



NOVEMBER 12, 2020

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, November 16, 2020, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

Pursuant to Governor Newsom's Executive Order N-29-20, members of the Commission or staff may participate in this meeting via teleconference. In the interest of maintaining appropriate social distancing, members of the public may observe and participate in the meeting telephonically through the following number:

Dial In: (818) 862-3332

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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of Monday, November 16, 2020

9:00 A.M.

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



Members of the public are requested to observe the following decorum when attending or participating in meetings of the 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 Board Secretary.*
- *Confine remarks to agenda items or to airport-related non-agenda matters that are within the Commission's subject matter jurisdiction.*
- *Limit comments to five minutes or to such other period of time as may be specified by the presiding officer.*



The following activities are prohibited:

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



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 N. Hollywood Way, Burbank) in the administrative office during normal business hours.



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

AGENDA

Monday, November 16, 2020

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
5. CONSENT CALENDAR
 - a. Committee Minutes
(For Note and File)
 - 1) Operations and Development Committee
 - (i) October 5, 2020 ***[See page 1]***
 - 2) Finance and Administration Committee
 - (i) October 5, 2020 ***[See page 3]***
 - 3) Legal, Government and Environmental Affairs Committee
 - (i) September 21, 2020 ***[See page 5]***
 - b. Commission Minutes
(For Approval)
 - 1) October 19, 2020 ***[See page 7]***
 - c. Treasurer's Report
 - 1) July 2020 ***[See page 11]***
 - d. Third Amendment to Ground Lease – MV Transportation, Inc. ***[See page 33]***
 - e. Grant of Sidewalk Easement to City of Burbank ***[See page 38]***
6. ITEMS FOR COMMISSION APPROVAL
 - a. Replacement Passenger Terminal Program
Ricondo & Associates, Public Resources Advisory Group,
and Conway Consulting Contract Renewals ***[See page 40]***
 - b. Transit Systems Unltd., Inc., Contract ***[See page 42]***
 - c. Design Services – Replacement Airfield Lighting Vault ***[See page 44]***

- d. Short Term Parking Space Reservation Agreement
Silverco Enterprises

[See page 46]

7. ITEMS FOR COMMISSION DISCUSSION

- a. First Quarter FY 2021 Financial Update

[No staff report]

8. ITEMS FOR COMMISSION INFORMATION

- a. September 2020 Passenger and Cargo Ground Statistics

[See page 48]

- b. September 2020 Transportation Network Companies

[No staff report]

- c. September 2020 Parking Revenue Statistics

[No staff report]

9. COMMISSIONER COMMENTS

(Other updates and information items, if any)

10. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, November 16, 2020

[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 MINUTES. Approved minutes of the Operations and Development Committee meeting of October 5, 2020; approved minutes of the Finance and Administration Committee meeting of October 5, 2020; approved minutes of the Legal, Government and Environmental Affairs Committee meeting of September 21, 2020, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. Draft minutes of the October 19, 2020 Commission meeting are attached for the Commission's review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for July 2020 is included in the agenda packet. At its October 19, 2020, meeting, the Finance and Administration Committee voted unanimously (3-0) to recommend that the Commission note and file this report.
- d. THIRD AMENDMENT TO GROUND LEASE – MV TRANSPORTATION, INC. A staff report is included in the agenda packet. At its meeting on October 5, 2020, the Finance and Administration Committee voted unanimously (3-0) to recommend that the Commission approve a proposed Third Amendment to Ground Lease dated October 1, 2011, with MV Transportation, Inc. The proposed Amendment will revise the performance term of the Ground Lease to a month-to-month term.
- e. GRANT OF SIDEWALK EASEMENT TO CITY OF BURBANK. A staff report is included in the agenda packet. Staff seeks Commission approval to grant the City of Burbank ("City") a sidewalk easement that is being requested by the City as part of the Conditions of Approval with the developer of Avion Burbank.

6. ITEMS FOR COMMISSION APPROVAL

- a. REPLACEMENT PASSENGER TERMINAL PROGRAM – RICONDO & ASSOCIATES, PUBLIC RESOURCES ADVISORY GROUP, AND CONWAY CONSULTING CONTRACT RENEWALS. A staff report is included in the agenda packet. At its meeting on October 19, 2020, the Finance and Administration Committee voted unanimously (3-0) to recommend that the Commission approve one-year Professional Services Agreements with the following consultants to assist Staff with financial and technical support services related to compliance with current Authority's financial obligations and financial reprogramming of the Replacement Passenger Terminal project: (i) Financial Feasibility and Advisory Services: Ricondo & Associates and Public Resources Advisory Group; and (ii) Technical Support Services: Conway Consulting, Inc.

- b. TRANSIT SYSTEMS UNLTD., INC., CONTRACT. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to award a Professional Services Agreement to Transit Systems Unltd., Inc., for on-call parking shuttle bus service and emergency transport service.
- c. DESIGN SERVICES – REPLACEMENT AIRFIELD LIGHTING VAULT. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks a recommendation to the Commission to resume design services for the replacement Airfield Lighting Vault under the terms of an existing Professional Services Agreement (“Agreement”) with Lean Engineering (“Lean”). The Commission approved the award of the Agreement to Lean on February 13, 2020. Design had advanced to approximately 30% when, on March 30, 2020, due to the impacts of the COVID-19 pandemic and the uncertainty of available Airport Improvement Program federal funding or Passenger Facility Charge revenues, Staff issued Lean a notice to suspend activities.
- d. SHORT TERM PARKING SPACE RESERVATION AGREEMENT – SILVERCO ENTERPRISES. A staff report is included in the agenda packet. Staff seeks Commission approval to award a Short Term Parking Space Reservation Agreement to Silverco Enterprises, a current tenant at the Hollywood Burbank Airport, for 350 spaces in the currently closed Remote Parking Lot A located at the corner of Winona Street and Hollywood Way.

7. ITEMS FOR COMMISSION DISCUSSION

- a. FIRST QUARTER FY 2021 FINANCIAL UPDATE. No staff report attached. Staff will update the Commission with information regarding the First Quarter FY 2021 Financial results.

8. ITEMS FOR COMMISSION INFORMATION

- a. SEPTEMBER 2020 PASSENGER AND CARGO GROUND STATISTICS. A staff report is included in the agenda packet. The September passenger count of 123,417 was down 76% compared to last year's 518,033 passengers. Air carrier aircraft operations decreased 62%, while cargo volume in September was up 17%, at 9.7 million pounds.
- b. SEPTEMBER 2020 TRANSPORTATION NETWORK COMPANIES. No staff report attached. Staff will update the Commission on TNC activity for the month of September 2020.
- c. SEPTEMBER 2020 PARKING REVENUE STATISTICS. No staff report attached. Staff will present parking revenue data for the month of September 2020.

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

MONDAY, OCTOBER 5, 2020

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:30 a.m., by Commissioner Devine.

ROLL CALL

Present: Commissioners Devine (via teleconference),
Kennedy (via teleconference) and Brown.

Absent: None

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director;
Kimberley Polito, Director, Information and
Communications Technologies; Ray Hunting,
Manager, Airport Security

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

2. Public Comment There were no public comments.

3. Approval of Minutes

a. September 21, 2020 The minutes of the September 21, 2020 meeting were approved as submitted by Commissioner Devine (via teleconference). There being no objection, the minutes were approved (3-0).

4. Contracts and Leases

**a. Award of Contract -
Acquisition of Replacement
Storage Array**

Staff presented to the Committee a recommendation for Commission approval for the purchase and installation of two Tegile IntelliFlash T4200 Hybrid Storage Arrays, also known as Storage Area Networks ("SANs"), to replace two current SANs that will soon be reaching their end of life and will no longer be supported by the manufacturer.

The aggregate cost for the acquisition and installation of these SANs is \$123,015.42. Appropriations, in the amount of \$75,000, were included for this project in the adopted FY 2020/2021 budget. The shortfall of \$48,015.42 in appropriations, subject to budget performance in the fiscal year, is to be supported by the carryover of CARES Act funds from FY 2020.

Motion

Commissioner Kennedy (via teleconference) moved approval of Staff's recommendation, seconded by Commissioner Brown.

Motion Approved

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).

5. Items for Information

a. Committee Pending Items

Staff provided an update to the Committee on the negotiation status of the contract extension to the Professional Services Agreement with Universal Protection Service LP dba Allied Universal.

6. Adjournment

There being no further business, the meeting adjourned at 8:47 a.m.

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

MONDAY, OCTOBER 5, 2020

A regular meeting of the Finance and Administration Committee was called to order on this date in the Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California, at 10:00 a.m., by Commissioner Selvidge.

AB 23 Disclosure: The Senior Deputy 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 Selvidge (via teleconference),
Commissioner Adams and Najarian (via
teleconference)

Absent:

None

Also Present:

Staff: John Hatanaka, Senior Deputy Executive
Director; Kathy David, Deputy Executive Director,
Finance and Administration; Scott Kimball, Deputy
Executive Director, Operations, Properties and SMS

1. Approval of Agenda

Agenda was approved as presented.

Motion

Commissioner Adams moved approval of the
agenda, seconded by Commissioner Najarian.

Motion Approved

There being no objection the motion was
unanimously approved (3–0).

2. Public Comment

There were no public comments.

3. Approval of Minutes

a. September 21, 2020

Draft minutes for the September 21, 2020, regular
meeting of the Finance and Administration
Committee meeting was presented for approval.

Motion

Commissioner Najarian moved approval of the
minutes, seconded by Commissioner Adams.

Motion Approved

There being no objection a voice vote was taken to
accommodate those participating via teleconference.
The motion was unanimously approved (3–0).

4. Contracts and Leases

a. Third Amendment to Ground Lease – MV Transportation

Staff presented to the Commission a proposed Third Amendment to Ground Lease with MV Transportation, Inc., dated October 1, 2011. The Amendment, which expired on September 30, 2020, will revise the performance term of the Ground Lease to a month-to-month term.

Prior to expiration, MV Transportation and Staff had been in discussions on a revised term.

Motion

Commissioner Adams moved approval, seconded by Commissioner Najarian.

Motion Approved

There being no objection a voice vote was taken to accommodate those participating via teleconference. The motion was unanimously approved (3–0) to recommend to the Commission for approval.

5. Items for Information

a. Committee Pending Items

Staff informed the Committee of future pending items that will come to the Committee for review.

6. Other Contracts and Leases

There were no other contracts and leases.

7. Adjournment

There being no further business to discuss, the meeting was adjourned at 10:07 a.m.

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

MONDAY, SEPTEMBER 21, 2020

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 10:34 a.m., by Chairman Wiggins.

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

ROLL CALL

Present:

Commissioners Wiggins, Agajanian
(via teleconference) and Madison (via
teleconference)

Absent:

None

Also Present:

Staff: Frank Miller, Executive Director;
Patrick Lammerding, Deputy Executive Director,
Planning and Development

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

1. Approval of Agenda

The agenda was approved as presented.

2. Public Comment

There were no public speakers.

3. Approval of Minutes

a. August 17, 2020

Commissioner Wiggins moved approval of the minutes of the August 17, 2020 meeting, seconded by Commissioner Agajanian (via teleconference). There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (2-0, 1 abstention).

4. Contracts and Leases

**a. Professional Services Agreement -
Trifiletti Consulting, Inc.**

Staff presented a report seeking a recommendation to the Commission for approval of proposed Professional Services Agreement ("PSA") with Trifiletti Consulting Inc. ("Trifiletti") in a not-to-exceed amount of \$75,000 for continued support services with environmental, entitlement, land use,

sustainability, and government advisory services in support of the Memorandum of Understanding with the South Coast Air Quality Management District.

Appropriations for these support services to meet the Authority's obligations under the MOU are contained in the adopted FY 2021 budget.

Motion

Commissioner Agajanian moved the Committee recommendation, seconded by Commissioner Madison.

Motion Approved

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).

b. Citizen's Advisory Committee

Staff presented a report seeking a recommendation to the Commission for the establishment of a 12-member Citizen's Advisory Committee ("CAC") comprised of representatives from Burbank, Glendale, Pasadena, and Los Angeles. The proposed CAC would be tasked with gathering public input on airplane noise issues associated with the Bob Hope Airport ("BUR") and with assisting in the update of the Authority's Noise Exposure Map and Noise Compatibility Program.

The cost to facilitate the CAC has not been determined. Subject to the requirements for the proposed CAC, a future budget amendment may be required.

Motion

Commissioner Madison moved the item with the following comment that Staff comes back to the Committee with a proposed draft resolution for the recommendation clarifying the process for appointment of the CAC members and set ground rules for the selection. Commissioner Agajanian seconded the motion.

Motion Approved

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).

5. Items for Information

a. Committee Pending Items

Staff informed the Committee of future pending items that will come to the Committee for review.

6. Adjournment

There being no further business, the meeting adjourned at 10:57 a.m.

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

MONDAY, OCTOBER 19, 2020

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:00 a.m., by President Selvidge.

1. ROLL CALL

Present: Commissioners Selvidge (via teleconference); Devine (via teleconference); Brown, Wiggins, Adams, Agajanian (via teleconference), Najarian (via teleconference), Madison (via teleconference), and Kennedy (via teleconference)

Absent: None

Also Present: Staff: John Hatanaka, Senior Deputy Executive Director; Kimberley Parker-Polito, Director, Information and Communications Technologies; Ray Hunting, Manager Airport Security and Badging; Nerissa Sugars, Director, Marketing, Communications and Air Service; Tom Janowitz, Sr. Manager, Ground Access

2. PLEDGE OF ALLEGIANCE Commissioner Brown led the assembly in the recitation of the Pledge of Allegiance to the Flag.

3. APPROVAL OF AGENDA The agenda was approved as presented.

4. PUBLIC COMMENTS Laura Ioanou, Studio City Resident

NOTE: Commissioner Madison raised the issue of how public comments might be handled more effectively. Commissioner Selvidge agreed that the current methods could be improved and stated that he would work with staff on ways to reach that goal.

5. CONSENT CALENDAR

**a. Committee Minutes
(For Note and File)**

**1) Operations and
Development
Committee**

(i) September 21, 2020 Approved minutes of the Operations and Development Committee meeting for September 21, 2020, were included in the agenda packet for information purposes.

**2) Finance and
Administration
Committee**

(i) September 21, 2020 Approved minutes of the Finance and Administration Committee meeting for September 21, 2020, were included in the agenda packet for information purposes.

**b. Commission Minutes
(For Approval)**

1) October 5, 2020 Minutes of the October 5, 2020, Commission meeting were included in the agenda packet for review and approval.

MOTION Commissioner Wiggins moved approval of the Consent Calendar; seconded by Commissioner Adams.

MOTION APPROVED There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved unanimously (9-0).

AYES: Commissioners Selvidge (via teleconference) Devine (via teleconference); Brown, Wiggins, Adams, Agajanian (via teleconference), Najarian (via teleconference), Madison (via teleconference); Kennedy (via teleconference)

NOES: NONE

ABSENT: NONE

**6. ITEMS FOR COMMISSION
APPROVAL**

**a. Tegile IntelliFlash T4200
Hybrid Storage Array
Purchase and Installation
Services for Primary
Network**

At its meeting on October 5, 2020, the Operations and Development Committee voted unanimously (3-0) to recommend that the Commission approve the purchase and installation of two Tegile IntelliFlash T4200 Hybrid Storage Arrays, also known as Storage Area Networks (SANs), to replace the two current SANs that will be reaching their end of life and will no longer be supported by the manufacturer.

The aggregate cost for the acquisition and installation of these SANs is \$123,015.42. Appropriations, in the amount of \$75,000, were included for this project in the adopted FY 2020/2021 budget. The shortfall of \$48,015.42 in appropriations, subject to budget performance in the fiscal year, is to be supported by the carryover of CARES Act funds from FY 2020.

MOTION

Commissioner Devine moved approval; seconded by Commissioner Kennedy.

MOTION APPROVED

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (9-0).

AYES: Commissioners Selvidge (via teleconference); Devine (via teleconference); Brown, Wiggins, Adams, Agajanian, (via teleconference), Najarian (via teleconference), Madison (via teleconference) and Kennedy (via teleconference)

NOES: NONE

ABSENT: NONE

b. Allied Universal Contract Amendments

At the October 19, 2020, Operations and Development Committee meeting held immediately prior to the Commission meeting, the Committee voted unanimously (3-0) to recommend the Commission approve proposed amendments to contracts with Universal Protection Service LP, dba Allied Universal for services dealing with airport security/traffic control and consumer item inspection.

These services include enhanced airport security, traffic control, and consumer item inspection of all commercial merchandise and consumables.

MOTION

Commissioner Devine moved approval; seconded by Commissioner Wiggins.

MOTION APPROVED

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (9-0).

AYES: Commissioners Selvidge (via teleconference); Devine (via teleconference); Brown, Wiggins, Adams, Agajanian, (via teleconference), Najarian (via teleconference), Madison (via teleconference) and Kennedy (via teleconference)

NOES: NONE

ABSENT: NONE

7. ITEMS FOR COMMISSION INFORMATION

a. August 2020 Passenger and Cargo Ground Statistics

Staff presented an update on the August 2020 Passenger and Cargo Ground statistics.

Commissioner Selvidge requested that additional information on identifying the types of aircraft being utilized be included in future reports.

b. August 2020 Transportation Network Companies

Staff presented an update on the August 2020 Transportation Network Companies' activities

c. August 2020 Parking Revenue Statistics

Staff presented an update on the August 2020 Parking revenue.

8. COMMISSIONER COMMENTS (Other Updates and Information, If Any)

Commissioner Kennedy inquired on the ability of the Authority to facilitate the delivery of supplies in support of Armenia in regard to the conflict with Azerbaijan.

9. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:52 a.m.

Ross Selvidge, President

Date

Don Brown, Secretary

Date



November 16, 2020

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

Dear Commissioners:

The attached report, covering the month of July 2020, 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,

[To be signed]

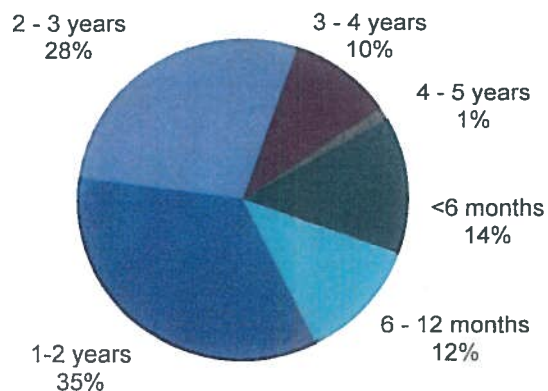
Vrej Agajanian
Treasurer

Attachments

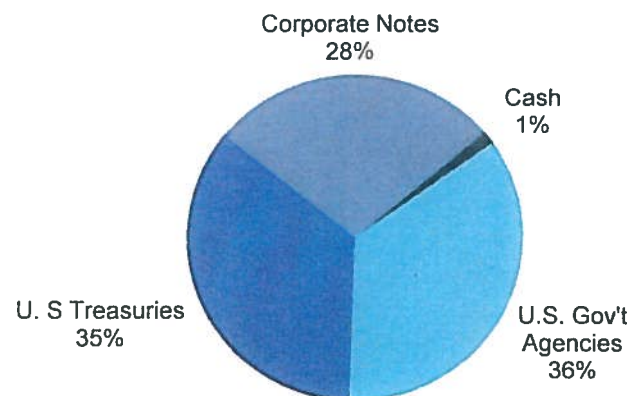
Operating Portfolio Investment Guidelines Conformance as of July 31, 2020

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	3.12 Years	70%	36%
Corporate Notes	5 Years	4.59 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%	1%
U.S. Gov Securities (Treasuries)	5 Years	3.33 Years	No Limit	35%

Maturity Distribution



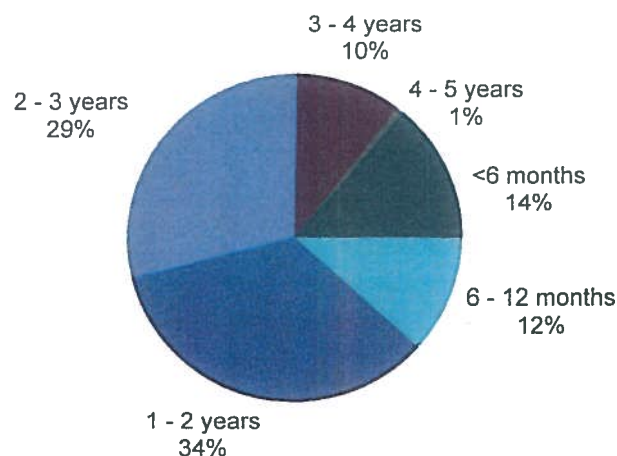
Sector Allocation



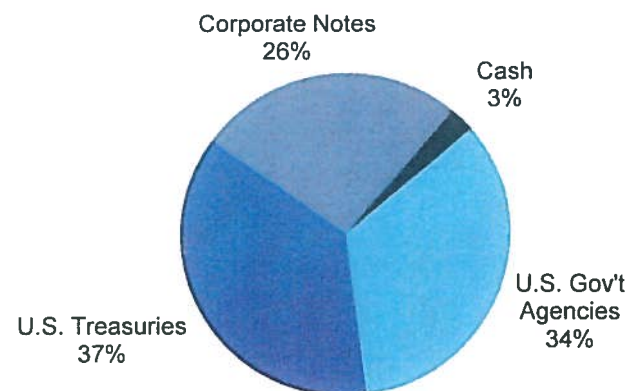
PFC Portfolio Investment Guidelines Conformance as of July 31, 2020

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	3.12 Years	70%	34%
Corporate Notes	5 Years	4.17 Years	30%	26%
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%	3%
U.S. Gov Securities (Treasuries)	5 Years	3.33 Years	No Limit	37%

Maturity Distribution



Sector Allocation



Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 07/31/20

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
07/31/20	Columbia Treasury Reserves	097101307	0.000	07/31/20	07/31/20	\$ 2,791,201	\$ 2,791,201	\$ 2,791,201	\$ -	0.00%	0	1.21%
01/16/19	Commonwealth Edison Company	202795HV5	4.000	08/01/20	08/01/20	680,000	688,833	680,000	(8,833)	0.00%	1	0.29%
05/04/17	State Street Corporation	857477AS2	2.550	08/18/20	08/18/20	1,200,000	1,223,507	1,201,087	(22,420)	0.73%	18	0.52%
03/22/18	FFCB	3133EHZK2	1.708	09/25/20	08/25/20	5,000,000	5,002,955	4,999,914	(3,041)	0.18%	25	2.16%
04/24/18	Wells Fargo & Company	949746RT0	3.240	03/04/21	09/04/20	1,300,000	1,330,534	1,309,098	(21,436)	0.43%	35	0.57%
04/28/16	American Express Credit Corp	0258M0DY2	3.169	09/14/20	09/14/20	1,000,000	1,007,630	1,000,278	(7,352)	1.14%	45	0.43%
06/13/18	FHLB	3130ACE26	1.375	09/28/20	09/28/20	3,250,000	3,160,134	3,256,106	95,972	0.16%	59	1.41%
04/24/18	US Bank NA	90331HNQ2	2.256	04/26/21	10/26/20	1,175,000	1,175,000	1,176,938	1,938	0.35%	87	0.51%
04/21/16	Travelers Cos Inc	89417EAG4	3.900	11/01/20	11/01/20	900,000	984,933	907,175	(77,758)	0.38%	93	0.39%
02/21/17	Ace InA Holdings Inc	00440EAT4	2.300	11/03/20	11/03/20	1,000,000	1,000,960	1,003,264	2,304	1.00%	95	0.43%
04/02/18	Coca-Cola Company (The)	191216AR1	3.150	11/15/20	11/15/20	1,300,000	1,315,548	1,310,478	(5,070)	0.33%	107	0.57%
11/01/17	Treasury Note	912828PC8	2.625	11/15/20	11/15/20	8,000,000	8,211,250	8,056,875	(154,375)	0.20%	107	3.49%
06/25/18	Chevron Corp	166764AY6	2.419	11/17/20	11/17/20	1,050,000	1,039,037	1,054,547	15,510	0.94%	109	0.46%
01/12/18	FHLMC Reference Bond	3137EAEK1	1.875	11/17/20	11/17/20	4,000,000	3,968,800	4,020,595	51,795	0.12%	109	1.74%
03/06/18	Exxon Mobil Corp	30231GAV4	2.222	03/01/21	03/01/21	1,050,000	1,035,930	1,060,229	24,299	0.56%	213	0.46%
11/10/17	Praxair Inc	74005PAY0	4.050	03/15/21	03/15/21	404,000	429,143	413,218	(15,925)	0.37%	227	0.18%
01/25/18	Bank of New York Mellon Corp	06406FAA1	2.500	04/15/21	04/15/21	1,225,000	1,216,443	1,241,932	25,489	0.53%	258	0.54%
12/05/16	PNC Bank NA	6935REW4	2.150	04/29/21	04/29/21	1,450,000	1,436,649	1,467,865	31,216	0.49%	272	0.63%
06/13/18	FNMA	3135G0K69	1.250	05/06/21	05/06/21	3,000,000	2,883,300	3,025,496	142,196	0.14%	279	1.31%
12/21/18	General Dynamics Corporation	369550BE7	3.000	05/11/21	05/11/21	1,300,000	1,305,578	1,327,284	21,706	0.30%	284	0.57%
03/01/18	Fifth Third Bank	31677QBG3	2.250	06/14/21	06/14/21	1,000,000	977,850	1,015,149	37,299	0.50%	318	0.44%
06/20/18	WalMart Inc	931142EJ8	3.125	06/23/21	06/23/21	1,300,000	1,299,935	1,333,070	33,135	0.28%	327	0.58%
05/31/18	Treasury Note	912828WR7	2.125	06/30/21	06/30/21	12,500,000	12,338,867	12,725,098	386,231	0.16%	334	5.50%
10/05/17	Florida Power Corporation	341099CP2	3.100	08/15/21	08/15/21	705,000	728,709	719,953	(8,756)	1.04%	380	0.31%
05/31/19	FNMA Benchmark Note	3135G0N82	1.250	08/17/21	08/17/21	300,000	295,398	303,482	8,084	0.14%	382	0.13%
08/07/18	3M Company	88579YAU5	1.625	09/19/21	09/19/21	1,000,000	960,330	1,014,424	54,094	0.35%	415	0.44%
08/31/18	Treasury Note	912828T34	1.125	09/30/21	09/30/21	2,300,000	2,200,367	2,326,324	125,957	0.14%	426	1.01%
12/23/16	Federal Home Loan Banks	3130AABG2	1.875	11/29/21	11/29/21	15,000,000	14,742,129	15,343,300	601,171	0.15%	486	6.64%
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	12/15/21	1,500,000	1,498,845	1,540,565	41,720	0.23%	502	0.67%
04/15/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	3,800,000	3,812,172	3,899,812	87,640	0.16%	523	1.69%
06/23/17	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	8,125,000	8,173,493	8,382,168	208,675	0.19%	531	3.63%
06/26/19	Target Corporation	87612EAZ9	2.900	01/15/22	01/15/22	1,300,000	1,329,214	1,350,546	21,332	0.22%	533	0.58%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	1,500,000	1,521,795	1,569,348	47,553	0.25%	549	0.68%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	2,450,000	2,386,645	2,500,053	113,408	0.14%	549	1.08%
08/06/18	PacifiCorp	695114CP1	2.950	02/01/22	02/01/22	1,000,000	991,823	1,032,722	40,899	0.75%	550	0.45%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	1,225,000	1,199,000	1,262,851	63,851	0.35%	561	0.55%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	1,300,000	1,309,135	1,341,197	32,062	0.48%	564	0.58%
09/28/17	FHLB	313378CR0	2.250	03/11/22	03/11/22	4,000,000	4,059,140	4,126,968	67,828	0.27%	588	1.79%
04/09/19	Medtronic Inc	585055BR6	3.150	03/15/22	03/15/22	1,250,000	1,267,863	1,306,810	38,947	0.34%	592	0.57%
04/17/17	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	1,250,000	1,263,379	1,295,738	32,359	0.54%	609	0.56%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 07/31/20

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
05/18/17	Federal National Mortgage Association	3135G0T45	1.875	04/05/22	04/05/22	8,300,000	8,166,654	8,538,361	371,707	0.16%	613	3.69%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	9,475,000	9,301,015	9,763,321	462,306	0.13%	638	4.22%
05/06/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	1,250,000	1,241,250	1,292,695	51,445	0.37%	649	0.56%
01/15/19	Oracle Corporation	68389XBB0	2.500	05/15/22	05/15/22	1,265,000	1,243,561	1,308,333	64,772	0.57%	653	0.57%
10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	1,200,000	1,214,701	1,249,931	35,230	0.35%	670	0.54%
09/25/17	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	1,250,000	1,243,941	1,297,807	53,866	0.32%	675	0.56%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	1,200,000	1,210,416	1,260,515	50,099	0.30%	684	0.55%
08/01/17	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	9,850,000	9,706,887	10,217,836	510,949	0.13%	730	4.42%
11/01/19	Procter & Gamble Company	742718EU9	2.150	08/11/22	08/11/22	1,275,000	1,290,912	1,326,005	35,093	0.17%	741	0.57%
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	09/01/22	1,200,000	1,211,382	1,259,188	47,806	0.66%	762	0.54%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	1,250,000	1,200,988	1,297,569	96,581	0.33%	769	0.56%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	1,500,000	1,448,385	1,560,561	112,176	0.49%	776	0.68%
09/25/17	National Rural Utilities Coop	63743HEQ1	2.300	09/15/22	09/15/22	1,000,000	995,980	1,037,835	41,855	0.51%	776	0.45%
10/03/17	Treasury Note	912828W9	1.875	09/30/22	09/30/22	9,125,000	9,098,667	9,470,039	371,372	0.13%	791	4.10%
09/12/19	FNMA	3135G0T78	2.000	10/05/22	10/05/22	4,500,000	4,543,965	4,676,082	132,117	0.20%	796	2.02%
07/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	1,675,000	1,655,367	1,787,181	131,814	0.54%	894	0.77%
09/26/19	Federal National Mortgage Association	3135G0T94	2.375	01/19/23	01/19/23	4,800,000	4,919,052	5,058,318	139,266	0.19%	902	2.19%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	1,825,000	1,843,112	1,947,140	104,028	0.49%	908	0.84%
10/31/19	Treasury Note	9128283U2	2.375	01/31/23	01/31/23	4,200,000	4,309,594	4,435,266	125,672	0.13%	914	1.92%
02/14/19	IBM Corp	44932HAH6	3.000	02/06/23	02/06/23	1,225,000	1,222,811	1,304,183	81,372	0.41%	920	0.56%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	1,365,000	1,371,071	1,438,926	67,855	0.60%	929	0.62%
10/02/19	Pepsico Inc	713448CG1	2.750	03/01/23	03/01/23	1,300,000	1,344,486	1,380,104	35,618	0.35%	943	0.60%
12/03/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	6,850,000	7,104,980	7,342,879	237,899	0.13%	1003	3.18%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	1,125,000	1,125,878	1,179,282	53,404	0.63%	1018	0.51%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	1,250,000	1,234,086	1,307,469	73,383	1.10%	1035	0.57%
05/05/20	Federal Home Loan Mortgage Corp	3137EAEN5	2.750	06/19/23	06/19/23	6,250,000	6,718,056	6,705,886	(12,170)	0.21%	1053	2.90%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	5,050,000	5,296,103	5,461,845	165,742	0.24%	1138	2.36%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	6,775,000	7,065,870	7,361,461	295,591	0.13%	1156	3.18%
03/16/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	3,200,000	3,479,090	3,490,500	11,410	0.14%	1217	1.51%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	1,750,000	1,806,514	1,930,491	123,977	0.65%	1271	0.84%
06/22/20	Comcast Corporation	2003NCR0	3.700	04/15/24	04/15/24	1,200,000	1,327,367	1,335,403	8,036	0.62%	1354	0.58%
06/23/20	Prudential Financial Inc	74432QBZ7	3.500	05/15/24	05/15/24	1,195,000	1,324,242	1,331,431	7,189	0.46%	1384	0.58%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	1,250,000	1,275,020	1,339,165	64,145	0.51%	1476	0.58%
06/25/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	650,000	685,574	690,205	4,631	0.61%	1598	0.30%
05/12/20	Intel Corp	458140BP4	3.400	03/25/25	03/25/25	1,000,000	1,106,179	1,124,475	18,296	0.68%	1698	0.49%
05/05/20	Florida Power & Light Company	341081FZ5	2.850	04/01/25	04/01/25	1,000,000	1,086,929	1,101,978	15,049	0.63%	1705	0.48%
	Subtotal					\$212,455,201	\$213,983,539	\$220,302,824	\$ 6,319,285	0.25%	632	95.30%
	Local Agency Investment Fund (LAIF)					10,822,614	10,822,614	10,875,783	53,169	0.92%	177	4.70%
	Subtotal					\$223,277,815	\$224,806,153	\$231,178,607	\$ 6,372,454	0.29%	610	100.00%

Burbank-Glendale-Pasadena Airport Authority - Operating Account Statement of Investments As of 07/31/20												
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
	Operating Bank Balance						3,314,676					
		TOTAL					\$228,120,829					

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
							\$ -	
							-	
							-	
							-	
							-	
							-	
							-	
							-	
							-	
TOTAL PURCHASES					\$ -		\$ -	\$ -

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

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
03/08/16	Public Service Company of Colorado	744448CD1	3.200	11/15/20	07/10/20	\$ 1,080,000.00	100.00000	\$ 1,080,000.00	\$ 1,135,784.20	\$ (55,784.20)
06/24/19	Manufacturers & Traders Trust Co	55279HAN0	2.050	08/17/20	07/17/20	1,000,000.00	100.00000	1,000,000.00	998,870.00	1,130.00
								-		-
								-		-
TOTAL SALES						\$ 2,080,000.00		\$ 2,080,000.00	\$ 2,134,654.20	\$ (54,654.20)

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
07/01/20-07/31/20

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									
Manufacturers & Traders Trust Co	NOTE	2.050	08/17/20	7,630.56	8,541.67	-	911.11	-	911.11
Public Service Company of Colorado	NOTE	3.200	11/15/20	4,416.00	5,280.00	-	864.00	-	864.00
Commonwealth Edison Company	NOTE	4.000	08/01/20	11,333.33	-	13,600.00	2,266.67	(479.20)	1,787.47
State Street Corporation	NOTE	2.550	08/18/20	11,305.00	-	13,855.00	2,550.00	(583.09)	1,966.91
American Express Credit Corp	NOTE	3.169	09/14/20	643.82	-	1,817.85	1,174.03	(165.75)	1,008.28
FFCB	NOTE	1.708	09/25/20	153.75	768.75	-	166.86	(99.89)	681.97
FHLB	NOTE	1.375	09/28/20	11,544.27	-	15,268.23	3,723.96	3,304.07	7,028.03
Travelers Cos Inc	NOTE	3.900	11/01/20	5,850.00	-	8,775.00	2,925.00	(1,581.68)	1,343.32
Ace InA Holdings Inc	NOTE	2.300	11/03/20	3,705.56	-	5,622.22	1,916.66	(22.12)	1,894.54
Coca-Cola Company (The)	NOTE	3.150	11/15/20	5,232.50	-	8,645.00	3,412.50	(495.70)	2,916.80
Treasury Note	NOTE	2.625	11/15/20	26,820.65	-	44,510.87	17,690.22	(5,899.78)	11,790.44
Chevron Corp	NOTE	2.419	11/17/20	3,104.38	-	5,221.01	2,116.63	405.09	2,521.72
FHLMC Reference Bond	NOTE	1.875	11/17/20	9,166.67	-	15,416.67	6,250.00	916.75	7,166.75
Exxon Mobil Corp	NOTE	2.222	03/01/21	7,777.00	-	9,721.25	1,944.25	448.49	2,392.74
Wells Fargo & Company	NOTE	3.240	03/04/21	1,628.74	-	3,498.77	1,870.03	(1,065.58)	804.45
Praxair Inc	NOTE	4.050	03/15/21	4,817.70	-	6,181.20	1,363.50	(625.71)	737.79
Bank of New York Mellon Corp	NOTE	2.500	04/15/21	6,465.28	-	9,017.36	2,552.08	269.72	2,821.80
US Bank NA	NOTE	2.256	04/26/21	2,824.93	3,894.98	-	110.55	-	1,180.60
PNC Bank NA	NOTE	2.150	04/29/21	5,369.02	-	7,966.94	2,597.92	220.40	2,818.32
FNMA	NOTE	1.250	05/06/21	5,729.17	-	8,854.17	3,125.00	3,359.89	6,484.89
General Dynamics Corporation	NOTE	3.000	05/11/21	5,416.67	-	8,666.67	3,250.00	(332.50)	2,917.50
Fifth Third Bank	NOTE	2.250	06/14/21	1,062.50	-	2,937.50	1,875.00	578.33	2,453.33
WalMart Inc	NOTE	3.125	06/23/21	902.78	-	4,288.19	3,385.41	1.81	3,387.22
Treasury Note	NOTE	2.125	06/30/21	721.81	-	23,097.83	22,376.02	4,440.11	26,816.13
Florida Power Corporation	NOTE	3.100	08/15/21	8,256.34	-	10,077.58	1,821.24	(1,503.98)	317.26
FNMA Benchmark Note	NOTE	1.250	08/17/21	1,395.83	-	1,708.33	312.50	173.88	486.38
3M Company	NOTE	1.625	09/19/21	4,604.17	-	5,958.33	1,354.16	1,091.83	2,445.99
Treasury Note	NOTE	1.125	09/30/21	6,504.10	-	8,695.70	2,191.60	2,806.68	4,998.28
Federal Home Loan Banks	NOTE	1.875	11/29/21	25,000.01	-	48,437.51	23,437.50	5,398.48	28,835.98
Pfizer Inc	NOTE	2.200	12/15/21	1,466.67	-	4,216.67	2,750.00	19.66	2,769.66
FNMA Benchmark Note	NOTE	2.000	01/05/22	37,155.55	38,000.00	-	5,488.89	(415.71)	5,917.63
FHLMC	NOTE	2.375	01/13/22	90,122.76	96,484.38	-	9,963.06	(418.14)	15,906.54
Target Corporation	NOTE	2.900	01/15/22	17,383.88	18,850.00	-	1,675.56	(1,010.95)	2,130.73
Berkshire Hathaway Finance Corp	NOTE	3.400	01/31/22	21,391.67	25,500.00	-	141.67	(526.02)	3,723.98
Treasury Note	NOTE	1.500	01/31/22	15,346.15	18,375.00	-	99.86	1,216.68	4,345.39
PacifiCorp	NOTE	2.950	02/01/22	12,291.67	-	14,750.00	2,458.33	211.03	2,669.36
Microsoft Corporation	NOTE	2.375	02/12/22	11,233.41	-	13,657.90	2,424.49	689.33	3,113.82
Walt Disney Co	NOTE	2.550	02/15/22	12,523.33	-	15,285.83	2,762.50	(185.71)	2,576.79

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
07/01/20-07/31/20

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
FHLB	NOTE	2.250	03/11/22	27,500.00	-	-	35,000.00	7,500.00	(1,107.38)	6,392.62
Medtronic Inc	NOTE	3.150	03/15/22	11,593.75	-	-	14,875.00	3,281.25	(508.42)	2,772.83
BB&T Corp	NOTE	2.750	04/01/22	8,593.75	-	-	11,458.34	2,864.59	(307.90)	2,556.69
Federal National Mortgage Association	NOTE	1.875	04/05/22	37,177.08	-	-	50,145.83	12,968.75	3,245.57	16,214.32
Treasury Note	NOTE	1.875	04/30/22	29,931.22	-	-	44,896.83	14,965.61	4,595.06	19,560.67
Apple Inc	NOTE	2.300	05/11/22	3,993.06	-	-	6,388.89	2,395.83	249.29	2,645.12
Oracle Corporation	NOTE	2.500	05/15/22	4,040.97	-	-	6,676.39	2,635.42	552.22	3,187.64
Home Depot Inc	NOTE	2.625	06/01/22	2,625.01	-	-	5,250.00	2,624.99	(330.39)	2,294.60
Caterpillar Financial Services	NOTE	2.400	06/06/22	2,083.34	-	-	4,583.34	2,500.00	167.31	2,667.31
Cisco Systems Inc	NOTE	3.000	06/15/22	1,600.00	-	-	4,600.00	3,000.00	(261.49)	2,738.51
Treasury Note	NOTE	2.000	07/31/22	82,263.73	98,500.00	-	535.32	16,771.59	3,463.52	20,235.11
Procter & Gamble Company	NOTE	2.150	08/11/22	10,660.42	-	-	12,944.79	2,284.37	(479.28)	1,805.09
Burlington Northern Santa Fe LLC	NOTE	3.050	09/01/22	12,200.00	-	-	15,250.00	3,050.00	(347.91)	2,702.09
John Deere Capital Corp	NOTE	2.150	09/08/22	8,435.76	-	-	10,675.35	2,239.59	1,116.46	3,356.05
Merck & Co Inc	NOTE	2.400	09/15/22	10,600.00	-	-	13,600.00	3,000.00	1,127.79	4,127.79
National Rural Utilities Coop	NOTE	2.300	09/15/22	6,772.22	-	-	8,688.89	1,916.67	68.53	1,985.20
Treasury Note	NOTE	1.875	09/30/22	43,007.17	-	-	57,498.72	14,491.55	464.12	14,955.67
FNMA	NOTE	2.000	10/05/22	21,500.00	-	-	29,000.00	7,500.00	(1,196.86)	6,303.14
Bank of America Corp	NOTE	3.300	01/11/23	26,102.08	27,637.50	-	3,070.83	4,606.25	368.91	4,975.16
Federal National Mortgage Association	NOTE	2.375	01/19/23	51,300.00	57,000.00	-	3,800.00	9,500.00	(3,063.13)	6,436.87
JP Morgan Chase & CO	NOTE	3.200	01/25/23	25,306.67	29,200.00	-	973.33	4,866.66	(393.59)	4,473.07
Treasury Note	NOTE	2.375	01/31/23	41,653.85	49,875.00	-	271.06	8,492.21	(2,862.18)	5,630.03
IBM Corp	NOTE	3.000	02/06/23	14,802.08	-	-	17,864.58	3,062.50	24.10	3,086.60
Unitedhealth Group Inc	NOTE	2.750	02/15/23	14,180.84	-	-	17,308.96	3,128.12	(205.07)	2,923.05
Pepsico Inc	NOTE	2.750	03/01/23	11,916.67	-	-	14,895.83	2,979.16	(1,087.67)	1,891.49
Treasury Note	NOTE	2.750	04/30/23	31,737.09	-	-	47,605.64	15,868.55	(6,471.79)	9,396.76
Public Service Electric And Gas	NOTE	2.375	05/15/23	3,414.06	-	-	5,640.63	2,226.57	(19.87)	2,206.70
Simon Property Group LP	NOTE	2.750	06/01/23	2,864.59	-	-	5,729.16	2,864.57	311.50	3,176.07
Federal Home Loan Mortgage Corp	NOTE	2.750	06/19/23	5,729.17	-	-	20,052.08	14,322.91	(12,503.73)	1,819.18
FNMA	NOTE	2.875	09/12/23	43,959.54	-	-	56,058.51	12,098.97	(5,735.95)	6,363.02
Treasury Note	NOTE	2.875	09/30/23	48,961.40	-	-	65,459.27	16,497.87	(6,212.30)	10,285.57
Treasury Note	NOTE	2.875	11/30/23	7,792.35	-	-	15,584.70	7,792.35	(6,506.84)	1,285.51
Citibank NA	NOTE	3.650	01/23/24	28,034.03	31,937.50	-	1,419.45	5,322.92	(1,105.11)	4,217.81
Comcast Corporation	NOTE	3.700	04/15/24	9,373.33	-	-	13,073.33	3,700.00	(2,849.40)	850.60
Prudential Financial Inc	NOTE	3.500	05/15/24	5,344.31	-	-	8,829.73	3,485.42	(2,770.81)	714.61
Honeywell International Inc	NOTE	2.300	08/15/24	10,861.11	-	-	13,256.95	2,395.84	(452.34)	1,943.50
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	592.22	-	-	1,702.64	1,110.42	(677.17)	433.25
Intel Corp	NOTE	3.400	03/25/25	9,066.67	-	-	11,900.00	2,833.33	(1,850.90)	982.43
Florida Power & Light Company	NOTE	2.850	04/01/25	7,441.67	-	-	9,816.67	2,375.00	(547.11)	1,827.89

Burbank-Glendale-Pasadena Airport Authority - Operating Account										
Earnings Report										
07/01/20-07/31/20										
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	
	Subtotal		\$ 1,133,308.84	\$ 509,844.78	\$ -	\$ 1,023,777.07	\$ 400,313.01	\$ (33,959.49)	\$ 366,353.52	
CASH EQUIVALENTS										
Cash Interest (MISC)			-	173.06	-	-	173.06	-	173.06	
	Subtotal		\$ -	\$ 173.06	\$ -	\$ -	\$ 173.06	\$ -	\$ 173.06	
LAIF										
Local Agency Investment Fund			42,243.82	42,243.82	-	8,440.06	8,440.06	-	8,440.06	
	TOTAL		\$ 1,175,552.66	\$ 552,261.66	\$ -	\$ 1,032,217.13	\$ 408,926.13	\$ (33,959.49)	\$ 374,966.64	

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 07/31/20

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
07/31/20	Columbia Treasury Reserves	097101307	0.000	07/31/20	07/31/20	\$ 1,251,929	\$ 1,251,929	\$ 1,251,929	\$ -	0.00%	0	2.52%
01/16/19	Commonwealth Edison Company	202795HV5	4.000	08/01/20	08/01/20	235,000	238,217	235,000	(3,217)	0.00%	1	0.47%
05/04/17	State Street Corporation	524144AS2	2.550	08/18/20	08/18/20	300,000	303,576	300,272	(3,304)	0.73%	18	0.60%
03/22/18	FFCB	3133EHZK2	2.315	09/25/20	08/25/20	350,000	350,207	349,994	(213)	0.18%	25	0.70%
04/24/18	Wells Fargo & Company	949746RT0	4.076	03/04/21	09/04/20	350,000	357,655	352,450	(5,205)	0.43%	35	0.71%
09/29/17	FHLB	3130ACE26	1.375	09/28/20	09/28/20	1,000,000	991,915	1,001,879	9,964	0.16%	59	2.01%
04/21/16	Travelers Cos Inc	89417EAG4	3.900	11/01/20	11/01/20	200,000	210,963	201,594	(9,369)	0.38%	93	0.41%
02/21/17	Ace InA Holdings Inc	00440EAT4	2.300	11/03/20	11/03/20	250,000	249,320	250,816	1,496	1.00%	95	0.50%
04/02/18	Coca-Cola (The)	191216AR1	3.150	11/15/20	11/15/20	200,000	202,392	201,612	(780)	0.33%	107	0.41%
10/27/17	Treasury Note	912828PC8	2.625	11/15/20	11/15/20	1,525,000	1,564,256	1,535,842	(28,414)	0.20%	107	3.09%
06/25/18	Chevron Corp	166764AE0	2.419	11/17/20	11/17/20	250,000	248,295	251,083	2,788	0.94%	109	0.50%
03/01/18	FHLMC Reference Bond	3137EAEK1	1.875	11/17/20	11/17/20	1,350,000	1,330,451	1,356,951	26,500	0.12%	109	2.73%
03/06/18	Exxon Mobil Corp	30231GAV4	2.222	03/01/21	03/01/21	250,000	247,308	252,435	5,127	0.56%	213	0.51%
11/10/17	Praxair	74005PAY0	4.050	03/15/21	03/15/21	131,000	136,341	133,989	(2,352)	0.37%	227	0.27%
01/25/18	Bank of New York Mellon Corp	06406FAA1	2.500	04/15/21	04/15/21	300,000	299,256	304,147	4,891	0.53%	258	0.61%
01/24/18	Treasury Note	912828Q78	1.375	04/30/21	04/30/21	1,200,000	1,163,789	1,211,109	47,320	0.14%	273	2.43%
05/31/18	FNMA	3135G0K69	1.250	05/06/21	05/06/21	925,000	891,013	932,861	41,848	0.14%	279	1.87%
05/08/18	General Dynamics Corporation	369550BE7	3.000	05/11/21	05/11/21	300,000	300,494	306,296	5,802	0.30%	284	0.62%
06/20/18	WalMart Inc	931142EJ8	3.125	06/23/21	06/23/21	300,000	301,350	307,632	6,282	0.28%	327	0.62%
03/01/18	Fifth Third Bank	316770BG3	2.250	06/14/21	06/14/21	200,000	195,570	203,030	7,460	0.50%	318	0.41%
12/23/16	Treasury Note	912828WR7	2.125	06/30/21	06/30/21	1,500,000	1,488,668	1,527,012	38,344	0.16%	334	3.07%
10/02/17	Florida Power Corporation	341099CP2	3.100	08/15/21	08/15/21	250,000	256,744	255,303	(1,441)	1.04%	380	0.51%
05/31/19	FNMA Benchmark Note	3135G0N82	1.250	08/17/21	08/17/21	130,000	128,006	131,509	3,503	0.14%	382	0.26%
08/07/18	3M Company	88579YAU5	1.625	09/19/21	09/19/21	275,000	266,930	278,967	12,037	0.35%	415	0.56%
07/05/18	Treasury Note	912828T34	1.125	09/30/21	09/30/21	1,590,000	1,517,091	1,608,198	91,107	0.14%	426	3.23%
12/23/16	Federal Home Loan Banks	3130AABG2	1.875	11/29/21	11/29/21	1,525,000	1,497,278	1,559,902	62,624	0.15%	486	3.14%
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	12/15/21	360,000	359,305	369,736	10,431	0.23%	502	0.74%
03/27/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	1,150,000	1,152,401	1,180,206	27,805	0.16%	523	2.37%
09/25/18	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	1,775,000	1,757,610	1,831,181	73,571	0.19%	531	3.68%
06/26/19	Target Corporation	87612EAZ9	2.900	01/15/22	01/15/22	300,000	306,848	311,664	4,816	0.22%	533	0.63%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	360,000	366,983	376,644	9,661	0.25%	549	0.76%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	1,450,000	1,400,944	1,479,623	78,679	0.14%	549	2.97%
08/06/18	PacifiCorp	695114CP1	2.950	02/01/22	02/01/22	250,000	249,340	258,180	8,840	0.75%	550	0.52%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	300,000	295,021	309,270	14,249	0.35%	561	0.62%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	300,000	300,881	309,507	8,626	0.48%	564	0.62%
07/09/19	FHLB	313378CR0	2.250	03/11/22	03/11/22	1,175,000	1,190,245	1,212,297	22,052	0.27%	588	2.44%
04/16/19	Medtronic Inc	585055BR6	3.150	03/15/22	03/15/22	300,000	304,905	313,634	8,729	0.34%	592	0.63%
05/31/19	US Bancorp	91159HHC7	3.000	03/15/22	03/15/22	290,000	294,840	301,956	7,116	0.45%	592	0.61%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 07/31/20

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
01/11/19	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	300,000	298,290	310,977	12,687	0.54%	609	0.62%
03/01/18	Federal National Mortgage Assoc	3135G0T45	1.875	04/05/22	04/05/22	1,050,000	1,033,101	1,080,154	47,053	0.16%	613	2.17%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	1,550,000	1,530,471	1,597,166	66,695	0.13%	638	3.21%
05/31/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	300,000	300,762	310,247	9,485	0.37%	649	0.62%
01/15/19	Oracle Corporation	68389XBB0	2.500	05/15/22	05/15/22	300,000	296,412	310,277	13,865	0.57%	653	0.62%
10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	300,000	303,523	312,483	8,960	0.35%	670	0.63%
11/08/18	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	300,000	292,337	311,474	19,137	0.32%	675	0.63%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	300,000	303,772	315,129	11,357	0.30%	684	0.63%
12/31/18	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	1,425,000	1,405,583	1,478,215	72,632	0.13%	730	2.97%
11/01/19	Procter & Gamble Company	742718EU9	2.150	08/11/22	08/11/22	300,000	303,998	312,001	8,003	0.17%	741	0.63%
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	09/01/22	275,000	277,996	288,564	10,568	0.66%	762	0.58%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	300,000	290,735	311,417	20,682	0.33%	769	0.63%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	350,000	343,117	364,131	21,014	0.49%	776	0.73%
01/11/19	Treasury Note	9128282W9	1.875	09/30/22	09/30/22	1,225,000	1,201,813	1,271,320	69,507	0.13%	791	2.56%
09/12/19	FNMA	3135G0T78	2.000	10/05/22	10/05/22	1,000,000	1,009,770	1,039,129	29,359	0.20%	796	2.09%
04/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	400,000	399,124	426,789	27,665	0.54%	894	0.86%
09/26/19	Federal National Mortgage Assoc	3135G0T94	2.375	01/19/23	01/19/23	1,750,000	1,791,413	1,844,179	52,766	0.19%	902	3.71%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	425,000	430,662	453,444	22,782	0.49%	908	0.91%
08/22/19	Treasury Note	9128283U2	2.375	01/31/23	01/31/23	1,675,000	1,718,542	1,768,826	50,284	0.13%	914	3.55%
02/14/19	IBM Corp	44932HAH6	3.000	02/06/23	02/06/23	325,000	326,680	346,008	19,328	0.41%	920	0.70%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	325,000	326,091	342,601	16,510	0.60%	929	0.69%
10/02/19	Pepsico Inc.	713448CG1	2.750	03/01/23	03/01/23	300,000	310,179	318,486	8,307	0.35%	943	0.64%
11/19/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	1,900,000	1,969,049	2,036,711	67,662	0.13%	1003	4.09%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	275,000	275,975	288,269	12,294	0.63%	1018	0.58%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	300,000	298,332	313,793	15,461	1.10%	1035	0.63%
02/19/20	FHLMC	3137EAEN5	2.750	06/19/23	06/19/23	1,875,000	1,984,695	2,011,766	27,071	0.21%	1053	4.04%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	1,400,000	1,464,188	1,514,175	49,987	0.24%	1138	3.04%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	1,875,000	1,959,889	2,037,305	77,416	0.13%	1156	4.09%
02/19/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	800,000	856,140	872,625	16,485	0.14%	1217	1.75%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	300,000	307,316	330,941	23,625	0.65%	1271	0.67%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	300,000	305,382	321,400	16,018	0.51%	1476	0.65%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	325,000	345,448	361,481	16,033	0.62%	1552	0.73%
	Subtotal					\$ 47,972,929	\$ 48,229,122	\$ 49,757,193	\$ 1,528,071	0.24%	631	100.00%
PFC Bank Balance							31,399					
	TOTAL						\$ 48,260,521					

Burbank-Glendale-Pasadena Airport Authority - PFC Account										
Statement of Purchases - Maturities - Sales										
As of 07/31/20										
PURCHASES										
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest		
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Burbank-Glendale-Pasadena Airport Authority - PFC Account Earnings Report 07/01/20-07/31/20											
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											
Manufacturers & Traders Trust Co	NOTE	2.050	08/17/20	1,907.64	2,135.42	-	-	227.78	-	227.78	
Public Service Company of Colorado	NOTE	3.200	11/15/20	879.10	1,051.11	-	-	172.01	-	172.01	
Commonwealth Edison Company	NOTE	4.000	08/01/20	3,916.67	-	-	4,700.00	783.33	(210.63)	572.70	
State Street Corporation	NOTE	2.550	08/18/20	2,826.25	-	-	3,463.75	637.50	(115.38)	522.12	
FFCB	NOTE	2.315	09/25/20	10.76	53.81	-	11.68	54.73	(6.99)	47.74	
FHLB	NOTE	1.375	09/28/20	3,552.08	-	-	4,697.92	1,145.84	224.80	1,370.64	
Travelers Cos Inc	NOTE	3.900	11/01/20	1,300.00	-	-	1,950.00	650.00	(246.60)	403.40	
Ace InA Holdings Inc	NOTE	2.300	11/03/20	926.39	-	-	1,405.55	479.16	26.73	505.89	
Coca-Cola (The)	NOTE	3.150	11/15/20	805.00	-	-	1,330.00	525.00	(76.26)	448.74	
Treasury Note	NOTE	2.625	11/15/20	5,112.69	-	-	8,484.89	3,372.20	(1,094.45)	2,277.75	
Chevron Corp	NOTE	2.419	11/17/20	739.13	-	-	1,243.10	503.97	34.74	538.71	
FHLMC Reference Bond	NOTE	1.875	11/17/20	3,093.75	-	-	5,203.13	2,109.38	601.51	2,710.89	
Exxon Mobil Corp	NOTE	2.222	03/01/21	1,851.66	-	-	2,314.59	462.93	78.62	541.55	
Wells Fargo & Company	NOTE	4.076	03/04/21	438.51	-	-	941.98	503.47	(300.76)	202.71	
Praxair	NOTE	4.050	03/15/21	1,562.18	-	-	2,004.30	442.12	(105.43)	336.69	
Bank of New York Mellon Corp	NOTE	2.500	04/15/21	1,583.33	-	-	2,208.34	625.01	3.32	628.33	
Treasury Note	NOTE	1.375	04/30/21	2,779.90	-	-	4,169.84	1,389.94	1,003.46	2,393.40	
FNMA	NOTE	1.250	05/06/21	1,766.49	-	-	2,730.03	963.54	978.45	1,941.99	
General Dynamics Corporation	NOTE	3.000	05/11/21	1,250.00	-	-	2,000.00	750.00	(37.99)	712.01	
Fifth Third Bank	NOTE	2.250	06/14/21	212.50	-	-	587.50	375.00	115.67	490.67	
WalMart Inc	NOTE	3.125	06/23/21	208.33	-	-	989.60	781.27	(65.71)	715.56	
Treasury Note	NOTE	2.125	06/30/21	86.62	-	-	2,771.74	2,685.12	325.73	3,010.85	
Florida Power Corporation	NOTE	3.100	08/15/21	2,927.79	-	-	3,573.61	645.82	(212.83)	432.99	
FNMA Benchmark Note	NOTE	1.250	08/17/21	604.86	-	-	740.28	135.42	75.34	210.76	
3M Company	NOTE	1.625	09/19/21	1,266.15	-	-	1,638.54	372.39	235.72	608.11	
Treasury Note	NOTE	1.125	09/30/21	4,496.31	-	-	6,011.38	1,515.07	1,995.85	3,510.92	
Federal Home Loan Banks	NOTE	1.875	11/29/21	2,541.66	-	-	4,924.47	2,382.81	591.23	2,974.04	
Pfizer Inc	NOTE	2.200	12/15/21	352.00	-	-	1,012.01	660.01	(35.03)	624.98	
FNMA Benchmark Note	NOTE	2.000	01/05/22	11,244.44	11,500.00	-	1,661.12	1,916.68	(85.78)	1,830.90	
FHLMC	NOTE	2.375	01/13/22	19,688.36	21,078.13	-	2,176.55	3,566.32	461.17	4,027.49	
Target Corporation	NOTE	2.900	01/15/22	4,011.67	4,350.00	-	386.66	724.99	(233.89)	491.10	
Berkshire Hathaway Finance Corp	NOTE	3.400	01/31/22	5,134.01	6,120.00	-	34.00	1,019.99	(212.03)	807.96	
Treasury Note	NOTE	1.500	01/31/22	9,082.41	10,875.00	-	59.11	1,851.70	1,069.77	2,921.47	
PacifiCorp	NOTE	2.950	02/01/22	3,072.91	-	-	3,687.50	614.59	7.93	622.52	
Microsoft Corporation	NOTE	2.375	02/12/22	2,751.04	-	-	3,344.80	593.76	123.76	717.52	
Walt Disney Co	NOTE	2.550	02/15/22	2,890.01	-	-	3,527.51	637.50	(24.43)	613.07	
FHLB	NOTE	2.250	03/11/22	8,078.13	-	-	10,281.25	2,203.12	(506.57)	1,696.55	

Burbank-Glendale-Pasadena Airport Authority - PFC Account Earnings Report 07/01/20-07/31/20											
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	
Medtronic Inc	NOTE	3.150	03/15/22	2,782.50	-	-	3,570.00	787.50	(150.03)	637.47	
US Bancorp	NOTE	3.000	03/15/22	2,561.67	-	-	3,286.67	725.00	(157.58)	567.42	
BB&T Corp	NOTE	2.750	04/01/22	2,062.51	-	-	2,750.00	687.49	34.59	722.08	
Federal National Mortgage Assoc	NOTE	1.875	04/05/22	4,703.12	-	-	6,343.74	1,640.62	349.69	1,990.31	
Treasury Note	NOTE	1.875	04/30/22	4,896.40	-	-	7,344.60	2,448.20	507.55	2,955.75	
Apple Inc	NOTE	2.300	05/11/22	958.33	-	-	1,533.34	575.01	(25.16)	549.85	
Oracle Corporation	NOTE	2.500	05/15/22	958.33	-	-	1,583.34	625.01	86.21	711.22	
Home Depot Inc	NOTE	2.625	06/01/22	656.27	-	-	1,312.50	656.23	(84.33)	571.90	
Caterpillar Financial Services	NOTE	2.400	06/06/22	499.99	-	-	1,099.99	600.00	175.91	775.91	
Cisco Systems Inc	NOTE	3.000	06/15/22	400.00	-	-	1,150.00	750.00	(107.47)	642.53	
Treasury Note	NOTE	2.000	07/31/22	11,901.10	14,250.00	-	77.45	2,426.35	461.96	2,888.31	
Procter & Gamble Company	NOTE	2.150	08/11/22	2,508.33	-	-	3,045.84	537.51	(125.06)	412.45	
Burlington Northern Santa Fe LLC	NOTE	3.050	09/01/22	2,795.83	-	-	3,494.80	698.97	(90.11)	608.86	
John Deere Capital Corp	NOTE	2.150	09/08/22	2,024.60	-	-	2,562.09	537.49	209.46	746.95	
Merck & Co Inc	NOTE	2.400	09/15/22	2,473.34	-	-	3,173.34	700.00	129.24	829.24	
Treasury Note	NOTE	1.875	09/30/22	5,773.57	-	-	7,719.01	1,945.44	529.98	2,475.42	
FNMA	NOTE	2.000	10/05/22	4,777.78	-	-	6,444.44	1,666.66	(265.97)	1,400.69	
Bank of America Corp	NOTE	3.300	01/11/23	6,233.33	6,600.00	-	733.33	1,100.00	(7.07)	1,092.93	
Federal National Mortgage Assoc	NOTE	2.375	01/19/23	18,703.13	20,781.25	-	1,385.42	3,463.54	(1,066.93)	2,396.61	
JP Morgan Chase & CO	NOTE	3.200	01/25/23	5,893.34	6,800.00	-	226.66	1,133.32	(130.81)	1,002.51	
Treasury Note	NOTE	2.375	01/31/23	16,611.94	19,890.63	-	108.10	3,386.79	(1,131.55)	2,255.24	
IBM Corp	NOTE	3.000	02/06/23	3,927.08	-	-	4,739.58	812.50	(51.25)	761.25	
Unitedhealth Group Inc	NOTE	2.750	02/15/23	3,376.39	-	-	4,121.18	744.79	(34.49)	710.30	
Pepsico Inc.	NOTE	2.750	03/01/23	2,750.00	-	-	3,437.50	687.50	(249.16)	438.34	
Treasury Note	NOTE	2.750	04/30/23	8,802.99	-	-	13,204.48	4,401.49	(1,746.44)	2,655.05	
Public Service Electric And Gas	NOTE	2.375	05/15/23	834.55	-	-	1,378.82	544.27	(24.10)	520.17	
Simon Property Group LP	NOTE	2.750	06/01/23	687.50	-	-	1,374.99	687.49	24.91	712.40	
FHLMC	NOTE	2.750	06/19/23	1,718.75	-	-	6,015.63	4,296.88	(2,796.52)	1,500.36	
FNMA	NOTE	2.875	09/12/23	12,186.81	-	-	15,540.97	3,354.16	(1,469.98)	1,884.18	
Treasury Note	NOTE	2.875	09/30/23	13,550.21	-	-	18,116.04	4,565.83	(1,818.50)	2,747.33	
Treasury Note	NOTE	2.875	11/30/23	1,948.08	-	-	3,896.18	1,948.10	(1,277.00)	671.10	
Citibank NA	NOTE	3.650	01/23/24	4,805.83	5,475.00	-	243.33	912.50	(128.90)	783.60	
Honeywell International Inc	NOTE	2.300	08/15/24	2,606.66	-	-	3,181.67	575.01	(96.99)	478.02	
PNC Funding Corp	NOTE	3.300	10/30/24	1,817.29	-	-	2,711.04	893.75	(368.23)	525.52	
	Subtotal			\$ 274,138.28	\$ 130,960.35	\$ -	\$ 233,172.80	\$ 89,994.87	\$ (6,511.09)	\$ 83,483.78	
CASH EQUIVALENTS											
Cash Interest				-	70.45	-	-	70.45	-	70.45	

Burbank-Glendale-Pasadena Airport Authority - PFC Account Earnings Report 07/01/20-07/31/20										
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
	Subtotal			\$ -	\$ 70.45	\$ -	\$ -	\$ 70.45	\$ -	\$ 70.45
	TOTAL			\$ 274,138.28	\$ 131,030.80	\$ -	\$ 233,172.80	\$ 90,065.32	\$ (6,511.09)	\$ 83,554.23

Burbank-Glendale-Pasadena Airport Authority

SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND ONE MONTH ENDED JULY 31, 2020 & 2019

Monthly Performance					July 2020	Fiscal YTD Performance (July 2020)					
A	B	C	D	E		F	G	H	I	J	
Actual \$ July 2020	Budget July 2020	Actual \$ Prior Year July 2019	Note	Variance Actual Vs. Budget		Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Actual Vs. Budget	
OPERATING ACTIVITY											
CASH RECEIPTS FROM OPERATIONS											
1	\$225,545	\$137,395	\$423,881	(2)	\$88,150	Landing/Fuel Fees	\$225,545	\$137,395	\$423,881	(2)	\$88,150
2	530,277	206,148	2,063,715	(3)	324,129	Parking Fees	530,277	206,148	2,063,715	(3)	324,129
3	739,432	608,300	1,221,648	(4)	131,132	Rental Receipts - Terminal Building	739,432	608,300	1,221,648	(4)	131,132
4	1,186,937	1,094,730	1,125,266	(5)	92,207	Rental Receipts - Other Buildings	1,186,937	1,094,730	1,125,266	(5)	92,207
5	59,871	41,429	427,113	(6)	18,442	Ground Transportation	59,871	41,429	427,113	(6)	18,442
6	102,135	5,417	(29,434)	(7)	96,718	Other Receipts	102,135	5,417	(29,434)	(7)	96,718
7	497,607	270,833	566,266	(8)	226,774	Investment Receipts - Treasurer/Other Interest Earned	497,607	270,833	566,266	(8)	226,774
8	\$3,341,804	\$2,364,252	\$5,798,455	(1)	\$977,552		\$3,341,804	\$2,364,252	\$5,798,455	(1)	\$977,552
CASH DISBURSEMENTS FROM OPERATIONS											
9	(\$101,021)	(\$102,942)	(\$63,969)	(10)	\$1,921	Administrative Supplies & Costs	(\$101,021)	(\$102,942)	(\$63,969)	(10)	\$1,921
10	(298,519)	(305,799)	(404,915)	(11)	7,280	Operating Supplies & Maintenance	(298,519)	(305,799)	(404,915)	(11)	7,280
11	(1,964,351)	(1,985,977)	(2,476,905)	(12)	21,626	Contractual Operating Costs	(1,964,351)	(1,985,977)	(2,476,905)	(12)	21,626
12	(1,814,562)	(1,818,525)	(1,646,213)	(13)	3,963	Contractual Professional Services	(1,814,562)	(1,818,525)	(1,646,213)	(13)	3,963
13	(666,628)	(670,000)	(686,133)	(14)	3,372	Wages & Benefits	(666,628)	(670,000)	(686,133)	(14)	3,372
14	(14,365)	(31,679)	(99,480)	(15)	17,314	Other Operating Costs	(14,365)	(31,679)	(99,480)	(15)	17,314
15	(380,354)	(380,354)	(380,688)		0	Bond Debt Service – 2015 Bonds	(380,354)	(380,354)	(380,688)		0
16	(81,437)	(79,000)	(609,910)	(16)	(2,437)	Parking Tax	(81,437)	(79,000)	(609,910)	(16)	(2,437)
17	(\$5,321,237)	(\$5,374,276)	(\$6,368,213)	(9)	\$53,039		(\$5,321,237)	(\$5,374,276)	(\$6,368,213)	(9)	\$53,039
INCREASE (DECREASE) IN CASH FROM OPERATIONS											
18	(\$1,979,433)	(\$3,010,024)	(\$569,758)		\$1,030,591		(\$1,979,433)	(\$3,010,024)	(\$569,758)		\$1,030,591
FACILITY IMPROVEMENT / NOISE MITIGATION TRANSACTIONS											
CASH DISBURSEMENTS											
19	(\$158)	(\$10,000)	(\$158)	(17)	\$9,842	Sound Insulation Program Costs	(\$158)	(\$10,000)	(\$158)	(17)	\$9,842
20	(397,195)	(265,000)	(464,129)	(18)	(132,195)	Other Facility Improvement Program Project Costs	(397,195)	(265,000)	(464,129)	(18)	(132,195)
21	(\$397,353)	(\$275,000)	(\$464,287)		(\$122,353)		(\$397,353)	(\$275,000)	(\$464,287)		(\$122,353)
CASH RECEIPTS FROM FUNDING SOURCES											
22	\$0	\$8,059	\$0	(17)	(\$8,059)	FAA Grants - Sound Insulation Program	\$0	\$8,059	\$0	(17)	(\$8,059)
23	89,012	218,440	0	(19)	(129,428)	FAA Grants - Facility Improvement Program	89,012	218,440	0	(19)	(129,428)
24	0	0	0	(20)	0	Other Grants	0	0	0	(20)	0
25	0	32,876	0	(21)	(32,876)	Passenger Facility Charge Receipts/Reserves	0	32,876	0	(21)	(32,876)
26	\$89,012	\$259,375	\$0		(\$170,363)		\$89,012	\$259,375	\$0		(\$170,363)
INCREASE (DECREASE) – FACILITY / NOISE MITIGATION TRANSACTIONS											
27	(\$308,341)	(\$15,625)	(\$464,287)		(\$292,716)		(\$308,341)	(\$15,625)	(\$464,287)		(\$292,716)
CARES ACT FUNDING											
28	\$1,142,063	\$1,055,122	\$0		\$86,941	2015 Bond Debt Service & Personnel Costs	\$1,142,063	\$1,055,122	\$0		\$86,941
29	\$1,142,063	\$1,055,122	\$0	(22)	\$86,941		\$1,142,063	\$1,055,122	\$0	(22)	\$86,941
NET INCREASE (DECREASE) IN CASH - TOTAL											
30	(\$1,145,711)	(\$1,970,527)	(\$1,034,045)		\$824,816		(\$1,145,711)	(\$1,970,527)	(\$1,034,045)		\$824,816

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND ONE MONTH ENDED JULY 31, 2020 & 2019

General Comments

The Schedule of Cash Receipts and Disbursements ("Schedule") represents the cash basis activity for the month and fiscal year-to-date ("FYTD") 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 the Sound Insulation Program and Other Facility Improvement Program Projects.

The FY 2021 Capital Program expenditures are primarily funded by the following sources:

- FAA-approved Passenger Facility Charge ("PFC") program receipts/reserves;
- Grants;
- Operating Revenues;

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 / Consolidated Rental Car Facility is also presented.

Due to the uncertainty caused by the impacts of COVID-19 to the aviation industry, the Authority continued its conservative outlook on passenger activity recovery into FY 2021. The Authority's Adopted FY 2021 budget was based on the following quarterly activity assumptions:

- Q1 (July - September): a reduction of 85%
- Q2 (October - December): a reduction of 75%
- Q3 (January - March): a reduction of 65%
- Q4 (April - June): a reduction of 50%

Additionally, the Adopted FY 2021 Budget includes the use of \$16.1 million of the remaining \$17.8 million in CARES Act Grant Funds for the reimbursement of bond debt service and personnel costs to help supplement the reduction in revenues due to declined passenger activity.

NOTE (1) – Cash Receipts from Operations

Cash receipts from operations exceed the budget in July. On an accrual basis, operating revenues exceed the budget in July by \$905,526. See notes 2 through 8 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 loaded at BUR. On an accrual basis, Landing Fees combined with Fuel Flowage Fees exceed the budget by \$119,081 in July. The Authority deferred landing fees for signatory airlines for April 2020 through June 2020. This deferral will be paid back by the airlines in equal installments during the first half of FY 2021, which will be reflected in the actual monthly cash receipts, but not in the monthly FY 2021 budgeted amounts as these amounts were accrued as part of FY 2020 activity.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND ONE MONTH ENDED JULY 31, 2020 & 2019

NOTE (3) – Parking Fees

Parking fee revenues performed above budget forecast. Accrual basis Parking Fees are \$286,242 ahead of budget in July.

NOTE (4) – Rental Receipts - Terminal Building

Terminal Building rental receipts exceed the budget in July. Accrual basis Terminal Building rents exceed the budget by \$322,646 in July. The Authority deferred Terminal Building rental fees for signatory airlines for April 2020 through June 2020. This deferral will be paid back by the airlines in equal installments during the first half of FY 2021, which will be reflected in the actual monthly cash receipts, but not in the monthly FY 2021 budgeted amounts as these amounts were accrued as part of FY 2020 activity.

NOTE (5) – Rental Receipts - Other Buildings

Other Buildings rental receipts exceed the budget in July due to the timing of receipts. Accrual basis Other Building rents are \$44,671 ahead of budget in July.

NOTE (6) – Ground Transportation

This category consists of off-airport access fees and TNC activity. Accruals basis Ground Transportation receipts are \$24,285 ahead of budget in July.

NOTE (7) – Other Receipts

This category consists primarily of fingerprint/badge renewal fees and access fees. Accrual basis Other Receipts are \$3,968 ahead of budget.

NOTE (8) – 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, the timing of coupon payments and individual investment maturities. Accrual basis investment income exceeds the budget by \$104,633 in July.

NOTE (9) – Cash Disbursements from Operations

Overall operating disbursements are favorably under budget in July. On an accrual basis operating disbursements are favorably within budget parameters. See additional information on operating disbursements in notes 10 through 16.

NOTE (10) – 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.

NOTE (11) – Operating Supplies & Maintenance

This line item includes utilities, fuel, general repairs and maintenance, landscaping, supplies and telephone costs.

NOTE (12) – 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.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND ONE MONTH ENDED JULY 31, 2020 & 2019

NOTE (13) – Contractual Professional Services

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

NOTE (14) – 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 2020. Wages and Benefits include overtime for film location services which are recovered through the related film revenue.

NOTE (15) – Other Operating Costs

This line item includes public relations/advertising, air service retention, license and permits and bad debt expense.

NOTE (16) – Parking Tax

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. July 2020 remittance, in the amount of \$81,437, covers parking activity for the months of April, May & June 2020.

NOTE (17) – Sound Insulation Program

The Sound Insulation program is funded primarily through FAA Airport Improvement Program ("AIP") grants and and Passenger Facility Charge ("PFC") revenues. Staff is awaiting FAA's decision to award a noise discretionary grant, the receipt of which will facilitate the restart of the program.

NOTE (18) – Other Facility Improvement Program Projects

Other Facility Improvement Program Projects costs exceed the budget in July by \$132,195 due to payments for FY 2020 accrued expenditures for certain projects.

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

FAA Grants are budgeted to partially fund the ARFF Truck Replacement, Taxiway D7 Connector, G Infield and Delta Ramp Rehabilitation Project and the Environmental Impact Statement (EIS) for the Replacement Passenger Terminal.

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.

NOTE (21) – Passenger Facility Charge Receipts/Reserves

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the Airfield Maintenance Equipment and the Environmental Impact Statement (EIS) for the Replacement Passenger Terminal.

NOTE (22) – CARES Act Grant

The Authority has programmed approximately \$13.3 million of the \$21.1 million in CARES Act Grant funds to fund the 2015 Bond Debt Service and certain personnel costs. The July 2020 reimbursement in the amount of \$1,142,063 covers the 2015 Bond Debt Service for the months of April, May and June 2020.

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 ONE MONTH ENDED JULY 31, 2020 & 2019

	Monthly Performance					July 2020		Fiscal YTD Performance (July 2020)				
	A	B	C	D	E			F	G	H	I	J
	Actual \$ July 2020	Budget July 2020	Actual \$ Prior Year July 2019	Note	Variance Actual Vs. Budget			Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
31	\$170,465	\$166,667	\$523,375	(1)	\$3,798	Customer Facility Charge Receipts		\$170,465	\$166,667	\$523,375	(1)	\$3,798
32	\$0	233,591	0	(2)	(233,591)	CARES Act Grant Funds - 2012 Bond Debt Service		0	233,591	0	(2)	(233,591)
33	79,738	85,914	106,652	(3)	(6,176)	Facility Rent		79,738	85,914	106,652	(3)	(6,176)
34	(486,172)	(486,172)	(486,417)		0	Payments to Bond Trustee for 2012 Bond Debt Service		(486,172)	(486,172)	(486,417)		0
35	0	0	0		0	Loan Principal Repayments to the Authority		0	0	0		0
36	<u>(\$235,969)</u>	<u>\$0</u>	<u>\$143,610</u>	(4)	<u>(\$235,969)</u>			<u>(\$235,969)</u>	<u>\$0</u>	<u>\$143,610</u>	(4)	<u>(\$235,969)</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.

Note (2) – CARES Act Grant Funds

The Authority has reserved approximately \$2.8 million of the \$21.1 million in CARES Act Grant funds to fund the 2012 Bond Debt Service.

Note (3) – Facility Rent

Facility Rent receipts are applied to the 2012 Bond debt service

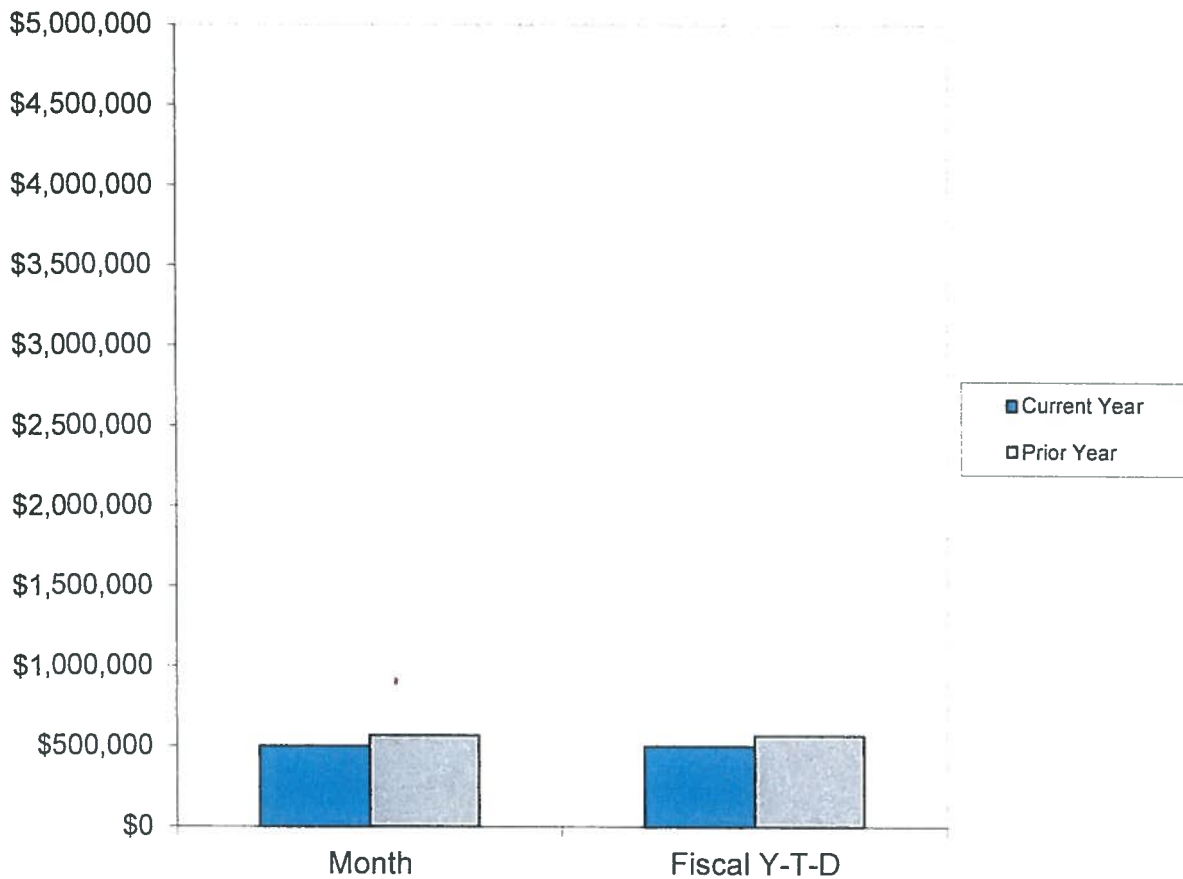
Note (4) – Net RITC / ConRAC Facility Payments and Collections

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 rental car companies on a 30-day notice.

Burbank-Glendale-Pasadena Airport Authority

INTEREST ANALYSIS



	July 2020	July 2019
Interest Receipts - - Month	\$497,607	\$566,266
Interest Receipts - - Fiscal Y-T-D	\$497,607	\$566,266
Month End Portfolio Balance	\$228,120,829	\$228,200,752
Yield to Maturity	0.29%	2.09%

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 16, 2020**

**THIRD AMENDMENT TO GROUND LEASE
MV TRANSPORTATION, INC.**

SUMMARY

At its meeting on October 5, 2020, the Finance and Administration Committee ("Committee") voted unanimously (3–0) to recommend that the Commission approve a proposed Third Amendment ("Amendment") to Ground Lease dated October 1, 2011, with MV Transportation, Inc. ("MV Transportation"). The proposed Amendment, copy attached, will revise the performance term of the Ground Lease to a month-to-month term.

BACKGROUND

In 2011, the City of Burbank ("City") awarded a contract to MV Transportation to operate its "Burbank Bus" service. Burbank Bus provides public transit service to various locations within the City of Burbank including a stop on Hollywood Way and Thornton.

On October 1, 2011, the Authority entered into a Ground Lease Agreement ("Agreement") with MV Transportation consisting of 11,762 square feet of paved space to store and park Burbank Bus buses for a period of three (3) years.

The Agreement was amended in September 2014 to extend the performance term for two (2) years and September 2016 for an additional four (4) years. The current Agreement expired on September 30, 2020.

Prior to the expiration, MV Transportation and Staff were in discussions on a revised term. However, due to the impacts of COVID-19, MV Transportation is seeking to amend the Agreement from a fixed term to a month-to-month basis.

DETAILS

Key components of the proposed Third Amendment to Ground Lease are as follows:

Use:	Parking and storage of approximately sixteen (16) buses used in the operation of the City of Burbank's Burbank Bus service. Servicing of vehicles is prohibited.
Premises:	11,762 square feet of paved space located at 3850 - 1/3 Cohasset St., Burbank, CA 91505.
Term:	Month-to-Month
Termination:	Either party shall have the right to terminate the Agreement at any time, with or without cause, by delivering to the other party at least thirty (30) days' prior written notice.

- Rent: The current monthly rent of \$2,326.36 will be increased to \$2,396.15 retroactive to October 1, 2020.
- Adjustments: Annual adjustments at 120% of CPI not to exceed 6% will occur on the anniversary date of the Lease.

BUDGET IMPACT

The proposed Amendment is expected to have a positive revenue impact upon an immediate 3% adjustment and generate \$2,396.15 per month.

RECOMMENDATION

At its meeting on October 5, 2020, the Committee voted unanimously (3–0) to recommend that the Commission approve the Third Amendment to the Ground Lease with MV Transportation, Inc., and to authorize the Authority President to execute same.

THIRD AMENDMENT TO GROUND LEASE

This THIRD AMENDMENT TO GROUND LEASE (this "Third Amendment") is dated as of _____, 2020 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 MV TRANSPORTATION, INC., a California corporation ("Tenant").

RECITALS

A. Landlord and Tenant entered into a Ground Lease dated October 1, 2011 and amended it by a First Amendment to Ground Lease dated September 15, 2014 and a Second Amendment to Ground Lease dated September 19, 2016 (the "Lease").

B. The Lease expires on September 30, 2020.

C. Landlord and Tenant desire to create a month to month tenancy upon the expiration of the Lease, and otherwise amend the Lease to extend the Lease as provided in this Third Amendment.

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. **Term.** As of September 30, 2020, the Lease shall become a month to month tenancy terminable by either party upon thirty (30) days' prior written notice to the other.

2. **CASp Statement.** The following is hereby added to Section 1.1 of the Lease:

The subject leased premises have not been inspected by a Certified Access Specialist (CASp). A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

Landlord, and Tenant hereby agree, however, that Landlord shall not bear the cost of any such inspections or repairs, it being the intent and agreement of Landlord and Tenant that any such repairs must be performed by Tenant.

3. **Monthly Rent.** As of October 1, 2020, the Monthly Rent shall be \$2,396.15. However, Monthly Rent shall be adjusted on each anniversary of such date in accordance with Section 3.1.2 of the Lease, and Section 3.1.2 of the Lease is hereby replaced with the following:

“3.1.2 Annual Base Rent Adjustments.

3.1.2.1 Definitions.

(i) The term “Adjustment Date” shall mean the first day of the Annual Period commencing in 2021 and in each Annual Period thereafter.

(ii) The term “Adjustment Index” shall mean the Consumer Price Index for the month of August.

(iii) The term “Annual Period” shall mean each period from October 1 of one calendar year until October 1 of the next calendar year.

(iv) The term “CPI Increase” shall mean the percentage increase in the Consumer Price Index.

(v) The term “Consumer Price Index” shall mean the Consumer Price Index for All Urban Consumers for the Los Angeles - Long Beach - Anaheim statistical area (CPI-U) (1982-84 =100) published by the United States Department of Labor, Bureau of Labor Statistics.

(vi) The term “Adjusted Annual Base Rent” shall mean the greater of: (a) the Annual Base Rent (as may have been previously adjusted) payable during the immediately preceding Annual Period increased by an amount equal to the product of one hundred twenty percent (120%) of the CPI Increase (rounded to the nearest hundredth) for the immediately preceding Annual Period. However, in no event shall the Adjusted Annual Base Rent be less than zero (\$0) or more than six percent (6%) greater than the Annual Base Rent (as it may have been previously adjusted) for the previous Annual Period. The following is an example of the calculation under the preceding clause (a):

$$\begin{array}{ll} \frac{\text{Adjustment Index} - \text{Prior Index}}{\text{Prior Index}} & = \text{CPI Increase} \\ \text{CPI Increase} \times 1.2 & = 120\% \text{ of CPI Increase} \\ 120\% \text{ of CPI Increase} & = \text{xx.xx}\% \end{array}$$

(vii) The term “Prior Index” shall mean on each Adjustment Date, the Consumer Price Index used as the Adjustment Index on the prior Adjustment Date (or in the case of the first adjustment, the Consumer Price Index for the month of August of the prior calendar year).

3.1.2.2 Adjustments. On each Adjustment Date, the Annual Base Rent applicable to the Leased Premises (including all office space and hangar space) shall be increased (but not decreased) to the Adjusted Annual Base Rent.

3.1.2.3 CPI Changes. In the event the Consumer Price Index is changed so that the base year differs from that used for the Prior Index, the Consumer Price Index or the Prior Index, as applicable, shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. In the event the Consumer Price Index is discontinued or revised during the term of this Lease, such other governmental index or computation with which it is replaced shall be used.

3.1.2.4 Effect of Failure to Give Adjustment Notice. In the event that Landlord fails to give notice to Tenant of any adjustment hereunder, Tenant shall continue to pay the annual base rent in effect prior to the applicable Adjustment Date until such time as Landlord gives notice of the applicable Adjusted Annual Base Rent. Upon receipt of Landlord's notice of adjustment, Tenant shall pay immediately to Landlord all amounts that would have been payable by Tenant had Landlord given timely notice."

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

LANDLORD:

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY, a public entity

By: _____
Print Name: _____
Title: _____

TENANT:

MV TRANSPORTATION, INC.,
a California corporation

By: Marie Gaul
Print Name: MARIE GAUL
Title: CFO

FIRST AMENDMENT TO GROUND LEASE

This FIRST AMENDMENT TO GROUND LEASE (this "Amendment") is dated as of September 15, 2014 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 MV TRANSPORTATION, INC., a California corporation ("Tenant").

RECITALS

- A. Landlord and Tenant entered into a Ground Lease dated October 1, 2011 (the "Lease").
- B. The Lease expires on September 30, 2014.
- C. Landlord and Tenant desire to extend the Lease as provided in this Amendment.

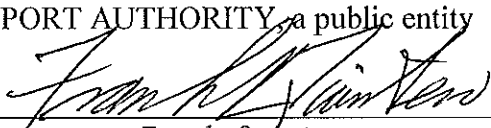
THEREFORE, in consideration of the foregoing recitals, the mutual terms set forth below, and other consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Term. The term of the Lease is hereby extended to September 30, 2016, and the term "Expiration Date" as used in the Lease shall mean September 30, 2016.
- 2. Monthly Rent. As of the date hereof, the Monthly Rent is \$1974.75. Such Monthly Rent shall be adjusted on October 1, 2014 and October 1, 2015, in accordance with Section 3.1.2 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: Frank Quintero
Title: Vice President

TENANT:

MV TRANSPORTATION, INC.,
a California corporation

By: 
Print Name: David B. Brown
Title: Interim CEO

GROUND LEASE

BETWEEN

BURBANK – GLENDALE - PASADENA

AIRPORT AUTHORITY

AND

MV TRANSPORTATION, INC.

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GROUND LEASE

THIS GROUND LEASE (this "Lease") is made as of the 1st October 2011, 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 MV Transportation, Inc. a California Corporation ("Tenant").

1. LEASE.

1.1. Leased Premises.

Landlord hereby leases to Tenant, and Tenant hereby leases and hires from Landlord, the real property legally described in Exhibit A attached hereto (the "Leased Premises"), upon the terms and subject to the conditions set forth in this Lease. The Leased Premises are part of or adjacent to the Bob Hope Airport, a public airport located in the County of Los Angeles, State of California (the "Airport"); however, Tenant shall have no right of access to nor any right to enter upon or to use any part of the Airport outside of the boundaries of the Leased Premises, except that Tenant shall be permitted during the Term of this Lease to use the private roads located within the Airport that are necessary for Tenant to gain access to the Leased Premises from a public road.

1.2. Relocation of Leased Premises.

Landlord shall have the right, at any time and from time to time, to designate a new or different area or areas upon other real property owned, leased or controlled by Landlord, for use by Tenant for some or all of the Leased Premises ("Relocated Premises"). Landlord shall exercise its relocation right by delivering to Tenant a written notice specifying the Relocated Premises to which Landlord intends to relocate Tenant (the "Relocation Notice") and the effective date of such relocation, which shall be not less than one hundred twenty (120) days after delivery of the Relocation Notice (the "Relocation Date"). Upon any such designation, Tenant shall relocate its business and operation, or so much thereof as Landlord designates, to such new or different area or areas and this Lease shall be amended to delete from the Leased Premises the terminated portion of the Leased Premises and to include as part or all of the Leased Premises the Relocated Premises. In the event that Tenant is dissatisfied with the Relocated Premises designated by Landlord, Tenant may terminate this Lease as to the Relocated Premises only by delivering written notice of termination to Landlord within thirty (30) days following delivery of Landlord's Relocation Notice to Tenant, in which case this Lease shall not apply to the Relocated Premises and shall terminate as to the terminated portion of the Leased Premises as of the Relocation Date. Provided Tenant does not exercise its right to terminate this Lease as to the Relocated Premises, Landlord shall construct and install improvements to the Relocated Premises that are comparable to those constructed and installed by Landlord and Tenant upon the Leased Premises.

1.3. Acknowledgment of Condition of Leased Premises.

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

1.4. Title and Use Restrictions; Zoning; Reservations to Landlord.

1.4.1. Title and Use Restrictions.

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

1.4.2. Zoning.

Tenant shall comply with all provisions of the City of Burbank Zoning Ordinance applicable to the use of the Leased Premises and shall apply for, obtain on its own accord and satisfy the conditions of the conditional use permit issued by the City of Burbank, if required, with respect to Tenant's use of the Leased Premises.

1.4.3. Reservations to Landlord.

Landlord reserves the right, without obligation, to install, lay, construct, maintain and repair roadways, drainage facilities, pipes, conduits, wires, cables, utilities and appurtenances necessary or convenient in connection therewith in, over, upon, through, across, under and along the Leased Premises or any part thereof, and to enter the Leased Premises for any and all such purposes. Landlord also reserves the right to grant franchises, licenses, easements, rights of way and permits in, over, upon, through, across, under and along any and all portions of the Leased Premises. Landlord shall use reasonable efforts to exercise its rights under this Section so as to interfere unreasonably with Tenant's operations.

1.5. Landlord's Right of Access.

Landlord shall have free access to the Leased Premises in all cases of emergency, and during all reasonable hours for the purposes of examining the same to ascertain if they are in good repair, inspecting any work in progress within or upon the Leased Premises or elsewhere on the Airport, making repairs which Landlord may be permitted to make hereunder, and exhibiting the same to prospective purchasers or tenants. Such entry shall be made in a manner that will not unreasonably interfere with Tenant's use of the Leased Premises, except in case of emergency. In the event that Tenant is not personally present to open and permit such entry, Landlord may enter by means of master keys or may enter forcibly and shall incur no liability to Tenant as a result of such entry, except for any gross negligence, willful misconduct,

or material breach of this Lease on the part of Landlord or any of its employees, agents, representatives or contractors.

2. TERM.

2.1. Lease Commencement Date; Expiration Date.

The term of this Lease shall commence at 12:01 a.m. on 1st October 2011 ("Lease Commencement Date") and continue until 30th September 2014 (as such date may be extended hereunder, the "Expiration Date"), unless extended or earlier terminated by Landlord or Tenant pursuant to the terms hereof. Tenant shall have the right to request to extend the term of this Lease for two (2) one (1) year periods, but in no event shall the Lease term exceed five (5) years. Following the expiration of the Lease term (as it may be extended pursuant to this Section 2.1), the Lease shall be subject to Section 14.

2.2. Tenant Acknowledgments.

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

2.3. Early Termination.

2.3.1. Right to Terminate.

Notwithstanding anything to the contrary, each of Landlord and Tenant shall have the right, to be exercised in such party's sole discretion, to terminate this Lease upon not less than thirty (30) days written notice to the other party.

3. RENT AND OTHER MONETARY AMOUNTS PAYABLE AS RENT.

3.1. Monthly Rent.

3.1.1. Obligation to Pay.

During the term of this Lease, Tenant shall pay to Landlord, without setoff or deduction, monthly rent ("Monthly Rent") in an amount equal to the land area of the Leased Premises multiplied by One Dollar and Ninety-Five Cents (\$1.95) per square foot per year of land area. Landlord and Tenant acknowledge and agree that the Leased Premises consists of Eleven Thousand Seven Hundred and Sixty-Two (11,762) square feet of land area.

3.1.2. Adjustments.

On each anniversary of the Commencement Date (an "Adjustment Date"), the Monthly Rent shall be adjusted to equal the product of the Monthly Rent for the immediately preceding calendar month multiplied by one hundred twenty percent (120%) of the "CPI Increase." As used in this Section 3.1.2 or elsewhere in this Lease, the term "CPI Increase" shall mean the increase in the "Consumer Price Index" (as defined below) during the twelve (12) month period preceding the "Adjustment Date." As used herein, the term "Consumer Price Index" shall mean the Consumer Price Index for all Urban Consumers for the Los Angeles-Anaheim-Riverside statistical area (CPI-U) (1982-84=100) (the "Index") published by the United States Department of Labor, Bureau of Labor Statistics. To determine the CPI Increase, the Index most recently published and available to the public on the Adjustment Date (the "Adjustment Index") shall be compared with the Index used as the Adjustment Index on the prior Adjustment Date (or in the case of the first adjustment, the Index most recently published prior to the first day of the preceding Annual Period) (the "Prior Index"). If the Adjustment Index has increased over the Prior Index, the CPI Increase, expressed as a percentage or as a whole number and decimal fraction, shall be determined by dividing the Adjustment Index by the Prior Index, provided that in no event shall any Adjustment be less than zero (\$0) or greater than six percent (6%) of the amount of the Monthly Rent immediately preceding such Adjustment. In the event the Index is changed so that the base year differs from that used for the Prior Index, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. In the event the Index is discontinued or revised during the term of this Lease, such other governmental index or computation with which it is replaced shall be used.

3.1.3. Payment of Monthly Rent.

Monthly Rent shall be payable in advance on the first (1st) day of each calendar month during the term of this Lease. Each installment of Monthly Rent shall be paid, without demand therefore, as and when it becomes due and payable, without abatement, reduction or offset, in lawful money of the United States of America. The Monthly Rent for any partial calendar month, including if the term shall commence other than on the first day of the calendar month, shall be prorated on the basis of the number of days in that calendar month.

3.2. Taxes.

3.2.1. Possessory Interest and Other Taxes.

Tenant shall pay, as additional rent under this Lease, all "Taxes" imposed by any authority having the direct or indirect power to tax and which are applicable to the Leased Premises during the term of this Lease, whether levied or assessed upon Landlord or Tenant. As used herein, the term "Taxes" shall include any form of possessory interest tax, assessment (including public facilities maintenance district levy or assessment or any public transit or other benefit assessment district levy or assessment), license fee, commercial rental tax, any tax or excise on rents or parking revenues, levy, penalty or tax imposed by any authority having the direct or indirect power to tax, including any federal, state,

county or city government, or any school, agricultural, lighting, drainage, or other improvement district thereof, as against any legal or equitable interest of Landlord or Tenant in the Leased Premises or in the real property of which the Leased Premises are a part, as against Landlord's right to rent or other income therefrom, or as against Landlord's business of leasing the Leased Premises; provided, however, that "Taxes" shall not include (i) any mortgage or documentary transfer tax relating to any financing or sale of the Airport; (ii) any tax upon or against Landlord's income or profits; (iii) any franchise, capital stock, excise, social security, unemployment, sales, use or withholding assessments levied against Landlord; (iv) any assessments (or other governmental fees or charges) levied by Landlord against any tenants, the Airport or any portion thereof (whether attributable to special assessment districts or otherwise) to finance any development, maintenance or improvement of facilities at the Airport. In this regard, Tenant recognizes and understands that this Lease might be held to create a possessory interest subject to property taxation and that Tenant might be subject to the payment of property taxes levied on such interest. Tenant shall pay all Taxes prior to delinquency. Tenant shall furnish to Landlord evidence of payment of Taxes within fifteen (15) days of making such payment.

3.2.2. Personal Property Tax.

Tenant shall pay prior to delinquency any and all taxes and assessments on the furniture, fixtures, equipment, vehicles and other personal property of Tenant located on the Leased Premises, whether assessed to Tenant or assessed to Landlord as part of the real property comprising the Leased Premises or the Airport.

3.2.3. Right to Contest.

Tenant, at its sole cost and expense, shall have the right to contest the validity, applicability, and/or amount of any Taxes by appropriate proceedings and Tenant shall be entitled to receive and retain the recoveries from such contest. Notwithstanding the foregoing, if such Taxes are secured by a lien on any portion of the Airport or other real property owned, leased or controlled by Landlord, or the revenues therefrom, or if, in the sole opinion of Landlord, the nonpayment of such Taxes will be detrimental to Landlord, then as a condition to making such contest, Tenant shall pay the contested Taxes with a reservation of rights.

3.3. Utilities.

Tenant shall pay all water, gas, heat, light, power, air conditioning, telephone, and other utilities and services supplied to and/or used in the Leased Premises, together with any and all taxes thereon and connection fees relating thereto, prior to when said charges, taxes or connection fees are due, and shall defend, indemnify and hold Landlord harmless from and against any liability, claim, loss, damage cost and expense relating to or arising from the late payment or nonpayment of any said charges, taxes or connection fees.

3.4. Net Lease.

Landlord shall receive all amounts payable by Tenant pursuant to this Section 3, or any other provision of this Lease, free and clear of any and all other impositions, Taxes, liens, charges or expense of any nature whatsoever in connection with the ownership and operation of the Leased Premises. In addition to the amounts payable by Tenant pursuant to this Section 3, Tenant shall pay to the parties respectively entitled thereto all other impositions, operating charges, maintenance charges, construction costs, and any other charges, costs and expenses which arise or may be contemplated under any provision of this Lease during the term hereof; provided, however, that Tenant shall have the right to contest the validity, applicability or amount of any such charge, cost or expense. All of such charges, costs and expenses which either (i) are payable to Landlord or (ii) the failure to pay will create a lien against the Leased Premises, shall constitute additional rent, and upon the failure of Tenant to pay any of such costs, charges or expenses as required by this Lease, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent.

3.5. Interest on Past Due Payments.

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

3.6. Address for Payment.

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

4. CONDUCT OF BUSINESS BY TENANT.

4.1. Use of the Leased Premises.

4.1.1. Principal Use of Airport.

Tenant hereby acknowledges that the principal use of the Airport consists of the operation of a public airport and that all other businesses and operations which now are or hereafter shall be permitted by Landlord, to be conducted on, at or adjacent to the Airport, including Tenant's use of the Leased Premises pursuant to this Lease, must at all

times be compatible with such principal use, as Landlord, in its sole and absolute discretion, shall determine.

4.1.2. Authorized Use.

Tenant shall use the Leased Premises as a storage lot for up to eighteen (18) bus vehicles operated solely for Burbank Bus service with associated support facilities and equipment, provided however that such facility and equipment are approved in writing and in advance by Landlord. Tenant shall not use nor authorize the use of the Leased Premises, or any portion thereof, for any other purpose whatsoever without Landlord's prior written consent, which consent Landlord may withhold or condition in Landlord's sole and absolute discretion without regard to any standard of reasonableness.

4.2. Conduct of Tenant's Business.

4.2.1. Standards.

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

4.2.2. Conduct of Employees.

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

4.2.3. Licenses, Permits; Compliance With Laws.

Tenant, at Tenant's own cost and expense, shall obtain and maintain in effect at all times during the term hereof all licenses, permits, certificates, approvals and other authorizations required by any federal, state, county, city or other governmental department, bureau, agency or other authority having jurisdiction over Tenant, Tenant's business and operations, the Leased Premises or any other areas of the Airport. Tenant shall, to the extent applicable to the Leased Premises or the Airport, comply with all applicable federal, state, county and city statutes, regulations, rules and ordinances governing or regulating matters of health, safety or security or the use or occupancy of the Leased Premises or the operation of the Airport, including all rules and regulations promulgated by the FAA, the Transportation Security Administration ("TSA"), all rules, regulations, policies and guidelines of Landlord promulgated pursuant to Section 19 of this Lease, and all orders of any governmental department, bureau, agency or other authority having jurisdiction over Tenant, Tenant's business and operations, the

Leased Premises or any other areas of the Airport (collectively, "Laws"). Landlord shall give written notice to Tenant of any violation of Laws by Tenant that comes to Landlord's attention.

4.2.4. Manner of Use.

Tenant shall not use or permit the use of the Leased Premises or any other areas of the Airport in any manner that will (i) tend to create or permit any waste or nuisance, (ii) tend to disturb other tenants or users of the Airport, (iii) invalidate or cause the cancellation of or be in conflict with any fire or other hazard insurance policies covering the Airport, or (iv) increase the premiums for any fire insurance policies covering the Airport or any property located thereon. Tenant, at its expense, shall comply with all rules, orders, regulations, or requirements of the National Board of Fire Underwriters, or any other similar body with respect to Tenant's operations at the Leased Premises.

4.2.5. Utilities, Police and Fire Fighting.

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

4.2.6. Interference with Fire Exits.

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

4.3. Non-Discrimination and Affirmative Action.

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

4.4. Compliance with FAA Grant Assurances and Airport Use.

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

4.4.1. Development or Improvement of Landing Area.

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

4.4.2. Maintenance of Landing Area and Public Facilities.

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

4.4.3. Agreements with United States.

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

4.4.4. Construction of Improvements.

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

4.4.5. Non-Exclusive Rights.

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

4.4.6. Reservation of Rights.

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

4.4.7. Height Restrictions.

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

4.4.8. Interference with Aircraft.

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

4.4.9. Rights of United States.

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

4.4.10. Unauthorized Access.

Tenant shall use reasonable precautions to prevent unauthorized persons from gaining access to restricted flight and aircraft operational areas, including, without limitation, the precautions established pursuant to Section 4.5.

4.5. Airport Security.

4.5.1. Unauthorized Access to Airport.

Tenant shall have no right of access to nor any right to enter upon or to use any part of the Airport outside of the boundaries of the Leased Premises, except such rights as a member of the general public may have to use the passenger, parking and other facilities of the Airport in connection with air travel activities unrelated to the provisions of this Lease. Tenant shall use reasonable precautions to prevent unauthorized persons from gaining

access to restricted flight and aircraft operational areas of the Airport from any portion of the Leased Premises.

4.5.2. Violation of Security Requirements.

Upon receipt of any written notice from Landlord of a violation by Tenant or any persons subject to Tenant's control of the provisions of Section 4.5.1, Tenant shall promptly engage security personnel or undertake other necessary security procedures as reasonably requested by Landlord to cure the violation described in such notice and Tenant shall pay any fine or penalty imposed by the FAA as a result of such violation. Tenant's failure to cure timely the violation described in Landlord's notice shall constitute an Event of Default under this Lease.

4.5.3. Indemnity.

Tenant shall defend, indemnify and hold harmless the Authority, TBI Airport Management, Inc., in its capacity as manager of the Airport, and the Cities of Burbank, Glendale and Pasadena, California, and their respective officials, commissioners, officers and employees (individually, "Authority Party" and collectively, "Authority Parties") from and against any and all claims, of whatever kind or nature, known or unknown, foreseen or unforeseen, fixed or contingent, that any Landlord Party may at any time sustain or incur arising out of, resulting from or relating to any breach or violation by Tenant, its licensees or anyone subject to Tenant's control of, or failure to comply with, the provision of Section 4.4.1.

5. MAINTENANCE, REPAIRS AND REPLACEMENTS.

5.1. Tenant's Obligations.

Tenant, at Tenant's sole expense, shall maintain and repair the Leased Premises, and every part thereof, including all other improvements constructed and installed by Landlord, in good, neat, attractive and sanitary condition, free from waste or debris (whether or not such part of the Leased Premises requiring maintenance, repair or replacement, or the means of maintaining, repairing or replacing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such maintenance, repair or replacement occurs as a result of Tenant's use, any prior use, the elements or the age of such part of the Leased Premises); provided, however, that the Tenant shall not be obliged to repair paving unless it is damaged by Tenant or its employees, contractor agents or invitees. Tenant shall make any and all repairs required pursuant to this Section as and when the same become necessary to maintain the Leased Premises and every part thereof in good order, condition and repair, but in no event later than thirty (30) days following the delivery to Tenant of a written notice specifying the repairs Landlord believes must be undertaken to comply with the terms of this Lease or immediately in the event of an emergency. Landlord shall not be liable to Tenant or its respective owners, shareholders, partners, directors, officers, employees, agents, representatives, contractors, successors and assigns, or the permitted licensees and users of the Leased Premises (individually, "Tenant Party" and collectively, "Tenant Parties") by reason of any destruction, damage or loss

of property, injury or death of persons, or damage or injury to, or interference with the business or operations or any Tenant Party, or the use or occupancy of the Leased Premises arising out of, resulting from or relating to the need for or the making of any repairs or alterations to the Leased Premises. All repairs or modifications to or construction of Improvements upon the Leased Premises made by Tenant as provided in this Lease shall be performed in accordance with all applicable Laws, and Tenant shall secure all licenses, permits, approvals and authorizations required by applicable Laws with respect thereto. Tenant shall screen and landscape all outside storage areas and service yards of the Leased Premises with fencing and landscaping approved by Landlord, and shall not allow any temporary structures or facilities on the Leased Premises, unless either (i) Tenant has obtained Landlord's prior written approval, which approval may be granted or withheld by Landlord in its sole and absolute discretion and, if such approval is granted, it shall be revocable at any time by Landlord, in its sole and absolute discretion, or (ii) such temporary structures or facilities are related to the construction of Approved Tenant Improvements and are in compliance with Landlord's rules and regulations governing such construction.

5.2. No Landlord Obligation; Tenant Waiver.

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

5.3. Landlord Cure.

In the event Tenant fails to perform its obligations under this Section 5, Landlord may, at its option, after thirty (30) days' written notice to Tenant, enter upon the Leased Premises and put the same in good order, condition and repair and make any required replacement, and the cost thereof shall become due and payable, upon demand, by Tenant to Landlord as additional rent; provided, however, so long as Tenant commences required maintenance, repairs and replacements within such thirty (30) day period and diligently prosecutes such maintenance, repairs and replacements to completion, Tenant shall be deemed to be fully performing Tenant's obligations hereunder.

6. IMPROVEMENTS.

6.1. Required New Improvements.

Tenant, at Tenant's expense, shall construct and install upon the Leased Premises all necessary utilities (such as electricity), chain link security perimeter fencing (per the

attached Exhibit A), and lighting as needed. Tenant shall also comply with all conditions and requirements imposed by the City of Burbank (including, without limitation, landscaping requirements). Tenant's work pursuant to this Section 6.1 shall include related engineering and design services, all in accordance with plans and specifications prepared by Tenant and approved by Landlord as provided in this Section 6.

6.2. Procedures for Approval and Construction of Improvements.

6.2.1. Landlord's Approval.

Without in each instance obtaining the prior written approval of Landlord in accordance with this Section 6.2, which approval may be granted or withheld in Landlord's sole and absolute discretion ("Landlord's Approval"), Tenant shall not (i) construct or install any improvements or demolish any existing improvements or (ii) make any modifications, alterations or additions to the Leased Premises or improvements (all such demolition, construction, installation, modifications, alterations and additions, including the improvements required to be constructed and installed by Tenant upon the Leased Premises pursuant to Section 6.1, are individually and collectively referred to in this Lease as "New Improvements"), and no work required in connection therewith shall commence, prior to receiving Landlord's Approval. Landlord may delegate all Landlord's Approvals required under this Section 6.2, including any determination of whether New Improvements are "Approved Tenant Improvements" under Section 6.2.8, to Landlord's Executive Director, to one or more of Landlord's other staff members, or to an outside engineer or architect, or to any combination thereof, and approval or determination by any such delegatee shall be subject to the same standards of review and time requirements as imposed upon Landlord and shall be deemed to be Landlord's Approval or the determination of Landlord under this Section 6.2. Any Landlord's Approval under this Section 6.2 shall be evidenced by a "Certificate of Approval" signed by Landlord or its delegatee.

6.2.2. Review and Approval of Plans.

In order to expedite plan review and approval and to insure that the proposed New Improvements will be compatible with Airport uses, Tenant first shall submit to Landlord for approval a conceptual plan. Notwithstanding Landlord's Approval of the conceptual plan, all construction plans and specifications for New Improvements shall be subject to Landlord's Approval and shall be prepared, stamped and signed by a California licensed architect or engineer. Engineers shall be licensed for the particular discipline required. All changes to plans and specifications previously receiving Landlord's Approval that are required by the City of Burbank to be submitted to the City for plan check or review in accordance with the City's building codes ("Material Plan Change") shall also concurrently be submitted to Landlord and shall require Landlord's Approval. Landlord shall have three (3) working days within which to review and to approve or disapprove the proposed Material Plan Change and, if Landlord fails to disapprove the Material Plan Change, then the Material Plan Change shall be deemed to have received Landlord's Approval. Upon Landlord's Approval, Landlord shall issue promptly a Certificate of Approval for each Material Plan Change.

6.2.3. Conditions of Approval.

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

6.2.4. Entitlements and Permits.

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

6.2.5. Compliance with Policy on Tenant Improvements.

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

6.2.6. Performance of Work.

All construction work done in connection with any New Improvements shall be performed by a licensed general contractor reasonably acceptable to Landlord under one or more construction contracts and shall be done at Tenant's sole expense and with reasonable diligence, in a good and workmanlike manner, and in compliance with all applicable Laws. Landlord shall have the right to inspect and reject any work not done in accordance with the approved plans and specifications, including any changes permitted under Section 6.2.2, and Tenant shall immediately repair or remove such work in accordance with this Section. Any work in areas adjacent to active portions of the airfield, such as taxiways and runways, shall be scheduled and performed in a manner designed to avoid interference with aircraft operations. In the event that it becomes necessary to close or temporarily alter any part of the active areas of the airfield to accommodate any work by Tenant or its contractors, Tenant shall not perform such work without submitting a detailed work plan and schedule to Landlord, which Landlord shall have the right to approve, modify or disapprove in Landlord's sole and absolute discretion.

6.2.7. Approval of Tenant Improvements.

At the time Tenant requests Landlord's Approval of any New Improvements, Tenant shall specify whether the New Improvements are intended to be Approved Tenant Improvements. Any New Improvements proposed to be made by Tenant that are required for Tenant to engage in the use of the Leased Premises permitted by Section 4.1.2 shall be eligible to be Approved Tenant Improvements. If Landlord disagrees with Tenant's specification of any New Improvements as Approved Tenant Improvements, Landlord shall notify Tenant in writing of its disagreement and shall state the reasons therefor. Tenant shall have the right to respond in writing to Landlord's notice and statement of reasons; however, after considering any response by Tenant, Landlord's determination of whether any New Improvements shall constitute Approved Tenant Improvements shall be final and binding.

6.2.8. As Built Plans and Statement of Cost.

Within sixty (60) days following the completion of any New Improvements, Tenant shall furnish to Landlord a set of "as built" plans and specifications. Further, if the New Improvements are eligible to be Approved New Improvements, within ninety (90) days following the completion of the New Improvements, Tenant shall furnish to Landlord a statement certified as accurate by Tenant of the actual direct out-of-pocket cost of such Approved Tenant Improvements, which may include architectural and engineering fees, permit fees, capitalized construction period interest and loan fees, and other "soft costs" approved by Landlord, together with any reasonable supporting documentation required by Landlord sufficient to verify such cost. Failure by Tenant to notify Landlord in writing of the cost of any such New Improvements within ninety (90) days after completion shall constitute Tenant's irrevocable waiver of any future right to receive payment of the Unamortized Cost of Approved Tenant Improvements for such New Improvements and Landlord shall have no obligation or liability to make any payment to Tenant therefor under Section 2.3. Tenant shall not include in the cost of New Improvements any cost paid or reimbursed from the proceeds of insurance, condemnation awards or damages recovered from any party, or any settlement related thereto.

6.3. Landlord's Property.

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

7. INSURANCE, INDEMNITY AND EXCULPATION.

7.1. Obligation to Maintain Insurance.

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

7.2. Liability and Workers' Compensation Coverage.

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

7.2.1. General Liability Insurance.

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

7.2.2. Automobile Liability Insurance.

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

7.2.3. Workers' Compensation and Employer's Liability Insurance.

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

Bodily injury by accident – \$1,000,000 - each accident
Bodily injury by disease – \$1,000,000 - policy limit
Bodily injury by disease – \$1,000,000 - each employee

7.3. Property Insurance.

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

7.4. Adjustment of Required Insurance.

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

7.5. Policy Requirements.

Each policy of Required Insurance shall be obtained from an insurance company, or pool of multiple insurance companies, each authorized to conduct business in California and having a rating of not less than A-X in A.M. Best's Insurance Guide and/or otherwise acceptable to Landlord. Within ten (10) days after the acceptance of this Lease by Landlord, Tenant shall deliver to Landlord certificates of insurance issued by the insurance companies and evidencing that all Required Insurance has been obtained and is being maintained by Tenant, together with copies of endorsements (i) requiring the insurers to give to Landlord at least thirty (30) days' prior written notice of the cancellation or non-renewal of some or all of the Required Insurance, (ii) with respect to the general liability, automobile liability and employer's liability insurance, naming (a) Tenant and its owners, shareholders, partners, directors and employees as a named insured and (b) except for employer's liability insurance, Landlord, the Airport Manager, the Cities of Burbank, Glendale and Pasadena and the Commissioners of Landlord ("Landlord Insured Parties") as additional insureds, and (iii) with respect to the "all risk" property insurance naming Landlord as a loss payee, as its interest may appear. The failure of Tenant to provide said certificates of insurance, together with said endorsements, within fifteen (15) business days after the delivery to Tenant of a written request therefor, or, if a notice of cancellation or non-renewal of any Required Insurance has been delivered to Tenant, the failure of Tenant to replace the Required Insurance which is the subject matter of such notice of cancellation or non-renewal prior to the effectiveness of such cancellation or non-renewal, shall in either case constitute an Event of Default under Section 12.1.8. All Required Insurance shall be primary insurance without right of contribution of any other insurance carried by or on behalf of any Landlord Insured Party and all policies shall be endorsed to this effect. In no event shall any Landlord Insured Party be responsible or liable for the payment of any premiums for the insurance required to be obtained and maintained by Tenant pursuant to this Section 7.

7.6. No Limitation of Liability.

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

7.7. Waivers of Subrogation Rights.

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

7.8. Indemnification.

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

7.9. Exculpation of Landlord from Liability.

Tenant, on behalf of itself and the Tenant Parties, hereby waives any and all Claims against the Landlord Parties, and the Landlord Parties shall not be liable, for any injury or death to persons or any damage or loss to any property in, on or about the Leased Premises, arising out of, resulting from or relating to any cause whatsoever, including, without limitation, the following: (i) latent or patent defects in the construction or condition of the Leased Premises, including, without limitation, any use or release of "Toxic Materials" (as defined in Section 20), on, under or into the Leased Premises; (ii) Acts of God; (iii) fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Leased Premises, New Improvements or any other areas of the Airport; (iv) riot, civil commotion, aircraft, vehicles, smoke, vandalism, malicious mischief; (v) breakage, leakage, obstruction or other defects of the pipes, wires, appliances, plumbing, heating, ventilation and air conditioning systems, or lighting fixtures of or serving the Leased Premises, New Improvements or other areas of the Airport; (vi) the use or occupancy of the Leased Premises or New Improvements by any Tenant Party, whether said damage or injury results from conditions arising upon the Leased Premises, New Improvements or upon other areas of the Airport, or from other sources; or (vii) any damage or loss arising from any negligent acts or omissions or willful misconduct of any other tenant, licensee, concessionaire or customer of the Airport or any other person or entity; except to the extent any of the foregoing arises from the gross negligence, willful misconduct or material breach of this Lease by Landlord.

8. DAMAGE AND DESTRUCTION.

8.1. Repair of Damage.

In the event all or any part of the Leased Premises or any New Improvements are destroyed or damaged, Tenant shall promptly repair such damage, and this Lease shall continue in full force and effect, unless Tenant shall elect to terminate this Lease as provided in Section 2.1. In the event Tenant terminates this Lease, Tenant shall clear the Leased Premises of debris and all insurance proceeds payable with respect to the Leased Premises shall be paid to Landlord.

8.2. No Abatement of Rent.

Rent payable under this Lease shall not be abated following any damage or destruction and Tenant shall receive, hold in trust for the benefit of Landlord and use all proceeds received from business interruption insurance to pay the rent and other amounts payable by Tenant under this Lease to and including the date of termination of this Lease.

8.3. Waiver by Tenant.

Tenant hereby waives the provisions of Sections 1932, 1933, and 1941 through 1942, inclusive, of the California Civil Code and of any other statute or law now or hereafter in effect which is contrary to the obligations of Tenant under this Section 8 or which relieves Tenant therefrom, or which places upon Landlord obligations to repair or restore the Leased Premises. Under no circumstances shall Landlord have any obligation to repair or replace any damaged or destroyed portion of the Leased Premises.

9. ASSIGNMENT, SUBLETTING OR ENCUMBRANCE PROHIBITED.

Tenant shall not voluntarily or by operation of law assign, sublet, transfer, license others to use, mortgage, hypothecate, grant a security interest in or otherwise encumber all or any part of Tenant's rights or interest in or to this Lease or the Leased Premises or any portion thereof. Any attempted assignment, subletting, transfer, mortgage, hypothecation, grant of a security interest in or other encumbrance in violation of this Section shall be wholly void and shall be an Event of Default under Section 12.1.3. For the purposes of this Section, any of the following shall be deemed to be a prohibited assignment, subletting, transfer, mortgage, hypothecation, grant of a security interest or other encumbrance under this Section: (i) if Tenant is a corporation, any single transaction constituting an assignment, transfer, mortgage, hypothecation, grant of a security interest or other encumbrance or other event which results, or upon foreclosure would result, in the reduction of the interest of the shareholders of record at the time of the transaction to less than a majority of any class of voting stock of Tenant, or (ii) if Tenant is a partnership or limited liability company, any assignment, transfer, mortgage, hypothecation, grant of a security interest or other encumbrance of a partnership or membership interest or interests or other event which results, or upon foreclosure would result, in the present general partner(s) or members being removed or replaced or, if the general partner(s) of the partnership or member(s) of the limited liability company is or are a corporation or other entity,

or which results, or upon foreclosure would result, in the reduction of the interest of the present shareholders or other owners of record of the corporate or other entity general partner to less than a majority of any class of voting stock or member rights of such corporation or other entity, or (iii) if Tenant is a corporation, partnership, limited liability company, trust or other entity, any single transaction or event causing a change in the direct or indirect power to direct or cause the direction of the management and policies of such business or entity.

10. EMINENT DOMAIN.

10.1. Entire or Substantial Taking.

In the event the entire Leased Premises, or such portion thereof as to make the balance not reasonably adequate for the conduct of Tenant's business, as determined by Tenant in the exercise of its reasonable judgment, shall be taken under the power of eminent domain, this Lease shall automatically terminate as of the date of the vesting of title to all or such portion of the Leased Premises in such condemning entity and Monthly Rent shall terminate effective as of the date on which the condemnor obtains a right of possession of the Leased Premises. The termination of this Lease as to all or a portion of the Leased Premises by Landlord pursuant to any right of Landlord to do so set forth in this Lease, or after an uncured Event of Default under Section 12, shall not be a taking under this Section 10.

10.2. Partial Taking.

In the event of any taking under the power of eminent domain which does not result in a termination of this Lease pursuant to Section 10.1, the Monthly Rent payable hereunder shall be reduced, effective as of the earlier of the date on which the condemnor obtains a right of possession of any portion of the Leased Premises or the date on which title vests with the condemning entity, to an amount equal to the then current Monthly Rent multiplied by a fraction, the numerator of which is the square footage of the Leased Premises remaining after such condemnation or taking and the denominator of which is the total square footage of the Leased Premises as of the date hereof. Tenant, at its expense with respect to New Improvements and at Landlord's expense with respect to the Leased Premises, shall promptly restore the remaining portion of the Leased Premises to the condition existing immediately prior to such condemnation to the extent reasonably possible, and this Lease shall continue in full force and effect as to such remaining portion; provided, however, if the taking occurs during the last year of the term of this Lease, at Tenant's option, exercised by written notice to Landlord, Tenant shall have the right to terminate this Lease.

10.3. Awards.

Except as provided below, any award or settlement proceeds for any taking under the power of eminent domain of all or any part of the Leased Premises shall be the property of Landlord, whether such award or payment shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, and any award or settlement proceeds for any taking of all or any part of the New Improvements shall be the property of Tenant. Nothing contained herein, however, shall be deemed to preclude Tenant from obtaining,

or to give Landlord any interest in, any award to Tenant for loss of or damage to Tenant's possessory interest in the Leased Premises, the New Improvements, trade fixtures and removable personal property or damages for cessation or interruption of Tenant's business; provided, however, that in determining the value of Tenant's business, all goodwill attributable to the location of Tenant's business shall belong to Landlord and any allocation of an award to Tenant representing compensation for diminution in the value of Tenant's business shall be based solely upon its historical operating results upon the Leased Premises.

10.4. Sale Under Threat of Condemnation.

A sale by Landlord to any entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes of this Section.

10.5. Condemnation by Landlord.

Nothing in this Lease shall impair, limit or otherwise affect the power of eminent domain of Landlord or the exercise of such power by Landlord or the obligation of Landlord to pay just compensation, should Landlord exercise its power of eminent domain with respect to the Leased Premises or the New Improvements.

11. SUBORDINATION.

11.1. Subordination.

Subject to the provisions of the immediately following sentence, this Lease is subject and subordinate to all mortgages, deeds of trust, bond indentures, liens, encumbrances and other security interests now or hereafter affecting Landlord's interest in the Leased Premises or the Airport, and to all renewals, modifications, replacements, consolidations and extensions thereof ("Senior Lien" and the holder thereof being a "Senior Lienholder"). Tenant shall execute and deliver to Landlord or any other party requiring confirmation of such subordination, within ten (10) calendar days following receipt of a request for such confirmation, any and all documents which may be required to effectuate such subordination. Tenant agrees that this Lease shall be amended, altered or modified in accordance with the reasonable requirements of a Senior Lienholder, so long as such amendment, alteration or modification does not alter the rights or duties of Tenant under this Lease and that Tenant's written consent to any such amendment, alteration or modification shall not be unreasonably withheld or delayed. Tenant shall give prompt written notice to each Senior Lienholder, of which Tenant has written notice, of any default of Landlord, and Tenant shall allow such Senior Lienholder a reasonable length of time (in any event, not less than thirty (30) days from the date of such notice) in which to cure such default.

11.2. Attornment.

In the event that any Senior Lien is foreclosed, Tenant, with and at the election of the purchaser or, if there is no purchaser, with and at the election of the holder of the fee title to the Leased Premises, agrees to (i) enter into a new Lease covering the Leased

Premises and the New Improvements for the remainder of the term of this Lease, on the same provisions herein provided or (ii) attorn to the purchaser and recognize the purchaser as the Landlord under this Lease, provided such purchaser agrees to assume in writing all obligations of Landlord under this Lease.

12. DEFAULTS AND REMEDIES.

12.1. Events of Default.

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

12.1.1. Insolvency and Creditor Protection.

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

12.1.2. Attachment, Execution or Other Levy.

Any attachment, execution, distraint, judicial seizure, or other process of law pursuant to which Tenant's interest or estate in the Leased Premises, the New Improvements or this Lease may be taken, occupied or used by anyone other than Tenant.

12.1.3. Assignment, Transfer, Subletting or Encumbrance.

A purported assignment, sublease, transfer, license, mortgage, grant of security interest, hypothecation or other encumbrance of Tenant's interest or estate in the Leased Premises, the New Improvements or this Lease in violation of Section 9.

12.1.4. Vacation or Abandonment.

The vacation or abandonment of the Leased Premises by Tenant.

12.1.5. Violation of Security Requirements.

The failure by Tenant to cure a violation of the Security Requirements, as provided in Sections 4.5.1 or 4.5.3.

12.1.6. Failure to Pay.

The failure by Tenant to pay any amount when due and payable hereunder, where such failure to pay continues for ten (10) days following written notice from Landlord that such amount is past due.

12.1.7. Failure to Maintain Insurance.

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

12.1.8. Failure to Maintain Letter of Credit.

The failure by Tenant to obtain, renew or replace the letter of credit required under Section 18, where such failure continues for thirty (30) days following Tenant's receipt of a written demand from Landlord to obtain, renew or replace the letter of credit, or the failure by Tenant to restore the letter of credit to the then required amount following a partial drawing under the letter of credit, where such failure continues for thirty (30) days following written demand from Landlord to restore the letter of credit.

12.1.9. Other Defaults; Failure to Cure.

The default, breach or non-performance of any covenant or provision of this Lease not otherwise described in Sections 12.1.1 through 12.1.8, where Tenant fails to cure such default, breach or non-performance within thirty (30) days after the delivery to Tenant of written notice of such default, breach or non-performance (or, in the case of a default, breach or non-performance which reasonably requires more than thirty (30) days to cure, where Tenant fails to commence such cure within said thirty (30) days or thereafter fails diligently to prosecute the same to completion).

12.2. Remedies.

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

12.2.1. Termination of Lease.

Landlord shall have the right to declare this Lease, including Tenant's leasehold estate, terminated, effective immediately upon written notice to Tenant. Upon termination of this Lease, Tenant's ownership of the New Improvements shall end automatically and Landlord shall succeed to ownership of the New Improvements free and clear of all liens or encumbrances upon Tenant's leasehold estate, the Leased Premises or upon the New Improvements. Landlord shall have the right to re-enter the Leased Premises and the New

Improvements to remove and eject all persons therefrom, to take possession thereof, and to use and enjoy the Leased Premises and the New Improvements and Landlord shall have all of the rights and remedies of a landlord provided in Section 1951.2 of the California Civil Code, which Section is incorporated herein by this reference as though set forth in full. In computing Landlord's damages pursuant to Sections 1951.2(1) and (2) of the Civil Code, the "worth at the time of award" shall be computed by allowing interest at a rate of ten percent (10%) per annum. The amount of damages which Landlord may recover in the event of such termination shall include the worth at the time of the award of the amount by which the unpaid amounts required to be paid by Tenant pursuant to Section 3, including, without limitation, Monthly Rent, for the balance of the term after the time of award exceeds the amount of such losses that Tenant proves could be reasonably avoided, computed in accordance with Civil Code Section 1951.2(4)(b), plus reasonable attorneys' fees and leasing commissions. In the event that Landlord may have lawfully reentered the Leased Premises and the New Improvements after an Event of Default hereunder without having declared this Lease terminated, Landlord shall have the right at any time thereafter to elect to terminate this Lease and all of the rights and remedies of Tenant in and to the Leased Premises and the New Improvements as provided in this Section 12.2.

12.3. Waiver of Claims.

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

12.4. Waiver of Rights of Redemption.

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

12.5. Limitation Landlord's Liens.

Landlord will not claim or have a lien on or against Tenant's motor vehicles for non-payment of rent, default by Tenant or any other reason. Landlord hereby waives any available right to have a lien on or against Tenant's motor vehicles. This provision applies to liens of any kind, be it contractual or statutory.

12.6. Cumulative Remedies.

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

to the foregoing, Landlord may exercise any other remedy now or hereafter available to a landlord against a defaulting tenant under the laws of the State of California.

12.7. Performance of Tenant's Covenants by Landlord.

In the event that Tenant at any time fails to make any payment or perform any other act under this Lease, and such failure continues for the applicable cure period specified herein, or if no cure period is specified herein, for at least five (5) business days after written notice thereof is delivered to Tenant (but only prior oral notice shall be required in an emergency), Landlord shall have the right, but not the obligation, immediately or at any time thereafter, without further notice or demand and without waiving any right or releasing Tenant from any obligation to Landlord, to make such payment or perform such other act for the account of Tenant, to the extent Landlord may deem desirable. In connection therewith, Landlord may pay reasonable expenses and employ counsel in instituting, prosecuting or defending any action or proceeding under this Lease. All sums so paid by Landlord and all expenses incurred in connection therewith, together with interest thereon at the annual rate specified in Section 3.5 shall be deemed additional rent hereunder and shall be payable to Landlord on demand. In the event such additional amounts remain unpaid within ten (10) days following the delivery to Tenant of a written demand therefor, Landlord shall have the same rights and remedies as for the nonpayment of rent.

12.8. Excuse of Performance by Landlord.

Landlord shall be under no obligation to observe or perform any covenant of this Lease on its part to be observed or performed for the benefit of Tenant, which accrues after the date of any Event of Default by Tenant, unless and until such Event of Default is cured by Tenant or waived by Landlord.

12.9. Determination of Rental Amount.

For purposes of this Section 12, the amounts due for each calendar month after termination of this Lease by Landlord pursuant to Section 12.2, shall be deemed to be the Monthly Rent, any and all other amounts due under Section 3, and any and all other amounts due to Landlord under any other provision of this Lease.

12.10. Default by Landlord.

Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation for thirty (30) days following the delivery by Tenant to Landlord of written notice specifying the obligation Landlord has failed to perform; provided, however, in the event that the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

13. SURRENDER AT END OF TERM.

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

14. HOLDOVER BY TENANT.

In the event that Tenant shall holdover in the Leased Premises after the expiration or termination of the term hereof, with the written consent of Landlord, such holdover shall be a month-to-month tenancy with respect to the Leased Premises, terminable on thirty (30) days' written notice by either party to the other party. Such holdover tenancy otherwise shall be subject to the same provisions as contained in this Lease, unless the parties execute a written agreement modifying any of the terms hereof applicable to such holdover tenancy; provided, however, that the Monthly Rent during such holdover tenancy shall be equal to one hundred fifty percent (150%) of the Monthly Rent in effect immediately prior to the Expiration Date or termination date.

15. NO OBLIGATION TO PROVIDE UTILITIES OR SERVICES.

15.1. Landlord Not Responsible.

Tenant acknowledges, for itself and its permitted subtenants, successors and assigns, that Landlord has no obligation to provide utilities or services to the Leased Premises; however, to the extent that utility services can only be provided from or through the Airport, Landlord shall not unreasonably withhold its consent to permitting utility connections or granting necessary easements to allow such utility services to be furnished to the Leased Premises, provided the cost of installation shall be borne by Tenant and Landlord shall not be required to consent to any connection or easement that interferes with the use and operation of the Airport. Landlord shall not be liable to Tenant under any circumstances for destruction, damage or loss to property, injury or death of any person, or any consequential damages, arising out of, resulting from or relating to, whether directly or indirectly, the furnishing, failure to furnish, interruption, cancellation or termination of any of said utilities or services by the providers or suppliers of any said utilities or services. Tenant shall comply with all rules, regulations and other requirements which any provider or supplier of utilities or services may establish for the use, proper functioning and protection of any said utility or service.

15.2. Fire and Security.

Landlord is not obligated to Tenant to furnish any fire fighting services or security services to the Leased Premises. Tenant acknowledges that the Leased Premises and New Improvements are within the municipal service areas of the City of Burbank and/or the City of Los Angeles.

15.3. Payment for Requested Services.

In the event that, at the written request of Tenant, Landlord provides any services with respect to the Leased Premises or New Improvements, including, but not limited to, security, janitorial, maintenance or repair service, which Landlord is not obligated to do, Tenant shall pay its proportionate share, determined by Landlord, in its sole and absolute discretion, of all charges therefor within ten (10) days following receipt of a statement for said requested services.

16. QUIET ENJOYMENT.

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

17. TRANSFER OF LANDLORD'S INTEREST.

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

18. SECURITY FOR PERFORMANCE.

As security for the full and faithful performance of each and every provision of this Lease to be performed by Tenant, concurrently with the execution of this Lease, Tenant shall obtain and deposit with Landlord an irrevocable and unconditional letter of credit in the amount of Eleven thousand four hundred and sixty seven dollars and ninety-five cents (\$11,467.95), which represents six (6) months of the applicable Monthly Rent as described in Section 3.1.1 above. The letter of credit shall be in a form acceptable to Landlord and shall be issued or accepted by a California commercial bank, in the Greater Los Angeles area, acceptable to Landlord with assets of at least five (5) billion dollars. Said letter of credit shall be effective for twelve (12) months and shall be renewed or replaced by Tenant annually on or before the thirtieth (30th) day prior to the expiration of the existing letter of credit. If Tenant fails to deliver to Landlord a renewed or replacement letter of credit in the requisite amount on or before the thirtieth (30th) day prior to the expiration of the existing letter of credit, Landlord shall be entitled to present the existing letter of credit for payment and to hold the proceeds paid under the letter of credit as security for performance of Tenant's obligations hereunder until Tenant provides the renewed or replacement letter of credit. Thereafter, if Tenant fails to deliver to

Landlord a renewed or replacement letter of credit in the requisite amount, and such failure continues for thirty (30) days following Tenant's receipt of a written demand from Landlord to renew or replace the letter of credit, such failure shall constitute an Event of Default under Section 12.1.8. In the event of an Event of Default on the part of Tenant with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent or any other amount due hereunder, Landlord may draw against all or any part of said letter of credit or utilize any proceeds paid thereunder for the payment of any amount in default, to cure any Event of Default or to repair any damage to the Leased Premises caused by Tenant. In the event that Landlord draws against any portion of said letter of credit pursuant to this Section, Tenant shall, within thirty (30) days after written demand therefor, obtain and deliver to Landlord a replacement letter of credit to restore said letter of credit to the then required amount, and Tenant's failure to do so shall be an Event of Default under Section 12.1.8 of this Lease. In the event Landlord draws against the letter of credit as provided in this Section, such action shall not constitute an election or waiver of any other rights or remedies which Landlord may have by virtue of Tenant's default.

19. RULES AND REGULATIONS OF LANDLORD.

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

20. TOXIC MATERIALS AND REMEDIATION OF CONTAMINATION.

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

20.1. Use Prohibited Without Consent.

Tenant shall not cause or permit any Toxic Materials (as defined in Section 20.16.4) to be brought onto, stored, used, generated, recycled, or disposed of (collectively "Use of Toxic Materials") in, on, under or about the Leased Premises or the New Improvements by any Tenant Party, without the prior written consent of Landlord, which Landlord shall not unreasonably withhold, condition or delay so long as Tenant demonstrates to Landlord's reasonable satisfaction that such Toxic Materials, and the quantities thereof, are necessary or useful to the Tenant Party's business and that the Tenant Party's use of such Toxic Materials shall be in compliance with all Environmental Laws (as defined in Section 20.16.2). Tenant shall demonstrate that such Toxic Materials are necessary or useful by submitting information to Landlord in accordance with Section 20.3.

20.2. Compliance with Environmental Laws.

Tenant shall cause each Tenant Party to comply, at Tenant's or such Tenant Party's sole cost, with all Environmental Laws applicable to all Toxic Materials and to the lawful conduct of the Tenant Party's business to the extent performed on or about the Leased Premises. It shall be the sole obligation of each Tenant Party to obtain any permits and approvals required for the operation of the Tenant Party's business pursuant to the Environmental Laws. To the extent such action is necessary because of any "Tenant's Contamination" (as defined in Section 20.16.3), Tenant shall or shall cause any responsible Tenant Party to investigate the site conditions and perform to completion, in the manner provided in Section 20.6, any and all investigation, clean-up, remediation, removal or restoration work: (i) necessary to bring the Leased Premises into compliance with the Environmental Laws; (ii) necessary to bring any other real property into compliance with the Environmental Laws in the event of any migration of Toxic Materials from the Leased Premises to such other real property; (iii) necessary to maintain the Leased Premises in compliance with the Environmental Laws; or (iv) required by any federal, state, regional, municipal or local governmental agency or political subdivision ("Agency") at any time during or after the term of this Lease; or (v) necessary to restore the condition of the Leased Premises to a level below regulatory action levels. The obligations of Tenant under this Section shall survive the termination of this Lease.

20.3. Disclosure.

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

20.4. Business Plan.

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

20.5. Tenant's Indemnity.

Tenant shall be solely responsible for and shall defend, indemnify and hold harmless the Landlord Parties, from and against any and all Liabilities (as defined in

Section 20.16.5) arising out of, resulting from or caused by the Use of Toxic Materials on the Leased Premises, or the presence of Toxic Materials in the soil, subsoil, or groundwater located in, on or under the Leased Premises, or the effect of Toxic Materials migrating to other real property or groundwater from the Leased Premises, but only to the extent that the Liabilities are the result of or caused by Tenant's Contamination. The indemnification by Tenant under this Section 20.5 shall survive the termination of this Lease.

20.6. Cleanup.

20.6.1. Tenant's Contamination.

Tenant shall take any and all action that any Agency lawfully requires to be taken to investigate, clean-up, remediate or remove Tenant's Contamination (the "Necessary Action"). In addition to any notification to Landlord required by Section 20.7, Tenant shall promptly furnish Landlord with a copy of all correspondence between any Tenant Party or its environmental consultants and each involved Agency concerning the Necessary Action. On or before ten (10) business days prior to Tenant or any Tenant Party's submittal of any work plans or descriptions of the Necessary Action to each involved Agency, Tenant shall furnish Landlord with a draft copy of said document for Landlord's review and comment. Landlord shall have the right to submit written comments on all aspects of the work plan to any Tenant Party and to each involved Agency, including without limitation, comments on the remediation methodology and appropriateness of clean-up levels. Tenant shall provide Landlord with written notice of all meetings with Agencies concerning the Necessary Action, which notices shall be provided where possible ten (10) business days in advance of the meeting. Landlord and its consultants shall have the right to attend and participate actively in all meetings with Agencies concerning the Necessary Action. Except in the case of an emergency, no Necessary Action shall be commenced without (i) written approval by the lead Agency, if one exists, or by all Agencies having and asserting jurisdiction over the Necessary Action and (ii) where practical, ten (10) business days written notice to Landlord. Landlord shall have the right to have a representative present on the Leased Premises at all times during the implementation of the Necessary Action by any Tenant Party. Tenant agrees that the Necessary Action will be supervised by and certified by a registered professional engineer. Tenant hereby releases the Landlord Parties from responsibility for, and indemnifies the Landlord Parties (with counsel approved by the Landlord Parties) against any Liability in connection with the Necessary Action. If any Tenant Party fails to take the Necessary Action on a timely basis, Landlord may, but shall not be obligated to, take the Necessary Action and in such event, all costs incurred by Landlord with respect thereto shall be for the account of Tenant and recoverable as additional rent hereunder.

20.6.2. Existing Contamination.

Landlord shall take, or shall cause any person legally obligated to take, any and all action which any Agency lawfully requires to be taken to investigate, clean-up, remediate or remove Existing Contamination. All provisions of Section 20.6.1 which apply to a Necessary Action by Tenant shall apply to action required to be taken by Landlord in connection with Existing Contamination. In the event that (i) Existing Contamination is

discovered during the construction of the Approved Tenant Improvements required to be constructed and installed by Tenant in the Leased Premises pursuant to Section 6.1, and (ii) Tenant delivers written notice of the discovery of Existing Contamination to Landlord within forty-eight (48) hours following the discovery thereof, and (iii) any Necessary Action required by an Agency results in either a "Cessation of Construction Activity" or a "Delay in Construction Completion," Monthly Rent shall be abated (a) ratably in proportion to the percentage of Approved Tenant Improvements required to be constructed and installed by Tenant in the Leased Premises pursuant to Section 6.1 as to which there is either a Cessation of Construction Activity or a Delay in Construction Completion and (b) for the number of normal working days, excluding weekends and holidays, of continuous Cessation of Construction Activity or Delay in Construction Completion. In either case, the abatement of Monthly Rent shall occur during a continuous period specified by Tenant following completion of construction of Approved Tenant Improvements required to be constructed and installed by Tenant in the Leased Premises pursuant to Section 6.1, and not during the period of Cessation of Construction Activity or Delay in Construction Completion. As used herein, the term "Cessation of Construction Activity" shall mean the complete cessation of construction of all or a material portion of the Approved Tenant Improvements required to be constructed and installed by Tenant in the Leased Premises pursuant to Section 6.1 caused solely by the Necessary Action required by an Agency, which was not caused by Tenant or by any Tenant Party, and the term "Delay in Construction Completion" shall mean the period of time, measured in normal working days and excluding weekends and holidays, during which completion of construction of the Approved Tenant Improvements required to be constructed and installed by Tenant in the Leased Premises pursuant to Section 6.1 is delayed solely by the Necessary Action required by an Agency, which was not caused by Tenant or by any Tenant Party. Landlord's sole obligation and liability arising out of the discovery or presence of Existing Contamination shall be as set forth in the first three sentences of this Section 20.6.2, irrespective of the theory of liability or the facts supporting any such theory. Tenant hereby assumes the risk of, waives, releases and forever discharges the Landlord Parties from and against, and covenants not to bring any action or proceeding against the Landlord Parties as a result of, any delay in construction, prevention of construction, increase in the cost of New Improvements, loss or adverse effects upon Tenant's financing, loss of rental income or subtenants, diminution in the value of the Leased Premises, or any and all other Claims arising out of or resulting from the discovery or presence of Existing Contamination on, in, under or about the Leased Premises.

20.7. Notice.

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

20.8. Storage and Use of Toxic Materials.

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

20.9. Disposal of Toxic Materials.

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

20.10. Safety.

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

20.11. Fees, Taxes and Fines.

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

20.12. Delivery of Documentation.

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

20.13. Annual Site Investigation.

In addition to Landlord's right of access to the Leased Premises set forth in Section 1.5, Landlord shall have the right, but not the obligation, to conduct annually an environmental inspection and assessment of the Leased Premises during each year of the term of this Lease, either alone or in conjunction with other areas of the Airport, and to utilize the

services of an environmental consultant or consulting firm for such inspection and assessment. Tenant shall pay, as additional rent hereunder, fifty percent (50%) of the reasonable cost of each such annual inspection applicable to the Leased Premises. If the environmental inspection and assessment of the Leased Premises discloses the existence of any Tenant's Contamination, Tenant shall take any and all Necessary Action as provided in Section 20.6. In the event that Landlord elects not to conduct an annual environmental inspection and assessment, or if Landlord's environmental inspection and assessment fails to discover or disclose any Tenant's Contamination, Tenant shall not be excused from performing its obligations or relieved from liability to Landlord under this Section 20.

20.14. Environmental Assessment at End of Lease Term.

On or before the expiration or termination of this Lease, Tenant shall take any and all action required to be taken under the Environmental Laws in order to: (i) surrender the Leased Premises to Landlord free of any and all Toxic Materials present in amounts exceeding then applicable Agency action levels as a result of Tenant's Contamination; and (ii) close or remove any storage tanks in, on, under or around the Leased Premises to the extent installed by Tenant, unless otherwise directed in writing by Landlord. Such closure or removal shall be deemed to constitute Necessary Action within the meaning of Section 20.6 hereof, and all the provisions of Section 20.6 relating to Necessary Action shall be applicable to such closure and removal. Unless waived in writing by Landlord, Tenant, within ninety (90) days of commencement of this Lease and within ninety (90) days prior to the expiration or termination of this Lease or prior to any permitted assignment or subletting of all or any portion of the Leased Premises, shall provide to Landlord a written report certifying that each Tenant Party is in compliance with the Environmental Laws, or, if this Lease is expiring or terminating, that each Tenant Party has complied with the provisions of this Section 20. This report shall contain the following information: (i) a list of all permits issued under Environmental Laws regulating each Tenant Party's business on the Leased Premises and a description of all such permits; (ii) for each permit on the list, a description of the particular area or operation that requires compliance with such permit by a Tenant Party; (iii) for each permit on the list, a description of each Tenant Party's compliance program for the Environmental Law or corresponding regulatory program; (iv) for each permit on the list, a list of all alleged violations for the prior calendar year or Annual Period, or an affirmative statement that there were no alleged violations during said period; (v) copies of environmental assessments or compliance audits done during the prior calendar year; and (vi) a certification. The certification shall be signed and notarized by an appropriate corporate manager of Tenant who has direct responsibility for environmental compliance at the Leased Premises. The certification shall state as follows: "I, (name), am an employee of (Tenant's name). My title is (Title). My job responsibilities include direct responsibility for monitoring and assessing environmental compliance at (Leased Premises). This report has been prepared by me or under my direct supervision during the course of my employment for (Tenant's name). I hereby certify that I have personal knowledge of the facts in the report and that said facts are true, accurate and complete. I also certify that (the Leased Premises) are in compliance with all applicable federal, state and local environmental laws except to the extent otherwise disclosed in this report. (Signature, notary seal and date.)" Tenant shall bear all costs of such reports and shall reimburse Landlord for any and all reasonable out-of-pocket costs incurred by Landlord in connection with its review of such

report. From time to time during the Lease term, but no more often than once per Annual Period, Landlord shall have reasonable access to the Leased Premises to conduct an environmental assessment to audit Tenant's compliance with Environmental Laws.

20.15. Prohibited Substances.

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

20.16. Definitions.

20.16.1. Contamination.

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

20.16.2. Environmental Laws.

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

20.16.3. Tenant's Contamination.

The term "Tenant's Contamination" means any spilling, discharging, releasing or disposing of Toxic Materials by any Tenant Party or by any other persons subject to any Tenant Party's control on, in, under or about (i) the leased premises under the Former Lease from and after March 1, 1998, to and including the date Tenant vacates the leased premises under the Former Lease, or (ii) the Leased Premises or the New Improvements from and after the Lease Commencement Date, and until the termination of this Lease and the surrender of possession of the Leased Premises and the New Improvements to Landlord, but shall not include any discharge or release migrating to the Leased Premises from other portions of the Airport or other adjacent real property. Landlord and Tenant agree that, in any action or proceeding between one or more Tenant Parties and Landlord Parties in which it is necessary for the finder of fact to determine whether Contamination is Tenant's Contamination, for purposes of interpreting or applying the provisions of this Lease relating to Contamination, all Contamination constitutes Tenant's Contamination except to the extent that a Tenant Party can prove, either (i) by a preponderance of admissible direct evidence, without the use of

circumstantial evidence, or (ii) by clear and convincing admissible evidence, which may include the use of admissible circumstantial evidence, that some or all of the Contamination is not Tenant's Contamination.

20.16.4. Toxic Materials.

The term "Toxic Materials" means any hazardous or toxic materials, pollutants, effluents, contaminants, radioactive materials, flammables, explosives, pesticides, chemicals known to cause cancer or reproductive toxicity, emissions, wastes or any other chemicals, materials or substances, whose handling, storage, release, transportation or disposal is or becomes prohibited, limited or regulated by any federal, state, county, regional or local authority or, even if not so regulated, is or becomes known to pose a hazard or potential threat to the health and safety of any person or to the environment. The term Toxic Materials shall include, without limitation, the following compounds: (i) asbestos, (ii) petroleum, petroleum by-products, and petroleum degradation products, (iii) polychlorinated biphenyls, (iv) all substances now or hereafter defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, Section 101 (14), 42 U.S.C. Section 9601(14), including petroleum, crude oil, and any fractions thereof, (v) all substances now or hereafter defined as "extremely hazardous substances" pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, Section 302(a), 42 U.S.C. Section 11002(a), (vi) all substances now or hereafter defined as "hazardous waste" by Section 25117 of the California Health and Safety Code, (vii) all substances now or hereafter designated by the Governor of the State of California as substances known to the state to cause cancer or reproductive toxicity pursuant to California Health and Safety Code Section 25249.8, (viii) all substances now or hereafter defined as an "economic poison" pursuant to California Health and Safety Code Section 12753, and (ix) all substances now or hereafter defined as "extremely hazardous waste" pursuant to California Health and Safety Code Section 25115.

20.16.5. Liabilities.

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

21. ESTOPPEL CERTIFICATE.

21.1. Delivery.

Tenant, from time to time upon not less than ten (10) days' prior written notice from Landlord, shall execute, acknowledge and deliver to Landlord a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (ii) setting forth the dates to which the rent, fees and other charges, if any, are paid; and (iii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder (or specifying such defaults if any are claimed).

21.2. Reliance.

Any such statement may be relied upon by any encumbrancer of the Leased Premises or any Senior Lienholder or underwriter of debt financing for all or any portion of the Airport. Tenant's failure to deliver such statement within such time shall be conclusive evidence upon Tenant that: (i) this Lease is in full force and effect, without modification except as may be represented by Landlord; (ii) there are no uncured defaults in Landlord's performance; and (iii) not more than one month's installment of rent has been paid in advance.

22. MISCELLANEOUS.

22.1. Lease Interpretation.

22.1.1. Incorporation of Prior Agreements; Amendments.

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

22.1.2. No Representations by Landlord.

Tenant acknowledges that no Landlord Party has made any representations, warranties or promises with respect to the Leased Premises or the Airport, except as herein expressly set forth. Tenant acknowledges that it has not executed this Lease in

reliance upon any representations, warranties or promises of any Landlord Party with respect to the Leased Premises or the Airport, except as herein expressly set forth.

22.1.3. Examination of Lease.

Submission of this Lease for examination or signature by Tenant does not constitute a reservation of or option for a lease, and it is not effective as a lease or otherwise until its execution and delivery by both Landlord and Tenant.

22.2. Disclaimer of Partnership or Agency.

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

22.3. Waivers.

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

22.4. Successors and Assigns.

The provisions contained in this Lease shall bind and inure to the benefit of Landlord, Tenant and, except as otherwise provided in this Lease, their respective successors and assigns.

22.5. Headings.

The Section headings, paragraph captions and marginal headings contained in this Lease are for convenience only and shall have no effect in the construction or interpretation of any provision hereof.

22.6. Notices.

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

To Landlord: Burbank-Glendale-Pasadena
 Airport Authority,
 2627 Hollywood Way
 Burbank, CA 91505
 Attn: Executive Director

To Tenant: MV Transportation, Inc.
 4620 Westamerica Drive
 Fairfield, California 94534

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

22.7. Brokers.

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

22.8. Recording.

Tenant shall not record this Lease; however the parties shall execute, deliver and record a memorandum thereof.

22.9. Governing Law.

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

22.10. Signs.

Tenant shall not, without the prior written consent of Landlord, install or affix any signs or advertisements on or to the exterior of the Leased Premises, New Improvements or the Airport.

22.11. Attorneys' Fees.

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

22.12. Force Majeure.


If either party hereto shall be delayed in or prevented from the performance of any act required hereunder by reason of acts of God, labor troubles, inability to procure materials, restrictive governmental laws or regulations, delays arising from environmental remediation, or other causes without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall the rent commencement date or excuse Tenant from the prompt payment of any rent or other charge required of Tenant hereunder, except as may be expressly provided elsewhere in this Lease.

22.13. Time of Essence.

Time is of the essence of every provision of this Lease in which time is a factor.

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

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

By: 
Print Name: DON BROWN
Title: PRESIDENT

MV TRANSPORTATION, INC.


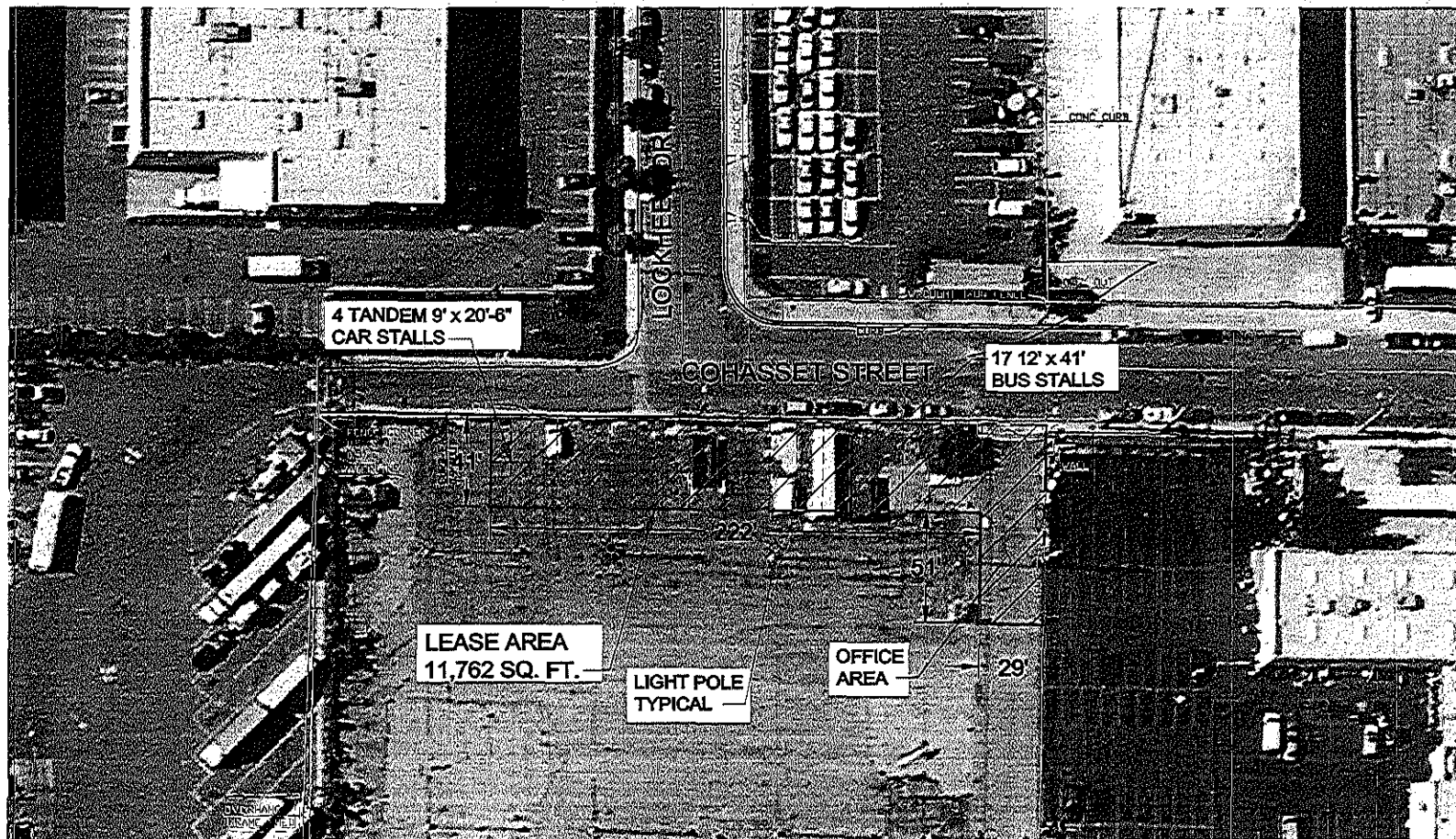
By: 
Print Name: DANIEL P. LEE
Title: DIRECTOR, CONTRACTS

Exhibit A
LEASED PREMISES

\\DRAWINGS\OTHER\LEASE\MV TRANSPORTATION.dwg Aug 23, 2011 4:06pm



MV TRANSPORTATION



EXHIBIT A

DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY

		AIRPORT AUTHORITY APPROVAL AIRPORT ENGINEER	PROJECT: MV TRANSPORTATION	SHEET TITLE: LEASE EXHIBIT	DATE: 08/11 DRAWN BY: CHECKED BY: APPET No. 1 OF 1 REV.
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Exhibit B

FAA GRANT AGREEMENT ASSURANCES

NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

Exhibit C

POLICY ON TENANT IMPROVEMENTS



**REQUEST FOR APPROVAL
PROPOSED TENANT IMPROVEMENT**

1. INFORMATION

Tenant _____ Building # _____
Name of Contact _____ Phone # _____
Address _____ E mail: _____
Describe Proposed Improvements * _____

Estimated cost of improvements _____
Estimated start date _____ Completion date _____

***Attach sketches or drawings as required to clearly indicate the type, size, height and location of proposed improvements.

2. PRELIMINARY APPROVALS

Airport Administration: Approved/Disapproved _____ Date _____
Comments _____

Airport Engineering: Approved/Disapproved _____ Date _____
Comments _____

Airport Operations: Approved/Disapproved _____ Date _____
Comments _____

3. FINAL REVIEW AND APPROVAL

Airport Operations	(Reviewed by) _____	Date _____
Contracts & Properties	(Reviewed by) _____	Date _____
Engineering Department	(Reviewed by) _____	Date _____
Environmental & Noise	(Reviewed by) _____	Date _____
Fire Department	(Reviewed by) _____	Date _____
IT Department	(Reviewed by) _____	Date _____
Maintenance Department	(Reviewed by) _____	Date _____
Safety & Security	(Reviewed by) _____	Date _____

4. PRE-CONSTRUCTION

Contractor _____ License # _____
Address _____
Contract Price _____ Phone # _____
Construction Commencement Date _____ End Date _____

***Be sure to have a Certificate of Insurance, Material and Labor Bond and an Indemnification & Defense Agreement.

Tenant Representative (Signed) _____ Date _____

5. FINAL APPROVAL

Airport Engineering (Reviewed by) _____ Date _____

INSTRUCTIONS FOR COMPLETING THIS FORM

The following procedures are to be followed by all Airport Tenants desiring to make improvements to their leasehold. Close adherence to the procedures and regulations outlined below will greatly aid in expediting the processing and approval of each Proposed Improvement.

1. Tenant shall complete Section 1 of this form and submit to: Burbank-Glendale-Pasadena Airport Authority, Administration Department, 2627 Hollywood Way, Burbank, CA 91505.
2. Upon receipt of this Request Form, Airport Administration will review the Proposed Improvement and, if the proposal is considered to be basically acceptable, it will then be forwarded to Airport Engineering for further review and evaluation. However, if the proposal is not considered to be basically acceptable, the Request Form will be returned to the Tenant accompanied by a written statement from the Authority as to why the request is being denied at this stage.
3. The Airport Administration and Engineering departments will determine any impact of the Proposed Improvement on the Airport Master Plan, Airport Facilities, Navigable Airspace Requirements of Federal Aviation Regulations Part 77, and/or if it conforms to the Airport Rules and Regulations. Upon completion the form will be returned to the Tenant. The form will indicate whether preliminary approval has been granted, and if not granted, the reason for denial.
4. Upon receipt of preliminary approval, the Tenant shall proceed with preparing final plans and specifications for the Proposed Improvement. The plans and specifications shall conform to the following requirements: five (5) sets of plans and specifications shall be submitted by the Tenant with this form to Airport Engineering for review by the Airport Operations Department, Airport Safety & Security, Airport Maintenance, Airport Fire Department, Authority Insurance Underwriter, and final review and approval by Airport Administration.
5. After the plans have received final approval and the Tenant has received written confirmation of this approval on this form, the Tenant shall then complete Section 4 and re-submit this form to the Authority, notifying Engineering of their intent to begin construction. Prior to receiving approval to begin construction and after all insurance and bond requirements have been satisfied, an Indemnification & Defense Agreement has been submitted to the Authority, and Building permits and any other necessary permits are on file with the Authority, a pre-construction meeting must be held in the Authority Administrative offices. When all of these requirements have been satisfied, approval to begin construction will be granted on the form and a copy returned to the Tenant.
6. All Tenants shall, within thirty (30) days after completion, submit to Airport Engineering one set of "as built" plans. Also, an itemized summary of construction costs shall be forwarded to Airport Administration. The itemized summary shall be signed by the contractor and notarized.

NOTES: a.) For smaller projects costing less than \$5,000, the Authority may, at its discretion, waive any or all of the above requirements.
b.) Airport approval does not constitute a substitution of approval from any other governmental agency having jurisdiction.

PLANS AND SPECIFICATIONS

Plans shall be drawn to scale and dimensioned on standard size drawing sheets for future reference and file retention, and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that it conforms to the provisions of the governing codes, ordinances, rules and regulations. The minimum number of drawings normally acceptable with each set of plans submitted for final review and approval will generally consist of a plot plan, foundation plan, floor plan, elevations, framing section and details. Electrical, plumbing, heating and air conditioning plans and details shall be submitted when applicable. Foundation recommendations, including calculations and a soils investigation report shall be submitted when appropriate or requested by Airport Engineering. All design documents, including required calculations, shall be prepared, stamped, and signed by a licensed professional engineer or architect registered in the State of California. Engineers shall be licensed for the specific discipline required. Drawings/specifications and/or calculations prepared by contractors and/or fabricators will not be acceptable.

OTHER REQUIREMENTS

INSURANCE

Contractor shall take out and maintain during the period of the Contract the following insurance and amounts unless a larger amount is specified on the Approval Request Form:

Comprehensive General Liability: \$1,000,000 single limit for combined Bodily Injury and Property Damage for each occurrence.
\$1,000,000 for Personal Injury for each occurrence.

Comprehensive Automobile Liability: \$1,000,000 single limit for combined Bodily Injury and Property Damage for each occurrence.

Workers' Compensation: California statutory requirements

Liability policies shall name the Burbank-Glendale-Pasadena Airport Authority as an Additional Insured. Certificates of Insurance on all policies shall be filed with Airport Engineering. Each of said insurance policies shall contain a provision requiring the insurer to notify the Burbank-Glendale-Pasadena Airport Authority ten (10) days prior to the cancellation or material change in the Policy.

BOND

The Tenant shall require the contractor to obtain a material and labor bond equal to the contract price of the work. A copy of said bond shall be forwarded to Airport Engineering.

INDEMNIFICATION & DEFENSE AGREEMENT

The Tenant and its Contractor agree to and do hereby indemnify, defend and hold harmless the Burbank-Glendale-Pasadena Airport Authority, and its officers, agents, employees and contractors from all claims, demands, liabilities, losses, damages, costs and expenses, of any nature whatsoever, caused by or arising from, directly or indirectly, any act or omission (including, without limitation, negligent acts, negligent omissions, willful misconduct and any violation of the terms of that certain Lease between Tenant and Authority in, on or near the Bob Hope Airport by Contractor, or its subcontractors, agents or employees (including without limitation work done by Contractor for Tenant on Tenant's leased premises).

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 16, 2020**

**GRANT OF SIDEWALK EASEMENT
TO CITY OF BURBANK**

SUMMARY

Staff seeks Commission approval to grant the City of Burbank ("City") a sidewalk easement, copy attached, that is being requested by the City as part the Conditions of Approval with the developer of Avion Burbank.

The City has identified street and sidewalk improvements that Avion Burbank must undertake as part of its project. The proposed improvements extend the City sidewalk approximately 3 feet onto Authority property for a 100 feet length along Hollywood Way north of the intersection of Hollywood Way and Winona. The City has requested this sidewalk easement in order to facilitate the improvements the City is requiring of the Avion Burbank developer, Burbank Industrial Industries, LP ("BII") and its managing partner, Overton Moore Properties, Inc. ("OMP").

BACKGROUND

BII is constructing the Avion Burbank development on the former Trust Property north of Lot A and east of the Adjacent Property. As a condition of the City's development approvals and permits, BII is responsible for several improvements along Hollywood Way within the City's right of way.

The proposed improvements at the intersection of Hollywood Way and Winona cause the City sidewalk to extend approximately 3 feet onto Authority property.

DETAILS

The proposed sidewalk easement, if approved, allows for the developer to construct the sidewalk in what is currently a grass area at the entrance to Lot A. Responsibility for maintaining the sidewalk within the easement transfers to the City.

For reference, if the Authority proceeds with construction of the Replacement Passenger Terminal on the preferred site, this entire area including the intersection will be reconstructed in order to meet one of the Conditions of Approval contained in the Development Agreement between the City and the Authority. The sidewalk that BII is required to install will ultimately become incorporated into Hollywood Way. The proposed sidewalk easement anticipates the future potential for further action in relation to the development of a Replacement Passenger Terminal.

Work undertaken by the developer and its designees within the easement area will be overseen by a representative of the Airport Staff from the Engineering Department as necessary.

COST

There is no cost to the Authority associated with the proposed sidewalk easement. The cost of the construction of the reconstructed sidewalk is the responsibility of BII. Once completed, the City becomes responsible for maintenance and repairs within the easement area.

RECOMMENDATION

Staff recommends that Commission approve the proposed sidewalk easement with the City.

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

Burbank Industrial Investors, LP
19300 South Hamilton Avenue
Suite 200
Gardena, CA 90248
Attn: Timur Tecimer

With copies to:

Burbank-Glendale-Pasadena Airport Authority
2627 N. Hollywood Way
Burbank, CA 91505
Attn: Executive Director

and

Olive Avenue
Burbank, CA 91505
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SIDEWALK EASEMENT

This SIDEWALK EASEMENT ("Easement") is dated as of _____, 2020 (the "Effective Date"), and is entered into by and among the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a California joint powers agency ("Grantor"), BURBANK INDUSTRIAL INVESTORS, LP, a Delaware limited partnership ("Developer") and the CITY OF BURBANK, a California municipal corporation ("Grantee").

RECITALS

A. Grantor owns the land in the City of Burbank described on the attached Exhibit "A" ("Burdened Property").

B. Developer owns land in the City of Burbank adjacent to the Burdened Property that is described on the attached Exhibit "B" ("Developer Property").

C. Grantee (i.e., the City of Burbank) has conditioned Developer's development of the Developer Property upon (among other things): (i) Developer obtaining from Grantor a sidewalk easement on the Burdened Property for Grantee; and (ii) Developer improving such easement area with sidewalk and ancillary improvements ("Required Sidewalk Improvements").

D. Grantor will require that the sidewalk easement terminate (and that Grantor then be able to remove the Required Improvements) when Grantor desires to satisfy Condition #44 in Exhibit G of the Development Agreement dated January 10, 2017 between Grantee (i.e., the City

of Burbank) and Grantor, recorded as Instrument No. 20170351425, so that Grantor may proceed with the development on property owned by Grantor that is adjacent to the Burdened Property. Such condition of approval is hereinafter referred to as the "Grantor/Grantee DA Condition of Approval".

E. Grantor will subsequently convey a replacement easement sufficient to permit Grantee to accept, maintain and repair the improvements constructed pursuant to the Grantor/Grantee DA Condition of Approval.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual terms and covenants contained herein, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, without representation or warranty, express or implied, and subject to all matters of record and all matters visible upon inspection, a non-exclusive easement over the Burdened Property in its current "AS IS" condition for the installation, repair and maintenance of a public sidewalk, and agrees that Developer may construct the Required Sidewalk Improvements thereon.

2. Duration/Term; Termination of Separate Maintenance Easement. Upon written notice by Grantor to Grantee that Grantor terminates this Easement in order to proceed with the work on the Burdened Property necessary to comply with the Grantor/Grantee DA Condition of Approval, this Easement shall terminate (except for obligations under this Easement arising prior to such termination), and Grantor may remove the Required Sidewalk Improvements. Upon termination of this Easement, that certain maintenance easement granted by Grantor to Grantee, and accepted by Grantee, in that certain Easement Deed recorded on April 15, 2011 as Instrument No. 20110549804 in the Official Records of Los Angeles County, California shall also terminate with respect to the Burdened Property and any other property it encumbers that is necessary for Grantor to comply with the Grantor/Grantee DA Condition of Approval (except for obligations thereunder arising prior to such termination).

3. Replacement Easement for Terminated Easement. Upon completion of the improvements constructed pursuant to the Grantor/Grantee DA Condition of Approval, Grantor shall convey to Grantee a replacement easement for such improvements sufficient for Grantee to accept, maintain and repair such improvements.

4. Construction of Required Sidewalk Improvements. Developer shall give Grantor at least seven (7) business days' prior written notice of the commencement of construction of the Required Sidewalk Improvements, shall obtain all required governmental approvals and permits necessary prior to commencing construction, and shall diligently prosecute the Required Sidewalk Improvements to completion in accordance with applicable law.

5. Insurance. Developer shall obtain and maintain reasonable liability insurance for the construction work naming Grantor and Grantee as additional insureds, and shall promptly provide Grantee and Grantor with insurance certificates prior to commencing work.

6. Maintenance and Repair. Upon Grantee's acceptance of the Required Sidewalk Improvements, Grantee shall maintain the Required Sidewalk Improvements in good condition and repair at its cost.

7. Grantee Cure Rights. If Grantee fails to maintain or repair the Required Sidewalk Improvements, and such failure continues for thirty (30) days after written notice detailing the specific failure(s) from Grantor, then Grantor may (but shall have no obligation to) cure the failure, and Grantee shall, within thirty (30) days after written demand from Grantor (including evidence of payment of costs), reimburse Grantor for the documented out-of-pocket costs incurred by Grantor in curing such failure.

8. No Alteration of Improvements. Neither Developer nor Grantee shall alter or expand the Required Sidewalk Improvements without prior written consent of Grantor.

9. Developer Indemnity Obligations. Developer shall defend, indemnify and hold Grantor and Grantee harmless from and against any and all claims, liabilities, causes of action, losses, damages and costs incurred as a result of, or relating directly or indirectly to construction activities by Developer or its contractors (and any mechanics or materialmen's liens arising from such work).

10. Grantee Indemnity Obligations. Grantee shall defend, indemnify and hold Grantor, harmless from and against any and all claims, liabilities, causes of action, losses, damages and costs incurred as a result of Grantee's active negligence or willful misconduct during maintenance or repair of the Required Sidewalk Improvements as required above.

11. Miscellaneous.

(a) Notices. Any notice to be given under or in connection with this Easement shall be in writing and shall be deemed to have been given: (i) one (1) business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, or (ii) two (2) business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows (except that any party may change its address for notices by a notice given in accordance with this Section):

If to Grantor: Burbank-Glendale-Pasadena Airport Authority
2627 N. Hollywood Way
Burbank, CA 91505
Attn: Executive Director

If to Developer: Burbank Industrial Investors, LP
c/o Overton Moor Properties
19300 South Hamilton Avenue, Suite 200
Gardena, CA 90248
Attn: Timur Tecimer

If to Grantee: City of Burbank
275 E. Olive Avenue
Burbank, CA 91505
Attn: City Manager

(b) No Assignment. This Easement shall not be assigned.

(c) Runs With Land; Recording. The covenants, agreements, obligations and rights contained herein and shall run with, encumber and burden the Burdened Property and all successors in interest to the Burdened Property. This Easement shall be recorded in the Official Records of Los Angeles County.

(d) Governing Law. This Easement shall be governed by and interpreted under the laws of the State of California.

(e) Severability. If any provision of this Easement shall for any reason be held to be invalid, illegal or unenforceable by any court of competent jurisdiction, the validity of the other provisions of this Agreement shall in no way be affected thereby.

(f) Counterparts. This Easement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement and instrument.

(g) Further Acts. Each of the parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the parties and carry out the terms of this Easement.

(h) Entire Agreement. This Easement constitutes the entire agreement of the parties with respect to the specific subject matter hereof, and supersedes all prior or contemporaneous agreements, whether written or oral.

(i) Time of Essence. Time is of the essence of each and every provision of this Easement in which time is a factor.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the date first above written.

GRANTOR:

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY

By: _____
Print Name: _____
Title: _____

GRANTEE:

CITY OF BURBANK

By: _____
Print Name: _____
Title: _____

DEVELOPER:

BURBANK INDUSTRIAL INVESTORS, LP

By: Tim Tecina
Print Name: Tim Tecina
Title: Mgr

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, (insert name and title of the officer)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

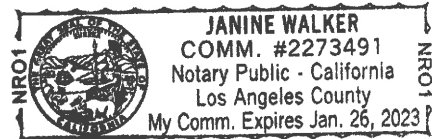
On 11/9/2020, before me, JANINE WALKER,
(insert name and title of the officer)

Notary Public, personally appeared TIMUR TEJMER,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same
in his/~~her~~/their authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janine Walker



(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE BURDENED PROPERTY

(Attached.)

EXHIBIT "A"
EASEMENT FOR SIDEWALK PURPOSES

SHEET 1 OF 1

"LEGAL DESCRIPTION"

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS PARCEL "A SOUTH" IN DOCUMENT RECORDED NOVEMBER 19, 1999 AS INSTRUMENT NO. 99-2219082 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A STRIP OF LAND, 3.00 FEET IN WIDTH, THE EASTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL "A SOUTH", SAID NORTHEAST CORNER BEING DISTANT WESTERLY 50.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF HOLLYWOOD WAY AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 113, PAGES 90 AND 91 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL, SOUTH 1°01'56" WEST 98.65 FEET TO A POINT ON THE NORTHERLY LINE OF THAT 30.00 FEET WIDE STRIP OF LAND AS DESCRIBED IN GRANT DEED RECORDED ON JANUARY 27, 1978 AS INSTRUMENT NO. 78-108391 OF OFFICIAL RECORDS OF SAID COUNTY;

THE SIDELINES OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED NORTHERLY TO TERMINATE IN THE NORTHERLY LINE OF SAID PARCEL "A SOUTH" AND PROLONGED OR SHORTENED SOUTHERLY TO TERMINATE IN SAID NORTHERLY LINE OF 30.00 FOOT WIDE STRIP OF LAND.

CONTAINS: 296 SQUARE FEET OR 0.007 ACRES MORE OR LESS.

SEE **EXHIBIT "B"** ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

Last Update: 10/5/20
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Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

BRIAN L. THIENES
P.L.S. NO. 5750
REG. EXP. DEC. 31, 2021

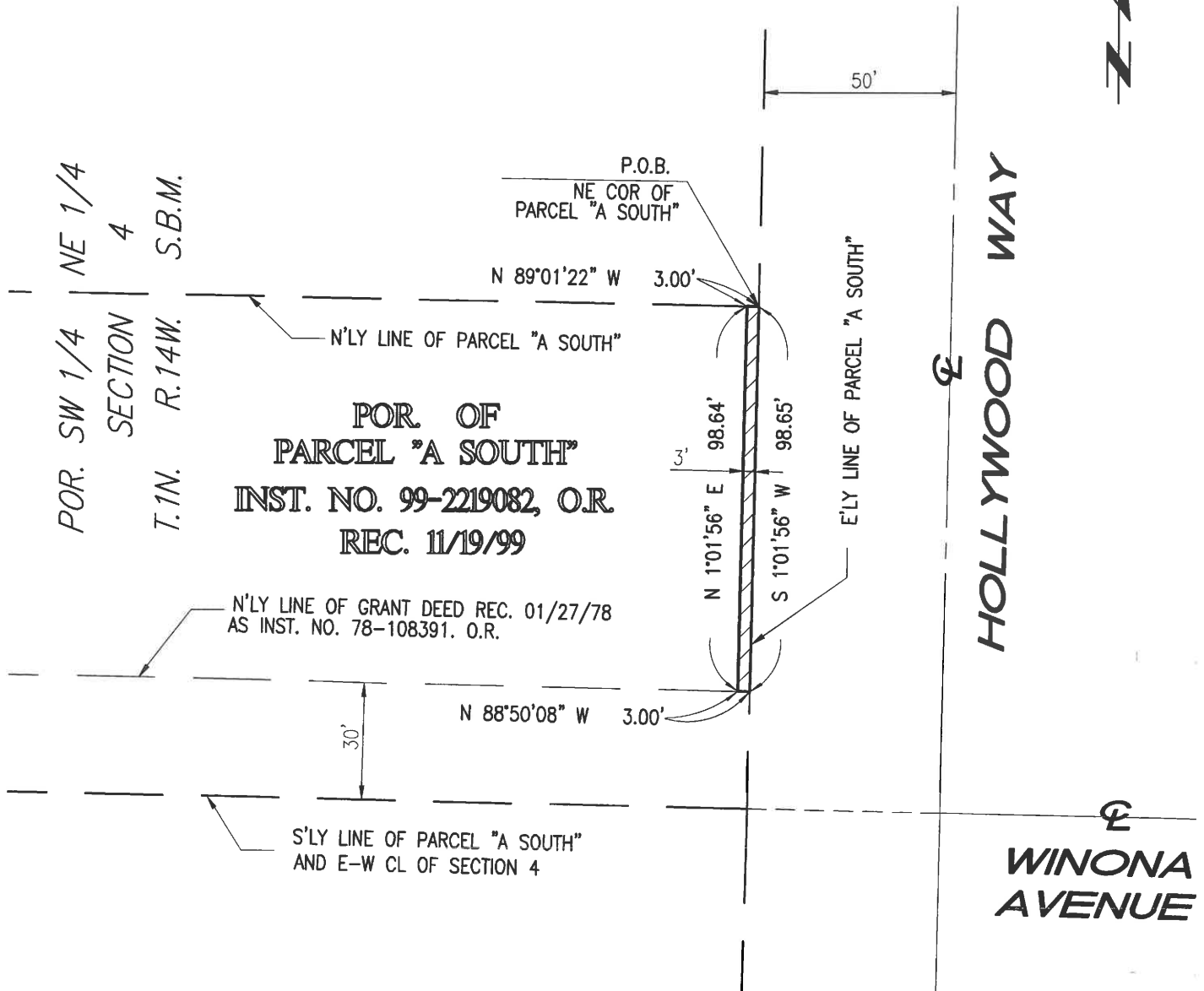
10/5/20
DATE



SCALE: 1" = 40'

SHEET 1 OF 1

EXHIBIT "B"
EASEMENT FOR SIDEWALK PURPOSES
"PLAT"



LEGEND:



INDICATES EASEMENT
FOR SIDEWALK PURPOSES
CONTAINS: 296 SQ. FT.
± 0.007 AC

Last Update: 10/5/20
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LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

[Signature]
BRIAN L. THIENES
P.L.S. NO. 5750
REG. EXP. DEC. 31, 2021

10/5/20

DATE



EXHIBIT “B”

DESCRIPTION OF THE DEVELOPER PROPERTY

(Attached.)

EXHIBIT "B"

DESCRIPTION OF THE DEVELOPER PROPERTY

ORDINANCE NO. 19-3,916

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK APPROVING PROJECT NO. 16-0004646, WHICH INCLUDES A PLANNED DEVELOPMENT, TEN-YEAR DEVELOPMENT AGREEMENT, DEVELOPMENT REVIEW, AND TENTATIVE PARCEL MAP NO. 74417 AND FINDINGS FOR CONVENIENCE OR NECESSITY FOR THE AVION BURBANK PROJECT (PLANNED DEVELOPMENT NO. 16-0004646), CONSISTING OF SIX (6) INDUSTRIAL FLEX BUILDINGS TOTALING 1,004,307 SQUARE FEET; NINE (9) TWO-STORY OFFICE BUILDINGS TOTALING 142,250 SQUARE FEET; TWO SINGLE-STORY RETAIL/RESTAURANT BUILDINGS TOTALING 15,475 SQUARE FEET, A SIX-STORY, 150 ROOM HOTEL, AND SUBDIVIDING THE PROJECT SITE INTO NINE (9) PARCELS, AND RELATED PUBLIC AND PRIVATE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE REDEVELOPMENT OF A VACANT 61-ACRE SITE AT 3001 N. HOLLYWOOD WAY.

IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCEL 3rd AND PORTIONS OF PARCELS 4th, 5th, 6th, 7th AND 8th AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF
BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BK. 113, PG. 80 AND 91 OF RECORD OF SURVEY, IN THE OFFICE OF THE
COUNTY CLERK OF SAID COUNTY, AND PORTIONS OF THE W 1/2 OF THE NE 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SEC. 4,
T. 1 N., R. 14 W., S. 34 N. IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.



SHEET 1	OVERVIEW & EXISTING	PROPOSED PARCELS
SHEET 2	EXISTING EASEMENTS	PROPOSED EASEMENTS
SHEET 3	AND EXISTING LEGAL DESCRIPTIONS	
SHEET 4	PROJECT SUMMARY	SURVEYOR'S NOTES
SHEET 5	DETAIL SHEET (80 SCALE)	
SHEET 6	DETAIL SHEET (80 SCALE)	
SHEET 7	DETAIL SHEET (80 SCALE)	

INDICATES EXISTING PARCELS
AS DESCRIBED ON SHEET 2.

PARCEL 1
271.028 SQ. FT.
6.22 ACRES
BUILDING 1

PARCEL 1:	271,028 SQ. FT. (NET)
	6.22 ACRES (NET)
PARCEL 2:	353,707 SQ. FT. (NET)
UNBUILDING 2:	8.12 ACRES (NET)
PARCEL 3:	313,929 SQ. FT. (NET)
UNBUILDING 3:	7.20 ACRES (NET)
PARCEL 4:	544,708 SQ. FT. (NET)
UNBUILDING 4:	12.48 ACRES (NET)
PARCEL 5:	202,667 SQ. FT. (NET)
UNBUILDING 5:	4.65 ACRES (NET)
PARCEL 6:	324,445 SQ. FT. (NET)
UNBUILDING 6:	7.45 ACRES (NET)
TOTALS:	2,008,145 SQ. FT. (NET)
	46.12 ACRES (NET)

THE FOLLOWING IS OUTSIDE OF
THE PARCEL MAP BOUNDARY

1. WIDE SAN
FERNANDO RD.
(MT-SITE) 1,050 SQ. FT.
0.02 ACRES

[illegible]

BURBANK INDUSTRIAL INVESTORS, LP
c/o OVERTON MOORE PROPERTIES
9300 HAMILTON AVENUE, SUITE 200
GARDENA, CALIFORNIA 90248
PHONE: (310) 323-9100
FAX: (310) 608-7997

OVERTON MOORE PROPERTIES
9300 HAMILTON AVENUE, SUITE 200
GARDENA, CALIFORNIA 90248
PHONE: (310) 323-9100
FAX: (310) 608-7997

THIENES ENGINEERING, INC.
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PHONE: (714) 521-4811
FAX: (714) 521-4173

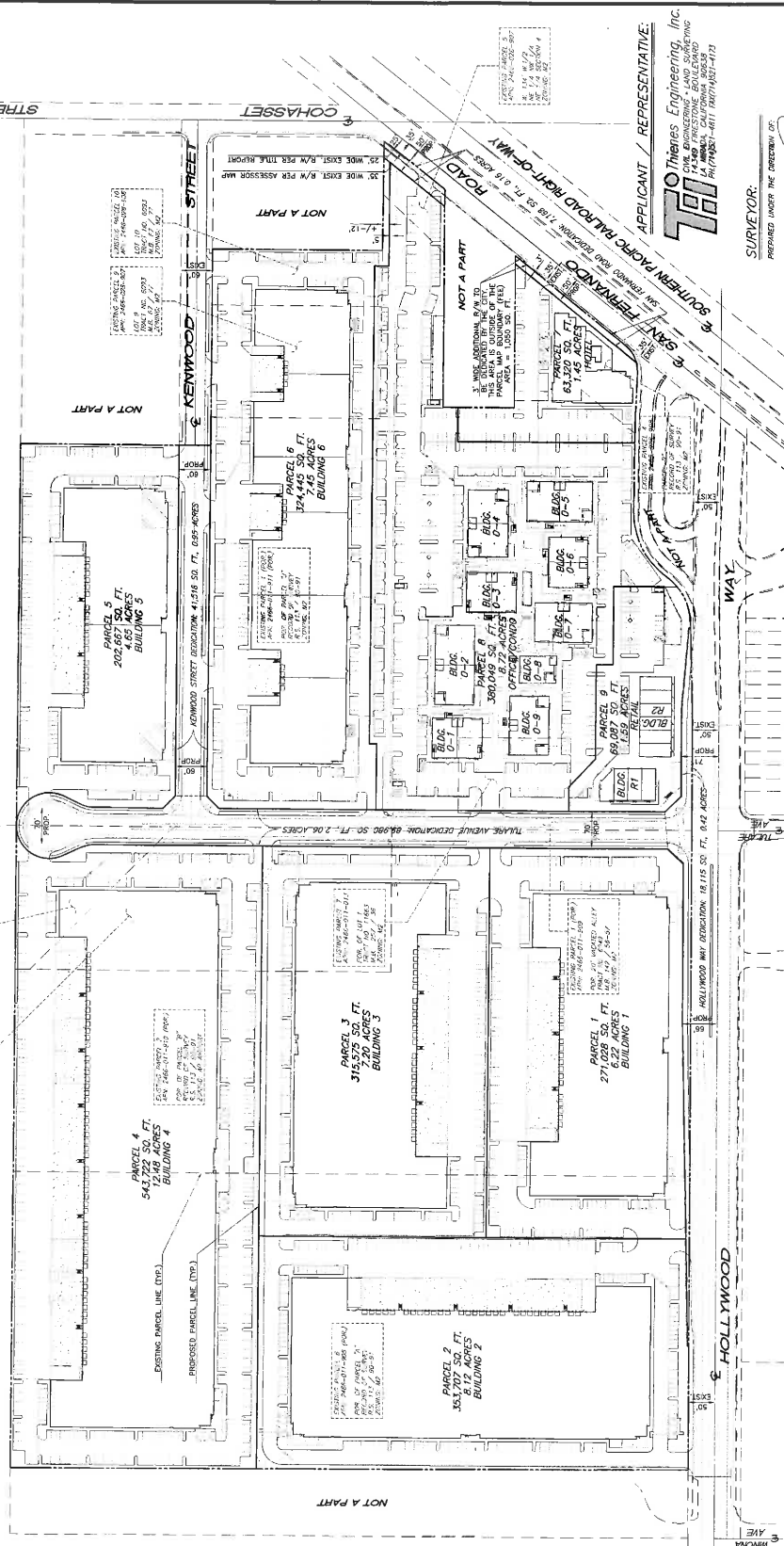
HPA
18831 BARDEEN AVE., SUITE 100
IRVINE, CALIFORNIA 92612
PHONE: (949) 863-1770
FAX: (949) 863-0851

GENSLE
100 SOUTH FIGUEROA STREET
ANGELES, CALIFORNIA 90071
PHONE: (213) 327-3600
FAX: (213) 327-3601

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90635
PH (714) 831-4811 FAX (714) 891-4173

PREPARED UNDER THE DIRECTION OF:

PLS. NO. 5750
REG. EXP. 12/31/17
Email: briant@thieness.com



CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed to the City of Burbank by that certain "Sidewalk Easement" dated in _____, 2020 executed by the Burbank-Glendale-Pasadena Airport Authority in favor of the City of Burbank is hereby accepted by the undersigned officer on behalf of the City of Burbank pursuant to the authority conferred at a [meeting of the City Council held on _____, 2020][City Council Resolution Number _____ adopted on _____, 2020], and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2020

City of Burbank

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 16, 2020**

**REPLACEMENT PASSENGER TERMINAL PROGRAM
RICONDO & ASSOCIATES, PUBLIC RESOURCES ADVISORY GROUP,
AND CONWAY CONSULTING CONTRACT RENEWALS**

SUMMARY

At its meeting on October 19, 2020, the Finance and Administration Committee ("Committee") voted unanimously (3–0) to recommend that the Commission approve one-year Professional Services Agreements ("Agreements"), copies attached, with the following consultants to assist Staff with financial and technical support services related to compliance with current Authority financial obligations and financial reprogramming of the Replacement Passenger Terminal ("RPT") project:

- 1.) Financial Feasibility and Advisory Services
 - a. Ricondo & Associates ("Ricondo")
 - b. Public Resources Advisory Group ("PRAG")
- 2.) Technical Support Services
 - a. Conway Consulting ("Conway")

BACKGROUND

The COVID-19 pandemic impacted the aviation industry swiftly with a breadth and depth that is beyond previous challenges the industry has faced. As a result of this impact, it became necessary for the Authority to suspend planning and implementation of discretionary capital projects. A major discretionary capital project that is on hold is the RPT project. During this period of project suspension, Staff is reevaluating the financial resources available to support the project, the mechanisms to repay any funds borrowed, and potential paths to restart the project as the aviation industry begins to recover. Additionally, with the support of Ricondo, PRAG, and Conway, discussions have continued with the Build America Bureau regarding the potential for infrastructure loans to support the RPT project.

PROPOSED AGREEMENTS

Staff recommends that the Commission approve new Agreements as follows:

- 1.) Financial Feasibility and Advisory Services
 - a. Ricondo
 - i. One Year term on a time and material basis
 - ii. Compensation: not-to-exceed \$25,000

- iii. Termination: either party; fifteen (15) days prior notice

- b. PRAG

- i. One Year term on a time and material basis
- ii. Compensation: not-to-exceed \$30,000
- iii. Termination: either party; fifteen (15) days prior notice

- 2.) Technical Support Services

- a. Conway

- i. One Year term on a time and material basis
 - ii. Compensation: not-to-exceed \$30,000
 - iii. Termination: either party; fifteen (15) days prior notice

These consultants have been working with Staff for the past 15 years on various aspects of financial and technical feasibility and as the financial advisors for the Authority. These firms and the key personnel assigned to work with Staff have been instrumental in helping to achieve numerous milestones. Staff feels the support services provided by these consultants will assist Staff with developing the path to restart the RPT project.

FUNDING

Appropriations were included in the adopted FY 2021 budget for these professional services.

RECOMMENDATION

At its meeting on October 19, 2020, the Committee voted unanimously (3–0) to recommend that the Commission approve new one-year Agreements with Ricondo, PRAG, and Conway as described above and authorize the President to execute the same.

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Ricondo & Associates, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated September 21, 2020 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Ricondo & Associates, Inc., an Illinois corporation ("Consultant").

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: on-call financial services.

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

NOW, THEREFORE, the parties agree as follows:

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

A. "Commencement Date": July 1, 2020.

B. "Contract Administrator": John T. Hatanaka or a duly authorized designee.

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

D. "Expiration Date": June 30, 2021.

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

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

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

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

I. "Phase 1 Amount": Twenty-five thousand dollars (\$25,000).

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

2. Services.

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

B. Consultant shall perform all work at a degree of skill ordinarily exercised by members of the same profession in similar circumstances and in a manner reasonably satisfactory to the Authority. Consultant shall consult the Contract Administrator for any decisions that must be made by the Authority. Consultant shall promptly notify the Contract Administrator of any unsafe condition that Consultant discovers at the Airport.

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

3. Term.

A. This Agreement shall be deemed to have commenced retroactively to the Commencement Date and shall expire on the Expiration Date unless earlier terminated pursuant to Paragraph B below.

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

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement for the first six months of the term exceed the Phase 1 Amount.

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

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

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

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

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

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

9. Indemnification.

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any actual causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever (collectively, "Liabilities") that arise out of the negligent acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

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

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

12. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's

regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the fifth business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: John T. Hatanaka
E-mail: jhatanaka@bur.org

Consultant
Ricondo & Associates, Inc.
20 North Clark Street
Chicago, IL
Attn: Ramon Ricondo
E-mail: rricondo@ricondo.com

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

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

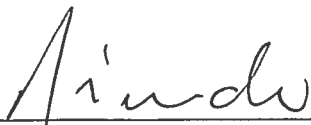
15. Exhibits. Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through C, the provisions of this Agreement shall prevail. In the event of any material discrepancy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

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

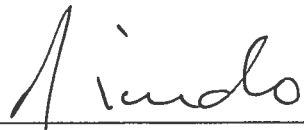
17. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services including the June 18, 2018 Professional Services Agreement executed by the parties. 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 EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

Ricondo & Associates, Inc.



☐ Chairperson ☐ President ☐ Vice President



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

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

Burbank-Glendale-Pasadena Airport Authority

Ross Selvidge, Ph.D., President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

(attached)



September 4, 2020

VIA EMAIL

Mr. John T. Hatanaka
Senior Deputy Executive Director
Burbank-Glendale-Pasadena Airport Authority
2457 North Hollywood Way
Burbank, CA 91505

RE: Proposal for PSA for FY 2021

Dear Mr. Hatanaka:

Ricondo & Associates, Inc, (Ricondo) is pleased to submit our proposed budget for a new Professional Services Agreement for Fiscal Year 2021 to provide on-call financial services to the Burbank-Glendale-Pasadena Airport Authority (Authority).

The COVID-19 pandemic has had, and continues to have, a tremendously negative impact to the nation's aviation industry. The magnitude of the affect this pandemic has had on passenger enplanements has caused the airline industry to reevaluate its structure, fleets, destinations, and methods of operation. Similarly, the Authority has been forced to delay the design and construction of the Replacement Passenger Terminal (RPT) project at the Airport.

Ricondo's services for the first six months of FY 2021 is anticipated to be more limited than in past years and will focus primarily on assisting the Authority with positioning itself to move forward with the RPT once a positive traffic trend is established. Accordingly, Ricondo proposes the following scope of work:

Assist the Authority with preparing and participating in financial and operational updates to the bond rating agencies, continuing disclosure requirements, coordination with the Authority's Financial Advisor, bond underwriters, the Build America Bureau, the airlines serving the airport, and the Federal Aviation Administration among others. Ricondo will also provide input to the Authority regarding design and budget of the RPT, as may be requested once the RPT engineer is reengaged. Ricondo estimates a time and materials effort for the first six months of the fiscal year to be \$25,000.

Given the uncertainty within the industry Ricondo proposes delaying preparation of a scope of work for the second half of the fiscal year until a later date when additional trend information becomes available.



RICONDO®

Mr. John T. Hatanaka
Burbank-Glendale-Pasadena Airport Authority
September 4,, 2020
Page 2

Ricondo remains excited about assisting the Authority through the challenging times ahead and is looking forward to assisting the Authority in assessing how it can best move forward in the current economic environment.

Sincerely,

RICONDO & ASSOCIATES, INC.

Geoffrey A. Wheeler
Associate Vice President

cc: Michael Scott

EXHIBIT B
Fee Schedule

(attached)

EXHIBIT B**STANDARD BILLING RATE STRUCTURE
RICONDO & ASSOCIATES, INC.
CALENDAR YEAR 2020**

		2020 STD RATES*
CATEGORY	TITLE	(\$/HR.)
I	Officer (President, Sr. VP, VP, etc)	\$ 370.00
II	Director	\$ 318.00
III	Managing Consultant/Managers	\$ 264.00
IV	Senior Consultant/Tech Specialist II	\$ 219.00
V	Consultant/Tech Specialist I	\$ 175.00
VI	Technical Specialist/Support	\$ 141.00

* For multi-year contracts, billing rates will be adjusted annually to escalate based on the Consumer Price Index (CPI) change.

EXHIBIT C
Insurance Requirements

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

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

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

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

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

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

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

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

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

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

Administrator prior to commencement of work. The Authority reserves the right to require complete, copies of all required insurance policies at any time.

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

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

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

EXHIBIT D
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

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

2. Civil Rights – Title VI Assurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Federal Fair Labor Standards Act

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

4. Occupational Safety and Health Act

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

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Ricondo & Associates, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated June 18, 2018 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Ricondo & Associates, Inc., an Illinois corporation ("Consultant").

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: airport planning, engineering planning, and project management support services.

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

NOW, THEREFORE, the parties agree as follows:

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

A. "Commencement Date": July 1, 2018.

B. "Contract Administrator": John T. Hatanaka or a duly authorized designee.

C. "Contract Amount (FY 2019) ": Seventy-five thousand (\$75,000).

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

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

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

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

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

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

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

2. Services.

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

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

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

3. Term.

A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless extended pursuant to Paragraph B or earlier terminated pursuant to Paragraph C below.

B. The Authority may exercise an extension option by which it may extend the term for one year. To exercise the extension option, the Authority shall deliver written notice to Consultant on or before June 1, 2020.

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

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement for the period from the Commencement Date through June 30, 2018 exceed the Contract Amount (FY 2019).

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

applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

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

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

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

9. Indemnification.

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever (collectively, "Liabilities") that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

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

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

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

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: John T. Hatanaka
E-mail: jhatanaka@bur.org

Consultant
Ricondo & Associates, Inc.
20 North Clark Street, Suite 1500
Chicago, IL 60602
Attn: Ramon Ricondo
E-mail: rricondo@ricondo.com

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

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

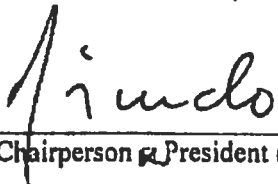
15. Exhibits. Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through C, the provisions of this Agreement shall prevail. In the event of any material discrepancy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

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

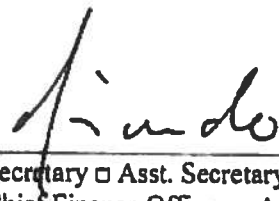
17. **Entire Agreement.** This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services including the November 28, 2016 Professional Services Agreement executed by the parties. 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 EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

Ricondo & Associates, Inc.



☐ Chairperson ☒ President ☐ Vice President



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

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

Burbank-Glendale-Pasadena Airport Authority



Terry Tomek, President

Approved as to form:



Richards, Watson & Gershon
A Professional Corporation



RICONDO®

August 1, 2019

VIA EMAIL

Mr. John T. Hatanaka
Senior Deputy Executive Director
Hollywood Burbank Airport
2457 North Hollywood Way
Burbank, CA 91505

RE: PSA June 18, 2018 – FY 2020 Budget

Dear Mr. Hatanaka:

Ricondo & Associates, Inc. (Ricondo) is pleased to submit our proposed Fiscal Year 2020 budget to provide on-call financial services pursuant to the Professional Services Agreement dated June 18, 2018 between the Burbank-Glendale-Pasadena Airport Authority (Authority) and Ricondo.

Because Authority is working diligently toward the design, financing, and construction of the Replacement Terminal Project this year's efforts will be centered largely around assisting with the Authority's pursuit of federal rail and TIFIA funding alternatives, traditional airport revenue bonds (both general revenue and passenger facility backed), and the use of Authority and third-party funds. We anticipate this fiscal year's efforts will consist of the following tasks:

- Project funding financial analysis
- Air traffic forecasting
- A feasibility report for RRIF and TIFA and subsequent updates
- Preparations of the draft feasibility report and updates to RRIF and TIFIA
- Rating Agency and Investor Presentation

Our project budget request of \$295,000 is presented for your consideration by project element on the page following this letter. Ricondo remains excited about this project and is looking forward to assisting the Authority throughout the next year and, hopefully, until project completion.

Sincerely,

RICONDO & ASSOCIATES, INC.

Geoffrey A. Wheeler
Associate Vice President

ENCLOSURE

cc: Michael Scott

Burbank-Glendale-Pasadena Airport Authority
Burbank Hollywood Airport
On-Call Financial Services PSA June 18, 2018
August 1, 2019

	Phase	Task	FY 2019 Budget	Proposed FY 2020 Budget
PO# A6459				
UPDATE FINANCIAL MODEL ^{/1}	01	1.01	15,000.00	
REFINE ACTIVITY PROJECTIONS	01	1.02	10,000.00	
UPDATE PFC CAPACITY ANALYSIS ^{/2}	01	1.03	8,000.00	
CAPITAL PROGRAM FUNDING ANALYSES	01	1.04	30,000.00	
COORDINATION/MEETINGS/CONF CALLS	01	1.05	6,000.00	
EXPENSES	01	1.06	6,000.00	
AIRLINE AGREEMENT SUPPORT ^{/3}	01	1.07	TBD	
TIFIA FED RAIL PFC/AIRPORT REVENUE WORKSHOP			10,000.00	
PO# _____				
DRAFT FEASIBILITY REPORT FOR RRIF AND TIFIA ^{/4}				
Subcontract Socioeconomics & Demographics				28,000.00
Traffic Forecast				20,000.00
Capital Program, Funding Plan, Financial Analysis				100,000.00
PRESENTATION OF REPORT TO RRIF/TIFIA (DC)				10,000.00
UPDATE TO FEASIBILITY REPORT ^{/5}				70,000.00
PRESENTATION OF UPDATE TO RRIF/TIFIA (DC)				10,000.00
RATING AGENCY/INVESTOR PRESENTATIONS				20,000.00
COORDINATION/CONF CALLS				7,000.00
MEETINGS AT BURBANK ^{/6}				30,000.00
			85,000.00	295,000.00

^{1/} FY 2019 and FY 2020 when budgets available.

^{2/} Update due under FAA Order 5500.1B due to significant traffic growth.

^{3/} To be determined based on coordination required with Michael G. Moroney & Associates, Inc.

^{4/} Estimated Fall 2019

^{5/} Estimated Spring 2020

^{6/} Up to 3 2-person trips or variation thereof

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Public Resources Advisory Group, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated September 21, 2020 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Public Resources Advisory Group, Inc. ("Consultant"), a New York corporation.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: on-call financial services for the replacement terminal project for FY 2020-2021.

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

NOW, THEREFORE, the parties agree as follows:

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

A. "Commencement Date": July 1, 2020.

B. "Contract Administrator": John T. Hatanaka or a duly authorized designee.

C. "Contract Amount": \$30,000.

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

E. "Expiration Date": June 30, 2021.

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

G. "Fee Schedule": the fee schedule set forth in the Proposal.

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

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

J. "Proposal": Consultant's August 18, 2020 proposal set forth in the attached Exhibit A.

K. "Services": the tasks set forth in the Proposal.

2. Services.

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

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

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

3. Term.

A. This Agreement shall be deemed to have commenced retroactively to the Commencement Date and shall expire on the Expiration Date unless earlier terminated pursuant to Paragraph B below.

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

4. Compensation.

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

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

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

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9. Indemnification.

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever (collectively, "Liabilities") that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

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Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: John T. Hatanaka
E-mail: PLammerding@bur.org

Consultant
Public Resources Advisory Group
11500 W. Olympic Blvd., Ste. 502
Los Angeles, CA 90064
Attn: Wesley Hough
E-mail: WHough@pragadvisors.com

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

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

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

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

17. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services including

the June 18, 2018 Professional Services Agreement executed by the parties. 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 EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

Public Resources Advisory Group, Inc.



☐ Chairperson ☒ President ☐ Vice President



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

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

Burbank-Glendale-Pasadena Airport Authority

Ross Selvidge, Ph.D., President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Proposal

(attached)

PUBLIC RESOURCES ADVISORY GROUP

August 18, 2020

Mr. John Hatanaka
Senior Deputy Executive Director
Hollywood Burbank Airport
2627 Hollywood Way
Burbank, CA 91505

RE: Financial Advisory Services for FY 2020-21

Dear Mr. Hatanaka:

On behalf of Public Resources Advisory Group (PRAG) I would like to thank you for the opportunity to provide a proposed scope of financial advisory services for FY 2020-21. The proposed scope of services has been prepared in recognition of the current "on hold" status of the Replacement Terminal Project (RTP) and focuses on estimates of the "as-needed" services that would arise during the year. If the RTP status changes during this period we would expect to provide a revised scope of services at that time.

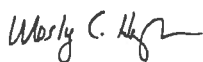
The scope of services we propose to provide would include the following:

- Assist the Authority with Credit Rating Agency reviews;
- Review and analyze financing proposals the Authority may receive from time to time from bond underwriters;
- Assist Ricondo & Associates in their role as may be requested from time to time;
- Assist in ongoing discussions with US DOT Build America Bureau to support the ability to obtain a loan or loans for the RTP;
- Provide advice regarding rating agency criteria and the impact on financing options; and
- Provide other services on an as-needed basis as requested.

We propose to bill the Authority at an hourly rate of \$325 for PRAG professionals with title of Director and Senior Managing Director, \$300 for Managing Director, \$260 for Vice President, \$235 for Assistant Vice President, \$220 for Associate and \$200 for Analyst and submit detailed invoices on a monthly basis. We estimate that the total cost of these services for July 2020 to June 2021 would not exceed \$30,000. The actual cost and timing will depend on the extent of services requested during this time period. We will notify the Authority as soon as possible if it appears that the amount of time we are spending on the project will exceed the annual estimates.

We very much appreciate the opportunity to continue to work with the Authority on the replacement terminal project. Please let me or Louis Choi know if you have any questions regarding the scope of services we have proposed.

Sincerely,



Wes Hough
Director



Louis Choi
Senior Managing Director

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Public Resources Advisory Group, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated June 18, 2018 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Public Resources Advisory Group, Inc. ("Consultant"), a New York corporation.

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

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Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: John T. Hatanaka
E-mail: jhatanaka@bur.org

Consultant
Public Resources Advisory Group
11500 W. Olympic Blvd., Ste. 502
Los Angeles, CA 90064
Attn: Wesley Hough
E-mail: WHough@pragadvisors.com

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

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

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

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

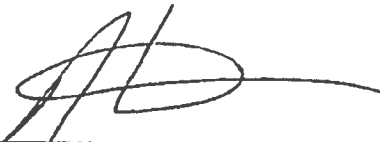
17. **Entire Agreement.** This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services including the November 28, 2016 Professional Services Agreement executed by the parties. 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 EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

Public Resources Advisory Group, Inc.



☐ Chairperson ☒ President ☐ Vice President



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

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

Burbank-Glendale-Pasadena Airport Authority



Terry Tornek, President

Approved as to form:



Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

(attached)



11845 WEST OLYMPIC BOULEVARD, SUITE 840
LOS ANGELES, CALIFORNIA 90084
TEL: (310) 477-8487 | FAX: (310) 477-0105
WWW.PRAGADVISORS.COM

PUBLIC RESOURCES ADVISORY GROUP

May 9, 2018

Mr. John Hatanaka
Senior Deputy Executive Director
Hollywood Burbank Airport
2627 Hollywood Way
Burbank, CA 91505

RE: Terminal Replacement Financial Advisory Services
FY 2018-19 and FY 2019-20

Dear Mr. Hatanaka:

On behalf of Public Resources Advisory Group (PRAG) I would like to thank you for the opportunity to provide a proposed scope of services related to the financing of a replacement terminal at Hollywood Burbank Airport. The proposed scope of services has been tailored to culminate in preparation of a viable plan of finance to provide the funding needed in the amounts and timing required by all components of the replacement terminal project.

The scope of services we propose to provide would include the following:

- Participate as part of a terminal replacement financing options working group that would also include an aviation consulting firm, such as Ricondo & Associates, and a program capital cost estimator, such as Mark Conway;
- Provide advice to the working group regarding options available to the Authority to finance a replacement terminal;
- Prepare comprehensive multi-year cash flow analysis of a base case "traditional" financing approach incorporating AIP grants, PFC funds, Authority equity contributions and revenue bonds;
- Assess the availability and applicability of non-debt financing options such as airline financing, developer financing and provide cash flow analyses, as needed;
- Work with a P3 consultant, if selected by the Authority, in the assessment of public-private partnership (P3) financing options;
- Develop comprehensive, viable financing plan that provides the upfront funding and cash-flow analyses showing the annual cost and sources of repayment, as needed;
- Prepare projected drawdown schedules as required for each component of project cost;
- Provide support, as needed, including cash flow projections, to support discussions with the FAA concerning AIP grants including timing and amounts,
- Provide support, as needed, including cash flow projections, to support discussions concerning a new rates and charges agreement for the Airport;
- Assess impact of terminal construction on current Airport finances and means to mitigate financial impact;
- Provide advice regarding rating agency criteria and the impact on financing options; and
- Provide other services on an as-needed basis as requested.

Mr. Hatanaka

May 9, 2018

RE: Terminal Replacement Financial Advisory Services for FY 2018-19 and FY 2019-20

We propose to bill the Authority at an hourly rate of \$325 for PRAG professionals with title of Director and Senior Managing Director, \$300 for Managing Director, \$260 for Vice President, \$235 for Assistant Vice President, \$220 for Associate and \$200 for Analyst and submit detailed invoices on a monthly basis. We estimate that the total cost of these services for July 2018 through June 2019 would not exceed \$75,000, and from July 2019 to June 2020 would not exceed \$75,000 (plus any previously unused amount) for a total two-year estimate of \$150,000. The actual cost and timing will depend on the extent of services requested during this two-year time period. We will notify the Authority as soon as possible if it appears that the amount of time we are spending on the project will exceed the annual estimates.

We very much appreciate the opportunity to continue to work with the Authority on the replacement terminal project. Please let me or Louis Choi know if you have any questions regarding the scope of services we have proposed.

Sincerely,



Wes Hough
Director



Louis Choi
Senior Managing Director

EXHIBIT B
Fee Schedule

(attached)

EXHIBIT C
Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

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

2. Civil Rights – Title VI Assurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Federal Fair Labor Standards Act

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

4. Occupational Safety and Health Act

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

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Conway Consulting, Ltd.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated September 21, 2020 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Conway Consulting, Ltd. ("Consultant").

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: on-call airfield evaluation and related support services.

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

NOW, THEREFORE, the parties agree as follows:

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

A. "Commencement Date": July 1, 2020.

B. "Contract Administrator": Patrick Lammerding or a duly authorized designee.

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

D. "Expiration Date": June 30, 2021.

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

F. "Fee Schedule": the fee schedule set forth in the Proposal.

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

H. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B.

I. "Proposal": Consultant's July 1, 2020 proposal set forth in the attached Exhibit A.

J. "Services": the tasks set forth in the Proposal.

2. Services.

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

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

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

3. Term.

A. This Agreement shall be deemed to have commenced retroactively to the Commencement Date and shall expire on the Expiration Date unless earlier terminated pursuant to Paragraph B below.

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

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment on a time and materials basis according to the Fee Schedule.

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

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

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

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

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

9. Indemnification.

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever (collectively, "Liabilities") that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

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

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

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

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Patrick Lammerding
E-mail: PLammerding@bur.org

Consultant
Conway Consulting, Ltd.
P.O. Box 1687
Marco Island, FL 34146
Attn: Mark Conway
E-mail: mconway@dls.net

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

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

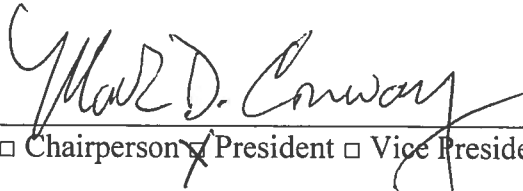
15. Exhibits. Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A and B, the provisions of this Agreement shall prevail. In the event of any material discrepancy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


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

17. **Entire Agreement.** This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services including the June 18, 2018 Professional Services Agreement executed by the parties. 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 EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

Conway Consulting, Ltd.


☐ Chairperson ☒ President ☐ Vice President


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

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

Burbank-Glendale-Pasadena Airport Authority

Ross Selvidge, Ph.D., President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Proposal

(attached)

EXHIBIT B

Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

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

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

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

2. Civil Rights – Title VI Assurance

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

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

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

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

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

E. Sanctions for Noncompliance: In the event of Consultant’s noncompliance with the Non-discrimination provisions of this contract, the Authority will impose such contract

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

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

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

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

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

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

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

3. Federal Fair Labor Standards Act

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

4. Occupational Safety and Health Act

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

Conway Consulting, Ltd.

Airports and Aviation

July 1, 2020

Mr. John Hatanaka
Senior Deputy Executive Director
Hollywood Burbank Airport
2627 N. Hollywood Way
Burbank, California 91505

Dear Mr. Hatanaka:

Conway Consulting, Ltd. is pleased to submit this Proposal for continuing planning services to support on-going activities of the Burbank-Glendale-Pasadena Airport Authority. This Proposal is to provide On Call Airfield Evaluation and Related Support Services. This Proposal is developed on a Time and Materials basis.

1. Scope of Services

The scope of services for this assignment includes the on call review and comment of physical and operational aspects of Airfield Projects and Related Support Services for issues associated with new opportunities, on-going airport activities and the orderly restoration of aircraft and passenger services at Hollywood Burbank Airport.

2. Proposal Time Duration

This proposal covers Fiscal Year 2021. This contract will expire on June 30, 2021 or the point in time when any authorized funds are completely expended. This contract may be terminated for any reason by either party with 30 day notice.

3. Time Frame and Commitment

Conway Consulting will commit the services of Mark Conway along with a CAD drafting support staff person to this contract for any assignment authorized assignment.

4. Costs

The costs for the services are proposed to be based upon an hourly labor rates and expenses at cost. Labor rates will be as follows:

- Conway = \$205.00 per hour
- CAD Support = \$60.00 per hour

Conway Consulting, Ltd.

Airports and Aviation

The total cumulative cost for any authorized activities undertaken as a part of this Contract will not exceed the approval authority of the Executive Director in Fiscal 2021.

5. Authorization of Services

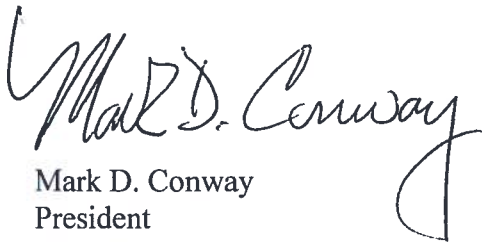
Services under this contract will require Authorization by the Executive Director or his designated representative. Verbal authorizations may be provided to initiate services. If requested, Conway Consulting, Ltd. will provide a written estimate of the costs and expenses prior to the commencement of services.

6. Billing

Conway Consulting, Ltd. will provide Monthly Invoices for activities conducted under this contract. A status report will be included in the Monthly Invoice. Invoicing and status will separate individual assignments authorized under this contract.

We appreciate the opportunity to support the Burbank-Glendale-Pasadena Airport Authority efforts as it navigates new opportunities, on-going airport activities and the orderly restoration of aircraft and passengers at Hollywood Burbank Airport. Please do not hesitate to call if you have any questions regarding this proposal.

Sincerely,
CONWAY CONSULTING, LTD.



Mark D. Conway
President

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Conway Consulting, Ltd.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated June 18, 2018 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Conway Consulting, Ltd. ("Consultant").

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: airport planning, engineering planning, and project management support services.

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

NOW, THEREFORE, the parties agree as follows:

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

- A. "Commencement Date": July 1, 2018.
- B. "Contract Administrator": Patrick Lammerding or a duly authorized designee.
- C. "Contract Amount": \$25,000 per month
- D. "Executive Director": Frank R. Miller or a duly authorized designee.
- E. "Expiration Date": June 30, 2020.
- F. "Federal Requirements" the federal requirements set forth in the attached Exhibit D, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.
- G. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.
- H. "Indemnitees": the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.
- I. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.
- J. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

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

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

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

3. Term.

A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless extended pursuant to Paragraph B or earlier terminated pursuant to Paragraph C below.

B. The Authority may exercise an extension option by which it may extend the term for one year. To exercise the extension option, the Authority shall deliver written notice to Consultant on or before June 1, 2020.

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

4. Compensation.

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

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

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

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

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

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

9. Indemnification.

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever (collectively, "Liabilities") that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

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

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

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

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Patrick Lammerding
E-mail: PLammerding@bur.org

Consultant
Conway Consulting, Ltd.
P.O. Box 1687
Marco Island, FL 34146
Attn: Mark Conway
E-mail: mark@conwayconsulting.com

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

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

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

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

17. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services including the October 20, 2014 Professional Services Agreement executed by the parties. 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 EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

Conway Consulting, Ltd.


☐ Chairperson ☒ President ☐ Vice President


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

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

Burbank-Glendale-Pasadena Airport Authority


Terry Tornek, President

Approved as to form:


Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

(attached)

Scope of Services

July 1, 2018 to June 30, 2019

Hollywood Burbank Airport

Conway Consulting, Ltd has held various contracts with the Burbank-Glendale-Pasadena Airport Authority for several years all in support of projects and programs of the Authority. Conway Consulting has gained an extensive level of institutional knowledge of Hollywood Burbank Airport in successfully completing and supporting past efforts such as the CUPPS Project, Airport Layout Plan Drawings and Report, Completion of the A-GIS Effort, Joint and Common Use Facility Policy, RPT Alternative Concept Definitions, RPT Programming, CEQA Study support, Ramp Maximization Study, RPT Cost Definitions, Program Schedule Definitions, New Consultant RFP Support. The experience of Conway Consulting to address the diverse topics from aircraft operational issues, to terminal facilities and operations planning, ground access facilities and planning, project scheduling and costing is unparalleled in the industry.

During the second half of 2018, the RPT Program will be transitioning from planning into design and construction phases. As a key resource for the Authority during the planning phases, Conway Consulting has the experience and institutional knowledge to support the transition from planning to implementation with the ability to provide support in defining implementation approaches, phases where additional support in making refinements are needed, new efforts need support and new directions need definition to bring on the expanding expertise needed to advance the RPT Project.

The following are services and tasks to be addressed in the second half of CY 2018:

- ➔ Planning Support
- ➔ Support for the Validation Consultant and Refinement Studies
- ➔ Support for Charrette Process
- ➔ Support for the NEPA Process
- ➔ Engineering Support
- ➔ General Authority Support
- ➔ Financial Team Support

Each of these topics is more fully defined in the sections that follow.

1. Planning Support

The Authority staff does not have a dedicated planner on staff. Prior to the decisions to move forward with the RPT Project, planning has not been a warranted need or requirement. Project activities still warrant a fulltime or significant time commitment. The role is to impart consistent project information to the increasing number of parties involved in the project and to continually refine the positions of the Authority to meet physical, operational and financial challenges at least through the next year. Conway Consulting has filled this void in the staff resources over the past few years completing both defined planning tasks as well as serving as an on-call planning resource for all staff. A continuing defined planning task and an on-call resource remains a need to advance the RPT Project.

Planning assessments are needed on questions that arise in decision making as we approach more key milestones. Included are a few listed below:

- 1.1 Complete and coordinate open ended issues related to the RPT Concept:
- 1.2 Address Potential Uses of the Aviall Property
- 1.3 Roadway Geometric changes
- 1.4 Employee Parking Deferral and Alternatives, Impacts and Costs
- 1.5 Post DBO Southeast Quadrant (SEQ) Roadway issues
- 1.6 Assist in Project Event Scheduling and Coordination
- 1.7 Address alternative accommodations for TNC operators
- 1.8 Address Utility placement Alternatives
- 1.9 Assist in Airline Coordination

2. Support for the Validation Study and Refinement Studies

The Validation Consultant will complete their work in June 2018. It is envisioned that this will necessitate a new series of refinement and evaluations to be completed to provide input to the financial assessments to decide project funding and delivery method. This will include but not be limited to RPT building geometry, functional analysis, demand/capacity assessments, functional area Level of Service (LOS) changes, RPT massing and scale treatments and other such issues resulting from the Validation Study.

3. Support for Charrette Process

It is intended that the RFQ/RFP be issues in the second half of 2018. Conway Consulting has provided support for the process by drafting Scope of Services definition and assisting in the development of expectations for the conduct and deliverables for the effort. Once selected, the Charrette Facilitator will need to be briefed in specific terms about the features and issues associated with the RPT Program and Terminal Building in particular. Assistance will be provided in the finalizing the solicitation documents, selection process (as requested), contract negotiations and early stage post award information exchange.

4. Support for the NEPA Process

As the NEPA Study gets started, there will need to support the process by Airport Staff/Representatives. Conway Consulting will assist staff in this support. FAA will be provided support on an as needed as required basis.

5. Engineering Support

Conway Consulting has provided support for aspects of projects and responsibilities of the Engineering Department. Continuing Support will include but not be limited to:

- 4.1 Assist in the definitions of Design and Construction Program Support Requirements
- 4.2 Assist in RFP/RFQ Scope Drafting and Support
- 4.3 Implementation of the Ramp Maximization Plan
- 4.4 Assist in Program Cost Estimate Review and Refinement
- 4.5 Provide support for the Capital Improvement Planning Process
- 4.6 Initiate Development of a Project Design Manual for potential issuance to firms bidding on aspects of the RPT Project.

6. Financial Team Support

Conway Consulting will provide support the efforts of the Financial Planning Team for their efforts to consider the alternatives for funding and financing the RPT. Project elements that have allocation aspects among potential funding sources will be addressed as needed and required. Conway Consulting has knowledge of the quantities and the cost allocation options to assist the effort to address project funding eligibility. In addition, Conway Consulting will suggest and provide recommendations for altering cash flow requirements through possible project component deferrals, including assess and recommend alternative accommodations.

Compile a list of elements by priority to use as a possible basis for cost deferral in the RPT Program. Conduct analysis to define and assess implications and operational issues and alternatives. These may include but not be limited to:

- ➔ Deferral of the Employee Parking Garage Construction
- ➔ Deferral of South Public Parking Garage
- ➔ Deferral of Avenue B Relocation

Provide support and documentation requested by the Financial Team being led by John Hatanaka.

7. General Authority Support

Conway Consulting is highly experienced physical, operational and financial matters in Airport matters in general and has been available to address a potential myriad of questions and issues that may arise during the next year as the RPT Project transitions from planning to increasingly more definitive new levels needed for design and ultimately construction.

Conway Consulting will provide support and assistance as needed in addressing issues such as Letters of Agreement with the ATCT, improvements justification, FAA Standards interpretation and similar issues that may arise. In addition, Conway Consulting will provide staff with information on wide ranging topics to include graphics, charts, tables and documentation for staff review. This service minimizes staff time for developing initial problem documentation and allows staff to focus on solutions rather than research and analysis.

EXHIBIT B
Fee Schedule

(attached)

Conway Consulting, Ltd. FY2019 Rate Sheet

Conway Consulting will provide a total of 128 hours per month to this Project. Of the total monthly hours, not less than 100 will be provided on site and the remaining 28 hours will be off site hours. The hourly rate for on site work will be \$200.00 per hour and off-site hours at the rate of \$175.00 per hour. Any and all expenses are included in the hourly rate which on average for any month will be \$195.31 per hour. Total monthly charges will be \$25,000.00 paid on a Lump Sum Basis per month.

Conway Consulting will provide a Calendar defining the On-site hours for each month. The Calendar defining on site days may be adjusted to address Project events and meetings planned by Staff. The Authority will provide office space and related support for the on-site services.

Monthly Hours and Lump Sum Contract Amounts

Month	Labor Hours			Month
	On-Site	Off-Site	Total	Cost
2018				
July	104	24	128	\$ 25,000.00
August	104	24	128	\$ 25,000.00
September	104	24	128	\$ 25,000.00
October	104	24	128	\$ 25,000.00
November	104	24	128	\$ 25,000.00
December	104	24	128	\$ 25,000.00
2019				
January	104	24	128	\$ 25,000.00
February	104	24	128	\$ 25,000.00
March	104	24	128	\$ 25,000.00
April	104	24	128	\$ 25,000.00
May	104	24	128	\$ 25,000.00
June	104	24	128	\$ 25,000.00
Total Hours	624	144	1536	\$ 300,000.00
Average Hourly Rate				\$ 195.31
Rate Includes Expenses				

EXHIBIT C
Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

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

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

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

2. Civil Rights – Title VI Assurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Federal Fair Labor Standards Act

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

4. Occupational Safety and Health Act

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

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 16, 2020**

TRANSIT SYSTEMS UNLTD., INC. CONTRACT

SUMMARY

Subject to the recommendation of the Operations and Development Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to award a Professional Services Agreement ("PSA") to Transit Systems Unltd., Inc. ("Transit Systems"), copy attached, for on-call parking shuttle bus service and emergency transport service.

BACKGROUND

The Courtesy Shuttle Services Agreement with the prior service provider, MV Transportation ("MV") was a fixed-price contract with a five-year term that expired on October 31, 2020. The MV contract had two fixed-priced, one-year extension options that available to the Authority.

As discussed with the Commission previously, the COVID-19 impact on passenger demand for air travel was swift, wide and deep with Staff undertaking measures to immediately reduce operating costs while complying with health requirements issued by LA County Public Health. Under these conditions, Staff met with both the parking operator (SP+) and MV, and then formulated a program which consolidated and temporarily closed certain parking lots resulting in a change from scheduled shuttle bus operations to on-call service.

Prior to the expiration of the contract, Staff and MV entered into discussions for a replacement agreement reflective of the service requirements that are forecasted to continue for a period due to the COVID-19 pandemic. Discussions with MV to reach a mutually acceptable cost structure for continued on-call service were not successful and the agreement with MV was allowed to expire.

In order to fulfill the need for on-call shuttle bus service at the Airport, Staff contacted the current backup shuttle bus service provider, Transit Systems. Transit Systems was amenable to entering into a one-year agreement for services that would be available on an on-call basis in the event remote passenger and employee parking operations are resumed or emergency transport of passengers is needed. The contract period will be November 16, 2020 to November 15, 2021.

Transit Systems is a local charter bus company that has satisfactorily provided similar services at the Airport in the past. Transit Systems possesses the appropriate compressed natural gas (CNG) powered bus fleet, employs its own bus drivers, carries its own insurance and can respond quickly to the Airport in the event of a request for on-call services is issued. The proposed PSA specifically requires Transit Systems to respond within 45 minutes for a request for emergency service and within one day for on-call service.

Compensation

This PSA does not contain any fixed monthly costs. Fees will be assessed only when the busing service is deployed and will be calculated on an hourly basis. Hourly rates for the busing services are as follows:

Emergency Service

- A. Base Period (5-Hours) Lump Sum
 - Each 55 passenger Coach Bus: \$650
 - Each 47 passenger Coach Bus: \$570
 - Each 40 passenger Transit Bus: \$505
- B. Post-Base Period Hourly Rate
 - Each 55 passenger Coach Bus: \$125
 - Each 47 passenger Coach Bus: \$105
 - Each 40 passenger Transit Bus: \$90

On-Call Service

- Each bus: \$70 per hour

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, and until such time when passenger activity returns to a level that warrants the reopening of remote lots requiring the transport of passengers and employees to these locations on a scheduled basis, Staff seeks approval from the Commission to award the proposed PSA to Transit Systems for on-call parking shuttle bus and emergency bus service and authorize the President to execute the same.

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Transit Systems)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated November 16, 2020 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Transit Systems Unltd., Inc. ("Contractor"), a California corporation.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Contractor as an independent contractor to provide the following professional services: on-call courtesy parking shuttle bus service and emergency bus service.

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

NOW, THEREFORE, the parties agree as follows:

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

- A. "Commencement Date": November 16, 2020.
- B. "Contract Administrator": Scott Kimball or a duly authorized designee.
- C. "Emergency Service Proposal": Contractor's October 9, 2020 proposal for emergency bus service set forth in the attached Exhibit A.
- D. "Executive Director": Frank R. Miller or a duly authorized designee.
- E. "Expiration Date": November 15, 2021.
- F. "Federal Requirements" the federal requirements set forth in the attached Exhibit E, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.
- G. "Fee Schedule": the fee schedule set forth in the attached Exhibit C.
- H. "Indemnitees": the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.
- I. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit D.

J. "On-Call Service Proposal": Contractor's October 20, 2020 proposal for on-call courtesy parking lot shuttle bus service set forth in the attached Exhibit B.

K. "Proposals": the Emergency Service Proposal and the On-Call Service Proposal.

L. "Services": the tasks set forth in the Proposals.

2. Services.

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

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

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

3. Term.

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

B. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 30 days prior written notice to the other party.

4. Compensation.

A. The Authority shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. Contractor acknowledges that there is no minimum compensation amount required by this Agreement.

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

applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.

5. Independent Contractor Status. Contractor is, and shall at all times remain as to the Authority, an independent contractor. Contractor 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 Contractor except as set forth in this Agreement.

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

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

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

9. Indemnification.

A. Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever (collectively, "Liabilities") that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.

B. Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

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

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

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

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Tom Janowitz
E-mail: TJanowitz@bur.org

Contractor
Transit Systems Unltd., Inc.
8976 Laurel Canyon Blvd.
Sun Valley, CA 91352
Attn: Maurice Vanegas
E-mail: mvanegas@transitsystems.biz

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

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

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

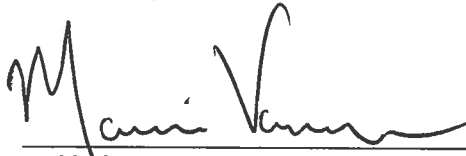
16. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or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

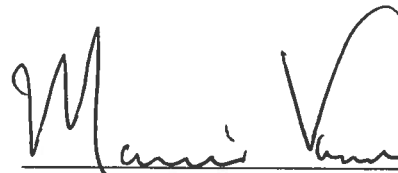
17. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all

prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

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

Transit Systems, Unltd., Inc.

 10/27/2020.
☐ Chairperson ☐ President ☐ Vice President

 10/27/2020.
☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

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

Burbank-Glendale-Pasadena Airport Authority

Ross Selvidge, Ph.D., President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Emergency Service Proposal

(attached)

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley 91352

Phone 818-504-7270

Fax 818-504-6403

10/9/2020

Good Morning Mr. Janowitz,

Thank you for the inquiry for the emergency bus service.

For the emergency situations, bus can be at the airport within 30-45 minutes from the time of the phone call received, and rates are as follow:

- 1. 55passenger Coach Bus (with luggage compartments) = \$650.00 minimum hours**
- 2. 47passenger Coach Bus (with limited luggage compartments) = \$570.00 minimum hours**
- 3. 40passenger Transit Bus (no luggage compartments) = \$505.00 minimum hours.**

Minimum hours are the First 5 hours; if buses would be needed for longer than 5 hours, additional hourly rate will be applied as follow:

- 1. 55passenger Coach Bus (with luggage compartments) = \$125.00 per additional hour**
- 2. 47passenger Coach Bus (with limited luggage compartments) = \$105.00 per additional hour**
- 3. 40passenger Transit Bus (no luggage compartments) = \$90.00 per additional hour.**

Please, don't hesitate to contact us if any questions, or if additional info needed.

Looking forward for your reply,

Ms. Lana Durets

Operations

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley, California 91352

Tel. No.: 818.504.7270

Fax No.: 818.504.6403

www.transitsystems.biz

EXHIBIT B
On-Call Service Proposal

(attached)

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley 91352

Phone 818-504-7270

Fax 818-504-6403

10/20/2020

Good Morning Mr. Janowitz,

Thank you for the inquiry for the "On-Call Courtesy Parking Lot Shuttle Service" bus service.

As Proposal for "On-Call Courtesy Parking Lot Shuttle Service Scope of Work", Transit Systems Unlimited, Inc will be able to provide 7 Mini Buses per day (or more if needed and available), all 7 buses will be ADA (wheelchair lift equipped) mini buses.

The Proposed Rate will be as follow:

1. Each Bus will be charged at \$70.00 per hour. For Example, if Mini buses will be used from 5am to 11pm, each bus total rate will be calculated as $\$70.00 \times 18\text{hours} = \1260.00 per Mini Bus.

Please, see "On-Call Courtesy Parking Lot Shuttle Service Scope of Work" on the next 3 pages.

Please, don't hesitate to contact us if any questions, or if additional info needed.

Looking forward for your reply,

Ms. Lana Durets
Operations
Transit Systems Unlimited, Inc.
8976 Laurel Canyon Blvd.
Sun Valley, California 91352
Tel. No.: 818.504.7270
Fax No.: 818.504.6403
www.transitsystems.biz

On-Call Courtesy Parking Lot Shuttle Services Scope of Work:

Agreement Term: November 16, 2020 to November 15, 2021

Provide on-call courtesy shuttle services between the Hollywood Burbank Airport ("Airport") Terminal and the Airport's Remote Parking Lots, as needed upon request.

Operation and management of the courtesy shuttle services in a manner that meets the Airport standard customer waiting time of not more than 10 minutes. This service standard must be satisfied from 5:00am to 11:00pm seven days a week.

Transportation of Airport passengers to and from the Airport Remote Parking Lots and the Airport Terminal. This will be a loop shuttle service.

Turnkey operation and maintenance of buses.

Daily bus safety, cleanliness and servicing inspections.

Compliance with applicable laws.

Remote Parking Lot A is located at approximately 2799 Hollywood Way Burbank, CA less than 1/2 mile north of the Airport Terminal entrance on Hollywood Way. This lot includes 1,592 parking spaces and 10 bus stops. The lot has two customer entrance lanes, one shuttle entrance lane, two cashier booth exits, one express pay exit lane. This lot is open 24 hours per day when in use.

Remote Lot B is located at approximately 2710 Hollywood Way Burbank, CA less than 1/2 mile north of the Airport Terminal entrance on Hollywood Way. This lot includes 637 parking spaces and four bus stops. The lot has one customer entrance lane, one shuttle entrance lane, and one cashier booth exit equipped with an express exit lane. This lot is open 24 hours per day when in use.

Remote Parking Lot C is located at approximately 3250 Thornton Ave Burbank, CA less than 1/2 mile east of the Airport Terminal on Thornton Avenue. This lot includes 518 parking spaces and five bus stops. Lot C has one customer entrance lane, two customer express exit lanes, and one cashier booth exit. This lot is open 24 hours per day when in use.

Access Control System - Parking lot shuttle entrances and exits are equipped with access control proximity readers. All shuttles must be equipped with a proximity card in order to activate the entrance and exit gate arms. The proximity cards will be provided by the Authority as needed.

Operational Requirements:

Operator shall operate the Courtesy Shuttle Service in a competent, efficient and professional manner in accordance with the terms of this Agreement, and at least comparable to other well managed operations of similar type. Operator shall conduct its operations in an orderly and proper manner so as not to annoy, disturb, or be offensive to customers, employees, patrons, or tenants of the Airport. There will be no charge by Operator to the traveling public for this service.

In order to ensure a high level of customer service, Operator shall comply with the following requirements:

Operator shall operate the Courtesy Shuttle Service during Airport operating hours 7 days per week. Operator will minimize idling at shuttle stops and limit passenger wait times at each shuttle stop to no more than 10 minutes. Shuttle shall not idle longer than two minutes at any one location, except while in the process of picking up or dropping off passengers or while obeying the California Vehicle Code. Delayed Flights: Operator is responsible for providing service (under the terms of the Agreement) to passengers of any flights that have been delayed or diverted after 11:00pm. If any flight has been diverted and airlines are bringing passengers to the Airport Operator shall make necessary adjustments to the Staff schedule and keep an appropriate number of drivers and shuttle in service to accommodate the irregular activity.

Control of Shuttles: Any shuttle taken out of service by Operator shall be reported to Authority and the approximate time in which full service will be restored. If for any reason, any shuttle becomes inoperable, Operator shall replace the inoperable shuttle within two hours with an equivalent substitute shuttle.

Cell Phones: Operator shall provide the Authority with the cell phone numbers of the shuttle drivers performing the services in order to facilitate communications with shuttle drivers when requested. All shuttle drivers performing the services shall be immediately reachable by cell phone.

Shuttle Route: Operator shall provide a courtesy shuttle service between the Terminal (2627 Hollywood Way) and the Airport's Remote Parking Lot(s). Operator shall utilize routes agreed to by the Authority, subject to change.

Operator's shuttles shall utilize the designated shuttle stops in the remote parking facilities and the designated pick up/drop off area at the ground transportation curb on the Terminal roadway. Deviation from the routes is not permitted without approval from Authority.

The Operator shall maintain in effect at all times during the term of the contract, all licenses, permits and approvals required by all applicable laws, and shall furnish to the Authority copies of all such licenses, permits and approvals

and any and all renewals thereof. The Operator shall comply with all applicable laws and governmental orders in the performance of the services pursuant to the Agreement.

Shuttle Drivers:

Able to communicate clearly in English.

Must be customer service oriented, friendly, and personable.

Must have good hygiene, clean, neat, and in uniform.

Must be physically able to assist passengers in need of ADA and luggage assistance. Must be physically able to lift up to 75 pounds.

Operator shall employ all needed personnel to operate the Courtesy Shuttle Service. All personnel employed by Operator as drivers must be fully qualified to operate the shuttles specified herein and must possess a valid commercial California Driver License with a passenger endorsement of the type required for the shuttle driven. All drivers shall be at least 18 years of age and shall be able to communicate clearly in the English language.

Dress Code: Operator shall require its employees to be properly dressed at all times. Operator shall require all employees working in view of the public, except management employees, to wear clean and neat uniforms of a design approved by Authority and company-issued photo identification badge with Operator's company and driver's name clearly visible.

Employee Conduct: Operator shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. It shall be the responsibility of Operator to maintain close supervision over such officers, agents, employees and representatives to assure the rendering of a high standard of service to the traveling public.

Operator shall require its attendants and employees to be, clean, courteous, efficient, and neat in appearance at all times, and shall not employ any person(s) in or about the Airport who shall use offensive language or act in a loud, boisterous, or otherwise improper manner.

While at the Airport, Operator's employees shall comply with the standards of demeanor adopted from time to time by Authority, including without limitation, no smoking of any product (tobacco, e-cigs, marijuana/illegal drugs/alcohol/prescribed drugs) or consumption of food or beverages while in view of the public or in a shuttle other than that which is owned by the employee, and no personal visitors. Employees shall handle shuttles in a manner that is safe and prudent at all times and shall not use in any manner any cell phones or mobile communication devices while operating a courtesy shuttle.

Periodic inspections concerning the conduct, demeanor and appearance of Operator's personnel employed in providing the Courtesy Shuttle Service shall be made by the Authority or its designee. Upon objection from Authority or designee concerning the conduct, demeanor or appearance of offending officers, agents, employees or representatives whose conduct is detrimental to the best interests of the public, Operator shall forthwith take all steps necessary to remove the cause of the objection, or upon request of Authority, remove the employee from engaging in any responsibilities related to this Agreement.

Shuttle Fleet:

ADA Compliance: It is Operator's responsibility to comply with ADA regulations.

Maximum length of each shuttle: 30'. Mixed fleet type approved.

Interior luggage rack preferred but not required.

Parking lot destination graphic displayed on all four sides of the dedicated shuttles in contrasting lettering. A lot designation sign shall be also be displayed on the interior of each shuttle.

Climate control system including air conditioning.

Door lights.

Fuel system shall meet all National Fire Protection Association (NFPA), Department of Transportation (DOT), Federal Motor Vehicle Safety Standards (FMVSS), rules, recommendations and regulations that apply at the time of delivery.

Passenger seating shall be kept clean and properly maintained.

Pricing:

The rate for the described service will be \$70.00 per hour per bus.

Insurance Requirements:

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and Contractual liability	\$1,000,000.00 combined single limit per occurrence \$2,000,000.00 aggregate.
Automobile Liability including coverage for owned, non-owned and hired vehicles.	\$5,000,000 combined single limit per occurrence.
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000.00 per occurrence.
Excess Umbrella Liability Insurance	\$9,000,000.00 in excess of the coverages

Qualified Insurer: The policy or policies of insurance must be issued by an insurer which meets the minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or www.ambest.com shall be A- (Secure Best's Rating) and VII (Financial Size Category). A California admitted carrier is required.

This policy or policies of insurance maintained by Operator shall provide the minimum limits and coverage as set forth below:

The Authority shall be added as an additional insured on all insurance policies required by this Agreement with respect to work done by Operator under the terms of this Agreement (except Worker's Compensation/Employers' Liability). An additional insured endorsement evidencing that the Authority is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the Authority shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that Operator's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Agreement shall give the Authority 30 days' notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

All insurance policies required by this Agreement shall waive all rights to subrogation against the Authority and its officials, officers, agents and employees when acting in the scope of their appointment or employment.

Commercial General Liability policy shall contain a severability of interest's clause.

Operator is aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with the provisions of that code. Operator will comply with such provisions and shall furnish the Authority satisfactory evidence that Operator has secured, for the period of this Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to BGPAA/Business Development & Administrative Services Office/Insurance, 2627 Hollywood Way, Terminal A, 2nd Floor, Burbank, CA 91505.

The Authority may require Operator to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by Purchasing Manager as appropriate to adequately protect the Authority.

The Authority shall notify Operator in writing of changes in the insurance requirements. If Operator does not deposit copies of acceptable certificates of insurance and endorsements with the Authority incorporating such changes within 30 days of receipt of such notice, this Agreement shall be in breach without further notice to Operator, and the Authority shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Operator's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

EXHIBIT C
Fee Schedule

I. Emergency Service

A. Base Period (5-Hours) Lump Sum

- Each 55 passenger Coach Bus: \$650
- Each 47 passenger Coach Bus: \$570
- Each 40 passenger Transit Bus: \$505

B. Post-Base Period Hourly Rate

- Each 55 passenger Coach Bus: \$125
- Each 47 passenger Coach Bus: \$105
- Each 40 passenger Transit Bus: \$90

C. Sample Calculation

Scenario: one 55 passenger Coach Bus is used for 6 hours
Fee: \$775 (\$650 + \$125)

II. On-Call Service

- Each bus: \$70 per hour

EXHIBIT D
Insurance Requirements

1. Contractor shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Contractor shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Contractor shall maintain automobile insurance covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000 combined single limit for each accident.

C. Workers' Compensation/Employer's Liability Insurance. Contractor shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

D. Excess Umbrella Liability Insurance. Contractor shall maintain excess umbrella liability insurance written on an occurrence basis and providing coverage in an amount at least equal to Nine Million Dollars (\$9,000,000) in excess of the coverages required above.

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

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Contractor's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis

for the benefit of each Indemnatee before the Indemnatee's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

4. Contractor shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

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

EXHIBIT E
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

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

2. Civil Rights – Title VI Assurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Federal Fair Labor Standards Act

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

4. Occupational Safety and Health Act

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

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 16, 2020**

**DESIGN SERVICES
REPLACEMENT AIRFIELD LIGHTING VAULT**

SUMMARY

Subject to the recommendation of the Operations and Development Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to resume design services for the replacement Airfield Lighting Vault ("ALV") under the terms of an existing Professional Services Agreement ("Agreement") with Lean Engineering ("Lean"). The Commission approved the award of the Agreement to Lean on February 18, 2020. Design had advanced to approximately 30% when, on March 30, 2020, due to the impacts of the COVID-19 pandemic and the uncertainty of available Airport Improvement Program ("AIP") federal funding or Passenger Facility Charge ("PFC") revenues, Staff issued Lean a notice to suspend activities.

BACKGROUND

The following is a summary of the information provided to the Commission for its consideration last February.

The ALV, originally constructed in 1984, has been rehabilitated and modified several times to accommodate the replacement of equipment and upgrades based on industry standards and changing technology. Although functional, many systems are outdated, and the configuration and size of the existing vault creates challenges associated with ongoing maintenance of the airfield lighting system. An assessment of the existing ALV conducted by an outside firm in 2019 recommended replacement rather than further rehabilitation of the vault.

PROJECT DESCRIPTION

In accordance with recommendations in the assessment of the existing ALV, the objective of the project is to design and construct a replacement vault to address code and seismic issues that currently exist within the existing vault. The proposed replacement ALV will also include a new generator, UPS system, and new regulators, and will incorporate a revised configuration to improve maintainability and reliability of the electrical equipment inside the vault. The replacement ALV will also address power fluctuation issues and potentially include an upgraded power feed from the city utility.

Following Commission approval, a notice to proceed was issued to Lean on March 4th and work began immediately. Lean advanced the design to approximately a 30% level, when on March 30th, staff issued a notice to suspend activities. That notice was part of a broad effort to address the unprecedented impacts related to the COVID-19 pandemic.

FUNDING

In February 2020, the Commission authorized \$701,498 for Design Services:

Engineering Design - LEAN	\$ 571,498
Design Management/Project Administration	\$ 50,000
<u>Design Contingency</u>	<u>\$ 80,000</u>
Total	<u>\$ 701,498</u>

An amount of \$94,000 for engineering services was expended prior to the suspension notice.

The adopted FY 2020 budget included appropriations of \$400,000 for design services anticipated in the fiscal year. With the suspension of capital projects due to impacts of COVID-19, the adopted FY 2021 budget did not include any appropriations to resume this project. The estimated unappropriated amount for restart of design services for this project is estimated to be between \$478,000 and \$558,000.

The total cost for this project is anticipated to be funded through a combination of an AIP grant and PFC revenue. A PFC application for this project is pending with the FAA. However, in order to secure an AIP grant in the federal fiscal year 2021, it is recommended that the remaining design services be funded utilizing Authority reserve funds which are to be reimbursed as "project formulation" costs upon receipt of an AIP grant.

TOTAL PROJECT COST (Design, Project Management and Construction):

<i>Engineering Assessment (Completed)</i>	\$ 70,000
<i>Assessment Oversight (Completed)</i>	\$ 5,000
Engineering Design - LEAN	\$ 571,498
Design Management/Project Administration	\$ 50,000
Design Contingency	\$ 80,000
<u>Construction Phase Costs</u>	<u>\$ 4,723,502</u>
Total	<u>\$ 5,500,000</u>

SCHEDULE

Upon issuance of a new notice to proceed, it is estimated that Lean will be able to complete the remaining design tasks and preparation of construction bid set plan and specifications within 3 to 4 months.

RECOMMENDATION

Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to resume design services for the replacement ALV project with Lean Engineering and authorize the Executive Director to issue a new notice to proceed.

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority/ Lean Technology Corporation)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated _____, 2020 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Lean Technology Corporation dba Lean Engineering ("Consultant"), a California corporation.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: engineering design and construction administration services for the Replacement Airfield Lighting Vault project.

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

NOW, THEREFORE, the parties agree as follows:

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

A. "Commencement Date": February 18, 2020.

B. "Contract Administrator": Karen Sepulveda or a duly authorized designee.

C. "Contract Amount": Five Hundred Seventy-One Thousand Four Hundred Ninety-Seven Dollars and Sixty-Eight Cents (\$571,497.68).

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

E. "Expiration Date": April 30, 2021.

F. "Federal Requirements" the federal requirements set forth in the attached Exhibit D, which requirements are applicable to projects funded by an Airport Improvement Program grant from the Federal Aviation Administration.

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

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

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

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

2. Services.

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

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

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

3. Term.

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

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

4. Compensation.

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

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

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

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

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

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

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

9. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Indemnitees from and against damages, liabilities, losses, costs or expenses, including reimbursement of reasonable attorneys' fees and costs of defense (collectively "Claims") which are incurred by any Indemnitee but only to the extent caused by 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 negligent acts or omissions of Consultant, its officers, employees, subcontractors, or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the payment of all consequential damages, except for such loss or damage arising from the 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, 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.

C. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable.

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

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

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

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Karen Sepulveda
E-mail: ksepulveda@bur.org
cc. adehoyos@bur.org

Consultant
Lean Technology Corporation
18850 Von Karman Drive, Suite 200
Irvine, CA 92612
Attn: Doron Lean, P.E.
E-mail: dlean@leancorp.com

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

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

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


of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit D, the provisions of Exhibit D shall prevail.

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

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

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

Lean Technology Corporation


☐ Chairperson ☒ President ☐ Vice President


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

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

Burbank-Glendale-Pasadena Airport Authority



President

Approved as to form:



Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

(attached)

SCOPE OF WORK PROJECT NO. E18-06
REPLACEMENT AIRFIELD LIGHTING VAULT DESIGN SERVICES
AT
HOLLYWOOD BURBANK AIRPORT
BURBANK, CALIFORNIA

SUBMITTED BY:
LEAN TECHNOLOGY CORPORATION

01-15-2020

VERISON 2

I. PROJECT DESCRIPTION

The overall scope of services for this project is to provide one detailed complete set of construction documents (plans and specifications) related to the construction of a new airfield lighting vault. Additionally, construction administration services are anticipated to be required to provide professional engineering oversight during the construction process and will be negotiated later.

It is anticipated that the project will consist of the following:

- New AFL Building and Foundation
- New Generator, ATS, Panelboards, and associated electrical equipment.
- ALCS and the CCRs will be reused wherever applicable.
- New BWP Transformer and Interconnection to the vault.
- New HVAC, Fire Alarm, and associated special systems.
- Cutover of existing vault to the new vault

This scope of work will consist of engineering efforts for the design phase and bidding phase of the project. Ten percent (10%) of the overall design effort is dedicated toward the quality of the project. In accordance with Lean's Quality Management Program (QMP), this includes independent quality control reviews, detailed checking of all documents, project management reviews, and constructability reviews.

The project work is limited to the scope of services as indicated herein. The following are specifically excluded from the scope of services or provided as deductive alternates for this project:

1) Exclusions:

- a. Permitting costs associated with City of Burbank and associated BWP.
- b. Grading and drainage improvements or adjustments other than those adjacent new construction.
- c. This work excludes design elements associated with modification of power feed to the ARFF Station.
- d. Design excludes upgrade costs upstream of the existing BWP transformer.
- e. Geotechnical exceptions which include the following:
- f. The Phase I ESA will be conducted by Ninyo & Moore expressly and solely for the client and its assigns. The evaluations, findings, conclusions, and opinions contained in the site assessment reports will represent Ninyo & Moore's professional judgment and opinion. The report will be based on information gained from direct observation, personal interviews, and reviews of regulatory records and background data. In the event any conditions differing from or additional to those described in the Phase I ESA are encountered at a later time, Ninyo & Moore reserves the right to review such conditions and to modify, as appropriate, the assessments and conclusions given in the site assessment reports.
- g. LEAN will perform a review of agency records for the site and the adjoining closed leaking underground storage tank case and open cleanup program site at 10720 Sherman Way (Lockheed Plant C1).
- h. The site is accessible to truck-mounted drilling equipment.
- i. The airport will provide drawings that will show the locations of existing utilities.

- j. We have assumed the drilling operations will take place during regular business hours (Monday through Friday, 8:00am to 5:00pm).
 - k. Excess drill cuttings may be spread on site.
- 2) Design Alternates:
- a. The design base cost will analyze the cost effectiveness of installing a BWP transformer that will feed both the new AFL Vault, Repurposes AFL Vault, and ARFF Facility and the possible savings associated with performing the upgrade of the existing switchgear for all three facilities at this time. Additionally, LEAN will provide a separate cost for designing the larger BWP transformer and refeeding the ARFF power facility from a new Switchgear and Transformer installed as part of the AFL Vault project. Therefore, if this option is not executed the airport can provide a deductive change order to remove the design fees.
 - b. It is not anticipated that the new AFL vault will require fire suppression (it will include fire alarm); however, the design cost includes fire suppression with the understanding that if the Authority Having Jurisdiction decides that fire suppression is not needed a deductive change order will be implemented to remove these design fees. This fee will be provided as alternative services.
 - c. Geotechnical and Utility Survey –Limited Phase II Environmental Site Assessment. Phase II ESA is required if Phase I is found to have contaminants. If contaminants are not found, Phase II will not be required and this scope will be removed from the project. This scope was provide as a alternative services.

II. DESIGN SERVICES

1. Task 1 - Project Management

a. Project Schedule

LEAN will develop a project design project schedule for the consultant and the subconsultants during the project using Critical Path Methodology (CPM). This schedule will be maintained throughout the project and updated as required. Any changes that are required will be reviewed with the Authority.

b. Project Management

Prepare the Project Execution Plan (list of team member contact information, list of deliverables, project schedule, project Safety Plan), and manage the design team to ensure the team is on track, on time and the design is meeting applicable design criteria.

LEAN will make monthly progress reports to the Authority project manager during the entire duration of the project. The monthly progress reports will include a written description of each task identified within the contracted scope of services as of the date of the progress report.

c. Coordination with Subconsultant and Stakeholders

LEAN will coordinate with the subconsultants to ensure they are getting the correct information from other team members and they supply the correct information to other team members as outlined in the Project Execution Plan in a timely manner. LEAN will coordinate with project stakeholders to ensure requirements are understood and communication is maintained. The focus of the communication will be on confirming project requirements.

d. Meetings

LEAN will develop agenda for each meeting as well as publish minutes of meetings. This includes publishing the minutes within 5 days of the proposed meeting and then working with Burbank Airport project manager to finalize them.

e. Monthly Reports

LEAN will make monthly progress reports to the Authority project manager during the entire duration of the project. The monthly progress reports will include a written description of each task identified within the contracted scope of services as of the date of the progress report.

2. Task 2 – Conceptual Design – 30%

2.1. Kick off Meetings. It is anticipated that the following stakeholders will need to be engaged in kick-off meetings associated with the conceptual design.

- a. BWP
- b. Fire Department
- c. Airport Operations
- d. Airport Maintenance.
- e. Airport Engineering
- f. Other city Departments as identified and required.

2.2. Basis of Design and Enabling Tasks.

The goal of the enabling tasks and basis of design is to provide the team (disciplines and stakeholders) with clear direction of the project moving forward. This will include the following enabling tasks:

a. Coordination with BWP.

This work will include developing detailed load calcs that will be used to confirm and verify the size of the following:

- Airfield Lighting Loads.
- Confirm size and Wye configuration of incoming BWP Transformer (300 KVA, for example).
- Design of main 480V Switchboard.
- Generator Size and Type including amount of gallons for Fuel Tank.

Commence stakeholder meetings with BWP and fill out work order forms to assign BWP Engineer.

Perform site investigation with BWP and Airport Maintenance to confirm condition and existing equipment. Note; this will require some shutdowns and an associated CSPP.

Confirm existing connection to ARFF station. This has to be done in high level of detail to ensure there is minimum unscheduled disruption or if airport wants to combine transformer for both AFL vault and ARFF

Develop a reimbursable agreement with BWP as well a detailed implementation schedule.

Confirm BWP's plan for utility upgrade of existing system.

Develop an exhibit that provides a detailed single line for the incoming power distribution.

Develop an exhibit showing two options for the interconnection with the BWP.

Option 1 includes installing a new transformer and switchgear to feed the new AFL vault and repurposed existing AFL vault. The ARFF facility will be energized with the the existing transformers and switchgear and the existing feed will be left alone.

Option 2 includes installing a new transformer and switchgear that will completely replace the existing switchgear and therefore will impact the ARFF facility and the new transformer and switchgear will feed the new AFL vault, existing repurposed vault, and the ARFF facility.

- b. Vault Load, Layout, and Equipment Specifications. Our goal for this work is to develop the following:
- Layout of CCRs
 - Location of Breakout Box, S-1 Cutout (if any), and other disconnecting means for Lock Out/Tag Out
 - Location, type, and size of wireway to be used for each of the high voltage AFL cable, 480V input to each CCR, control system cable, and ACE Power
 - Location and layout of UPS, Main Switchboard, and Generator
 - Layout and access to move CCRs around or replace and maintain CCRs
 - Overhead conduit versus underground conduit
 - Provide examples to Airport of different components and pictures of what works and what doesn't from other airports, including LAX, ONT, SNA, and VNY. LEAN has worked at all of these airports and can easily arrange a lessons-learned for these locations
 - Review CEC, NEC, and FAA Code Clearances with Airport Maintenance to get confirmation and "buyoff" on location and working clearances for all equipment
 - Review layout of the building with fire department for clearances and access points
 - Review layout of the building with Architect to verify code compliance with ingress/egress, and number and size of doors and access points
- c. Vault Location: Our goal is to develop a detail analysis of the vault location as follows:
- Perform Utility Detection and Survey to verify no unknown utilities that will cause a large increase in cost.
 - Verify that there is no "fatal-flaw" in the location of the vault in terms of contaminated materials or other unknown conditions. This includes the geotechnical analysis detailed in Item e.
 - Confirm fence alignment for TSA and AOA consideration in the parking lot.
 - Confirm Egress/Ingress and Parking Lot configuration.
 - Develop a detailed drawing that shows location of the vault and associated fencing, parking, egress/ingress and utilities.
- d. Generator/Fuel Tank and Fire Suppression Selection: Our goal for this enabling task is to develop detailed requirements and specifications for the generator including the following:
- Develop specific electrical characteristics of the generator, including size, input power, load rating, manufacturer, communication settings, and sequence of operations.
 - Coordinate various manufacturers to give presentation of equipment to airport maintenance to assist in selection.

- Confirm size and location of fuel tank.
 - Confirm with Airport stakeholders the required level and amount of fuel.
 - Confirm City of Burbank requirements for fire suppression.
- e. Geotechnical and Utility Survey – Phase I Environmental Site Assessment. The scope of services for the Phase I ESA will be consistent with the ASTM International (ASTM) Standard Practice E 1527-13, and the United States Environmental Protection Agency All Appropriate Inquiry rule. The scope of services will include the following:
- Reviewing lease, title, and lien records for the site, if provided by the client, to evaluate probable past site uses and their possible impact on the current environmental status of the site. The client is requested to provide a recent title and lien report for the property, if available. Alternatively, LEAN can obtain these items at an additional fee at the request of the client.
 - Reviewing readily available maps and environmental reports pertaining to the site, as provided by the client. The client is requested to provide copies of documents in its possession.
 - Conducting an interview with a site representative regarding the environmental status of the site, if available during the site visit.
 - Performing a site reconnaissance to document potential hazardous materials handling, storage, and disposal practices. In addition, the site reconnaissance is intended to document areas of potentially contaminated surficial soil or surface water, possible sources of polychlorinated biphenyls, underground and aboveground storage tanks, and possible sources of contamination from activities at the site and adjoining properties. Features will be shown on a site map to be included in the report.
 - Reviewing federal, state, and local regulatory agency databases for the site and for adjoining properties. The purpose of this review is to evaluate the possible environmental impact to the site from current or historical on- and off-site activities. Databases are intended to identify locations of known hazardous waste sites, landfills, leaking underground storage tanks, permitted facilities that utilize underground storage tanks, and facilities that use, store, or dispose of hazardous materials.
 - Field exploration shall include sampling, testing, or chemical analysis of soil, groundwater, surface water, or other materials for the purpose of evaluating possible environmental hazards or risks.
 - Reviewing reasonably ascertainable local regulatory agency files for the site and adjoining properties (if database records indicate potential significant hazardous substances releases occurred). Requests will be made to County Environmental Health Departments and other agencies, as appropriate. Reviewing reasonably ascertainable historical documents, including aerial photographs and topographic maps, as appropriate.
 - Performing a preliminary vapor encroachment screening to evaluate the potential for vapor encroachment conditions.
 - Preparing a Phase I ESA report documenting findings and providing opinions regarding possible environmental impacts at the site.

Note; if the location is found to have contaminants, the airport may choose an engineering fee alternate that will include limited Phase II environmental site assessments. Additionally, the LEAN team will analyze other multiple site locations.

- f. Geotechnical and Utility Survey – Limited Phase II Environmental Site Assessment. In the event recognized environmental conditions (RECs) are reported in the Phase I ESA requiring subsurface evaluation for adverse environmental conditions, a Limited Phase II ESA will be conducted by evaluating the current subsurface conditions present in soil and soil vapor at the site and it includes the following work items:
- Prepare a site-specific health and safety plan (HASP), which will address worker safety as well as the safety of the general public. The HASP will address field activities to be conducted by the LEAN team and its subcontractors, and will be prepared in accordance with California Code of Regulations, Title 8, Section 5192 and 29 Code of Federal Regulations 1910.120.
 - Obtain a boring permit from the City of Burbank Department of Public Health.
 - Underground Service Alert (USA) will be contacted to mark the locations of underground utilities a minimum of three working days prior to the start of subsurface activities.
 - Engage the services of a geophysical survey subcontractor in an attempt to individually clear each boring location from potential underground anomalies and utility lines that might conflict with work activities on the site using a combination of Electromagnetic and multi-frequency Ground Penetrating Radar methods.
 - Advance up to four soil borings to evaluate for potential soil and soil vapor contamination. The borings will be initially advanced to approximately 5 feet below ground surface (bgs) using hand auger methods. The borings will then be advanced to approximately 15 feet bgs using a direct push rig.
 - Proposed sampling locations are subject to change based on unforeseen field conditions (utilities, auger refusal, etc.). Soil samples from the borings will be collected at approximate 1, 5, 10, and 15 feet bgs. The soil samples will also be logged and field screened for indications of contamination. Field screening will be conducted with a calibrated photo-ionization detector (PID), by visual observation, and by evidence of odors.
 - The 1-foot soil samples from each boring will be submitted for laboratory analysis for Title 22 Metals in accordance with United States Environmental Protection Agency (EPA) Method 6010B/7471A (4 soil samples total). The remaining soil samples from each boring will be submitted for laboratory analysis for total petroleum hydrocarbons (TPH) and volatile organic compounds (VOCs) in accordance with EPA Methods 8015B/5035 and 8260B/5035, respectively (12 soil samples total).
 - Following the advancement of the borings, temporary soil vapor probes will be installed in each of the four soil borings at approximately 5 and 15 feet bgs.

- At least 48 hours following the installation of the probes, soil vapor sampling will be conducted in general accordance with California Department of Toxic Substances Control protocol. Soil vapor samples will be analyzed by a fixed environmental analytical laboratory for the full suite (halogenated and non-halogenated) of VOCs including fuel oxygenates and TPH as gasoline using EPA Method 8260B.
- Following the soil vapor sampling, the soil vapor probes will be abandoned and patched with asphalt or concrete, attempting to match existing surface conditions.
- Out team estimates that one drum of soil cuttings will be generated during the proposed field activities. For waste characterization purposes, one composite soil sample will be collected from the drum and analyzed for TPH carbon chain, VOCs, and Title 22 Metals in accordance with EPA Methods 8015B, 8260B, and 6010B/7471A, respectively. Following receipt of the laboratory results, the drum will be transported to a recycling facility as non-hazardous waste.
- Prepare a summary report following receipt of laboratory analytical data. The report will include a discussion of the site background, site characteristics, results of Limited Phase II ESA field activities and sampling, limitations, references, tables, figures, conclusions and recommendations, soil boring logs, geophysical survey report, and analytical results. The report will present a comparison of the analytical results to the appropriate regulatory screening levels.

2.3. Schematic 30% Design and Basis of Design:

a. Basis of Design and Conceptual 30% Design Plans.

LEAN will provide proposed plans and layout and an order-of-magnitude estimate of probable construction cost based on the existing information and then will introduce survey and other field data results as they become available. This documentation will represent a basis for the design that will be at approximately 30% level. The following list of drawings and accompanying documentation will be developed for the 30% design and basis of design. The document will be delivered in 11" by 17" bound copy and PDF.

1) Architectural. This work will include determining the following criteria:

- Building Type.
- Roof Type.
- Maintenance Access.
- Aesthetic Requirements.

It is assumed that no restroom is required on this project.

2) Electrical. LEAN will develop specifications and schematic drawings that will accurately detail the following electrical criteria:

- Electrical Equipment Selection.
- Circuit Consolidation Confirmation.

- High Voltage Design. This includes detailing the following elements:
 - i. Transformer specifications, including specific voltage and size ratings such as 480Y/277V, 3 PH, and 4 Wire
 - ii. Mineral oil versus seed oil requirements and oil containment method.
 - iii. Grounding scheme and requirements
 - iv. Manhole connections/ductbank to above-ground utility pole connections
 - v. Conduit diameter and quantity (including spares) for the ductbank
 - vi. Associated foundations and infrastructures
 - Medium/Low Voltage Design.
 - CCR Layout.
 - Airfield Lighting Control System.
 - Access Control.
 - Lighting Selection and Title 24 Calculations.
 - Fiber Optic Connectivity.
 - Alternate: Feed to energize the existing ARFF facility from the new transformer as well as the new AFL vault and repurposed existing AFL Vault.
- 3) Civil/Grading/Utility. Civil engineering requirements will include the following:
- Site grading, and utility improvements.
 - Fence Entrance Modifications.
 - Parking Lot Modifications and Grading.
 - Trench Backfill.
 - Water hose bib connection on outside of the building.
- 4) Mechanical
- New HVAC systems will be provided for the vault. All systems will comply with the 2019 California Mechanical and Plumbing codes along with Title 24. The heating ventilation and air conditioning for the vault will be provided via a packaged air-cooled heat pump air conditioner ("AC unit").
- 5) Structural. This work the following tasks:
- Provide Site visit for existing condition survey.
 - Provide Basis of Design which will detail Structural Design requirements, design forces, building diagram if available by architect.
 - Develop a list and description of the applicable Building Codes and Authorities.
 - Suggest Building Structural System (Vertical and lateral force resisting system).
 - Provide Design report explaining the design intent and construction methodology including pros/ cons.

6) Fire Suppression (Alternate). Provide fire suppression recommendations and requirements for new AFL vault and repurposed AFL vault. This includes:

- Code requirements.
- Type of fire suppression
- Maintenance and testing requirements for fire suppression.

7) Fire alarm.

The building will require fire alarm and detection. From a value engineering point of view, we recommend installing a VESDA or similar type of monitoring system of early detection of a fire from overheating circuit boards, long before standard smoke detection equipment would initiate an alarm. The fire alarm will be connected to the existing building and fire alarm system of the airport and communication center via connectivity in the existing AFL Vault.

b. List of Technical Specifications.

A Table of Content (TOC) of Volume I (front-end) and Volume II (technical) specifications will be included in the deliverable.

c. Construction Estimate.

At the completion of the Conceptual Design, an order-of-magnitude cost estimate will be developed based on all of the decisions and basis of design agreed upon with the stakeholders. . The result will provide LEAN to select an alternative to meet budget requirements. LEAN will review and confirm each element with the responsible subconsultant prior to submission to the Authority. Any comments received, as a result of the submission to the Authority, will be addressed prior to re-submission for approval. The approved Conceptual Design estimate will establish an order-of-magnitude cost of the construction project.

2.4. Conceptual Design – QA/QC.

LEAN will conduct in-house quality control review of the 30% Conceptual Design plans, a TOC of Volume I and Volume II specifications and order-of-magnitude estimate of probable construction cost prior to submittal to the Authority (as provided by the Authority). The Quality Control review will be by performed by an independent Senior Engineer or Construction Manager who is not actively involved in the design of the project. This allows for a completely independent review of the deliverable. In addition, a mid-level engineer will perform a detailed checking of the project plans, any calculations and list of specifications. LEAN commits to a minimum of 10 percent of this design services phase budget be committed to quality assurance/quality control.

2.5. Conceptual Design – Design Submission – Drawings and Basis of Design

LEAN will submit the Conceptual Design Plans, a table of content list of Volume II Specifications, and an Engineer's Report and progress to date to the Authority and other city stakeholders (as provided by the Authority) for their review and comment. All submittals will be in electronic format. The Authority will print hard copies as necessary.

LEAN anticipates the Authority will review the Conceptual Development Package Submission and return comments within two weeks of delivery.

2.6. Conceptual Design – Review Mtg.

LEAN will coordinate and attend one (1) meeting at the Hollywood Burbank Airport to review the Conceptual Design submittal. The intent of this meeting is to review the basis of design and comments from the airport to finalize the project moving forward.. LEAN will provide written minutes of the meeting and distribute to all attendees. The Authority and the FAA (as provided by the Authority) will provide any additional written comments to LEAN within one week of the design review meeting that may affect the development of the project design moving forward. Note; it is anticipated that subdiscipline leaders will be included in this meeting which will include civil, structural, mechanical, architectural, electrical, and geotechnical. Our goal is that at the end of this meeting all basis of design has been completed and agreed to by the airport and appropriate stakeholders.

3. Task 3 – 60% Design

3.1 Stakeholder Meetings. It is anticipated that the following stakeholder review meetings will take place:

- a. BWP
- b. Fire Department
- c. Maintenance
- d. Airport Engineering
- e. Operations and Engineering
- f. FAA ATCT

3.2 Review and Incorporate Conceptual Design Comments

LEAN will review all comments received from the Authority and the appropriate stakeholders from the conceptual design submittal review and incorporate the applicable comments into the plans, estimate of probable construction cost, and Engineer's Report, during the 60% Complete Design Phase. This task will include the review of each comment and a written report on how it will be incorporated into the documents, or why it was not applicable. A written summary letter or spreadsheet will be submitted to the Authority.

The intent of the 60% design is to advance the project design to a level where the project is coordinated appropriately for geometry and grade considerations. At the completion of the 60% design package, the project will proceed to 100% design.

3.3 Design

- (a) Construction Plans. LEAN will prepare 60% construction drawings. The 60% Complete Design will identify, evaluate, and resolve specific elements of the project for a technically sound and comprehensive project. It is anticipated that the following drawings will be developed:

LIST OF DRAWINGS FOR 60%

GENERAL

GENERAL NOTES (SUPPLIED BY AIRPORT)
COVER SHEET
SHEET INDEX AND ARCHITECTURAL SYMBOLS
GENERAL INFORMATION
ABBREVIATIONS
CALIFORNIA APPLICABLE CODES
ADA INFORMATION

CIVIL

ABBREVIATIONS AND LEGEND
ACCESS AND SAFETY PLAN
OVERALL SITE PLAN
GRADING AND DRAINAGE PLAN
EROSION CONTROL PLAN
OVERALL UTILITY PLAN
DOMESTIC/FIRE WATER PLAN & PROFILE

LIFE SAFETY

BUILDING CODE ANALYSIS
EXITING PLAN

ARCHITECTURE

PLAN LEVEL 1
ROOF PLAN
CEILING PLAN

ELECTRICAL

ELECTRICAL GENERAL NOTES
EXISTING AREA PLAN: DEMOLITION
EXISTING AFL VAULT: DEMO. REFL. CEILING PLAN
NEW AREA PLAN: LAYOUT PLAN
NEW AFL VAULT: SINGLE LINE
ELECTRICAL: TEMP. PHASING & CUTOVER PLAN

MECHANICAL

GENERAL NOTES, HVAC, CODES AND SHEET INDEX
TITLE 24 – SHEET 1 OF 2
MECHANICAL/HVAC PLAN LEVEL 1
MECHANICAL/HVAC ROOF PLAN

FIRE ALARM

FIRE ALARM NOTES
FIRE ALARM SYMBOLS AND LEGEND
VAULT LAYOUT PLAN - ALARMS

STRUCTURAL

STRUCTURAL NOTES
STATEMENT OF SPECIAL INSPECTIONS
STANDARD CONCRETE DETAILS
STANDARD MASONRY DETAILS
STANDARD FRAMING DETAILS
BUILDING PLANS
FOUNDATIONS SECTIONS & DETAILS

SECURITY SYSTEMS

EQUIPMENT LAYOUT

3.4 Receive and Review Front End Specifications.

LEAN will receive and review the draft Volume I front end specifications from the Authority for the project. LEAN will highlight potential variations for review during the 60-percent (60%) design review meeting. However, the Volume I front end specifications will be developed by the Airport.

3.5 Technical Specifications.

LEAN will compile a 60% draft of the Volume II Technical Specifications that will be included in the deliverable. Technical Specifications will conform to FAA Advisory Circular 150/5370-10H Specification of Construction on Airports, or latest version, California Building Code, California Electric Code. LEAN will meet with the local BWP, Fire Department, and FAA. LEAN will review the results of the meeting with the Authority staff to discuss the approach to the 100% submittal.

3.6 Construction Schedule and Schedule Updates

LEAN will create a draft construction schedule that outlines the construction activities and durations for the construction of the vault project. Updates to the design project schedule will also be provided using input from the Authority and the Critical Path Methodology.

3.7 Estimate

LEAN will develop a preliminary engineer's estimate of probable construction cost for the airfield lighting vault.

3.8 Engineers Design Report

LEAN will develop the preliminary draft of the Sponsor Engineers Design Report for the Airfield Lighting Vault Design Project. The engineer's design report will also include any design calculations that were developed to validate the engineering design for the project.

3.9 CSPP

LEAN will prepare the Draft CSPP in accordance with AC 150/5370-2G Operational Safety of Airports during Construction, or latest edition, and submit to the Authority, FAA Project Manager and the FAA Certification Inspector for review and comment.

3.10 60% Quality Control Review

LEAN will conduct in-house quality control review of the 60% Schematic Design plans, Volume I and Volume II Specifications, Engineer's Estimate of probable construction cost, and Engineer's Report prior to submittal to the Authority and associated stakeholders. The Quality Control review will be performed by an independent Senior Engineer and a Construction Manager who are not actively involved in the design project. This allows for a completely independent review of the deliverable. In addition, a mid-level engineer will perform a detailed checking of any calculation within the project plans and specifications. LEAN commits to a minimum of 10 percent of this design services phase budget be committed to quality assurance/quality control.

3.11 60% Submittal – Final Submittal

LEAN will submit the 60% Complete Design Plans, Volume I and Volume II Specifications, Engineer's Estimate of probable construction cost and Engineer's Report to the Authority for review and comment. At the same time, LEAN will submit the 60% Complete Design Plans, Volume I and Volume II Specifications and Engineer's Report to the FAA for their review and comment. All submittals will be in electronic format. The Authority will print hard copies as necessary. LEAN anticipates the Authority will review the 60% Design Package Submission and return comments within two weeks of delivery.

3.12 60% Design Review Meeting

LEAN will coordinate and attend one (1) meeting at the Hollywood Burbank Airport to review the 60% Complete Design submittal. LEAN will provide written minutes of the meeting and distribute to all attendees. The Authority and the FAA will provide any additional written comments to LEAN within two weeks of the design review meeting that may affect the direction of the project. The meeting will be attended by the LEAN principal-in-charge, project manager and/or project engineer. This includes subconsultants as required.

4 Task 4 – 100% Design

The intent of the 100% design is to advance the project to include sufficient detail to clearly present all elements of the design. At the completion of the 100% design package, the project will proceed to final bid design set of construction documents.

4.1 Review and Incorporate 60% Comments

LEAN will review all comments received from the Authority and the FAA from the 60% design submittal review and incorporate applicable comments into plans, specifications, estimate of probable construction cost, and Engineer's Report, during the Bid Set Design Phase. This task will include the review of each comment and a written report on how it will be incorporated into the documents, or why it was not applicable. The written letter report will be submitted to the Authority.

4.2 Submit 7460

LEAN will coordinate and assemble an FAA Form 7460 to determine that all eligible construction activities are coordinated with the FAA. LEAN will complete Form 7460 and submit to the Authority in order for the Authority to submit to the FAA. As part of this task, LEAN will develop and submit an exhibit to the Authority in order to supplement Form 7460.

4.3 100% Set Design

(a) Construction Plans.

LEAN will prepare 100% complete drawings. The 100% Complete Design will identify, evaluate, and resolve specific elements of the project for a technically sound and comprehensive project.

The plan development at the 100% level will include development of construction phasing and construction of new ALV. The development of the 100% complete design

will be in coordination with the Authority for their input. The following list of drawings will be submitted (mainly 1"= 40' on a 11" BY 17" and 22"x34" electronic drawing):

LIST OF PLANS FOR 100%

GENERAL

GENERAL
COVER SHEET
SHEET INDEX AND ARCHITECTURAL SYMBOLS
GENERAL INFORMATION
ABBREVIATIONS
CALIFORNIA APPLICABLE CODES
ADA INFORMATION

CIVIL

ABBREVIATIONS AND LEGEND
ACCESS AND SAFETY PLAN
OVERALL SITE PLAN
GRADING AND DRAINAGE PLAN
EROSION CONTROL PLAN
OVERALL UTILITY PLAN
DOMESTIC/FIRE WATER PLAN & PROFILE
SITE DETAILS
UTILITY DETAILS
FENCING AND SECURITY DETAILS

LIFE SAFETY

BUILDING CODE ANALYSIS
EXITING PLAN

ARCHITECTURE

PLAN LEVEL 1
ROOF PLAN
CEILING PLAN
BUILDING ELEVATIONS
BUILDING SECTIONS
WALL SECTIONS
PARTITION TYPES
PARTITION TYPE DETAILS
ROOF DETAILS
DOOR, LOUVER SCHEDULE
DOOR DETAILS
ROOM FINISH SCHEDULE

ELECTRICAL

ELECTRICAL GENERAL NOTES
EXISTING AREA PLAN: DEMOLITION
EXISTING AFL VAULT: DEMO. REFL. CEILING PLAN
EXISTING AFL VAULT: DEMO. POWER SINGLE LINE
EXISTING AFL VAULT: DEMO. CONTROL SING. LINE
NEW AREA PLAN: LAYOUT PLAN
NEW AFL VAULT: REFLECTED CEILING PLAN
NEW AFL VAULT: LAYOUT PLAN
NEW AFL VAULT: ELEVATIONS (ALL SIDES)
NEW AFL VAULT: SINGLE LINE
NEW AFL VAULT: DETAILS
NEW AFL VAULT: TITLE 24 CALCS. & LIGHT. PLAN

NEW AFL VAULT: PANELBOARD SCHEDULES
NEW AFL VAULT: LOAD CALCS
NEW AFL VAULT: VOLTAGE DROP CALCS
NEW AFL VAULT: GEN. SEQUENCE OF OPS.
NEW AFL VAULT: ALCS SINGLE LINE AND DETAILS
BWP PAD MOUNTED TRANSFORMER – DETAILS
LOAD BANK: DETAILS
FUEL TANK: DETAILS
GENERATOR: DETAILS
ELECTRICAL: TEMP. PHASING & CUTOVER PLAN

MECHANICAL

GENERAL NOTES, CODES AND SHEET INDEX
TITLE 24 – SHEET 1 OF 2
MECHANICAL PLAN LEVEL 1
MECHANICAL ROOF PLAN
MECHANICAL SECTIONS
MECHANICAL DETAILS – SHEET 1 OF 2
MECHANICAL DETAILS – SHEET 2 OF 2
MECHANICAL SCHEDULES – SHEET 1 OF 2
MECHANICAL SCHEDULES – SHEET 2 OF 2

FIRE ALARM

FIRE ALARM NOTES
FIRE ALARM SYMBOLS AND LEGEND
VAULT LAYOUT PLAN - ALARMS
ALARM - SINGLE LINE
ALARM - EQUIPMENT SCHEDULE

STRUCTURAL

STRUCTURAL NOTES
STATEMENT OF SPECIAL INSPECTIONS
STANDARD CONCRETE DETAILS
STANDARD MASONRY DETAILS
STANDARD FRAMING DETAILS
BUILDING WIND ISO DIAGRAM
ANCHOR BOLT PLAN
FOUNDATION & SLAB-ON-GRADE PLAN
BUILDING PLANS
FOUNDATIONS SECTIONS & DETAILS
STEEL FRAMING SECTIONS

SECURITY SYSTEMS

EQUIPMENT LAYOUT
ACCESS CONTROL LAYOUT/SINGLE LINE DIAGRAM
ACCESS CONTROL - SCHEDULES

4.4 Front End Specifications.

The Authority will update the Volume I front end specifications for use with the project.

4.5 Technical Specifications.

A 100% draft of the Volume II Technical Specifications will be included in the deliverable. All technical specifications will be detailed and coordinated with the project plans, including any modifications to FAA Standard Technical Specifications. These specifications will cover

all disciplines including civil, structural, electrical, mechanical, architectural, fire alarm, and fire suppression.

4.6 Construction Schedule

LEAN will develop a detailed construction schedule that outlines the construction schedule of for the project. Updates to the design project schedule will also be provided using input from the Authority and the Critical Path Methodology.

4.7 Construction Estimate

LEAN will develop a detailed estimate of probable construction cost for the construction of the airfield lighting vault project.

4.8 Engineers Report.

LEAN will develop the final draft of the Engineers Design Report for the airfield lighting vault project. The engineer's design report will also include any design calculations that were developed to validate the engineering design for the project. This report will finalize any recommendations for any Modifications to Standards that became evident throughout the design process.

4.9 100% Set Quality Control Review.

LEAN will conduct in-house quality control review of the 100% Complete Design plans, Volume I and Volume II specifications, estimate of probable construction cost, Engineer's Report prior to submittal to the Authority and FAA. The Quality Control review will be by performed by two (2) independent Senior Construction Managers who are not actively involved in the design project. This allows for a completely independent review of the deliverable. In addition, a mid-level engineer will perform a detailed checking of the project plans and specifications. LEAN commits to a minimum of 10 percent of this design services phase budget be committed to quality assurance/quality control.

4.10 Finalize CSPP.

LEAN will prepare the final CSPP in accordance with AC 150/5370-2G Operational Safety on Airports during Construction and submit to the Authority, FAA Project Manager and the FAA Certification Inspector.

4.11 Finalize 100% Design

LEAN will submit the 100% Complete Design Plans, Volume I and Volume II Specifications and Engineers Report to the Authority for review and comment. At the same time, the Authority or LEAN will submit the 100% Complete Design Plans, Volume I and Volume II Specifications and Engineers Report to the FAA for their review and comment. All submittals will be in electronic format. The Authority will print hard copies as necessary.

LEAN anticipates the Authority will review the 100% Design Package Submission and return comments within two weeks of delivery.

4.12 100% Set Submittal Review Meeting.

LEAN will coordinate and attend one (1) meeting at the Hollywood Burbank Airport to review the 100% Complete Design submittal. LEAN will provide written minutes of the meeting and distribute to all attendees. The Authority will provide any additional written comments to LEAN within two weeks of the design review meeting that may affect the direction of the project. The meeting will be attended by the LEAN principal- in-charge, project manager and project engineer, and associated subconsultants.

5 Task 5 – Bid Set Design

5.1 Review and Incorporate 100% Comments. LEAN will review all comments received from the Authority from the 100% design submittal review and incorporate applicable comments into plans, specifications, estimate of probable construction cost, and Engineer's Report, during the Bid Set Design Phase. This task will include the review of each comment and a written report on how it will be incorporated into the documents, or why it was not applicable.

5.2 Bid Set Design

- a) Construction Plans. LEAN will incorporate the comments for the 100% review into a final set of signed and sealed drawings.
- b) Volume I Front End Specifications. It is not anticipated that there will be work associated on LEAN's part on the front-end specifications.
- c) Volume II - Technical Specifications. LEAN will incorporate the comments from the 100% review into a final set of signed and sealed drawings.
- d) Construction Schedule. LEAN will incorporate the comments from the 100% review into a final set of signed and sealed drawings.
- e) Construction Estimate. LEAN will provide a final set of construction estimate with breakdown for labor and materials hours.

5.3 Bid Set Quality Control Review. The main goal of this QC effort is to make sure that the airport's comments from the 100% submission was finalized.

5.4 Finalize CSPP. LEAN will finalize any comments associated with the CSPP and provide a final document.

5.5 Finalize Bid Set Design

LEAN will submit two (2) half size sets of the Bid Set Design Plans, two (2) sets of Volume I and Volume II Specifications and two (2) sets of Engineers Report to the Authority.

6 Bid Award Services

6.1 Prebid Conference.

LEAN will attend a pre-bid conference at the Hollywood Burbank Airport. LEAN will describe specific elements of the project, as requested by the Authority. LEAN will attend any site walk/visit during the Pre-Bid Conference. LEAN will provide minutes of this meeting and an attendance list to be provided in an Addendum.

6.2 Addenda.

LEAN will review and answer any Request for Clarification (RFC) during the bid phase. LEAN will compile all required addenda to revise plans, specifications and other contract documents prepared by LEAN in order to (1) provide clarifications, (2) correct discrepancies, or (3) correct errors and/or omissions. LEAN will submit this information in hard copy format and via PDF for the Authority to distribute to plan holders.

6.3 Conformed Documents.

LEAN will prepare Conformed Documents for the Authority. The Conformed Documents incorporate the Bidding Documents and all Addenda issued, to complete an Issued for Construction set of documents. LEAN will deliver the following in a pdf format, once the documents are complete:

- Full size set of drawings;
- Half size set of drawings;
- A set of Volume I and Volume II specifications;
- Half-size set of drawings to the Authority;
- Full-size set of drawings to the Authority; and electronic set of drawings.

II. CONSTRUCTION ADMINISTRATION SERVICES

Construction Administration services will be determined and negotiated at a later time.

III. DELIVERABLES

Lean will provide the following deliverables:

- 1) One (1) digital copy (PDF) of Conceptual Design (30%) Plans (11x17), List of Specifications, Cost Estimate, and Engineer's Report Table of Content to the Authority
- 2) One (1) digital copy (PDF) of 60% Plans (11x17), Specifications, Cost Estimate, Schedule and Engineer's Report to the Authority.
- 3) One (1) digital copy (PDF) of Preliminary Construction Safety Phasing Plan (CSPP) to the Authority.
- 4) One (1) digital copy (PDF) of FAA Form 7460.
- 5) One (1) digital copy (PDF) of Final Construction Safety Phasing Plan (CSPP).
- 6) One (1) digital copy (PDF) of 100% Plans (11 x 17), Specifications, Cost Estimate, Schedule and Engineer's Report, to the Authority and FAA as required.
- 7) One (1) digital copy (PDF) of Bid Set Plans (11 x 17 and 22 x 34), Specifications, Cost Estimate, Schedule and Engineer's Report, to the Authority and FAA as required.
- 8) One (1) digital copy (PDF) of Conformed Plans (11 x 17) and (22 x 34), Specifications, Cost Estimate, Schedule and Engineer's Report, to the Authority and FAA as required.
- 9) Required Addenda, Bid Analysis, Submittal, RFI, Construction Management Plan, Final Construction Report and As-Built Information to the Authority.

III. SCHEDULE

LEAN will complete the above referenced services within the following schedule:

- 1) Complete Task 1 Conceptual Design (30%) within 8 weeks from Notice to Proceed
- 2) Complete Task 2 (60% Design) within 12 weeks from Notice to Proceed.
- 3) Complete Task 3 (100% Design) within 16 weeks from Notice to Proceed.
- 4) Complete Task 4 (Bid Design) within 20 weeks from Notice to Proceed.
- 5) Complete Task 5 (Bid Phase – Conformed Set) within 4 weeks from Advertisement Date.

Note; this schedule assumes very little delay with coordinating the power feed with BWP and the option to be selected regarding the size of the transformer and feed configuration to the existing facilities.

EXHIBIT B
Fee Schedule

(attached)

By: _____
 Name: _____

BY: _____
Member _____

by:

[illegible]

EXHIBIT 8 - DETAILED DERIVATION OF FEE SCHEDULE

Task	Job Classification	Responsible	LEARN TECHNOLOGY CONSTRUCTION				VCL				LEARN AND TECHNOLOGY				TOTAL			
			LEARN PM & PRINCIPAL ENGINEER	LEARN PM & PRINCIPAL ENGINEER	LEARN SR. PROJECT	LEARN SR. PROJECT	VCL SR. PROJECT	VCL SR. PROJECT	VCL SR. PROJECT	VCL SR. PROJECT	LEARN SR. PROJECT	LEARN SR. PROJECT	LEARN SR. PROJECT	LEARN SR. PROJECT	TOTAL	TOTAL	TOTAL	TOTAL
1.0	PROJECT MANAGEMENT	Responsible	\$ 246,511	\$ 171,118	\$ 171,118	\$ 171,118	\$ 171,118	\$ 171,118	\$ 171,118	\$ 171,118	\$ 171,118	\$ 171,118	\$ 171,118	\$ 171,118	\$ 246,511	\$ 246,511	\$ 246,511	\$ 246,511
2.0	BASE OF DESIGN AND SCHEMATIC DESIGN	Responsible																
3.0	DESIGN DEVELOPMENT	Responsible																
4.0	CONSTRUCTION	Responsible																
5.0	OPERATION & MAINTENANCE	Responsible																
6.0	PROJECT CLOSE-OUT	Responsible																
7.0	PROJECT CLOSE-OUT	Responsible																
8.0	PROJECT CLOSE-OUT	Responsible																
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99.0	PROJECT CLOSE-OUT	Responsible																
100.0	PROJECT CLOSE-OUT	Responsible																

SUMMARY OF BASE SERVICES

SUMMARY OF BASIC SERVICES																			
ITEM	DESCRIPTION	LEARN	VCL	PM	SR	PM	SR	PM	SR	PM	SR	PM	SR	PM	SR	PM	SR	PM	SR
1.0	PROJECT MANAGEMENT	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
2.0	BASE OF DESIGN AND SCHEMATIC DESIGN	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
3.0	DESIGN DEVELOPMENT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
4.0	CONSTRUCTION	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
5.0	OPERATION & MAINTENANCE	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
6.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
7.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
8.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
9.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
10.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
11.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
12.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
13.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
14.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
15.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
16.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
17.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
18.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
19.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
20.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
21.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
22.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
23.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
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25.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
26.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
27.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
28.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
29.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
30.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
31.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
32.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
33.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
34.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
35.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
36.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
37.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
38.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
39.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
40.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
41.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
42.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
43.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
44.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
45.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
46.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
47.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
48.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
49.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
50.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
51.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
52.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
53.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
54.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
55.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
56.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
57.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
58.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
59.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
60.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
61.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
62.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
63.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
64.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
65.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
66.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
67.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
68.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
69.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
70.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
71.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
72.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
73.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
74.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
75.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
76.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
77.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
78.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
79.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
80.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
81.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
82.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
83.0	PROJECT CLOSE-OUT	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%</								

EXHIBIT C
Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

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

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
AIP Project Federal Requirements

1. Access to Records and Reports

Consultant must maintain an acceptable cost accounting system. Consultant agrees to provide the Authority, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. Breach of Contract Terms

Any violation or breach of terms of this contract on the part of Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The Authority will provide Consultant written notice that describes the nature of the breach and corrective actions Consultant must undertake in order to avoid termination of the contract. The Authority reserves the right to withhold payments to Consultant until such time Consultant corrects the breach or the Authority elects to terminate the contract. The Authority's notice will identify a specific date by which Consultant must correct the breach. The Authority may proceed with termination of the contract if Consultant fails to correct the breach by the deadline indicated in the Authority's notice.

The duties and obligations imposed by the contract documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. General Civil Rights Provisions

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

4. Civil Rights – Title VI Assurance

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

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

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

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

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

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

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

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

Authority to enter into any litigation to protect the interests of the Authority. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against

minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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

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

5. Clean Air and Water Pollution Control

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Consultant agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceed \$150,000.

6. Contract Workhours and Safety Standards Act Requirements

A. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (A) of this clause, Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Consultant and such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

without payment of the overtime wages required by the clause set forth in paragraph (A) of this clause.

C. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this clause.

D. Subcontractors.

Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this clause.

7. Certification of Offeror/Bidder Regarding Debarment

A. By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

B. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered

transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. Disadvantaged Business Enterprises

A. Contract Assurance (§ 26.13) - Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying Consultant from future bidding as non-responsible.

Contractor agrees to include the Contract Assurance in all subcontracts entered into with a subcontractor.

B. Prompt Payment (§ 26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

C. Attainments (§ 26.37) - Contractor shall submit a running tally of actual DBE attainments (e.g. payments actually made to DBE firms) including a means of comparing these attainments to commitments in a monthly basis in the format specified by the Authority.

D. Utilization (§ 26.53) - The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Authority's written consent as provided in 49 CFR Part 26. Unless the Authority's consent is provided as provided therein, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

E. Termination or Replacement of DBEs on a Contract (§ 26.53) - The Contractor shall notify the Business Properties and Administration department in writing immediately of a DBE's inability or unwillingness to perform its subcontract work and Contractor's intention to terminate the DBE, and shall provide reasonable documentation in evidence of the DBE's deficient performance. The Authority will evaluate the Contractor's allegations of the DBE's

deficient performance and determine, in its sole discretion, whether the Contractor's proposed termination of the DBE is based on good cause and warranted.

F. Subcontracts (§26.29) – The Contractor shall make available upon request a copy of all subcontracts.

9. Distracted Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Authority encourages Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

10. Energy Conservation Requirements

Consultant and subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

11. Federal Fair Labor Standards Act

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

12. Certification Regarding Lobbying

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13. Occupational Safety and Health Act

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

14. Termination of Contract

A. The Owner may, by written notice to Consultant, terminate this agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Authority, Consultant must immediately discontinue all services affected.

Upon termination of the agreement, Consultant must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Authority agrees to make just and equitable compensation to Consultant for satisfactory work completed up through the date Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. Either party may terminate this agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

1. Termination by Authority: The Authority may terminate this Agreement in whole or in part, for the failure of Consultant to:

- a. Perform the services within the time specified in this contract or by Authority approved extension;
- b. Make adequate progress so as to endanger satisfactory performance of the Project;
- c. Fulfill the obligations of the agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the agreement, Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Authority agrees to make just and equitable compensation to Consultant for satisfactory work completed up through the date Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Authority determines Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Authority issued the termination for the convenience of the Authority.

2. Termination by Consultant: Consultant may terminate this agreement in whole or in part, if the Authority:

- a. Defaults on its obligations under this agreement;
- b. Fails to make payment to Consultant in accordance with the terms of this Agreement;
- c. Suspends the Project for more than [180] days due to reasons beyond the control of Consultant.

Upon receipt of a notice of termination from Consultant, the Authority agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If the Authority and Consultant cannot reach mutual agreement on the termination settlement, Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this agreement based upon the Authority's breach of the contract.

In the event of termination due to Authority breach, the Engineer is entitled to invoice the Authority and to receive full payment for all services performed or furnished in accordance with this agreement and all justified reimbursable expenses incurred by Consultant through the effective date of termination action. The Authority agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

15. Trade Restriction Certification

A. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
3. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

B. The Offeror/Consultant must provide immediate written notice to the Owner if the Offeror/Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Consultant must require subcontractors provide immediate written notice to Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

C. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

3. who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

D. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Offeror may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

E. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Authority cancellation of the contract or subcontract for default at no cost to the Authority or the FAA.

16. Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Authority and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 16, 2020**

**SHORT TERM PARKING SPACE RESERVATION AGREEMENT
SILVERCO ENTERPRISES**

SUMMARY

Staff seeks Commission approval to award a Short Term Parking Space Reservation Agreement ("Agreement") to Silverco Enterprises ("Silverco"), a current tenant at the Hollywood Burbank Airport, for 350 spaces in the currently closed Remote Parking Lot A located at the corner of Winona Street and Hollywood Way.

BACKGROUND

On October 1, 2018, the Authority entered in a Short Term Parking Space Reservation Agreement with Silverco to park motor vehicles and trucks on a daily basis. Silverco supplies these vehicles in support of the area film industry and studios. Currently, Silverco leases 523 spaces in remote Parking Lot B located along Hollywood Way, south of Winona Street and is a tenant that is in good standing with its obligations and remittance.

As a tenant in good standing, when Silverco contacted Staff on November 9 and expressed an urgent need for the space beginning November 17, Staff sought to obtain additional revenues that could be generated, even if for a short period of time. Staff began working immediately with Authority Counsel on preparing an Agreement similar to the agreement for Lot B. However, in order to meet the agenda packet deadline for this Commission meeting, Staff is submitting this staff report in advance of the Agreement being executed by Silverco and is seeking Commission consideration without a recommendation from the Finance Committee.

The proposed Agreement for the Lot A spaces will be under similar terms and uses as the spaces in Lot B. Remittance terms for the parking spaces charges will also be same as for Lot B in that payment is in arrears and is subject to the City of Burbank's Transient Parking Tax.

DETAILS

The key components for this proposed Agreement are:

Premises:	Reservation of 350 parking spaces in Remote Parking Lot A
Use:	Parking of motor vehicles and trucks
Term:	Ongoing daily parking starting on November 17, 2020

Rate: The daily fee amounts to a monthly amount in the following step up order:

1. \$10,710 applicable for the first three months;
2. \$13,650 for the next three months; and
3. \$16,380 for the next six months.

Parking revenues collected under this Agreement are subject to the City of Burbank 12% Transient Parking Tax

Adjustments: If the space continues to be utilized beyond November 17, 2021, the daily rate will be subject to an increase of 3% and each year thereafter

Termination: Termination may be invoked by either party by delivering thirty (30) days' advance written notice

IMPACT ON REVENUE

The proposed Agreement can initially provide additional gross revenues of \$171,360 over the first annual period.

RECOMMENDATION

Staff recommends that the Commission approve the proposed Agreement with Silverco for parking at Lot A and authorize the Executive Director to execute the Agreement.

Hollywood Burbank Airport

REVENUE PASSENGERS	September			January - September		
	2020	2019	% Change	2020	2019	Change
Signatory Airlines						
Alaska Airlines	11,926	52,811	-77.42%	142,544	465,365	-69.37%
American Airlines	15,338	26,850	-42.88%	143,793	224,566	-35.97%
Delta Airlines	4,053	26,574	-84.75%	59,609	157,149	-62.07%
JetBlue Airways	0	18,493	-100.00%	49,557	181,899	-72.76%
Southwest Airlines	83,860	349,837	-76.03%	1,126,995	3,036,021	-62.88%
Spirit Airlines	2,908	12,784	-77.25%	37,634	45,139	-16.63%
United Airlines	5,332	30,684	-82.62%	86,802	242,255	-64.17%
Total Revenue Passengers	123,417	518,033	-76.18%	1,646,934	4,352,394	-62.16%
Inbound (deplaned)	62,089	260,657	-76.18%	824,160	2,173,282	-62.08%
Outbound (enplaned)	61,328	257,376	-76.17%	822,774	2,179,112	-62.24%

AIRCRAFT OPERATIONS *	September			January - September		
	2020	2019	% Change	2020	2019	% Change
Air Carrier	2,159	5,701	-62.13%	27,729	48,263	-42.55%
Air Taxi	1,073	1,975	-45.67%	11,656	16,457	-29.17%
General Aviation	2,072	2,798	-25.95%	18,077	23,736	-23.84%
Military Itinerant	37	60	-38.33%	342	393	-12.98%
Civil Local	2,437	1,496	62.90%	23,652	20,356	16.19%
Military Local	0	0	N/A	0	0	N/A
Total Aircraft Operations	7,778	12,030	-35.34%	81,456	109,205	-25.41%

* Source: FAA Tower Daily Airport Operations Count, adjusted to show Canadair Regional Jet-200 (CRJ-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.

Air Carrier: Scheduled commercial air carrier operations; including cargo operators

Air Taxi: Smaller aviation operators such as charters, commuter carriers or on-demand operators

General Aviation: Civil aviation operations for personal use

Military Itinerant: Military aviation activities

Civil Local: Civil aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR.

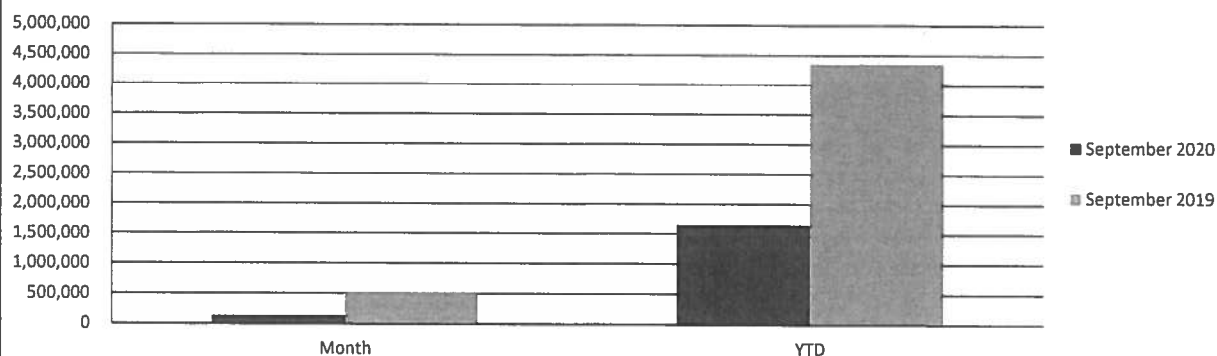
Military Local: Military aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR

Hollywood Burbank Airport

AIR CARGO (lbs.)	September			January - September		
	2020	2019	% Change	2020	2019	% Change
Signatory Airlines						
Alaska Airlines	960	923	4.01%	4,912	6,187	-20.61%
American Airlines	602	0	N/A	1,201	213	463.85%
Delta Airlines	19,790	0	N/A	49,078	55	89132.73%
JetBlue Airways						
Southwest Airlines	81,025	164,659	-50.79%	1,037,987	1,429,520	-27.39%
Spirit Airlines						
United Airlines	0	5,337	-100.00%	1,106	50,795	-97.82%
Other Scheduled Carriers						
Federal Express	4,645,408	3,817,093	21.70%	38,502,402	39,404,284	-2.29%
United Parcel Service	4,669,487	3,998,441	16.78%	41,482,904	36,037,101	15.11%
Charter/Contract Carriers						
AirNet Express	0	0	N/A	0	0	N/A
Ameriflight	260,306	264,391	-1.55%	2,512,086	2,114,401	18.81%
Total Air Cargo	9,677,578	8,250,844	17.29%	83,591,676	79,042,556	5.76%
Inbound (deplaned)	4,856,639	4,191,388	15.87%	43,959,991	38,628,446	13.80%
Outbound (enplaned)	4,820,939	4,059,456	18.76%	39,631,685	40,414,110	-1.94%

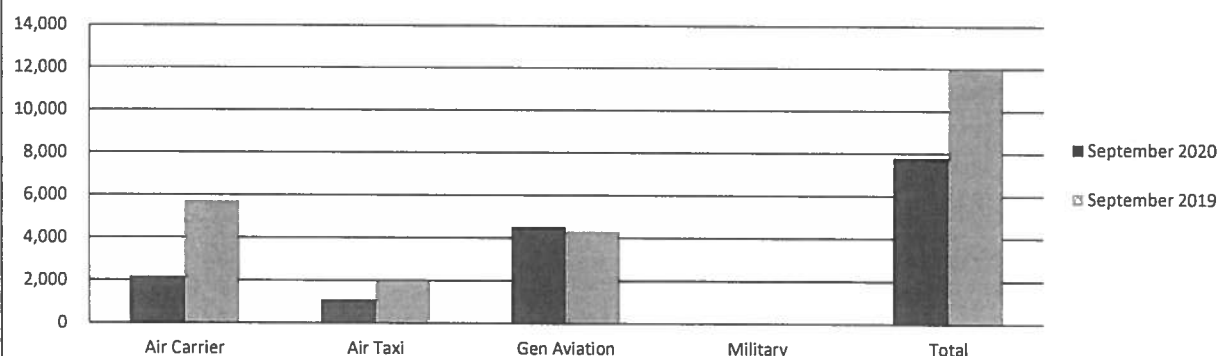
MAIL (lbs.)	September			January - September		
	2020	2019	% Change	2020	2019	Change
United Parcel Service	0	0	N/A	6,032	0	N/A
Total Mail	0	0	N/A	6,032	0	N/A
Inbound (deplaned)	0	0	N/A	3,016	0	N/A
Outbound (enplaned)	0	0	N/A	3,016	0	N/A

Revenue Passengers



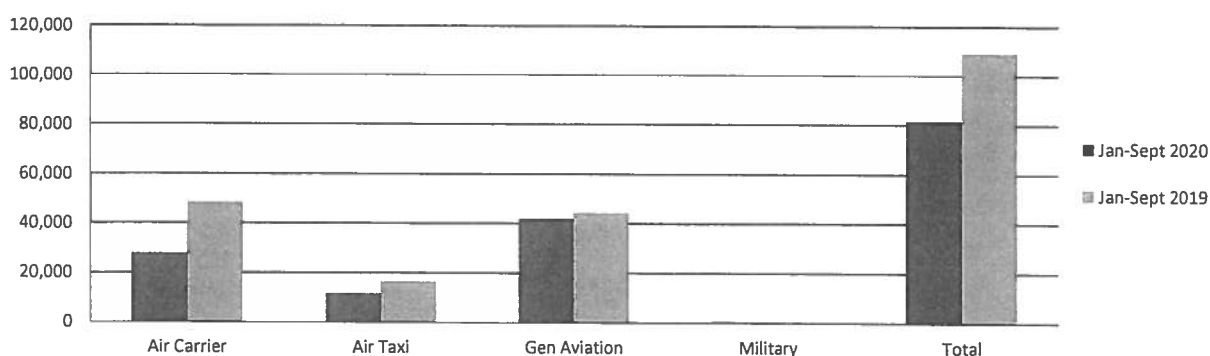
Revenue Passengers	Month	YTD
September 2020	123,417	1,646,934
September 2019	518,033	4,352,394
% Change	-76.18%	-62.16%

Aircraft Operations - Month



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
September 2020	2,159	1,073	4,509	37	7,778
September 2019	5,701	1,975	4,294	60	12,030
% Change	-62.13%	-45.67%	5.01%	-38.33%	-35.34%

Aircraft Operations - Year-to-Date



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Sept 2020	27,729	11,656	41,729	342	81,456
Jan-Sept 2019	48,263	16,457	44,092	393	109,205
% Change	-42.55%	-29.17%	-5.36%	-12.98%	-25.41%