the OTA in accordance with Article XIV. The fully executed modification will provide the **AIRPORT SPONSOR** authority to proceed with the work identified in the Change Order. TSA will not reimburse the **AIRPORT SPONSOR** for any cost incurred for change order work that was not pre-approved by TSA. Note: Change Orders for cost increases related to inaccurate as-built design specifications and/or issues that existed and clearly visible, but not considered in the design plans or construction bids will not be considered an allowable cost.
7. Change Requests are defined as requests for the utilization of contingency funds that do not add costs or changes to the scope of the OTA. Change requests shall not be considered authorization to exceed TSA's Reimbursement Limit. Any change requests shall be submitted by the **AIRPORT SPONSOR** to the TSA COR prior to any work starting. Once the COR has been given advance notice of the impact the change request has on the Project, if agreed to by TSA, the TSA COR will provide written approval to the **AIRPORT SPONSOR** to proceed with the work identified in the Change Request. TSA will not reimburse the **AIRPORT SPONSOR** for any cost incurred for change request work that was not pre-approved by TSA.
8. Timely invoicing and management of costs is critical to TSA's portfolio management. The specific cost sharing adjustments are outlined in ARTICLE VIII "Billing Procedure and Payment."

B. Project Responsibilities

i. TSA Responsibilities (PHASE 1)

1. Review the construction bid documentation for compliance with the PGDS. Upon review and acceptance of the project cost based on the bid documentation, determine whether funding is available to support optional Phase 2.

ii. TSA Responsibilities (PHASE 2, (OPTIONAL))

1. Provide the TSA's PGDS.
2. Furnish, deliver, install and test the security screening equipment.
3. Provide EDS Original Equipment Manufacturer Technical Support Advisory Services to the Airport regarding installation, integration and networking of the EDS units into the BHS.
4. Provide the CBIS System Specific Test Plan (SSTP) to the Airport for the commissioning, coordination and testing of the CBIS. See Appendix A for further

specifics relating to the TSA testing portion of the Project.

6. Establish and conduct the Integrated Site Acceptance Testing (ISAT) for the in-line CBIS performance capabilities with joint support from the Airport.
7. Review and approve ISAT results before the in-line CBIS is certified as ready for operational use.
8. Provide training for Transportation Security Officer personnel on the screening equipment.
9. Evaluate the in-line CBIS in operation for 30 days after substantial use begins.
10. Review and consider requested changes submitted by the Airport to the CBIS design. Any changes in scope or associated costs must be approved in accordance with Article XIV "Changes and/or Modifications".
11. Provide maintenance, repair, and refurbishment to all TSA security screening equipment, including OSR and CBRA viewing stations for alarm resolution, but not ancillary equipment (such as CBRA inspection tables), throughout its life cycle at no cost to the **AIRPORT SPONSOR**.

iii. AIRPORT SPONSOR Construction Bid Responsibilities (PHASE 1):

1. The **AIRPORT SPONSOR** will prepare all construction Bid proposal documentation to include contract solicitation, requirements issued to prospective contractors, bid specifications and other applicable documents that complete the local request for proposal package in accordance with governing state and local regulations and procedures, as applicable.
2. The **AIRPORT SPONSOR** will conduct construction Bid proposal evaluation and make a selection following all governing state and local regulations and procedures, as applicable.
3. The **AIRPORT SPONSOR** will submit all salient construction bid information, to include prospective successful bidder and bid package, to TSA for review and approval. Funding for optional Phase 2 will be dependent on review and approval of this information.

iv. AIRPORT SPONSOR Facility Modification Responsibilities (PHASE 2 (OPTIONAL)):

1. Except for the responsibilities of the **TSA**, as outlined above, the **Project** will be managed and overseen by the **AIRPORT SPONSOR**. The **AIRPORT SPONSOR**, acting through such contractors as it may engage, will provide the engineering and design services, as well as the associated CBIS construction, necessary for successful completion of the **Project**. The **AIRPORT SPONSOR** will provide oversight of such contractor(s) to ensure the **Project** conforms to the TSA endorsed design, PGDS criteria and is completed within the prescribed costs and schedule identified and incorporated herein as Appendix A.
2. CBIS designs shall be OSHA compliant; adhere to the applicable EDS and ETD installation and integration guide specifications; and shall comply with all applicable Federal, CITY, and local building regulations. Provisions will be made in the CBIS design that will allow TSA and its contractors full ingress to and egress from the CBIS area for the installation, operation, testing, maintenance, and repair of the security screening equipment.
3. CBIS designs shall be developed based on up to date and accurate as-built architectural specifications. If current specs are not available, it is the sole responsibility of **the AIRPORT SPONSOR** to procure and incorporate accurate as-built specs, prior to securing a construction contractor.
4. Obtain all necessary construction licenses, insurance permits and approvals.
5. The **AIRPORT SPONSOR** shall deliver a firm EDS delivery schedule to TSA no later

than 60 days after the construction contract award. This schedule will be reviewed and approved by TSA based on OEM EDS delivery schedules. If the **PROJECT** cannot meet the acceptance date, the **AIRPORT SPONSOR** will be responsible for the safekeeping of the EDS in a secure and climate controlled environment until such time the system(s) can be installed at the agreed upon site. The **AIRPORT SPONSOR** will be solely responsible for any damages and or extra startup costs associated with, or that occur, during this delay.

- **TSA** requires 180 days to plan for the procurement, manufacture and deployment of EDS. Therefore, the **AIRPORT SPONSOR** must communicate this 180 day timeframe to Construction Managers upon construction contract award to be built into the project schedule.
6. Ensure the Project site will be ready to accommodate the installation of the EDS units when delivered. Project site preparation includes, but is not limited to, BHS modifications, mechanical, heating, electrical site preparation, including infrastructure to protect electrical or fiber optic cables, environmental controls, and any other airport terminal infrastructure work required to support the operational environment of the EDS and ETD units.
 7. Facilitate the installation of the EDS units by providing a clear path during rigging and EDS installation, and provide sufficient space to allow for initial deployment activities (such as uncrating the device).
 8. Provide and install seismic anchoring equipment, if required, in the provided anchor points of the EDS.
 9. Provide three (3) feet of maintenance access space around the equipment so that spare parts may be removed and replaced.
 10. Once installed, provide reasonable measures to protect the security screening equipment from harm, theft, and water intrusion in the screening area.
 11. Prior to TSA ISAT Testing, it shall be the **AIRPORT SPONSOR'S** responsibility to exercise due diligence to protect and insure the EDS equipment from damage due to ongoing construction or weather.
 11. The **AIRPORT SPONSOR** shall provide for personnel, assistance, equipment and support services to jointly execute the Test Readiness Review (TRR) and ISAT leading to the commissioning and acceptance of the CBIS. Support will include but will not be limited to:
 - a. Providing storage areas for test bag laydown are secure and protected from the elements.
 - b. Baggage handlers for test bag staging, induction and retrieval during testing and commissioning including personnel and equipment necessary to move test bags between staging and ISAT areas.
 - c. Ensuring that representatives of the Baggage Handling System Contractor (BHSC) and System Programmer(s) are on site to run the CBIS during ISAT and resolve deficiencies found during testing.
 - d. Airport badging required for TSA contractor ISAT team members shall be executed in a timely manner such that no greater than two (2) trips to the airport are necessary to complete all badging requirements in order to be issued and receive an airport badge. Should this requirement not be met, the Airport/ILDT shall provide all escorts necessary to allow the TSA ISAT Team to conduct the ISAT and follow-on live operations run-in observation.
 - e. Provide TSA and their Contractors full and complete versions of the most recent documentation for the Project to include "approved for Construction" sets of

the mechanical, electrical and controls drawings and control descriptions, see Appendix A for details.

12. Perform and bear all costs of the operation, maintenance and repairs for the airport terminal installed property such as the baggage handling conveyor system, including the conveyors in the baggage screening matrix, heating, air conditioning, electrical and mechanical infrastructure in support of this **Project**. This shall also include all property other than security screening equipment which is provided by TSA to the airport, such as CBRA inspection tables.
13. Bear all costs associated with additional ISATs beyond the initial test. These costs will not be reimbursed by TSA, and will be deducted from the OTA retainage.
14. Submit monthly milestone and project progress status reports by the 10th of each month to the TSA COR, TSA CO and TSA Site Lead Contractor. Reporting will commence once the AIRPORT SPONSOR awards the construction contract, and will continue through successful completion of testing activities and/or remedy of all outstanding deficiencies. Once TSA issues the "CBIS Acceptance Letter", monthly reporting will focus solely on finalizing invoicing. Specific requirements for the content of the monthly project status report are identified in Appendix C of this OTA.
15. CBIS construction shall meet all requirements of the TSA Security Technology Integrated Program (STIP) Data Requirements for Checked Baggage Systems in accordance with Section 7.2.12 of the PGDS. The Airport shall provide all deliverables required in the STIP Data Requirements to the TSA COR.

For additional clarification regarding roles and responsibilities see Appendix A.

v. Operation and Maintenance Costs

It is understood and agreed that the security screening equipment are and will at all times remain the property of the TSA. TSA will maintain, repair, and refurbish the EDS and ETD units at no cost to **AIRPORT SPONSOR**.

Except for the security screening equipment owned by the TSA and separately provided for use at the Airport, the **AIRPORT SPONSOR** shall own and have title to all airport terminal building improvements made in accordance with this Agreement such as heating, ventilation, air conditioning, electrical and mechanical infrastructure, baggage handling conveyor systems and controls, or other assets which the **AIRPORT SPONSOR** acquires and installs under this Agreement in support of the **Project**. This includes all property **the AIRPORT SPONSOR** purchases to support the TSA provided security screening equipment, such as specific tables, storage units, or other ancillary items. It will remain the responsibility of the **AIRPORT SPONSOR**, as well as its contractors or lessees acting through such agents as it may use, to maintain, repair and or replace such airport property to sustain the operational environment of the security screening equipment. Title to all airport terminal building improvements that were purchased or reimbursed using Federal funds for this Project, shall become the property of the **AIRPORT SPONSOR**, whether purchased with TSA or **AIRPORT SPONSOR** funds.

The **AIRPORT SPONSOR** shall ensure that all connections between the EDS equipment, the baggage handling system, or any other connection of the CBIS meet the requirements of the EDS OEM integration guide and the TSA cabling guidelines as given in the PGDS. The **AIRPORT SPONSOR** or its authorized representative shall coordinate all activities involving such connections directly with the EDS OEM. If questions or concerns about the data connection or any of the relevant

requirements arise, the **AIRPORT SPONSOR** shall communicate the issue/concern with the TSA COR and CO.

C. Deliverables

Appendices A through D identify other required deliverables to be submitted by the **AIRPORT SPONSOR**.

ARTICLE V - EFFECTIVE DATE AND TERM

The term of this Agreement shall be from the date of execution of the Agreement until December 31, 2016, unless earlier terminated by the parties pursuant to Article XIII "Termination" as provided herein or extended by mutual agreement pursuant to Article XIV "Changes and/or Modifications", in order to allow the **AIRPORT SPONSOR** time to submit a final invoice, close out the Project, and address any other issues. The **AIRPORT SPONSOR** agrees to work with TSA to close this OTA within six (6) months of completion of the Project.

The **AIRPORT SPONSOR** will establish and provide to the TSA COR and CO, within ten (10) business days of execution of this Agreement, Project Milestones that allow objective measurement of progress toward Project completion. TSA maintains the right to identify any additional Project Milestones to be tracked by **AIRPORT SPONSOR**.

ARTICLE VI – ACCEPTANCE AND PROJECT COMPLETION

TSA will deem the **Phase 1 of the Project** complete upon submission of construction bid information to TSA.

TSA will deem **optional Phase 2 of the Project** upon successful completion of the TSA ISAT (Integrated Site Acceptance Test) as conducted by the TSA independent Acceptance Test Contractor and successful completion of the 30-day Operational Run-In period. TSA ISAT will evaluate the CBIS against the TSA PGDS version stated in this Agreement as well as assess and comment on functional and performance differences to the most current version of the PGDS version published at the time of ISAT.

Successful completion of Project requires the correction of CBIS deficiencies identified during the TSA ISAT as documented in the Quick Look Report (QLR) and as followed up at the end of the Operational Run-In period in the Test Summary Report (TSR). TSA will release the funds retained pursuant to Article VIII only after the CBIS has passed the ISAT test and Operational Run-In period and all deficiencies have been corrected. Additional details are contained in Appendix A, "CBIS Project and Acceptance Testing Requirements".

ARTICLE VII - FUNDING AND LIMITATIONS

TSA will provide funding for Phase 1 (see Article IV.B.ii *Project Responsibilities*) to the **AIRPORT SPONSOR** in an amount not to exceed **\$12,100** (TSA Reimbursement Limit). Funds in the amount of **\$12,100** are hereby obligated and made available for payment for performance under this Agreement. Expenses incurred in executing the work identified herein are chargeable to:

PR: 2116-206-CT1197
 Accounting Line: 5CF13XB010D2016SWE044GE013723006200622CTO-
 5903001502010000-251B-TSADIRECT-DEF. TASK-D
 Obligated Amount: **\$12,100**

This OTA also provides an option to execute Phase 2 construction related services to implement the approved design (see Article IV.B.ii *Project Responsibilities*). The value of Phase 2 option shall not exceed **\$6,387,900**. The Phase 2 optional amount is an estimated project amount. Inclusion of this option does not commit the United States Government to exercise the Option nor does it in any manner obligate United States Government funds towards Phase 2 option. Execution of Phase 2 is subject to TSA review and acceptance of bid costs provided in Phase 1. If the Option is exercised by the United States Government, it will be accomplished via a bilateral modification to this OTA.

Phase 1 ceiling: \$12,100
 Phase 2 (optional) ceiling: \$6,387,900
 Total OTA Value (including all options): **\$6,400,000.**

In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover allowable and allocable costs as of the date of termination will be returned and/or de-obligated from this Agreement. TSA's liability to make payments to the **AIRPORT SPONSOR** is limited to the funds obligated and available for payment hereunder, including written modifications to this Agreement.

Under no circumstances will TSA be responsible to reimburse the **AIRPORT SPONSOR** for profit or the general costs of government, except for indirect costs allocable to this Project. The **AIRPORT SPONSOR** may recover the allowable direct costs of **AIRPORT SPONSOR** personnel performing work necessary under this Agreement, as well as the allowable and allocable costs of the contractors hired by the **AIRPORT SPONSOR** to perform the necessary work under this Agreement. Profit and overhead costs for the **AIRPORT SPONSOR** contractors performing work on the Project are allowable costs. Submission of a cost allocation plan is required to address any indirect costs, to include the **AIRPORT SPONSOR** employees, who work on multiple activities that will result in a request for reimbursement under this Agreement. TSA will not be responsible for costs incurred by the **AIRPORT SPONSOR**, its contractors or agents to perform work not in compliance with the TSA requirements in this Agreement. The TSA CO has the right to recoup any payments made to the **AIRPORT SPONSOR** if the TSA CO determines that the invoices exceed the actual costs incurred, or if the work substantially deviates from the TSA approved design requirements for the Project pursuant to this Agreement.

TSA will reimburse only for allowable, allocable and reasonable costs in accordance with the OMB Circular No. A-87 in effect on the Effective Date of the Agreement (codified at 2 C.F.R. Part 225).

ARTICLE VIII – BILLING PROCEDURE AND PAYMENT

A. Payment / Performance Provisions

The United States Coast Guard Finance Center performs the payment function on behalf of the TSA. For purposes of submission to the Coast Guard Finance Center, the **AIRPORT SPONSOR** must submit a completed Summary Invoice. Registration in the System for Award Management (SAM) for “All Awards” is mandatory for invoice payment. To obtain information regarding SAM, please refer to <https://www.sam.gov/portal/public/SAM/>.

Invoices for reimbursable expenses will be submitted every thirty (30) days, as expenses are incurred. For periods in which the **AIRPORT SPONSOR** has not incurred a reimbursable expense, an invoice is not required. However, a Memorandum noting the non-submission of an invoice in a specific month must be submitted to the TSA CO and/or COR to document the record. This can be sent in conjunction with the monthly reports. Expenses are considered to accrue on the date that the **AIRPORT SPONSOR** is invoiced from a contractor, sub-contractor, supplier, or provider of services. Reimbursement by TSA is conditioned upon submission to TSA of an invoice identifying the Project costs that have been incurred and paid. The TSA intends to make payment to the **AIRPORT SPONSOR** within 120 days from receipt of each properly prepared invoice for reimbursement of incurred Project costs.

A percentage of all submitted costs identified by TSA as allowable, allocable and reasonable shall be retained by TSA until certain milestones of the CBIS Project are completed, and will only be reimbursed to **the AIRPORT SPONSOR** upon successful completion of all of its obligations for the appropriate milestones under this Agreement, including, where appropriate for the milestone, completed system documentation submitted to TSA and successful completion of all testing as required in Article VI of this Agreement.

The specific milestones and percentages which TSA will use to determine retainage are provided in the below table. TSA will retain the percentages identified for all invoiced reimbursable expenses until the respective milestone is completed. Upon completion of Milestones 1 and 2 identified below, 5% of submitted reimbursable expenses will be released from retainage by TSA upon submission of an invoice by the **AIRPORT SPONSOR**. The invoice shall clarify how much is requested for release and which Milestone completion occurred to justify release of retainage. Please see Paragraph D of this Section for additional final invoicing instructions.

Milestone	Milestone Description	Percent Retained of all Submitted Costs until Milestone Completion
1	Installation of the first EDS is successfully completed.	20%
2	TSA issues an Operational Decision Letter informing the AIRPORT SPONSOR to proceed with operations.	15%
3	All work included in the CBIS project is successfully completed, all issues identified by TSA during testing and 30-day run-in are resolved, complete system documentation has been submitted to TSA, and the AIRPORT SPONSOR has successfully completed all obligations under this Agreement as evidenced with the TSA CBIS Acceptance Letter.	10%

In the event that an invoice for reimbursable expenses is not received by the TSA within a twelve (12) month period, the TSA reserves the right to terminate the Agreement per Article

XIII "Termination."

Please note that no retainage will be held for Phase 1 of the OTA. The above retainage terms and conditions are only applicable to Phase 2.

B. Invoicing

The **AIRPORT SPONSOR** invoice format is acceptable. However, the invoice shall, at a minimum, include the following:

1. Agreement Number
2. Invoice Number and Invoice Date
3. Name and Address of the **AIRPORT SPONSOR** Requesting Fund Disbursement
4. Point of Contact, with Address, Telephone, Fax and E-mail Contact Information
5. Tax Identification Number and DUN's Number
6. Supporting Documentation to include Invoices or Other Documentation that Substantiates the Amount of Funds to be Disbursed by TSA
7. Total Amount of Funds Requesting to be Disbursed by TSA
8. Electronic Funds Transfer (EFT) Banking Information (If Applicable)
9. Remittance Address
10. Certification of Requestor, including the following language: *This is to certify that the incurred costs billed were actually expended in furtherance of this Agreement, and we understand that intentional falsification of the information contained herein may be subject to civil and criminal penalties under applicable federal laws and/or regulations.*
11. Signature of Requestor's Authorized Representative with Date
12. Name and Address of the **AIRPORT SPONSOR's** facility

The Invoice may be submitted by standard mail or by electronic transmission to the following address(s):

Billing Address: United States Coast Guard Finance Center
TSA Commercial Invoices
P.O. Box 4111
Chesapeake, VA 23327-4111

Email: FIN-SMB-TSAINVOICES@uscg.mil

Notwithstanding any other payment clause in this Agreement, the United States Government shall make invoice payments under the terms and conditions specified in this Article. Payment shall be considered made on the day the check is dated and deposited in the US mail, or an electronic funds transfer is completed. All days referred to in this clause are calendar days, unless otherwise specified.

C. Approval for Payment

The TSA CO and the COR are required to review all invoices prior to the CO's approval for payment. To aid in this review, the **AIRPORT SPONSOR** shall provide a copy of the Summary Invoice along with all receipts, contractor pay requests and other supporting

information which specify the vendor, description and date of services provided, and products delivered as well as the appropriate documentation showing that the **AIRPORT SPONSOR** has paid these obligations. The **AIRPORT SPONSOR** shall provide this supporting information simultaneously with Step 1 to expedite the payment process.

The Supporting Documentation shall contain the following items:

- A summary spreadsheet providing a categorized breakdown of the amount invoiced
- Signed, approved and legible copies of each individual contractor's invoice to include schedules of values and scope of work
 - Copies of contracts and change orders that provide support for the actual work being invoiced
 - Vendor and subcontractor invoices with specific details about services provided and when these services were rendered
 - Rationale for all allocations or unusual calculations or assumptions
 - Copies of subcontractor's invoices if listed on a prime contractor's invoice as a single amount (copies of timesheets and detailed backup not required if descriptions are clear and specific)
 - Proof of payment by the **AIRPORT SPONSOR** for each invoice in the form of copies of check/warrants, bank wire transfers, or accounting systems transactions

The Summary Invoice and supporting documentation may be submitted by email or mail via CD or paper documents to the TSA CO, TSA COR, and other TSA representatives identified by the TSA COR. The final closeout invoice shall include proof that all required deliverables have been provided.

Upon completion of the review of the supporting documentation for the Summary Invoice, the TSA CO and COR will advise the Coast Guard Finance Center regarding approval of payment of the Summary Invoice.

D. **Final Invoice: Assignment and Release of Claims**

The AIRPORT SPONSOR shall execute and deliver, at the time of and as a condition precedent to final payment under this OTA, a release discharging the United States Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under the OTA. The release of claims includes all claims, past, present, and future, known and unknown, foreseen and unforeseen, which can be asserted by any person or persons, other than claims for property loss or damage, personal injury, or wrongful death cognizable under the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b)(1), 1402(b), 2401(b), 2671-2680.

As such, the AIRPORT SPONSOR's final invoice requesting release/payment of retainage withheld throughout the project shall state the following:

"[AIRPORT SPONSOR] for and in consideration of the funding provided under OTA [Insert OTA #], does hereby remise, release and forever discharge United States Government, its officers, agents, and employees from any and all manner of actions, causes of action, rights, suits, covenants, contracts, claims, agreements, judgments and demands whatsoever by request, in law, or in equity arising from and by reason of any and all known and unknown, foreseen

and unforeseen circumstances, claims or injuries and the consequences thereof, other than claims for property loss or damage, personal injury, or wrongful death cognizable under the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b)(1), 1402(b), 2401(b), 2671-2680. Such claims must be asserted within the time limits and in accordance with the procedures prescribed by the Federal Tort Claims Act and the implementing regulations promulgated by the U.S. Department of Justice at 28 C.F.R. part 14. [AIRPORT SPONSOR] expressly waives its ability to seek additional reimbursement from the United States Government under OTA HSTS04-16-H-CT1197.”

E. Untimely Invoices

In furtherance of the timely closeout of this agreement, all final project invoices shall be submitted no later than six months after the period of performance end date or six months after the date of termination by either party pursuant to Article XIII (whichever is earlier). Invoices submitted six months after the period of performance ends will be considered untimely and TSA cannot guarantee payment. The **AIRPORT SPONSOR** may be liable for any expenses incurred as a result of an untimely or improperly submitted invoice. TSA reserves the right to reject untimely or improperly submitted invoices

ARTICLE IX - AUDITS

TSA shall have the right to examine or audit relevant financial records for the Project funded by this OTA, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of the terms of this Agreement. For the Project funded by this OTA, the **AIRPORT SPONSOR** shall maintain all project records, technology maintenance records, and data associated with this **PROJECT** while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after the expiration or termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the “Disputes” provision in Article XII regarding this Agreement shall be made available until such appeals are finally resolved.

As used in this provision, “records” includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to this **PROJECT**.

The **AIRPORT SPONSOR** shall also maintain all records and other evidence sufficient to reflect costs claimed to have been incurred by each facility in the purchase of technologies allowed in the **PROJECT**. The Contracting Officer, Contracting Officer’s Representative, or the authorized representatives of these officers shall have the right to examine and audit those records at any time. This right of examination shall include inspection at all reasonable times at the **AIRPORT SPONSOR**’s offices directly responsible for managing the **PROJECT**.

The Comptroller General of the United States shall also have access to, and the right to examine, any records involving transactions related to this Agreement.

This article shall not be construed to require the **AIRPORT SPONSOR**, or its contractors or subcontractors who are associated with or engaged in activities relating to this OTA, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting procedures.

ARTICLE X – AUTHORIZED REPRESENTATIVES

The authorized representative for each party shall act on behalf of that party for all matters related to this Agreement. Each party's authorized representative may appoint one or more personnel to act as an authorized representative for any administrative purpose related to this Agreement, provided written notice of such appointment is made to the other party to this Agreement. The authorized representatives for the parties are as follows:

A. TSA Points of Contact:

Contracting Officer's Representative (COR):

Gregory Cypher
3701 Post Office Rd.
Arlington, VA 20528
Phone: (571) 227-2320
E-Mail: Gregory.Cypher@tsa.dhs.gov

Contracting Officer (CO):

Bonnie Evangelista
701 South 12th Street
Arlington, VA 20598-6025
Phone: (571) 227-1655
E-Mail: Bonnie.Evangelista@tsa.dhs.gov

Only the TSA CO shall have the authority to bind the United States Government with respect to scope of work, funding and liability. The TSA COR is responsible for the technical administration of this Agreement and is the technical liaison with the **AIRPORT SPONSOR**. The TSA COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA such as amount or level of funding. The TSA COR is authorized to approve the use of contingency funds that fall within the funded TSA amount.

The **AIRPORT SPONSOR** must notify the TSA CO and COR in the event that any TSA employee or TSA contracted agent takes any action that may be interpreted by the **AIRPORT SPONSOR** as direction which could increase the Project costs and could cause the **AIRPORT SPONSOR** to seek reimbursement from TSA in excess of the TSA's total reimbursement liability as defined in Articles IV and VII of this Agreement.

B. The AIRPORT SPONSOR Points of Contact:

The **AIRPORT SPONSOR** Point of Contact for all correspondence is:

Denis Carvill
 Deputy Executive Director
 Engineering, Operations, Maintenance & Airline Relations
 E-mail: dcarvill@bur.org
 Office: 818.840.8840

ARTICLE XI - LIMITATIONS ON LIABILITY

- A. Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above.

- B. The **AIRPORT SPONSOR** has the affirmative duty to notify the TSA Contracting Officer in the event that the **AIRPORT SPONSOR** believes that any act or omission of a TSA agent or employee would increase the **AIRPORT SPONSOR's** costs and cause the **AIRPORT SPONSOR** to seek compensation from TSA beyond TSA's liability as stated in Article IV "Responsibilities" or Article VII "Funding and Limitations." Claims against either party for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages not to exceed the aggregate outstanding amount of funding obligated under this Agreement at the time the dispute arises. If the **AIRPORT SPONSOR** receives any communication which it interprets as instructions to change the work encompassed in this Agreement, or to incur costs not covered by funding obligated at that time, the **AIRPORT SPONSOR** must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.

- C. In no event shall either party be liable to the other for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

- D. No third party shall assert any rights under this Agreement unless expressly provided herein.

ARTICLE XII - DISPUTES

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of the **AIRPORT SPONSOR**. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the **AIRPORT SPONSOR** or the TSA Contracting Officer. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, the **AIRPORT SPONSOR** may submit the dispute to the Deputy Administrator for Acquisition. If the decision of the Deputy Administrator for Acquisition is unsatisfactory, the decision may be appealed the TSA Assistant Administrator for Acquisition. The parties agree that the TSA Assistant Administrator for

Acquisition's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

ARTICLE XIII - TERMINATION

A. In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations that might require payment.

B. If the **AIRPORT SPONSOR** exercises its right under Paragraph A of this Article to withdraw voluntarily from the Project, the **AIRPORT SPONSOR** agrees to reimburse the United States Government for all monies disbursed to it under this Agreement. If the **AIRPORT SPONSOR** has not met eligible criteria as outlined in Article VIII for any or all of the disbursements requested, the **AIRPORT SPONSOR** may petition TSA for such funding with adequate documentation.

C. In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses will be returned and/or de-obligated from this Agreement.

ARTICLE XIV - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorized representative of the **AIRPORT SPONSOR**. The modification shall cite the subject provision to this Agreement and shall document the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. The properly signed written modification shall be attached to this Agreement and thereby becomes a part of this Agreement.

The TSA CO reserves the right to make unilateral modifications (signed only by the TSA CO) for administrative modifications, such as changes to the line of accounting in Article VII, updates to TSA POCs in Article X, and/or other administrative changes that do not affect the terms and conditions of this Agreement.

ARTICLE XV - CONSTRUCTION OF THE AGREEMENT

This Agreement is issued under 49 U.S.C. §106 (l)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Both parties agree to provide their best efforts to achieve the objectives of this Agreement. Additionally, each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other. The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each party acknowledges that there are no exceptions taken or reserved under this Agreement.

In the event that any Article and/or parts of this Agreement are determined to be void or otherwise invalid or unenforceable, such Article or portions thereof shall lapse. No such lapse will affect the rights, responsibilities, and obligations of the parties under this Agreement, except as provided therein. If either party determines that such lapse has or may have a material effect on the performance of the Agreement, such party shall promptly notify the other party, and shall negotiate in good faith a mutually acceptable amendment to the Agreement if appropriate to address the effect of the lapse.

ARTICLE XVI - PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, confidential, or otherwise Sensitive Security Information (SSI) that may come into their possession as a result of this Agreement.

A. RELEASE OF TECHNICAL DATA

No SSI or other information, oral or written, concerning the scope of this Agreement, shall be published or released to the public without the prior written approval of the TSA Assistant Secretary or his or her designee.

B. RECORDS AND RELEASE OF INFORMATION

All SSI, as defined in 49 CFR Part 1520, shall be handled in accordance with TSA policies and regulations. All employees, contractors, and subcontractors assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information. SSI may not be disclosed except in accordance with the provisions of that rule.

C. MEDIA

All media releases and other contact with or by media related to this Agreement and in accordance with the terms of this Agreement shall be referred to the Contracting Officer. Neither the **AIRPORT SPONSOR**, nor its contractors shall include in its publicity or public affairs activities related to the subject matter of this Agreement any SSI unless written approval has been received from the TSA Office of Security Capabilities or the TSA Office of Strategic Communication and Public Affairs.

ARTICLE XVII – SURVIVAL OF PROVISIONS

The following provisions of this Agreement shall survive the termination of this Agreement: Article IV – Responsibilities; Article VII – Funding and Limitations; Article IX – Audits; Article XI – Limitations on Liability; Article XII – Disputes; Article XVI – Protection of Information; and Article XVII – Survival of Provisions.

APPENDICES

Appendix A – Project and Acceptance Testing Requirements

Appendix B – Construction Milestone Schedule

Appendix C – Schedule of Construction Deliverables

Appendix D – Other Transaction Financial Reporting Template

Appendix A

Project and Acceptance Testing Requirements

Scope: TSA support for the Recapitalization in Node 1 and Node 2 solution at the Bob Hope Airport will encompass construction to support the approved **PROJECT**.

A. TSA responsibilities with regard to the Project are listed below in sections 1.1 to 1.7. Many responsibilities are delegated to TSA contractors such as the EDS Original Equipment (OEM) Manufacturer, TSA Site Lead Contractor, and TSA Acceptance Test Contractor; however the ultimate responsibility resides with TSA.

1.1 EDS PLACEMENT

TSA will ship, rig and install EDS machines and associated EDS screening equipment, to include any necessary ETD screening equipment, in their respective operational locations within the Project location. TSA, through the EDS OEM or other TSA contractors, shall be responsible for coordinating and integrating activities regarding placement of EDS equipment with the local TSA Point of Contact and **AIRPORT SPONSOR** Point of Contact.

1.2 INSTALLATION SUPPORT

1.2.1 Project Management

The TSA Site Lead Contractor and the EDS OEM shall be responsible for providing technical support throughout the entire period of performance during the installation Project. The OEM shall be responsible for all labor, materials, equipment, and support services required for planning, managing, and supervising all items related to the installation of the EDS units and associated ancillary equipment.

1.2.2 Technical Support

TSA will provide technical support to the Project through existing TSA contracts with the EDS OEM, TSA Site Lead Contractor, and TSA Acceptance Testing Contractor.

- The identified TSA Site Lead Contractor shall be included in all relevant **PROJECT** planning/project meetings relevant to TSA contributions to the Project. Project schedules and updates shall be provided to the TSA Site Lead Contractor to ensure TSA has timely and sufficient notice of deliverable dates.
- The EDS OEM shall provide technical consultations to the TSA COR and **AIRPORT SPONSOR** regarding Project efforts that may include, but are not limited to: teleconferences; reviews of drawings and specifications; and exchanges of technical documentation such as specifications, manuals, and guides.
- TSA Test Lead shall support testing of the **PROJECT** (the EDS units, BHS and the integration between them) and will develop relevant **PROJECT** test plans and reports that will be shared with the **AIRPORT SPONSOR**.
- Support for the development and execution of the TSA Other Transaction Agreement in place between TSA and the **AIRPORT SPONSOR** will be provided by TSA Office of Acquisition.

- Oversight and coordination of technical aspects of the Project will be provided by the TSA COR.
- Local TSA personnel shall support coordination of issues between the TSA COR and the **AIRPORT SPONSOR** as directed by the Federal Security Director (FSD).

1.2.3 Commissioning Services

TSA, through the screening equipment OEM and its other TSA contractors, shall be responsible for all labor, materials, equipment, and support services needed to assemble, power up, configure, and install the screening equipment machines into the required operational condition. The screening equipment OEM shall provide technical support, documentation, and installation of the screening equipment units and the associated local Baggage Viewing Stations (BVS) after confirmation that all pre-installation requirements have been met. The screening equipment OEM shall coordinate with the TSA COR, TSA Site Lead Contractor, TSA Acceptance Test Lead, and the **AIRPORT SPONSOR** to perform system testing.

1.3 Acceptance Testing

Mandatory testing for this system includes Site Acceptance Testing (SAT) for the EDS following installation; pre-Integrated Site Acceptance Testing following the integration of the EDS units with the BHS is affirmed through a Test Readiness Report (TRR); and Integrated Site Acceptance Testing (ISAT) is conducted prior to TSA acceptance of the PROJECT for operational use. See the following table for minimum lead time requirements for testing activities.

Lead Times for ISAT (Days Prior to projected test date)	Activity	Responsible Parties
Site Initiation or ≥180 days from ISAT	Site Survey Data Collection Planning Checklist provided to the AIRPORT SPONSOR to complete to support the ISAT Site Specific Test Plan (SSTP) development.	TSA COR, TSA Site Lead Contractor
≥120 days	Completed Site Survey Data Collection Checklist and supporting site documentation received from AIRPORT SPONSOR , to include <ul style="list-style-type: none"> • Any and All Approved Request for Variance (RFV) • Basis of Design Report • Sample BHS & CBIS Reports for all PGDS required Reports • BHS & EDS Network Diagrams and Server Architecture • Local Procedures for Fail-Safe, E-Stop, Jam Clearing and IQ Test Conduct • Airport/Airline Bag Induction/Hygiene Procedures • BHS Specifications 	AIRPORT SPONSOR , TSA Site Lead Contractor, TSA Acceptance Test Contractor

	<ul style="list-style-type: none"> • Controls Description and/or Description of Operation (if both exist then provide both) • Fail-safe and/or E-Stop Zone Drawings • BHS Mechanical Plan and Elevation Drawings from Natural Induction Locations to & through the CBIS, CBRA and Make-up Locations with Conveyors labeled, Plan View Drawings and Electrical Drawings of the BHS/CBIS with Control Station & Photo eye Locations and labeling. All drawings will be “Approved for Construction” by the Airport and not Pre-Bid or Bid Use Only versions. • At least 1 Plan/Overview Drawing that shows the entire CBIS in a single view • Conveyor Motor Manifest to include not less than (Conveyor Name, Phase, Conveyor Type, Degree of Turn, Degree of Incline/Degree of Decline, Length, Speed in FPM, Motor HP, Control Type (VFD yes/no), Brake Type, Motor Type, drive Type, FLA Rating). Installation Phasing Plan Narrative and Phasing Plan Drawings • Construction and Testing Schedule(s) • Installation & Commissioning Phasing Plan Narrative and Phasing Plan Drawings • Construction and Testing Schedule(s) 	
≥90 days	On-site Site Survey Meeting held to conduct initial test coordination and review the draft SSTP. This visit will allow the TSA Acceptance Test Contractor to tour the site, review the draft SSTP with the AIRPORT SPONSOR , coordinate logistics and manpower and initiate the SIDA badge application process, if required. TSA Site Lead Contractor coordinates schedule with the AIRPORT SPONSOR and TSA’s Acceptance Test Contractor.	AIRPORT SPONSOR , TSA COR, TSA Site Lead Contractor, TSA Acceptance Test Contractor
<45 days	Final SSTP Review Meeting between the TSA Acceptance Test Contractor and the AIRPORT SPONSOR to review the final SSTP, include any other approved RFV, verify logistics & manpower, and review specific tests to be performed. <u>Any requests for variance from the SSTP testing requirements must be delivered in writing to the TSA COR prior to this meeting for review and response.</u> This is the last chance for the AIRPORT SPONSOR to disclose any test standards that cannot be met in writing and formally justify exemption from test criteria. Any final revisions to the SSTP will be made and distributed to the AIRPORT SPONSOR and COR prior to test execution.	AIRPORT SPONSOR , TSA Site Lead Contractor, TSA Acceptance Test Contractor, TSA COR

Typically 14 days to 1 day	TSA Acceptance Test Contractor will ship test articles to the AIRPORT SPONSOR . The AIRPORT SPONSOR receives the test articles and stores in a secure and weather protected laydown area as agreed to by the AIRPORT SPONSOR and TSA Acceptance Testing Contractor in the Final SSTP Review Meeting.	AIRPORT SPONSOR , TSA Acceptance Test Contractor
≥ 11 business days	CBIS pre-testing - The AIRPORT SPONSOR conducts pre-testing. The TSA Site Lead contractor will provide oversight of CBIS pre-testing to validate the Test Readiness Notification (TRN) to the TSA COR and Acceptance Test Team. Delivers internal pre-ISAT test results to the TSA Site Lead Contractor and the Site and TRR readiness confirmation letter to the TSA COR. Upon successful review, the TSA Site Lead Contractor is deployed to the site within 7 days. Note: TSA may combine TRN with CBIS pre-testing and/or conduct TRR as a subset of ISAT	AIRPORT SPONSOR , TSA Site Lead Contractor
≥ 7 business days	TSA Acceptance Testing Contractor or Site Lead Contractor initiates & performs the TRR. Note: TRR Performance by Acceptance Testing Contractor will be a subset of overall ISAT duration and permit passed tests to be credited toward ISAT completion. TRR failure will result in 2 week moratorium.	AIRPORT SPONSOR , TSA Site Lead Contractor
≥ 3 business days	When notice of successful TRR is completed and delivered to the TSA Acceptance Testing Contractor via a TRN no later than COB Wednesday (5:00 p.m. EST), ISAT deployment will occur the following Monday. If delivered any time Thursday through Sunday, the TSA Test Team deployment will occur on the second Monday.	TSA Site Lead Contractor, TSA Acceptance Test Contractor
1 business day	TSA Acceptance Test Contractor travel day (normally Monday)	TSA Acceptance Test Contractor
Test start	TSA Acceptance Test Contractor travel day (normally Monday) with mobilization activities and an in-brief meeting with AIRPORT SPONSOR on the next business day. Prior to start of testing, TSA Acceptance Test Contractor will accept PLC code from TSA Site Lead Contractor or AIRPORT SPONSOR prior to the start of testing. TSA Acceptance Test Contractor and AIRPORT SPONSOR will work together to perform ISAT and collect BHS and EDS performance documentation. Prior to departing the site, an Out-brief meeting will be held for all site stakeholders.	AIRPORT SPONSOR , TSA Acceptance Test Contractor, TSA Site Lead Contractor
≤ 2 business days	QLR is submitted by the TSA Test Acceptance	TSA Acceptance Test

after ISAT complete	Contractor to the TSA Acceptance Test Lead and COR for review and approval	Contractor, TSA COR
5 business days after QLR receipt	TSA conducts ISAT review board based on QLR results to determine readiness of CBIS to enter Live Operations and Bag Screening or whether to return CBIS to AIRPORT SPONSOR for correction of deficiencies prior to Live Operations	AIRPORT SPONSOR , TSA Acceptance Test Contractor, TSA COR
5 business days after ISAT review board decision	QLR is distributed by the TSA Deployment COR	TSA COR
For 30+ days from start of substantial use	The TSA Acceptance Test Contractor remotely monitors system performance during live operations run-in period and observes system on-site for 3+ days	AIRPORT SPONSOR , TSA Acceptance Test Contractor, TSA Test Lead
ISAT 5 business days	COR distributes TSA approved TSR to AIRPORT SPONSOR	AIRPORT SPONSOR , TSA COR

1.3.1. Site Acceptance Testing (SAT)

The EDS OEM shall coordinate and conduct SAT testing on the EDS machines in the presence of a TSA designated government witness. The EDS OEM shall implement and coordinate testing by issuing a Test Readiness Notification (TRN) at least seven (7) days prior to the scheduled Acceptance testing. Passing SAT results are required prior to integration of EDS to the BHS and to certify equipment readiness for operational use in screening baggage. In the event that the TSA supplied EDS units cannot meet SAT test requirements, TSA will ensure that any EDS machine defects are corrected or that the EDS unit is replaced.

1.3.2. Site Specific Test Plan Development (SSTP)

TSA has arranged for its Acceptance Test Contractor to develop a Site Specific Test Plan based on testing criteria outlined in the TSA CBIS Planning Guidelines and Design Standards (Appendix C). The SSTP will be based on the **AIRPORT SPONSOR's** responses to a Site Planning Checklist to be completed ≥ 100 days in advance of Integrated Site Acceptance Testing. The Final SSTP shall be delivered to the **AIRPORT SPONSOR** 30 days in advance of projected ISAT start-up. This is preceded by reviews of the draft SSTP by the TSA COR 60-45 days prior to testing and by the Airport Sponsor 45-30 days prior to testing. The TSA Site Lead Contractor and Acceptance Test Lead shall participate in a Test Coordination meeting approximately 30 business days prior to the projected ISAT start up to ensure that all **AIRPORT SPONSOR** concerns and questions about the ISAT test plan are resolved and to coordinate logistical and technical needs. Any requests for deviation from the SSTP testing requirements must be delivered in writing to the TSA COR prior to this test coordination meeting for review and response.

The TSA COR will review/evaluate any requests for phased testing (e.g. non-consecutive testing activities requiring multiple TSA Test Team trips). Such requests must be supported by compelling justification and submitted in writing to the TSA COR well in advance of SSTP development. Programming or mechanical changes made before ISAT (typically during Contractor pre-testing or

TRR) must be documented and provided to the TSA COR and TSA Acceptance Testing Contractor. This is last chance for the **AIRPORT SPONSOR** to disclose any test standards that cannot be met in writing and formally justify exemption from said test criteria.

1.3.3. Integrated Site Acceptance Testing (ISAT)

Scheduling and Coordination: Construction schedule including the ISAT start date(s) and duration(s) shall be shared with the TSA Site Lead Contractor, TSA COR and TSA Acceptance Test Contractor at 120, 90, 60, 30, and 14 days from the anticipated ISAT start date. This schedule shall be distributed each time changes are made to the ISAT start date and/or duration. Changes made to the schedule within two weeks of the planned ISAT start date may relieve the TSA of the obligation to begin testing within three business days of the TRR. In this situation, the ISAT start date could depend on TSA's testing workload and resource allocation.

Test Results and Reports:

Testing results will be shared in hard copy format with the **AIRPORT SPONSOR** through the local TSA Point of Contact. Test results will identify security, efficiency and safety concerns. There are four (4) possible test outcomes:

- Meets Criteria – System meets TSA PGDS Requirements;
- Meets Waivered Criteria – System meets PGDS requirements and TSA RDC waived criteria.
- Defects Found – TSA may staff the system but further work is needed to correct defects;
- Fail – TSA will not staff the system; **AIRPORT SPONSOR** shall resolve issues as published and prepare for re-testing

In the event of a failed ISAT result, TSA reserves the right to defer any subsequent re-tests for a period of at least 30 days.

1.4 INTEGRATION SERVICES

1.4.1. BHS Support

The EDS OEM shall assist the Airport's contractor to establish digital and serial communication for the EDS units. Once communication between devices has been established, the EDS OEM shall provide the following support and integration services.

- Assist the BHS contractor to obtain efficient EDS operation.
- Provide on-site Integration Engineer Support Services to facilitate the entire integration effort with the BHS.
- Be available to support system testing and validation conducted by internal or external organizations including the Integrated Site Acceptance Test (ISAT) and pre-ISAT Project testing and throughout the planning phases including the issuance of the ISAT TRN and TRR.
- During initial system operations run of live checked baggage, provide technical assistance as requested by TSA and/or the **AIRPORT SPONSOR**.

1.4.2. Software and Hardware

Following SAT and throughout the integration effort, the EDS OEM shall install and test the required software and hardware to allow for digital and serial communication between the EDS and the BHS PLC if required. Functionality of the EDS BHS interface hardware and software shall be verified by the EDS OEM at the interface box prior to working with the **AIRPORT SPONSOR** BHS contractor to ensure a proper operating PLC interface and to avoid delays.

1.5 SYSTEM NETWORKING

1.5.1 Network Infrastructure

The EDS OEM shall provide required patch cables and miscellaneous hardware to interface between network patch panel and EDS OEM supplied networking components.

1.5.2 Network Services

The EDS OEM shall provide: training for TSA staff; coordination and support for TSA and testing certification; and resources to conduct installation, testing, and initial operational support for networking. No other network may interface with the networked airport screening solution. The implemented assigned network for operation shall be an isolated, stand-alone network.

1.6. TRAINING

TSA will provide training for TSA screening staff on the operation of the security screening equipment.

1.7. MAINTENANCE

Upon successful completion of SAT testing for each unit, TSA will maintain and repair the security screening equipment in accordance with Article IV.B.iii of the OTA.

B. AIRPORT SPONSOR's RESPONSIBILITIES with regard to the Project are listed below in sections 2.1 to 2.5 listed below.

2.0 DESIGN

The AIRPORT SPONSOR will undertake design modifications, as required, and as-built drawings during the Project. The airport shall keep a design change log and provide to the OTA COR as an appendix to the monthly OTA report. If the design changes fall under the Change Order or Change Request process per Article IV of this OTA shall be submitted to the TSA COR and CO for review.

2.1 EDS PLACEMENT

The AIRPORT SPONSOR shall ensure that the Project site will be ready to accommodate the installation of the EDS and associated equipment. The AIRPORT SPONSOR shall provide adequate protection to the EDS machines and to the AIRPORT SPONSOR infrastructure during any and all EDS movements. The AIRPORT SPONSOR shall coordinate with the EDS OEM to integrate all activities regarding placement of EDS equipment. The AIRPORT SPONSOR shall provide reasonable measures to protect the security screening equipment from damage in the screening area.

2.1.1 Site Readiness and Storage

The AIRPORT SPONSOR shall confirm site readiness to receive EDS units to the TSA Site Lead Contractor no later than ten (10) business days prior to requested delivery date. Site readiness shall address availability of permanent power; removal of obstacles to the rigging path; and adequacy of physical environmental conditions within the delivery area that meet EDS OEM standards for protecting the EDS units. The AIRPORT SPONSOR shall provide secure storage for the EDS units and any ancillary screening equipment if site conditions at the time of delivery do not provide adequate protection. The AIRPORT SPONSOR shall provide secure storage space for hardware associated with EDS / ETD integration and multiplexing until it can be installed by EDS OEM Integration Support Staff. Failure to meet these minimum requirements may result in reallocation of equipment to other sites, thus affecting the airport's overall project schedule.

2.1.2 Rigging Services

The **AIRPORT SPONSOR** will be responsible for providing rigging path verification, ingress path, and/or structural analysis. If required, the **AIRPORT SPONSOR** will remove and replace any walls, windows, glass, doors, or other physical barriers in support of rigging activities.

2.2 INSTALLATION SUPPORT

2.2.1 Power Requirements

The **AIRPORT SPONSOR** will be responsible for providing all infrastructure power requirements for the CBIS including providing and installing all terminations for and cabling to all screening equipment in the CBIS area, CBRA room and OSR room. If required, the airport can provide separate metering of the screening equipment. The **AIRPORT SPONSOR** shall attest to the availability of power supply to adequately support the screening equipment and associated equipment in accordance with OEM specifications and be liable for damage to this equipment resulting from intentional deviations to accepted power supply conditions.

2.2.2 Commissioning Services

The **AIRPORT SPONSOR** will be responsible for obtaining all other infrastructures not mentioned in Section 2.2.1 to support screening equipment operations and maintenance.

2.3 INTEGRATION SERVICES

The **AIRPORT SPONSOR** shall ensure that the BHS Contractor coordinates with EDS OEM in support of integration activities (e.g. installation and testing the required software and hardware to allow for digital and serial communication between the EDS and the BHS PLC) as needed. Terminations to the EDS for BHS PLC communication shall be performed by the Airport.

2.4 NETWORKING

2.4.1. Network Infrastructure

The **AIRPORT SPONSOR** will design and install all communication conduit, fiber, etc. as required by the EDS OEM's design criteria for the EDS and EDS networking system, including but not limited to connectivity of Checked Baggage Resolution Areas, TSA network control room, and BHS Control Room as required. Exact parameters will be reviewed at Project start-up by TSA.

The **AIRPORT SPONSOR** will provide cabling and network patch panels in TSA control rooms, ETD search areas, and the TSA network room as determined by the network design conducted in conjunction with the **AIRPORT SPONSOR**. The EDS / ETD OEM shall provide required patch cables and miscellaneous hardware to interface between network patch panel and EDS OEM-supplied networking components. The **AIRPORT SPONSOR** will provide all electrical outlets to support installation and operation of a fully multiplexed explosive detection system.

2.4.2. Network Services

No other network may interface with the networked airport screening solution. The implemented assigned network for operation shall be an isolated, stand-alone network.

2.5. ACCEPTANCE - TESTING SUPPORT

The Project schedule shall allow for sufficient time to conduct mandatory testing of the EDS units after installation and integration. The Project schedule shall also factor in minimum lead times for notification of readiness for testing (7 days for SAT; 3 days for TRR; and at least 3 business days for ISAT). The **AIRPORT SPONSOR** shall identify operational windows in time in which testing

activities can be accomplished. Testing activities will be scheduled for normal 8-hour business days (Monday-Friday) and shall not include holidays.

Requests for overtime or multiple shifts are discouraged and will only be considered based on compelling justification. The TSA COR will review/evaluate any requests for phased testing (e.g. non-consecutive testing activities requiring multiple test team trips). Such requests must be in writing supported by compelling justification and submitted to the TSA COR well in advance of SSTP development. Programming or mechanical changes made before ISAT (typically during Contractor pre-testing or TRR) must be documented and provided to the TSA COR and Acceptance Test Contractor.

2.5.1 Site Specific Test Plan (SSTP)

The **AIRPORT SPONSOR** shall ensure that information needed to develop an accurate SSTP is provided to TSA Test Acceptance Lead at the earliest opportunity, but no later than 100 days prior to the requested testing date. Required documentation includes:

- The Site Planning Checklist
- BHS Specifications
- Controls Description and/or Description of Operation (if both exist then provide both)
- Fail-safe and/or E-Stop Zone Drawings
- BHS Drawings, Plan Views (with control stations and locations, Photoelectric Cell numbering and locations, and conveyor numbering) and Elevation Views
- Sample CBIS Reports per PGDS shall be provided along with the Site Planning Checklist and full CBIS Reports shall be provided during ISAT testing and throughout the Run-In period. These reports shall meet the requirements described in PGDS.
- Conveyor Motor Manifest
- Installation Phasing Plan Narrative and Phasing Plan Drawings
- Construction and Testing Schedule provided at 120, 90, 60, 30 and 14 days prior to ISAT.

All drawings shall be clearly visible and readable when plotted on Arch D Size Stock. All documents shall be submitted electronically (e.g. text documents in MS Word or PDF and drawings in AutoCAD [.dwg] or PDF.)

Any system constraints that will prevent compliance with TSA testing and performance criteria must be disclosed in writing to TSA as far in advance as possible to allow for evaluation of applicable waivers. Any restrictions on system availability and accessibility for testing shall be disclosed. Cutover plans including any phasing plans that will affect the TSA Acceptance Test Contractor's ability to test the full system from ticket counters and curbside inductions (if applicable) through the outbound/sortation system shall also be disclosed to allow for the development of an accurate SSTP. Cutover plans that will result in multiple testing phases shall also be presented to the TSA COR in writing for review and approval prior to the Test Coordination Meeting and no later than 30 days prior to ISAT.

The **AIRPORT SPONSOR** will have the opportunity to review and comment on SSTP in advance of testing. Comments and/or questions shall be directed to the TSA COR and the TSA Site Lead Contractor.

2.5.2. Test Readiness Report (TRR)

This pre-ISAT activity is conducted by TSA Site Lead Contractor in coordination with the **AIRPORT SPONSOR** (typically the BHS Contractor.) The purpose of this testing activity is to assure TSA of site readiness for ISAT and is a precursor for TSA authorization for TSA Acceptance Test Contractor to deploy. The Airport will be provided TRR data sheets by the TSA Site Lead Contractor. BHS/CBIS configuration and operation shall be in final form intended for bag screening operations. Unless mutually agreed to, changes/improvements to BHS/CBIS between TRR and ISAT are not authorized. The **AIRPORT SPONSOR** must address security and efficiency defects found during TRR and be prepared to implement mutually agreed upon corrective actions prior to ISAT.

Required input from the Project Team will include:

Functional Testing Documentation: Testing authentication must be clearly reported and show every test with bag ID and declared status on printed EDS FDRS (Field Data Reports) and on the printed Critical Tracking PEC Report (as required in PGDS) resulting bag destination. Ledger forms shall show test date, type of test, identification of bag destination location, and ID number of the bags arriving at that location. These reports shall be organized and indexed in a loose-leaf binder(s)

- Each test shall conclude with an indication of successfully passing the required criteria of BHS specification and testing criteria and if conflict or failure exists, then so indicate with an explanation.
- Presentation of completed testing and TRR required documentation to TSA Site Lead not less than 7 business days prior to anticipated Pre-ISAT date is required.

System Mixed Bag Test and System Throughput Test Observation: Sufficient numbers of test bags (no less than 100 test bags per EDS) will be utilized to “stress” the BHS/CBIS as would occur during peak operating times. Test bag set profile shall be similar to the TSA Acceptance Test Contractor’s test bag profile.

- A real-time observation by TSA Site Lead Contractor of a global BHS/CBIS System Mixed Bag Test and System Throughput Test using clear and suspect bags is required.
- All EDS systems must be operational.
- All baggage entry points must be utilized.

The TSA Site Lead Contractor performs the TRR. If successful, a Test Readiness Notice is issued to the TSA COR and the TSA Acceptance Test Contractor for ISAT deployment. If delivered by COB Monday through Wednesday (5:00 p.m. EST), ISAT deployment will occur the following Monday. If delivered any time Thursday through Sunday, ISAT deployment will occur on the second Monday. If changes are made to the system following TRR without prior coordination with TSA, ISAT testing shall be postponed pending submission of documentation for review and evaluation by TSA and its Acceptance Test Contractor (see paragraph 2.5.7)

2.5.3. Logistical Support Needs: The **AIRPORT SPONSOR** shall identify any logistical or support needs that will impact TRR and ISAT testing, to include:

- any process needed to obtain sufficient baggage tags should the system use IATA baggage tracking mechanisms, pier tags should the system use pier tags, or blank bag tags if the system does not use IATA baggage tracking mechanisms;
- any process needed to obtain sufficient baggage tubs/totes (typically 20 per installed EDS)
- any process needed to obtain airport badges/access for TSA Acceptance Test Contractor personnel; and/or personnel escorts
- availability of BHSC and BHS Programmer to operate BHS during ISAT and provide support

- for ISAT Testing and diagnostic activities
- availability of baggage handling support for testing activities; and
- availability of support for delivery and secure storage of TSA Acceptance Contractor test bags for ISAT (100 bags per EDS.)

2.5.4. ISAT Testing: The TSA Acceptance Test Contractor will meet with the Airport at least 30 days prior to testing to coordinate the conduct of ISAT testing. The TSA Acceptance Test Lead and the **AIRPORT SPONSOR** will finalize details relating to the scheduling and duration of the testing. (Generally allow one day of travel for ISAT Testing Team in and out; .one day for Site Mobilization; one day per EDS Spur Line; one day per System Level Test (Dieback, Sortation and Throughput; one day for demobilization and cleanup). It is recommended to schedule one to two additional days for unforeseen testing delays or contingences.

2.5.5. Test Results and Reports

In the event of a Defects Found or Failed result during TRR or ISAT testing, the **AIRPORT SPONSOR** shall report corrective actions to be applied and the timeline associated with said corrections. Corrective actions shall address all defects identified in the TRR/TRN (pre-ISAT) or QLR (ISAT). TSA is not obligated to accept or operate a baggage screening system that does not meet the minimum test standards.

2.5.6. Operational Run-In

The Run-In period will extend for a minimum of 30 days from the start of substantial operations with cutover of substantial input and output lines. This period of time shall be discussed and agreed to by all parties during the SSTP development process, and reconfirmed at the completion of the ISAT. Substantial Operations shall normally be defined as when the CBIS is processing 80% or greater of its normal (not peak) operational daily load of “checked bags or luggage”. This period shall also be dependent on resolution of deficiencies found during testing and Run-In. Once a week during the Run-In period, the **AIRPORT SPONSOR** or their authorized representatives shall forward electronic versions of all CBIS Reports required by PGDS to the TSA RMD and Acceptance Test Contractor. After receipt, review and analysis of at least 21 days of performance data, TSA and their Acceptance Test Contractor will deploy to the site to physically verify closure of open deficiencies, and observe system operation against the data reported. During this time, measurements of belt speeds for security tracking zone conveyors will be performed. These Run-In period measurements will be recorded and reported together with similar measurements made during mobilization for ISAT testing. Based on the data analysis and physical observations, a recommendation will be made to TSA via a Test Summary Report (TSR) to end the Run-In period, extend the Run-In period, and/or change the operational status of the CBIS.

2.5.7. Post Commissioning Activities:

The TSA Site Lead Contractor will conduct 30-day operational run-in observations of the system following successful ISAT testing.

The **AIRPORT SPONSOR** shall provide the TSA COR a written response outlining corrective actions that will be taken due to outstanding deficiencies, issues, and action items identified in the Quick Look Report (QLR) and Test Summary Report within two (20 weeks of receipt of the QLR or TSR.

For the continued and secure operation of the CBIS, all changes to the BHS system that impact the CBIS operation after its initial commissioning must be reviewed, evaluated, and endorsed by TSA before they are implemented by the **AIRPORT SPONSOR**. The Post-ISAT changes procedure must be provided in accordance with PGDS. The procedure is to be followed for all changes to CBIS systems other than those required for normal routine and periodic maintenance/repairs to the BHS system. The **AIRPORT SPONSOR** responsible for the BHS system shall assemble an information package for submittal to TSA COR which includes the following minimum information.

- Written description of all proposed physical and programming changes to the BHS and CBIS system(s)
- Reason for proposed change(s)
- Anticipated impact to system operation (e.g. increased throughput, lowered tracking losses, elimination of bag jams)
- Drawings showing affected areas
- Any potential security, tracking or efficiency impacts, including impacts on TSA manpower or operations
- Testing procedures
- Proposed date of changes

A sample Configuration Change Request Form is attached. This package shall be delivered to the local TSA FSD who shall review the package. The local TSA FSD shall add any comments he/she may have and forward the form to the following email address: OSTCBD@tsa.dhs.gov or the following mailing address:

Transportation Security Administration
Office of Security Technology, TSA-16
TSIF Building
1 West Post Office Road
Washington, DC 20598-6032

The TSA will review and analyze the efficacy and impact of these changes to determine if it may be necessary for TSA to re-certify the CBIS system(s). Once the review has been completed, TSA shall notify the local TSA FSD and the **AIRPORT SPONSOR** with the TSA recommendation and testing requirements for the system changes.

OFFICE OF SECURITY TECHNOLOGY
ELECTRONIC BAGGAGE SCREENING PROGRAM
CHECKED BAGGAGE INSPECTION SYSTEMS

<i>The TSA requires that any changes made to the CBIS post-ISAT must be approved by the TSA prior to implementation. Submit form to baseteam@dhs.gov</i>										
Airport Code:										
Airport Name:										
Airport Address:										
Requested by:	Name:						Company:			
	Phone:						Email:			
Date of Request:										
This change will affect: CBRA: <input type="checkbox"/> CBIS: <input type="checkbox"/> Pre-CBIS: <input checked="" type="checkbox"/> Post CBIS: <input type="checkbox"/>										
Description of Change:										
Reason for Change:										
Expected Results:										
Schedule:										
Estimated										



Transportation
Security
Administration

OFFICE OF SECURITY TECHNOLOGY
ELECTRONIC BAGGAGE SCREENING PROGRAM
CHECKED BAGGAGE INSPECTION SYSTEMS

Cost:			
TSA Review			
Reviewer Comment			Initials
On reason for change:			
On expected results:			
On CBIS/CBRA Operations:			
On schedule:			
On cost:			
Other:			
Reviewer Signatures: Date: Recommendation:			
		Approve <input type="checkbox"/>	Decline <input type="checkbox"/>
		Approve <input type="checkbox"/>	Decline <input type="checkbox"/>
		Approve <input type="checkbox"/>	Decline <input type="checkbox"/>
		Approve <input type="checkbox"/>	Decline <input type="checkbox"/>
		Approve <input type="checkbox"/>	Decline <input type="checkbox"/>
		Approve <input type="checkbox"/>	Decline <input type="checkbox"/>
Final Action Taken: Approved <input type="checkbox"/> Declined <input type="checkbox"/> Date: By:			

APPENDIX B
Construction Milestone Schedule

Construction Services Milestones	[Dates to be included]
Project Validated / Notice to Proceed (NTP)	
Construction OTA Awarded	
Facility Modification NTP (if applicable)	
Facility Modification Progress Meetings (reoccurring)	
Facility Modification Substantially Complete (if applicable)	
Site Assessment and Survey Report Submitted	
Site Installation Plan (SIP) Submitted	
SIP Approved	
EDS Delivered and Placed	
Site Acceptance Test (SAT) Passed	
Integrated Site Acceptance Test (ISAT) Test Readiness Review Complete (if applicable)	
ISAT Passed (if applicable)	
EDS Installation/Networking Start	
EDS Installation/Networking Finish	
EDS Decommissioned (if applicable)	
EDS Removal Start (if applicable)	
EDS Removal Finish (if applicable)	
Live Bag Screening (LBS) Start	
Record Dwgs / CAD As-Built Submitted	
TSA Final Sign-off of Project	
Final Invoice Submitted	
Project Completion Notification Submitted	
Project Finish / Contract Closeout	

APPENDIX C

SCHEDULE OF CONSTRUCTION DELIVERABLES

The following deliverables are required to be submitted by the **AIRPORT SPONSOR**:

Item	Submitted To	Frequency or Due Date
EDS Delivery Schedule	TSA COR	NLT 30 Days after Construction Contract Award
Schedule of Values (Design, Construction, Baggage Handling Contracts)	TSA COR; TSA Contracting Officer	Within 30 days after execution of the TSA Agreement or upon issuing Notice to Proceed to Contractor. To be updated on a monthly basis and submitted with the monthly report.
Copies of the Design and related Construction Contracts and Change Orders	TSA COR; TSA Contracting Officer	Upon contract award. Change Orders affecting the Project require advance TSA approval.
Monthly Milestone and Project Status Report	TSA COR; TSA Contracting Officer; TSA Site Lead Contractor; OSTCBD@tsa.dhs.gov	By the 10 th of each month. Electronic submission is requested if feasible.
Quarterly Project Financial Statement	TSA COR; TSA Contracting Officer; FinanceConfirm@tsa.dhs.gov	Quarterly upon execution of the OTA.
Small and Disadvantaged Business Report	TSA CO	Annually on September 30 th and at project completion
Financial Reporting Template (Appendix D)	TSA COR, OSTCBD@tsa.dhs.gov and TSA Contracting Officer	Monthly
CONSTRUCTION PHASE		
Mechanical and Electrical Shop Drawings	TSA COR TSA Site Lead Contractor	Upon completion by the AIRPORT SPONSOR
Close Out Process		
Close Out Process – Correction of testing deficiencies	Close Out Report submitted to TSA COR and TSA Site Lead Contractor	AIRPORT SPONSOR responses within (2) weeks of receipt of QLR and TSR to address noted CBIS
Final Copy of PLC program and software disaster recovery procedure in electronic format.	TSA COR	No later than 30 days after commissioning of system(s)
As Built Drawings in electronic format, .dwg (AutoCAD) or comparable format to include final description of operations;	TSA COR	No later than 30 days after 30-day operational run-in period

mechanical layouts, including belt speeds in CAD and PDF file format.		
Overview of drawings of the Matrix/Node, Resolution Room, OSR Room as applicable. dwg (AutoCAD) or comparable format	TSA COR	30 days after 30-day operational run-in period
Final Invoice	TSA COR; TSA CO	No later than 90 days after final sign-off of system by TSA Deployment Manager, following successful operational run-in period and start of live bag screening
POST COMMISSIONING CHANGES		
CBIS Changes after Commissioning	OSTCBD@tsa.dhs.gov	See Post Commissioning Requirements, PGDS version 4.1

The Monthly Milestone and Project Report are to be submitted by the 10th of each month. A draft Monthly report template will be submitted via separate correspondence. The Monthly Milestone and Project Report shall address the following:

- a. Actual start and/or finish dates for updated/completed activities.
- b. Remaining duration, required to complete each activity started, or scheduled to start, but not completed
- c. The Project's progress to include Project Percent Completion; cost incurred and invoiced to date; a forecast the Project completion date and final costs; as well as monthly schedule and budget variances throughout the Project.
- d. Percentage for completed and partially completed activities.
- e. Any CO approved changes including but not limited to new activities, deleted activities, activity duration changes, and change in logic relationships between activities.
- f. Status date for the schedule update.
- g. A statement that identifies and describes any current or anticipated delays that includes the following information: identification of the delayed activity by description and activity code; type of delay; cause of the delay; effect of the delay on other activities, milestones, and completion dates; identification of actions needed to avoid or mitigate the delay.
- h. Summary of cost incurred and invoiced to date.
- i. Description of lessons learned
- j. Construction Schedule in both PDF and "live"/usable format to depict the critical path, baseline and actual date information; predecessors/successors and shall be broken down to a minimum of three (3) WBS levels where applicable.

The construction schedule will be used for all planned TSA activities (delivery of equipment, scheduling of testing, etc.).

The Small and Disadvantaged Business Report shall be submitted annually on September 30th as well as upon project completion, and shall identify the TSA funding provided to small and disadvantaged businesses as part of the project work.

APPENDIX D
OTHER TRANSACTION FINANCIAL REPORTING TEMPLATE

Name of ENTITY: _____

OTA Number: _____

Government Fiscal Year: _____

Quarter being reported:

☐ December ☐ March
☐ June ☐ September

1. Total Amount of OTA	
2. Total Expenses Incurred	
a. Payments received from TSA	
b. Amount Invoiced but not Received	
c. Amounts Incurred but not Invoiced	
3. Remaining Balance of OTA	

Invoices Submitted But Not Yet Paid

Invoice Number	Date Submitted	Amount
Total (should agree with 2.b.)		

 Printed Name

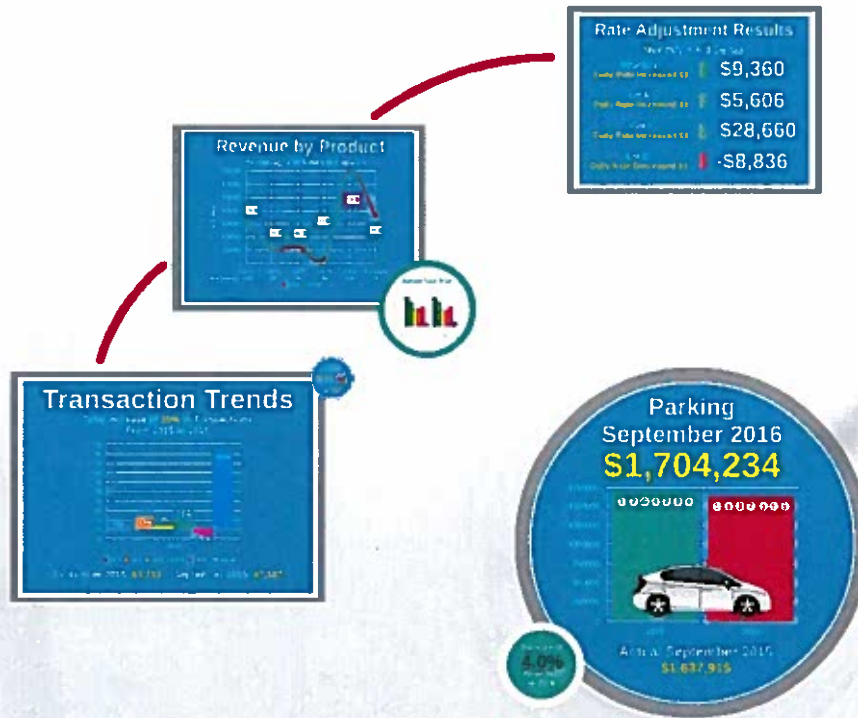
 Signature

 Title

 Date

 E-Mail Address

 Phone Number




Parking Statistics September 2016

Parking September 2016 **\$1,704,234**



Increase of
4.0%
From 2015
to 2016

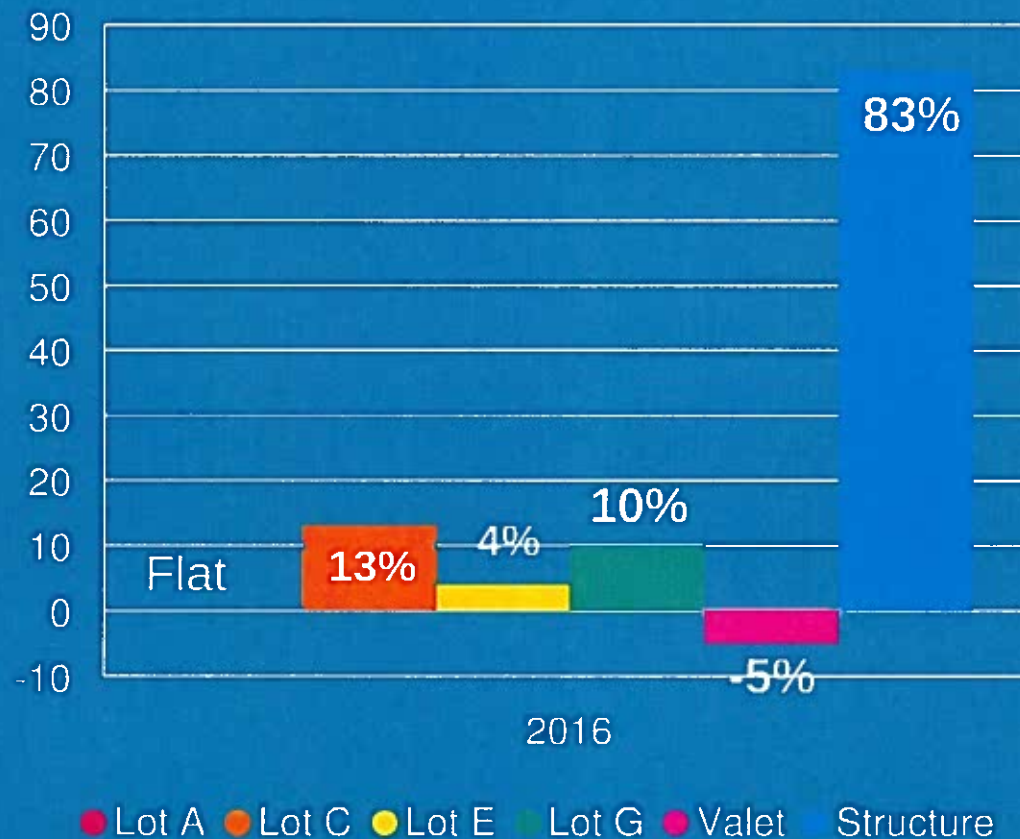
Actual September 2015
\$1,637,915

A large teal circle with a white border is centered on the page. The background features a blue upper right section and a grey lower left section, separated by a white curved line.

Increase of
4.0%
From 2015
to 2016

Transaction Trends

Total Increase of **35%** in Transactions
From 2015 to 2016



September 2016: **63,713** September 2015: **47,187**

\$3 Transactions in the Structure

2016: 25,374

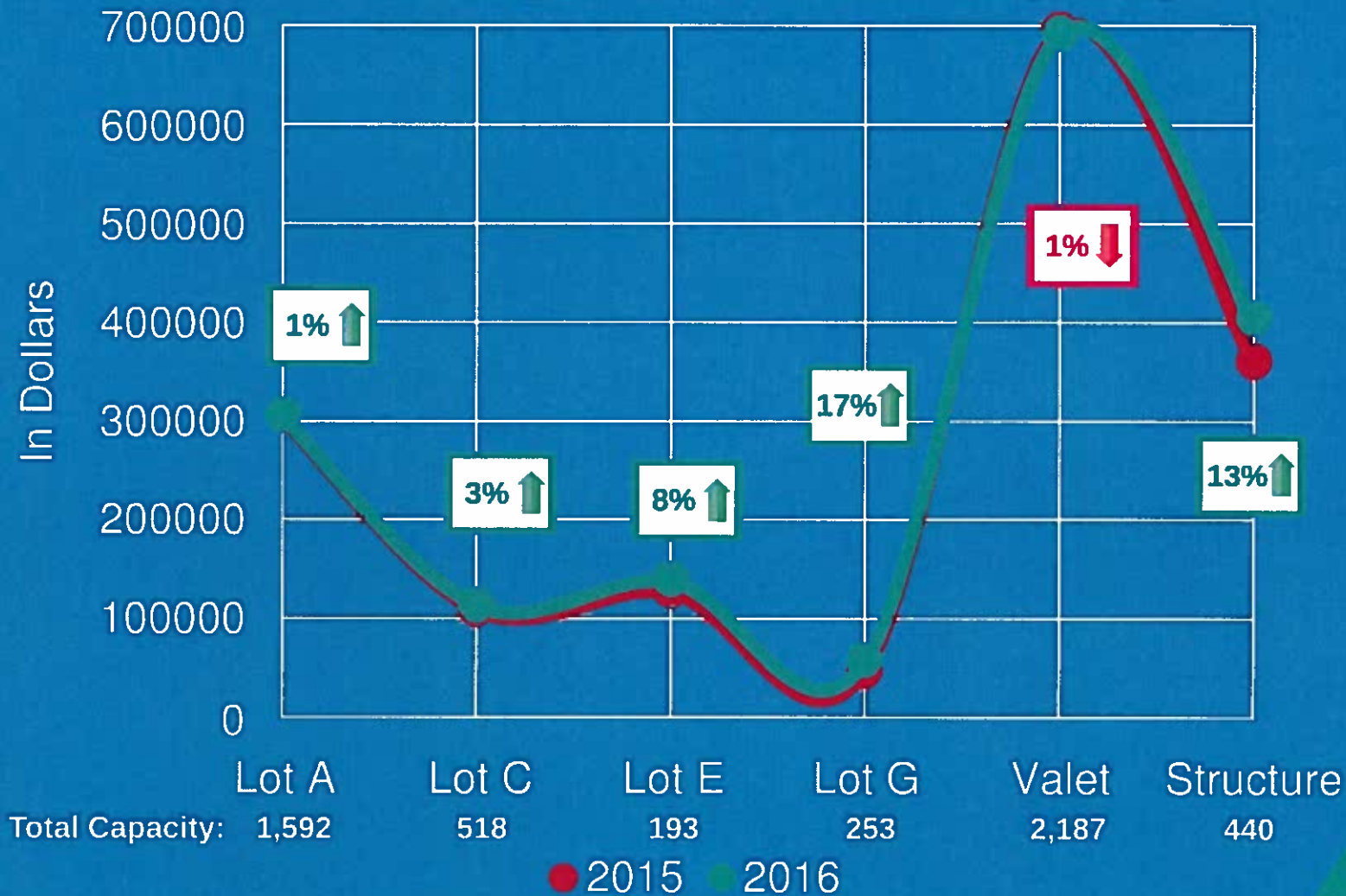
2015: 10,773



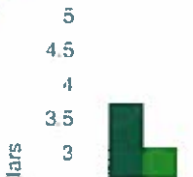
136% increase
in \$3 transactions

Revenue by Product

Percentages of Total Lot Capacity

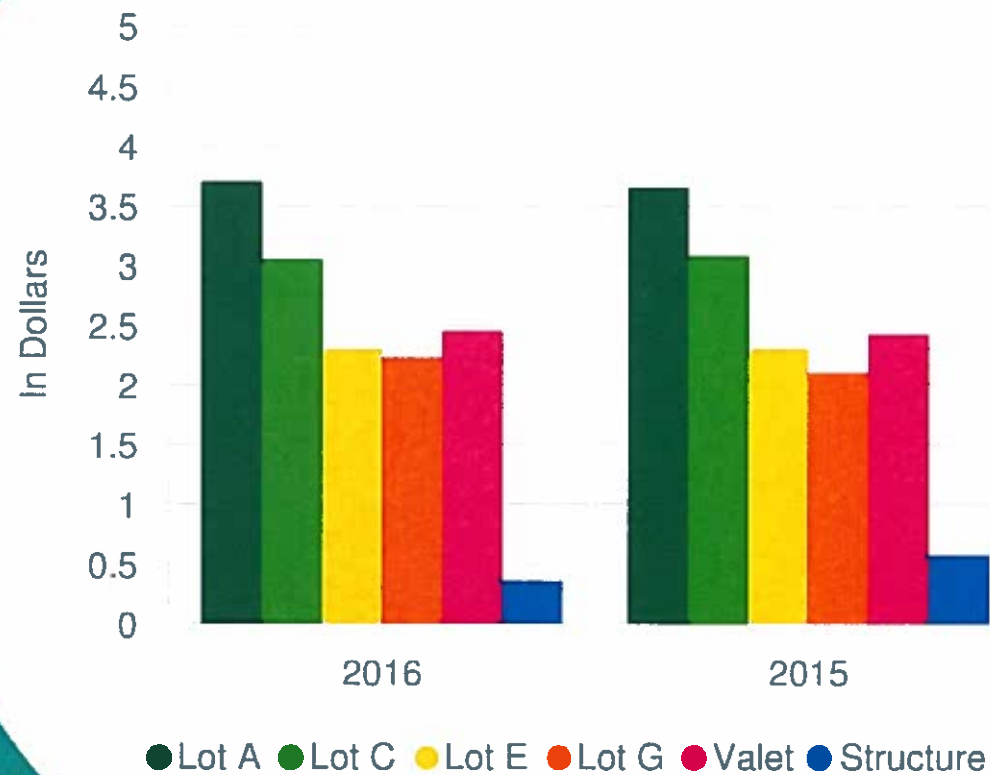


Avera



Structure
440

Average Ticket Price



Rate Adjustment Results

Monthly Yield Deltas

Structure:
Daily Rate Increased \$1  \$9,360

Lot E:
Daily Rate Increased \$1  \$5,606

Valet:
Daily Rate Increased \$1  \$28,660

Lot C:
Daily Rate Decreased \$1  -\$8,836