



July 15, 2021

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, July 19, 2021, 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

Skyroom

Regular Meeting of Monday, July 19, 2021

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, July 19, 2021

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
(For items not on the Agenda. Public Comment on specific Agenda items will be received at the time the item is presented.)
5. CONSENT CALENDAR
 - a. Committee Minutes
(For Note and File)
 - 1) Operations and Development Committee
(i) June 7, 2021 ***[See page 1]***
 - 2) Finance and Administration Committee
(i) June 7, 2021 ***[See page 3]***
 - 3) Legal, Government and Environmental Affairs Committee
(i) April 5, 2021 ***[See page 6]***
 - b. Commission Minutes
(For Approval)
 - 1) June 21, 2021 ***[See page 8]***
 - c. Treasurer's Report
 - 1) April 2021 ***[See page 15]***
6. ITEMS FOR COMMISSION APPROVAL
 - a. Election of Officers ***[See page 40]***
 - b. Appointment of Committees
 - c. Award of Contract
Acquisition of Airfield Sweeper ***[See page 41]***
 - d. Award of Professional Services Agreement
Airport Marketing Consultant Services ***[See page 43]***

- e. Award of Professional Services Agreement for
Air Service Consulting Services

[See page 46]

7. ITEMS FOR COMMISSION DISCUSSION

- a. FAA Southern California Metroplex Noise and Community Impact

8. ITEMS FOR COMMISSION INFORMATION

- a. May 2021 Passenger and Air Cargo Statistics
- b. United States Customs and Border Protection (“CBP”) Preclearance Program
- c. May 2021 Transportation Network Companies
- d. May 2021 Parking Revenue Statistics
- e. Parking Lot C Reopening/Shuttle Service

[See page 48]

9. CLOSED SESSION

- a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): 1 potential case. Facts and Circumstances: FAA Southern California Metroplex Project
- b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
California Government Code Section 54956.9(d)(1))
Name of Case: City of Los Angeles v. FAA et al. (Case No. 21-71170)

10. EXECUTIVE DIRECTOR COMMENTS

11. COMMISSIONER COMMENTS
(Other updates and information items, if any)

12. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, July 19, 2021

[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 June 7, 2021; approved minutes of the Finance and Administration Committee meeting of June 7, 2021; and approved minutes of the Legal, Government and Environmental Affairs Committee meeting of April 5, 2021 are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. Draft minutes of the June 21, 2021, Commission meeting are attached for the Commission's review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for April 2021 is included in the agenda packet. At its June 21, 2021, meeting, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission note and file this report.

6. ITEMS FOR COMMISSION APPROVAL

- a. ELECTION OF OFFICERS. A staff report is included in the agenda packet. The joint powers agreement requires the Commission to elect or re-elect a President, a Vice President, and a Secretary at the first meeting of July every year. Although not required to do so, the Commission traditionally also has chosen an Assistant Secretary, Treasurer, and Auditor at the first July meeting. Staff recommends that the Commission elect or re-elect all of its officers, including an Assistant Secretary, Treasurer, and Auditor.
- b. APPOINTMENT OF COMMITTEES. No staff report is attached. This item is included in the agenda to provide the Commission President the opportunity to make any standing or ad hoc committee appointments that he or she may wish to make.
- c. AWARD OF CONTRACT – ACQUISITION OF AIRFIELD SWEEPER. At its meeting on June 21, 2021, the Operations and Development Committee voted (2–0, 1 abstention) to recommend that the Commission award a contract to Haaker Equipment Company in the amount of \$148,623.15 for a NiteHawk Raptor II sweeper.
- d. AWARD OF PROFESSIONAL SERVICES AGREEMENT – AIRPORT MARKETING CONSULTANT SERVICES. 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 Anyone Collective, LLC,

for airport marketing consulting services, website support and media purchases. These services are in support of the continued branding, marketing, and advertising efforts of Hollywood Burbank Airport. These services are for a not-to-exceed amount of \$375,000 inclusive of media purchases.

- e. AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR AIR SERVICE CONSULTING SERVICES. 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 for award of a Professional Services Agreement to Arthur D. Little, LLC, for air service consulting services. The total proposed expenditure for these services is for an amount not-to-exceed \$70,000.

7. ITEMS FOR COMMISSION DISCUSSION

- a. FAA SOUTHERN CALIFORNIA METROPLEX NOISE AND COMMUNITY IMPACT. No staff report attached. Staff will update the Commission on noise and community impact issues that are associated with the FAA's Southern California Metroplex project and that relate to Hollywood Burbank Airport.

8. ITEMS FOR COMMISSION INFORMATION

- a. MAY 2021 PASSENGER AND AIR CARGO STATISTICS. A staff report is included in the agenda packet. The May 2021 passenger count of 245,844 was down 51% compared to May of 2019's 499,289 passengers. Also compared to May of 2019, air carrier aircraft operations in May 2021, decreased 49%, with cargo volume down 11%, at 8.6 million pounds.
- b. UNITED STATES CUSTOMS AND BORDER PROTECTION ("CBP") PRECLEARANCE PROGRAM. No staff report attached. Staff will describe the CBP Preclearance Program, which enables airlines to offer direct routes to U.S. airports that do not have a CBP port of entry, such as Hollywood Burbank Airport. The program has strategically stationed CBP personnel at designated foreign airports to inspect travelers prior to boarding U.S.-bound flights. Currently CBP has more than 600 officers and agriculture specialists stationed at 16 preclearance locations in six countries. Calgary, Toronto, and Vancouver are some of the Canadian airports that are CBP preclearance locations. With preclearance, there is no security or waiting for CBP and Transportation Security Administration inspection upon arrival in the U.S. The program enables non-port of entry U.S. airports, such as Hollywood Burbank Airport, to receive air service from CBP's preclearance airports.
- c. MAY 2021 TRANSPORTATION NETWORK COMPANIES. No staff report attached. Staff will update the Commission on TNC activity for the month of May 2021.
- d. MAY 2021 PARKING REVENUE STATISTICS. No staff report attached. Staff will present parking revenue data for the month of May 2021.

- e. PARKING LOT C REOPENING/SHUTTLE SERVICE. No staff report attached. Due to the significant increase in demand for public parking at the Airport in advance of the July 4 holiday weekend, Staff responded by reopening Lot C, located across Hollywood Way on Thornton Avenue, on Friday, July 2 and instituted temporary shuttle bus services. Shuttle bus services are being provided through the previous service provider, MV Transportation, utilizing two of its natural gas shuttle fleet. In anticipation of the leisure travel demand continuing, Staff is preparing an RFP for continued shuttle bus services for the remainder of the fiscal year.

Staff will report back to the Operations and Development Committee and the Commission with further updates and recommendations for continued shuttle bus services between the airport terminals and remote parking lots.

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

MONDAY, JUNE 7, 2021

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 8:31 a.m., by Commissioner Brown.

1. ROLL CALL

Present: Commissioners Devine (via teleconference), and Brown

Absent: Commissioner Kennedy

Also Present: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director;
Tom Janowitz, Senior Manager, Ground Access

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

3. Public Comment There were no public comments.

4. Approval of Minutes

a. April 5, 2021 Commissioner Brown moved approval of the minutes of the April 5, 2021 meeting seconded by Commissioner Devine (via teleconference). There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (2-0, 1 absent).

5. Items for Approval

**a. Exercise of Extension Option
Self-Park Management
Services and Valet Parking
Services** Staff sought a Committee recommendation to the Commission to exercise the first of two one-year extension options contained in the Professional Services Agreement ("Agreement") between the Airport Authority and SP Plus Corporation ("SP+") for Self-Park Management Services and Valet Parking Services.

The annual cost of services over the three-year period has been an average of \$4,100,000, which reflects the pass-through costs of labor, equipment, and a management fee. These costs are estimated by Staff as part of the annual fiscal year budget development based on forecast for parking services in consultation with SP+. Within the FY 2022 budget, Staff has

proposed a cost of \$3,770,000 for the one-year extension.

Motion

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

Motion Approved

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (2-0, 1 absent).

6. Items for Information

a. Committee Pending Items

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

7. Adjournment

There being no further business, the meeting adjourned at 8:41 a.m.

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

MONDAY, JUNE 7, 2021

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 12:05 p.m., by Commissioner Selvidge.

1. ROLL CALL

Present: Commissioners Selvidge, Najarian (via teleconference), Ovrom.

Absent: None

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

2. Staff Announcement: AB 23

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

3. Approval of Agenda

Agenda was approved as presented.

Motion

Commissioner Najarian moved approval; seconded by Commissioner Ovrom.

Motion Approved

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

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. May 26, 2021

Draft minutes for the May 26, 2021, Finance and Administration Committee special meeting were presented for approval.

Motion

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

Motion Approved

There being no objection, a voice vote was taken to accommodate those Commissioners participating via teleconference. The motion was approved (2–0, 1 abstention from Commissioner Ovrom).

6. Items for Approval

a. Fourth Amendment to Ground Lease – D&L Transportation, Inc. dba Desmond’s Studio Production Service

Staff presented to the Committee for recommendation to the Commission to approve a Fourth Amendment to the Ground Lease Agreement with D&L Transportation, Inc. dba Desmond’s Studio Production Services (“Desmond’s”).

The Agreement was originally approved in 2003 and grants Desmond’s the non-exclusive right to use the leased premises to store equipment and park trucks and other vehicles that are used by the movie and television industry on 15 acres located in the City of Burbank.

Desmond’s has requested an extension of the Agreement through December 2023.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Najarian.

Motion Approved

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

b. Third Amendment to Aviation Hangar Lease – AT&T Services, Inc.

Staff presented to the Committee for recommendation to the Commission to approve a Third Amendment to Aviation Hangar Lease with AT&T Services, Inc. for Hangar 37.

The original Lease was approved by the Commission in 2003. The proposed Amendment would provide AT&T with an allowance of \$150,000 as rent credit to be used only for Authority-approved capital tenant improvements, which must be completed by May 2022.

AT&T requests to extend the Lease for an additional three years with two 3-year extension options.

Motion

Commissioner Najarian moved approval; seconded by Commissioner Ovrom.

Motion Approved

There being no objection, a voice vote was taken to accommodate those Commissioners participating via

teleconference. The motion was unanimously approved (3–0).

7. Items for Information

a. Committee Pending Items

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

8. Adjournment

There being no further business to discuss, the meeting was adjourned at 12:14 p.m.

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

MONDAY, APRIL 5, 2021

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 9:37 a.m., by Commissioner Wiggins.

1. ROLL CALL

Present:	Commissioners Agajanian (via teleconference), and Wiggins
Absent:	Commissioner Madison
Also Present:	Frank Miller, Executive Director; Patrick Lammerding, Deputy Executive Director, Planning and Development; Scott Kimball, Deputy Executive Director, Business and Properties, SMS, Procurement, and Operations
	Airport Authority Counsel: Terence R. Boga of Richards, Watson & Gershon

2. Staff Announcement: AB 23

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.

3. Approval of Agenda

The agenda was approved as presented.

4. Public Comment

There were no public speakers.

5. Approval of Minutes

a. March 15, 2021

Commissioner Agajanian (via teleconference) moved approval of the minutes of the March 15, 2021, meeting seconded by Commissioner Wiggins. There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (2-0, 1 absent).

6. Contracts and Leases

a. Approval of Professional Services Agreement Extension RS&H California, Inc.

Staff sought a Committee recommendation to the Commission for approval of a Second Amendment to the Professional Services Agreement ("Agreement"), with RS&H California, Inc. that extends the term of the

Agreement for a period of six months to complete the preparation of an Environmental Impact Statement for the Replacement Passenger Terminal project.

Motion

Commissioner Agajanian (via teleconference) moved approval of Staff's recommendation, 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 (2-0, 1 absent).

7. Closed Session

The meeting recessed to closed session at 9:40 a.m. to consider the items listed on the closed session agenda and to confer with legal counsel.

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

**Property: Bob Hope Airport Leaseholds
Authority Negotiator: Executive Director
Negotiating Party: Deluxe Public Charter LLC
Under Negotiation: Price and Terms of Payment**

The meeting reconvened to open session at 9:45 a.m., with 1 Commissioner present and 1 connected via teleconference. No reportable action taken on the presented item.

8. Items for Information

a. Committee Pending Items

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

9. Adjournment

There being no further business, the meeting was adjourned at 9:46 a.m.

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

MONDAY, JUNE 21, 2021

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 9:03 a.m., by President Selvidge.

1. ROLL CALL

Present: Commissioners Selvidge, Brown, Ovrom, Devine (via teleconference), Agajanian (via teleconference), Najarian (via teleconference), Gabel-Luddy, Williams, Hampton (via teleconference)

Absent: None

Also Present: Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Scott Kimball, Deputy Executive Director, Business and Properties, SMS, Procurement and Operations; Edward Skvarna, Chief of Police and Director of Public Safety; Ray Hunting, Manager, Airport Security and Badging; Tom Janowitz, Sr. Manager, Ground Access;

2. PLEDGE OF ALLEGIANCE

Commissioner Williams led the assembly in the recitation of the Pledge of Allegiance to the Flag.

Commissioner Selvidge introduced two new Commissioners from the City of Pasadena who are joining the Airport Authority Commission: Felicia Williams and Tyron Hampton.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

4. PUBLIC COMMENT

Suellen Wagner, Studio City for Quiet Skies; Jane McKay, Burbank Resident; Kimberly Turner, Studio City; Justin Dickerson, Studio City/Los Angeles; Kimi, Quiet Skies WH-Woodland Hills/Calabasas; Lisa, Sherman Oaks; Stephanie, Studio City

At the request of those making public comments, Commissioner Selvidge announced that Community Noise will be an item on the agenda at the next scheduled Commission meeting in July.

5. CONSENT CALENDAR

a. Committee Minutes (For Note and File)

1) Operations and Development Committee

(i) April 5, 2021

Approved minutes of the April 5, 2021, Operations and Development Committee meeting were included in the agenda packet for information purposes.

2) Finance and Administration Committee

(i) May 26, 2021

Approved minutes of the May 26, 2021, Finance and Administration Committee special meeting were included in the agenda packet for information purposes.

b. Commission Minutes (For Approval)

1) June 7, 2021

Minutes of the June 7, 2021, Commission meeting were included in the agenda packet for review and approval.

MOTION

Commission Ovrom moved approval of the Consent Calendar; seconded by Commissioner Gabel-Luddy.

MOTION APPROVED

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (4–0, 5 abstentions).

AYES: Commissioners Selvidge, Brown, Agajanian (via teleconference), Najarian (via teleconference)

NOES: NONE

ABSENT: NONE

ABSTAINED: Commissioners Devine, Ovrom, Gabel-Luddy, Williams, Hampton

6. PRESENTATION TO FORMER COMMISSIONERS

Commissioner Selvidge presented plaques to the former Commissioners who have recently completed their time on the Commission. The former Commissioners were Bill Wiggins, Ray Adams, Steve Madison, and John Kennedy. Ray Adams was present at the meeting to receive his plaque and he expressed his gratitude in having served on the Commission.

7. ITEMS FOR COMMISSION APPROVAL

a. Appointment of Committees

Commissioner Selvidge appointed Commissioner Williams to the Legal, Government and Environmental Affairs Committee; Commissioner Selvidge also appointed Commissioner Hampton to the Operations and Development Committee.

b. Award of Agreement Extension Self-Park Management Services and Valet Parking Services

At its meeting on June 7, 2021, the Operations and Development Committee voted (2–0, 1 absent) to recommend that the Commission exercise the first of two one-year extensions under the agreement with SP+ for Self-Park Management Services and Valet Parking Services Plus Corporation.

The contract period which began July 1, 2018, is for three years and expires on June 30, 2021. The extension period begins July 1, 2021, and expires on June 30, 2022.

MOTION

Commissioner Hampton moved approval; seconded by Commissioner Devine.

MOTION APPROVED

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

AYES: Commissioners Selvidge, Brown, Agajanian (via teleconference), Devine (via teleconference), Najarian (via teleconference), Gabel-Luddy, Ovrom, Williams, Hampton (via teleconference)

NOES: NONE

ABSENT: NONE

Commissioner Hampton requested that the issue of Neighborhood Traffic also be an item on the agenda at a future Commission meeting.

c. Award of Contract – Designated Aviation Channeling Services

At the Operations and Development Committee (“Committee”) meeting held immediately prior to the Commission meeting, the Committee voted unanimously (3–0) to recommend the Commission award a contract to Telos Identify Management Solutions, LLC to provide Designated Aviation Channeling (“DAC”) services for approximately \$25,000 per for a three-year term, and authorize the Executive Director to execute an associated purchase order.

DAC services include performing a Security Threat Assessment and Criminal History Records Check vetting all Airport Security ID badge applicants and badge holders.

MOTION

Commissioner Devine moved approval; seconded by Commissioner Ovrom.

MOTION APPROVED

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

AYES: Commissioners Selvidge, Brown, Agajanian (via teleconference), Devine (via teleconference), Najarian (via teleconference), Gabel-Luddy, Ovrom, Williams, Hampton (via teleconference)

NOES: NONE

ABSENT: NONE

d. Fourth Amendment to Ground Lease – D&L Transportation, Inc. dba Desmond’s Studio Production Service

At its meeting on June 7, 2021, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve a Fourth Amendment to the Ground Lease Agreement with D&L Transportation, Inc. dba Desmond’s Ground Lease.

The current Agreement with Desmond’s grants them a non-exclusive right to use the leased premises to store equipment and park trucks and other vehicles on the leased premises in the City of Burbank. The extension will be for an additional two years through December 2023.

MOTION

Commissioner Devine moved approval; seconded by Commissioner Gabel-Luddy.

MOTION APPROVED

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

AYES: Commissioners Selvidge, Brown, Agajanian (via teleconference), Devine (via teleconference), Najarian (via teleconference), Gabel-Luddy, Ovrom, Williams, Hampton (via teleconference)

NOES: NONE

ABSENT: NONE

e. Third Amendment to Aviation Hangar Lease – AT&T Services, Inc.

At its meeting on June 7, 2021, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve a Third Amendment to Aviation Hangar Lease with AT&T Services, Inc.

The Amendment extends the Lease for an additional three years with two 3-year extension options.

An allowance of up to \$150,000 will be provided as a rent credit to be used only for capital tenant improvements authorized by the Authority. The improvements must be completed by May 31, 2022, in order to qualify for this credit.

MOTION

Commissioner Ovrom moved approval; seconded by Commissioner Agajanian.

MOTION APPROVED

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

AYES: Commissioners Selvidge, Brown, Agajanian (via teleconference), Devine (via teleconference), Najarian (via teleconference), Gabel-Luddy, Ovrom, Williams, Hampton (via teleconference)

NOES: NONE

ABSENT: NONE

f. Award of License Agreement City of Los Angeles

Staff presented to the Commission a request to award a License Agreement to the City of Los Angeles for access to the Adjacent Parcel for the purposes of temporarily storing 125 mobile trailers and ancillary equipment through April 1, 2022.

During the pandemic, the Burbank-Glendale Pasadena Airport Authority Police and the Airport Fire Department worked with the City of Los Angeles Fire Department (“LAFD”) on matters of mutual assistance. With the closing of various vaccination sites within the City of Los Angeles, the LAFD has requested space to store 125 33-foot-long mobile trailers, plastic K-rails, and traffic cones.

There is a no-cost license agreement which provides LAFD temporary and limited authorization to enter the Property.

MOTION

Commissioner Ovrom moved approval; seconded by Commissioner Brown.

MOTION APPROVED

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

AYES: Commissioners Selvidge, Brown, Agajanian (via teleconference), Devine (via teleconference), Najarian (via teleconference), Gabel-Luddy, Ovrom, Williams, Hampton (via teleconference)

NOES: NONE

ABSENT: NONE

8. ITEMS FOR COMMISSION INFORMATION

**a. Airport Health Accreditation
Airports Council International**

Staff informed the Commission that Hollywood Burbank Airport has been awarded an Airport Health Accreditation by Airports Council International – World and Airports Council International – North America.

This accreditation is awarded to airports that, with the onset of COVID, have increased their efforts to address standards of cleanliness at their facilities to ensure a safe and secure place for travelers, aviation employees, and other persons transiting through the airport environment. These standards have been set by Airports Council International with the accreditation lasting for one year.

9. CLOSED SESSION

The meeting convened to Closed Session at 10:10 a.m.

**a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): 1 potential case. Facts and Circumstances: FAA Southern California Metroplex Project**

**Meeting Reconvened to
Open Session**

**The meeting reconvened to open session at
10:40 a.m., with all Commissioners present.**

Closed Session Report

No reportable action taken on the presented items.

**10. EXECUTIVE DIRECTOR
COMMENTS**

The Executive Director reported that there is a noticeable positive increase in airport activity.

11. COMMISSIONER COMMENTS
(Other updates and information,
if any)

Commissioner Selvidge requested that, due to the recent arrival of four newly appointed Commissioners to the Airport Authority, a workshop be held regarding issues with the Replacement Passenger Terminal in order to ensure the new Commissioners are fully informed of the progress taking place.

12. ADJOURNMENT

There being no further business, the meeting was adjourned at 10:45 a.m.

Ross Selvidge, President

Don Brown, Secretary

Date

Date

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 19, 2021**

APRIL 2021 TREASURER'S REPORT

Prepared by David Kwon
Director, Financial Services

SUMMARY

While formerly mandated by State law, the California Government Code under Section 53646(b)(3) currently recommends, but does not require, that local agencies present a quarterly report that includes a statement denoting the ability of the local agency to meet its cash expenditure requirements for the next six months. Historically, staff has prepared and presented a monthly Treasurer's Report to the Finance and Administration Committee that details the Authority's investment holdings and its monthly cash basis activities from operations, copy attached. Included in the Treasurer's Report is a statement, signed by the Authority's Treasurer, affirming the Authority's ability to meet its cash expenditure requirements over the next six months.

RECOMMENDATION

At its meeting on June 21, 2021, the Finance and Administration Committee ("Committee") voted (3-0) to recommend that the Commission note and file the April 2021 Treasurer's Report.



July 19, 2021

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

Dear Commissioners:

The attached report, covering the month of April 2021, 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]

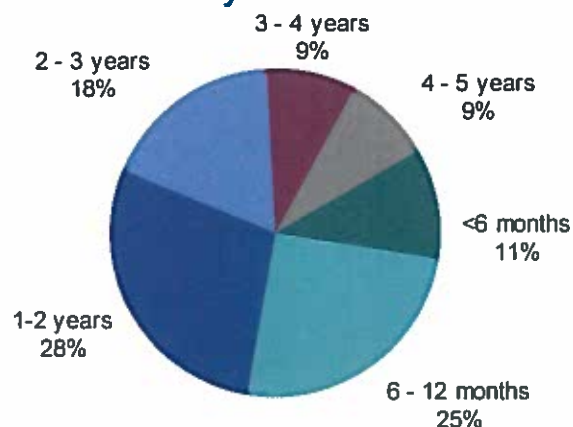
Vrej Agajanian
Treasurer

Attachments

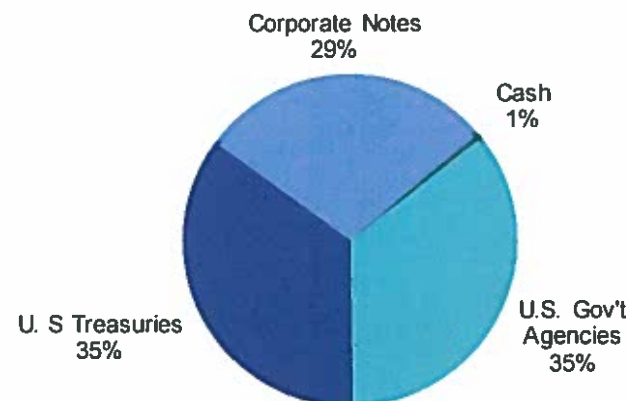
Operating Portfolio Investment Guidelines Conformance as of April 30, 2021

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	4.53 Years	70%	35%
Corporate Notes	5 Years	4.30 Years	30%	29%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	1%
U.S. Gov Securities (Treasuries)	5 Years	4.17 Years	No Limit	35%

Maturity Distribution



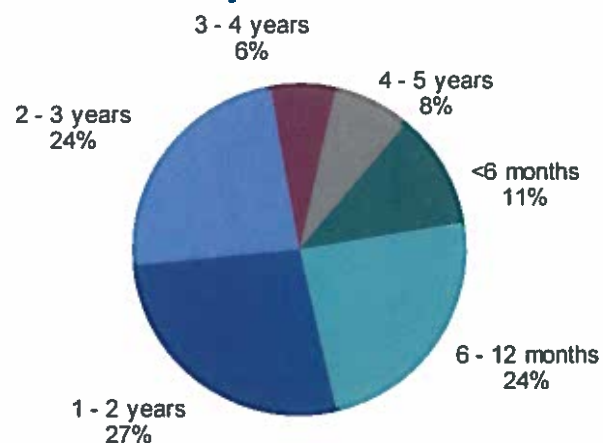
Sector Allocation



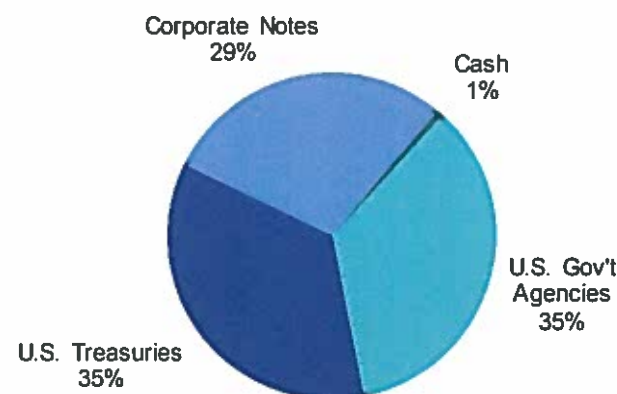
PFC Portfolio Investment Guidelines Conformance as of April 30, 2021

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	4.53 Years	70%	35%
Corporate Notes	5 Years	4.30 Years	30%	29%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	1%
U.S. Gov Securities (Treasuries)	5 Years	4.17 Years	No Limit	35%

Maturity Distribution



Sector Allocation



Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 04/30/21

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
04/30/21	Columbia Treasury Reserves	097101307	0.000	04/30/21	04/30/21	\$ 1,371,362	\$ 1,371,362	\$ 1,371,362	\$ -	0.00%	0	0.60%
06/13/18	FNMA	3135G0K69	1.250	05/06/21	05/06/21	3,000,000	2,883,300	3,000,286	116,986	0.71%	6	1.31%
12/21/18	General Dynamics Corporation	369550BE7	3.000	05/11/21	05/11/21	1,300,000	1,305,578	1,300,714	(4,864)	1.18%	11	0.57%
03/01/18	Fifth Third Bank	31677QBQ3	2.250	06/14/21	06/14/21	1,000,000	977,850	1,000,611	22,761	1.74%	45	0.44%
06/20/18	WalMart Inc	931142EJ8	3.125	06/23/21	06/23/21	1,300,000	1,299,935	1,305,231	5,296	0.39%	54	0.57%
05/31/18	Treasury Note	912828WR7	2.125	06/30/21	06/30/21	12,500,000	12,338,867	12,541,016	202,149	0.18%	61	5.46%
10/05/17	Florida Power Corporation	341099CP2	3.100	08/15/21	08/15/21	705,000	728,709	706,513	(22,196)	2.34%	107	0.31%
05/31/19	FNMA Benchmark Note	3135G0N82	1.250	08/17/21	08/17/21	300,000	295,398	301,036	5,638	0.09%	109	0.13%
08/31/18	Treasury Note	912828T34	1.125	09/30/21	09/30/21	2,300,000	2,200,367	2,310,242	109,875	0.06%	153	1.01%
12/23/16	Federal Home Loan Banks	3130AABG2	1.875	11/29/21	11/29/21	15,000,000	14,742,129	15,156,439	414,310	0.08%	213	6.60%
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	12/15/21	1,500,000	1,498,845	1,518,131	19,286	0.26%	229	0.66%
04/15/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	3,800,000	3,812,172	3,849,651	37,479	0.08%	250	1.68%
06/23/17	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	8,125,000	8,173,493	8,258,496	85,003	0.07%	258	3.60%
06/26/19	Target Corporation	87612EABZ	2.900	01/15/22	01/15/22	1,300,000	1,329,214	1,323,927	(5,287)	0.30%	260	0.58%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	1,500,000	1,521,795	1,534,860	13,065	0.37%	276	0.67%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	2,450,000	2,386,645	2,476,414	89,769	0.07%	276	1.08%
08/06/18	PacifiCorp	695114CP1	2.950	02/01/22	02/01/22	1,000,000	991,823	1,013,138	21,315	1.19%	277	0.44%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	1,225,000	1,199,000	1,243,284	44,284	0.46%	288	0.54%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	1,300,000	1,309,135	1,322,957	13,822	0.31%	291	0.58%
09/25/20	American Express Credit Corp	0258M0EG0	2.700	03/03/22	03/03/22	1,300,000	1,341,041	1,324,272	(16,769)	0.48%	307	0.58%
09/28/17	FHLB	313378CR0	2.250	03/11/22	03/11/22	4,000,000	4,059,140	4,073,485	14,345	0.12%	315	1.77%
04/17/17	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	1,500,000	1,523,109	1,531,403	8,294	0.47%	336	0.67%
05/18/17	Federal National Mortgage Association	3135G0T45	1.875	04/05/22	04/05/22	8,300,000	8,166,654	8,438,130	271,476	0.09%	340	3.68%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	9,475,000	9,301,015	9,644,514	343,499	0.08%	365	4.20%
05/06/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	1,250,000	1,241,250	1,274,084	32,834	0.42%	376	0.56%
10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	1,200,000	1,214,701	1,228,849	14,148	0.40%	397	0.54%
09/25/17	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	1,500,000	1,503,869	1,535,229	31,360	0.26%	402	0.67%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	1,200,000	1,210,416	1,237,032	26,616	0.25%	411	0.54%
08/01/17	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	9,850,000	9,706,887	10,083,168	376,281	0.11%	457	4.39%
11/01/19	Procter & Gamble Company	742718EU9	2.150	08/11/22	08/11/22	1,275,000	1,290,912	1,306,892	15,980	0.19%	468	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	1,235,702	24,320	0.81%	489	0.54%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	1,500,000	1,460,768	1,537,679	76,911	0.29%	496	0.67%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	1,500,000	1,448,385	1,536,391	88,006	0.63%	503	0.67%
09/25/17	National Rural Utilities Coop	63743HEQ1	2.300	09/15/22	09/15/22	1,000,000	995,980	1,023,910	27,930	0.55%	503	0.45%
10/03/17	Treasury Note	912828ZW9	1.875	09/30/22	09/30/22	9,125,000	9,098,667	9,350,986	252,319	0.13%	518	4.07%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 04/30/21

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
09/12/19	FNMA	3135G0T78	2.000	10/05/22	10/05/22	4,500,000	4,543,965	4,620,288	76,323	0.13%	523	2.01%
07/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	1,825,000	1,815,791	1,917,360	101,569	0.31%	621	0.84%
09/26/19	Federal National Mortgage Association	3135G0T94	2.375	01/19/23	01/19/23	4,800,000	4,919,052	4,981,331	62,279	0.17%	629	2.17%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	1,825,000	1,843,112	1,918,237	75,125	0.33%	635	0.84%
10/31/19	Treasury Note	9128283U2	2.375	01/31/23	01/31/23	4,200,000	4,309,594	4,362,750	53,156	0.16%	641	1.90%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	1,365,000	1,371,071	1,416,664	45,593	0.62%	656	0.62%
10/02/19	Pepsico Inc	713448CG1	2.750	03/01/23	03/01/23	1,300,000	1,344,486	1,358,910	14,424	0.27%	670	0.59%
12/03/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	6,850,000	7,104,980	7,201,063	96,083	0.18%	730	3.14%
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	05/15/23	1,500,000	1,572,790	1,559,819	(12,971)	0.76%	745	0.68%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	1,125,000	1,125,878	1,165,598	39,720	0.59%	745	0.51%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	1,250,000	1,234,086	1,300,348	66,262	0.80%	762	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	6,586,462	(131,594)	0.22%	780	2.87%
03/04/21	Wells Fargo & Company	94988J5R4	3.550	08/14/23	08/14/23	1,650,000	1,773,371	1,765,649	(7,722)	0.47%	836	0.77%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	5,050,000	5,296,103	5,363,315	67,212	0.24%	865	2.34%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	6,775,000	7,065,870	7,206,377	140,507	0.24%	883	3.14%
03/16/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	3,200,000	3,479,090	3,415,250	(63,840)	0.26%	944	1.49%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	1,750,000	1,806,515	1,895,730	89,215	0.60%	998	0.83%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	1,400,000	1,521,590	1,520,252	(1,338)	0.51%	1018	0.66%
04/10/21	Metlife Inc	59156RBH0	3.600	04/10/24	04/10/24	1,175,000	1,278,353	1,278,445	92	0.58%	1076	0.56%
06/22/20	Comcast Corporation	2003NCR0	3.700	04/15/24	04/15/24	1,500,000	1,660,320	1,635,189	(25,131)	0.62%	1081	0.71%
03/16/21	Bank of New York Mellon Corp	06408HCV9	3.400	05/15/24	05/15/24	1,325,000	1,436,218	1,438,103	1,885	0.57%	1111	0.63%
06/23/20	Prudential Financial Inc	74432QBZ7	3.500	05/15/24	05/15/24	1,500,000	1,660,011	1,634,784	(25,227)	0.52%	1111	0.71%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	1,475,000	1,593,144	1,580,729	(12,415)	0.66%	1183	0.69%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	1,500,000	1,543,546	1,584,368	40,822	0.57%	1203	0.69%
02/12/21	PNC Bank NA	69353REF1	3.300	10/30/24	10/30/24	1,475,000	1,614,555	1,610,005	(4,550)	0.65%	1279	0.70%
06/25/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	1,100,000	1,161,130	1,153,209	(7,921)	0.70%	1325	0.50%
08/05/20	FHLB	3130A4CH3	2.050	12/15/24	12/15/24	250,000	273,060	266,843	(6,217)	0.01%	1325	0.12%
03/29/21	US Bank NA/Cincinnati OH	90331HPL1	2.050	01/21/25	01/21/25	1,250,000	1,300,063	1,304,377	4,314	0.86%	1362	0.57%
10/01/20	FHLMC Reference Note	3137EAEP0	1.500	02/12/25	02/12/25	500,000	524,867	517,618	(7,249)	0.57%	1384	0.23%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	1,450,000	1,555,182	1,545,540	(9,642)	0.96%	1406	0.67%
08/05/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	1,500,000	1,660,740	1,632,820	(27,920)	0.82%	1415	0.71%
05/12/20	Intel Corp	458140BP4	3.400	03/25/25	03/25/25	1,000,000	1,106,180	1,094,798	(11,382)	0.93%	1425	0.48%
05/05/20	Florida Power & Light Company	341081FZ5	2.850	04/01/25	04/01/25	1,000,000	1,086,930	1,071,780	(15,150)	0.98%	1432	0.47%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	250,000	274,894	271,888	(3,006)	0.97%	1432	0.12%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	4,000,000	4,033,674	3,980,943	(52,731)	0.62%	1445	1.73%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 04/30/21

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
08/05/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	9,000,000	8,958,042	8,851,641	(106,401)	0.65%	1522	3.86%
11/19/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	400,000	452,247	443,764	(8,483)	1.06%	1551	0.19%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	1,500,000	1,705,082	1,663,937	(41,145)	0.95%	1571	0.73%
09/25/20	FNMA Benchmark Note	3135G05X7	0.375	08/25/25	08/25/25	3,500,000	3,493,349	3,450,564	(42,785)	0.71%	1578	1.50%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	5,000,000	4,998,149	4,950,966	(47,183)	0.72%	1652	2.16%
	Subtotal					\$214,416,362	\$217,354,929	\$220,413,748	\$ 3,058,819	0.33%	635	96.04%
	Local Agency Investment Fund (LAIF)					9,075,909	9,075,909	9,087,434	11,525	0.34%	256	3.96%
	Subtotal					\$223,492,271	\$226,430,838	\$229,501,182	\$ 3,070,344	0.33%	620	100.00%
	Operating Bank Balance						5,740,594					
	TOTAL						\$232,171,432					

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Purchases - Maturities - Sales
As of 04/30/21

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
04/10/21	Metlife Inc	59156RBH0	3.600	04/10/24	1,175,000.00	108.79600	\$ 1,278,353.00	\$ (2,115.00)
							-	
							-	
							-	
							-	
							-	
							-	
							-	
TOTAL PURCHASES					\$ 1,175,000.00		\$ 1,278,353.00	\$ (2,115.00)

MATURITIES

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

SALES / REDEMPTIONS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
01/15/19	Oracle Corporation	68389XBB0	2.500	05/15/22	04/26/21	\$ 1,265,000.00	103.06195	\$ 1,303,733.60	\$ 1,243,560.70	\$ 60,172.90
								-		-
								-		-
								-		-
TOTAL SALES						\$ 1,265,000.00		\$ 1,303,733.60	\$ 1,243,560.70	\$ 60,172.90

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
04/01/21-04/30/21

Type of Investment	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Acrt For Period	Adjusted Total Int. Earned
FIXED INCOME									
Oracle Corporation	NOTE	2.500	05/15/22	11,947.22	-	-	(11,947.22)	-	(11,947.22)
FNMA	NOTE	1.250	05/06/21	15,104.17	-	-	18,229.17	3,359.89	6,484.89
General Dynamics Corporation	NOTE	3.000	05/11/21	15,166.67	-	-	18,416.67	(332.50)	2,917.50
Fifth Third Bank	NOTE	2.250	06/14/21	6,687.50	-	-	8,562.50	578.33	2,453.33
WalMart Inc	NOTE	3.125	06/23/21	11,059.03	-	-	14,444.44	1.81	3,387.22
Treasury Note	NOTE	2.125	06/30/21	66,773.14	-	-	88,786.26	4,296.87	26,309.99
Florida Power Corporation	NOTE	3.100	08/15/21	2,792.59	-	-	4,613.83	(547.12)	1,274.12
FNMA Benchmark Note	NOTE	1.250	08/17/21	458.33	-	-	770.83	173.88	486.38
Treasury Note	NOTE	1.125	09/30/21	70.70	-	-	2,191.60	2,716.13	4,837.03
Federal Home Loan Banks	NOTE	1.875	11/29/21	95,312.51	-	-	118,750.01	5,398.52	28,836.02
Pfizer Inc	NOTE	2.200	12/15/21	9,716.67	-	-	12,466.67	19.67	2,769.67
FNMA Benchmark Note	NOTE	2.000	01/05/22	18,155.55	-	-	24,488.89	(415.71)	5,917.63
FHLMC	NOTE	2.375	01/13/22	41,809.90	-	-	57,890.63	(410.24)	15,670.49
Target Corporation	NOTE	2.900	01/15/22	7,958.88	-	-	11,100.56	(1,010.96)	2,130.72
Berkshire Hathaway Finance Corp	NOTE	3.400	01/31/22	8,641.67	-	-	12,891.67	(526.02)	3,723.98
Treasury Note	NOTE	1.500	01/31/22	6,091.16	-	-	9,136.74	1,177.43	4,223.01
PacifiCorp	NOTE	2.950	02/01/22	4,916.67	-	-	7,375.00	211.03	2,689.36
Microsoft Corporation	NOTE	2.375	02/12/22	3,959.98	-	-	6,384.47	689.33	3,113.82
Walt Disney Co	NOTE	2.550	02/15/22	4,235.83	-	-	6,998.33	(185.72)	2,576.78
American Express Credit Corp	NOTE	2.700	03/03/22	2,730.00	-	-	5,655.00	(2,559.73)	365.27
FHLB	NOTE	2.250	03/11/22	5,000.00	-	-	12,500.00	(1,107.38)	6,392.62
BB&T Corp	NOTE	2.750	04/01/22	20,625.00	20,625.00	-	3,437.51	(825.46)	2,612.05
Federal National Mortgage Association	NOTE	1.875	04/05/22	76,083.33	77,812.50	-	11,239.58	3,245.57	16,214.32
Treasury Note	NOTE	1.875	04/30/22	74,595.99	88,828.13	-	482.76	4,446.83	19,161.73
Apple Inc	NOTE	2.300	05/11/22	11,180.56	-	-	13,576.39	249.29	2,645.12
Home Depot Inc	NOTE	2.625	06/01/22	10,500.00	-	-	13,125.01	(330.37)	2,294.64
Caterpillar Financial Services	NOTE	2.400	06/06/22	11,500.01	-	-	14,500.01	(284.63)	2,715.37
Cisco Systems Inc	NOTE	3.000	06/15/22	10,600.00	-	-	13,600.00	(261.49)	2,738.51
Treasury Note	NOTE	2.000	07/31/22	32,651.93	-	-	48,977.90	3,351.80	19,677.77
Procter & Gamble Company	NOTE	2.150	08/11/22	3,807.29	-	-	6,091.67	(479.27)	1,805.11
Burlington Northern Santa Fe LLC	NOTE	3.050	09/01/22	3,050.00	-	-	6,100.00	(347.90)	2,702.10
John Deere Capital Corp	NOTE	2.150	09/08/22	2,060.41	-	-	4,747.92	725.78	3,413.29
Merck & Co Inc	NOTE	2.400	09/15/22	1,600.00	-	-	4,600.00	1,127.78	4,127.78
National Rural Utilities Coop	NOTE	2.300	09/15/22	1,022.22	-	-	2,938.89	68.52	1,985.19

Burbank-Glendale-Pasadena Airport Authority - Operating Account
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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
Treasury Note	NOTE	1.875	09/30/22	467.47	-	-	14,491.54	14,024.07	449.14	14,473.21
FNMA	NOTE	2.000	10/05/22	44,000.00	45,000.00	-	6,500.00	7,500.00	(1,196.87)	6,303.13
Bank of America Corp	NOTE	3.300	01/11/23	13,383.33	-	-	18,402.08	5,018.75	11.11	5,029.86
Federal National Mortgage Association	NOTE	2.375	01/19/23	22,800.00	-	-	32,300.00	9,500.00	(3,063.13)	6,436.87
JP Morgan Chase & CO	NOTE	3.200	01/25/23	10,706.67	-	-	15,573.33	4,866.66	(393.59)	4,473.07
Treasury Note	NOTE	2.375	01/31/23	16,533.15	-	-	24,799.72	8,266.57	(2,769.85)	5,496.72
Unitedhealth Group Inc	NOTE	2.750	02/15/23	4,796.46	-	-	7,924.59	3,128.13	(205.06)	2,923.07
Pepsico Inc	NOTE	2.750	03/01/23	2,979.17	-	-	5,958.33	2,979.16	(1,087.68)	1,891.48
Treasury Note	NOTE	2.750	04/30/23	79,096.69	94,187.50	-	511.89	15,802.70	(6,263.03)	9,339.67
Loews Corporation	NOTE	2.625	05/15/23	14,875.00	-	-	18,156.25	3,281.25	(2,718.13)	563.12
Public Service Electric And Gas	NOTE	2.375	05/15/23	10,093.75	-	-	12,320.31	2,226.56	(19.87)	2,206.69
Simon Property Group LP	NOTE	2.750	06/01/23	11,458.34	-	-	14,322.91	2,864.57	311.49	3,176.06
Federal Home Loan Mortgage Corp	NOTE	2.750	06/19/23	48,697.92	-	-	63,020.83	14,322.91	(12,503.73)	1,819.18
Wells Fargo & Company	NOTE	3.550	08/14/23	7,647.29	-	-	12,528.54	4,881.25	(4,374.84)	506.41
FNMA	NOTE	2.875	09/12/23	7,662.67	-	-	19,761.63	12,098.96	(5,735.96)	6,363.00
Treasury Note	NOTE	2.875	09/30/23	532.19	-	-	16,497.87	15,965.68	(6,011.91)	9,953.77
Treasury Note	NOTE	2.875	11/30/23	30,835.16	-	-	38,417.59	7,582.43	(6,296.95)	1,285.48
Citibank NA	NOTE	3.650	01/23/24	12,065.28	-	-	17,388.20	5,322.92	(1,105.11)	4,217.81
IBM Corp	NOTE	3.625	02/12/24	6,907.64	-	-	11,136.81	4,229.17	(3,534.59)	694.58
Metlife Inc	NOTE	3.600	04/10/24	-	-	2,115.00	2,467.50	352.50	(291.96)	60.54
Comcast Corporation	NOTE	3.700	04/15/24	25,591.66	27,750.00	-	2,466.66	4,625.00	(3,650.81)	974.19
Bank of New York Mellon Corp	NOTE	3.400	05/15/24	17,018.89	-	-	20,773.05	3,754.16	(3,014.03)	740.13
Prudential Financial Inc	NOTE	3.500	05/15/24	19,833.34	-	-	24,208.34	4,375.00	(3,561.09)	813.91
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	7,723.26	-	-	11,287.85	3,564.59	(2,715.27)	849.32
Honeywell International Inc	NOTE	2.300	08/15/24	4,408.33	-	-	7,283.34	2,875.01	(844.26)	2,030.75
PNC Bank NA	NOTE	3.300	10/30/24	20,416.46	24,337.50	-	135.21	4,056.25	(3,304.55)	751.70
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	6,639.72	-	-	8,518.89	1,879.17	(1,193.06)	686.11
FHLB	NOTE	2.050	12/15/24	280.38	-	-	775.17	494.79	(417.25)	77.54
US Bank NA/Cincinnati OH	NOTE	2.050	01/21/25	4,982.64	-	-	7,118.06	2,135.42	(1,120.80)	1,014.62
FHLMC Reference Note	NOTE	1.500	02/12/25	1,020.83	-	-	1,645.83	625.00	(477.20)	147.80
Exxon Mobil Corp	NOTE	2.709	03/06/25	2,727.81	-	-	6,001.19	3,273.38	(2,276.63)	996.75
Ace InA Holdings Inc	NOTE	3.150	03/15/25	2,100.00	-	-	6,037.50	3,937.50	(3,010.66)	926.84
Intel Corp	NOTE	3.400	03/25/25	566.67	-	-	3,400.00	2,833.33	(1,850.90)	982.43
Florida Power & Light Company	NOTE	2.850	04/01/25	14,250.00	14,250.00	-	2,375.00	2,375.00	(1,503.98)	871.02
General Dynamics Corporation	NOTE	3.250	04/01/25	4,062.50	4,062.50	-	677.08	677.08	(513.65)	163.43

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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
Federal Home Loan Banks	NOTE	0.500	04/14/25	9,277.78	10,000.00	-	944.44	1,666.66	(629.63)	1,037.03
Treasury Note	NOTE	0.250	06/30/25	5,656.08	-	-	7,520.72	1,864.64	750.61	2,615.25
Intel Corp	NOTE	3.700	07/29/25	2,548.89	-	-	3,782.22	1,233.33	(982.10)	251.23
State Street Corporation	NOTE	3.550	08/18/25	6,360.42	-	-	10,797.91	4,437.49	(3,543.03)	894.46
FNMA Benchmark Note	NOTE	0.375	08/25/25	1,312.50	-	-	2,406.25	1,093.75	112.90	1,206.65
FNMA Benchmark Note	NOTE	0.500	11/07/25	9,652.78	-	-	11,736.11	2,083.33	31.03	2,114.36
Subtotal				\$ 1,109,834.03	\$ 406,853.13	\$ 2,115.00	\$ 1,077,441.65	\$ 372,345.75	\$ (68,300.92)	\$ 304,044.83
CASH EQUIVALENTS										
Cash Interest (MISC)				-	37.37	-	-	37.37	-	37.37
Subtotal				\$ -	\$ 37.37	\$ -	\$ -	\$ 37.37	\$ -	\$ 37.37
LAIF										
Local Agency Investment Fund				10,874.26	10,874.26	-	2,527.31	2,527.31	-	2,527.31
TOTAL				\$ 1,120,708.29	\$ 417,764.76	\$ 2,115.00	\$ 1,079,968.96	\$ 374,910.43	\$ (68,300.92)	\$ 306,609.51

Burbank-Glendale-Pasadena Airport Authority - PFC Account
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Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
04/30/21	Columbia Treasury Reserves	097101307	0.000	04/30/21	04/30/21	\$ 262,137	\$ 262,137	\$ 262,137	\$ -	0.00%	0	0.54%
05/31/18	FNMA	3135G0K69	1.250	05/06/21	05/06/21	925,000	891,013	925,088	34,075	0.71%	6	1.90%
05/08/18	General Dynamics Corporation	369550BE7	3.000	05/11/21	05/11/21	300,000	300,494	300,165	(329)	1.18%	11	0.62%
06/20/18	WalMart Inc	931142EJ8	3.125	06/23/21	06/23/21	300,000	301,350	301,207	(143)	0.39%	54	0.62%
03/01/18	Fifth Third Bank	31677QBG3	2.250	06/14/21	06/14/21	200,000	195,570	200,122	4,552	1.74%	45	0.41%
12/23/16	Treasury Note	912828WR7	2.125	06/30/21	06/30/21	1,500,000	1,488,668	1,504,922	16,254	0.18%	61	3.10%
10/02/17	Florida Power Corporation	341099CP2	3.100	08/15/21	08/15/21	250,000	256,744	250,537	(6,207)	2.34%	107	0.52%
05/31/19	FNMA Benchmark Note	3135G0N82	1.250	08/17/21	08/17/21	130,000	128,006	130,449	2,443	0.09%	109	0.27%
07/05/18	Treasury Note	912828T34	1.125	09/30/21	09/30/21	1,590,000	1,517,091	1,597,080	79,989	0.06%	153	3.29%
12/23/16	Federal Home Loan Banks	3130AABG2	1.875	11/29/21	11/29/21	1,525,000	1,497,278	1,540,905	43,627	0.08%	213	3.17%
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	12/15/21	360,000	359,305	364,351	5,046	0.26%	229	0.75%
03/27/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	1,150,000	1,152,401	1,165,026	12,625	0.08%	250	2.40%
09/25/18	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	1,775,000	1,757,610	1,804,164	46,554	0.07%	258	3.71%
06/26/19	Target Corporation	87612EAZ9	2.900	01/15/22	01/15/22	300,000	306,848	305,522	(1,326)	0.30%	260	0.63%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	360,000	366,983	368,366	1,383	0.37%	276	0.76%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	1,450,000	1,400,944	1,465,633	64,689	0.07%	276	3.02%
08/06/18	PacifiCorp	695114CP1	2.950	02/01/22	02/01/22	250,000	249,340	253,285	3,945	1.19%	277	0.52%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	300,000	295,021	304,478	9,457	0.46%	288	0.63%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	300,000	300,881	305,298	4,417	0.31%	291	0.63%
11/19/20	American Express Credit Corp	0258M0EG0	2.700	03/03/22	03/03/22	275,000	282,835	280,135	(2,700)	0.48%	307	0.58%
07/09/19	FHLB	313378CR0	2.250	03/11/22	03/11/22	1,175,000	1,190,245	1,196,586	6,341	0.12%	315	2.46%
05/31/19	US Bancorp	91159HHC7	3.000	03/15/22	03/15/22	290,000	294,840	296,344	1,504	0.49%	319	0.61%
01/11/19	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	300,000	298,290	306,281	7,991	0.47%	336	0.63%
03/01/18	Federal National Mortgage Assoc	3135G0T45	1.875	04/05/22	04/05/22	1,050,000	1,033,101	1,067,474	34,373	0.09%	340	2.20%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	1,550,000	1,530,471	1,577,730	47,259	0.08%	365	3.25%
05/31/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	300,000	300,762	305,780	5,018	0.42%	376	0.63%
10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	300,000	303,523	307,212	3,689	0.40%	397	0.63%
11/08/18	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	300,000	292,337	307,046	14,709	0.26%	402	0.63%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	300,000	303,772	309,258	5,486	0.25%	411	0.64%
12/31/18	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	1,425,000	1,405,583	1,458,732	53,149	0.11%	457	3.00%
11/01/19	Procter & Gamble Company	742718EU9	2.150	08/11/22	08/11/22	300,000	303,998	307,504	3,506	0.19%	468	0.63%
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	09/01/22	275,000	277,996	283,182	5,186	0.81%	489	0.58%

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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
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	300,000	290,735	307,536	16,801	0.29%	496	0.63%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	350,000	343,117	358,491	15,374	0.63%	503	0.74%
01/11/19	Treasury Note	9128282W9	1.875	09/30/22	09/30/22	1,225,000	1,201,813	1,255,338	53,525	0.13%	518	2.58%
09/12/19	FNMA	3135G0T78	2.000	10/05/22	10/05/22	1,000,000	1,009,770	1,026,731	16,961	0.13%	523	2.11%
04/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	400,000	399,124	420,243	21,119	0.31%	621	0.86%
09/26/19	Federal National Mortgage Assoc	3135G0T94	2.375	01/19/23	01/19/23	1,750,000	1,791,413	1,816,110	24,697	0.17%	629	3.74%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	425,000	430,662	446,713	16,051	0.33%	635	0.92%
08/22/19	Treasury Note	9128283U2	2.375	01/31/23	01/31/23	1,675,000	1,718,542	1,739,906	21,364	0.16%	641	3.58%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	325,000	326,091	337,301	11,210	0.62%	656	0.69%
10/02/19	Pepsico Inc.	713448CG1	2.750	03/01/23	03/01/23	300,000	310,179	313,595	3,416	0.27%	670	0.65%
11/19/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	1,900,000	1,969,049	1,997,375	28,326	0.18%	730	4.11%
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	05/15/23	300,000	314,644	311,964	(2,680)	0.76%	745	0.64%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	300,000	302,050	310,826	8,776	0.59%	745	0.64%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	300,000	298,333	312,083	13,750	0.80%	762	0.64%
02/19/20	FHLMC	3137EAEN5	2.750	06/19/23	06/19/23	1,875,000	1,984,696	1,975,938	(8,758)	0.22%	780	4.07%
03/04/21	Wells Fargo Bank NA	94988J5R4	3.550	08/14/23	08/14/23	350,000	376,170	374,532	(1,638)	0.47%	836	0.77%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	1,400,000	1,464,189	1,486,860	22,671	0.24%	865	3.06%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	1,875,000	1,959,890	1,994,385	34,495	0.24%	883	4.10%
02/19/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	800,000	856,141	853,813	(2,328)	0.26%	944	1.76%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	300,000	307,317	324,982	17,665	0.60%	998	0.67%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	310,000	336,924	336,627	(297)	0.51%	1018	0.69%
04/30/21	Treasury Note	91282CBM2	0.125	02/15/24	02/15/24	1,200,000	1,194,375	1,194,656	281	0.28%	1021	2.46%
04/26/21	Metlife Inc	59156RBH0	3.600	04/10/24	04/10/24	275,000	299,189	299,210	21	0.58%	1076	0.62%
09/25/20	Comcast Corporation	20030NCR0	3.700	04/15/24	04/15/24	315,000	348,289	343,390	(4,899)	0.62%	1081	0.71%
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	300,000	325,182	325,608	426	0.57%	1111	0.67%
09/28/20	Prudential Financial Inc	74432QBZ7	3.500	05/15/24	05/15/24	350,000	386,964	381,450	(5,514)	0.52%	1111	0.79%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	325,000	351,139	348,296	(2,843)	0.66%	1183	0.72%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	325,000	332,088	343,280	11,192	0.57%	1203	0.71%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	325,000	345,449	354,747	9,298	0.65%	1279	0.73%
09/24/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	300,000	317,209	314,511	(2,698)	0.70%	1325	0.65%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	315,000	336,711	335,755	(956)	0.08%	1406	0.69%
11/03/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	350,000	385,090	380,991	(4,099)	0.82%	1415	0.78%

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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
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	50,000	54,978	54,378	(600)	0.97%	1432	0.11%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	525,000	529,371	522,499	(6,872)	0.62%	1445	1.08%
11/17/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	500,000	497,395	491,758	(5,637)	0.65%	1522	1.01%
09/25/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	325,000	368,501	360,558	(7,943)	1.06%	1551	0.74%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	365,000	414,692	404,891	(9,801)	0.95%	1571	0.83%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	2,500,000	2,499,074	2,475,483	(23,591)	0.72%	1652	5.10%
Subtotal						\$ 47,172,137	\$ 47,821,982	\$ 48,584,809	\$ 762,827	0.33%	638	100.00%
PFC Bank Balance							1,586,858					
TOTAL							\$ 49,408,840					

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Purchases - Maturities - Sales
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PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
04/26/21	Mellife Inc	59156RBH0	3.600	04/10/24	\$ 275,000.00	108.79600	\$ 299,189.00	\$ (495.00)
04/30/21	Treasury Note	91282CBM2	0.125	02/15/24	1,200,000.00	99.53125	1,194,375.00	(319.06)
							-	
							-	
							-	
							-	
							-	
							-	
							-	
							-	
							-	
TOTAL PURCHASES					\$ 1,475,000.00		\$ 1,493,564.00	\$ (814.06)

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
01/24/18	Treasury Note	912828Q78	1.375	04/30/21	\$ 1,200,000.00	96.98242	\$ 1,163,789.06	\$ 36,210.94
							-	-
							-	-
							-	-
							-	-
TOTAL MATURITIES					\$ 1,200,000.00		\$ 1,163,789.06	\$ 36,210.94

SALES / REDEMPTIONS / DELIVERS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
01/15/19	Oracle Corporation	68389XBB0	2.500	05/15/22	04/26/21	300,000.00	103.06194	\$ 309,185.83	\$ 296,411.90	\$ 12,773.93
								-		-
								-		-
						\$ 300,000.00		\$ 309,185.83	\$ 296,411.90	\$ 12,773.93

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
04/01/21-04/30/21

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										
Oracle Corporation	NOTE	2.500	05/15/22	2,833.33	-	-	-	(2,833.33)	-	(2,833.33)
Treasury Note	NOTE	1.375	04/30/21	6,928.18	8,250.00	-	-	1,321.82	-	1,321.82
FNMA	NOTE	1.250	05/06/21	4,657.11	-	-	5,620.66	963.55	978.44	1,941.99
General Dynamics Corporation	NOTE	3.000	05/11/21	3,500.00	-	-	4,250.00	750.00	(37.97)	712.03
WalMart Inc	NOTE	3.125	06/23/21	2,552.07	-	-	3,333.34	781.27	(65.69)	715.58
Fifth Third Bank	NOTE	2.250	06/14/21	1,337.50	-	-	1,712.50	375.00	115.67	490.67
Treasury Note	NOTE	2.125	06/30/21	8,012.77	-	-	10,654.35	2,641.58	315.25	2,956.83
Florida Power Corporation	NOTE	3.100	08/15/21	990.29	-	-	1,636.11	645.82	(212.84)	432.98
FNMA Benchmark Note	NOTE	1.250	08/17/21	198.61	-	-	334.03	135.42	75.35	210.77
Treasury Note	NOTE	1.125	09/30/21	48.88	-	-	1,515.06	1,466.18	1,931.47	3,397.65
Federal Home Loan Banks	NOTE	1.875	11/29/21	9,690.11	-	-	12,072.91	2,382.80	591.22	2,974.02
Pfizer Inc	NOTE	2.200	12/15/21	2,332.00	-	-	2,992.01	660.01	5.18	665.19
FNMA Benchmark Note	NOTE	2.000	01/05/22	5,494.44	-	-	7,411.12	1,916.68	(85.79)	1,830.89
FHLMC	NOTE	2.375	01/13/22	9,133.86	-	-	12,646.88	3,513.02	453.02	3,966.04
Target Corporation	NOTE	2.900	01/15/22	1,836.67	-	-	2,561.66	724.99	(233.88)	491.11
Berkshire Hathaway Finance Corp	NOTE	3.400	01/31/22	2,074.01	-	-	3,094.00	1,019.99	(212.03)	807.96
Treasury Note	NOTE	1.500	01/31/22	3,604.97	-	-	5,407.46	1,802.49	1,035.27	2,837.76
PacifiCorp	NOTE	2.950	02/01/22	1,229.16	-	-	1,843.76	614.60	7.90	622.50
Microsoft Corporation	NOTE	2.375	02/12/22	969.79	-	-	1,563.55	593.76	123.75	717.51
Walt Disney Co	NOTE	2.550	02/15/22	977.51	-	-	1,615.01	637.50	(24.44)	613.06
American Express Credit Corp	NOTE	2.700	03/03/22	577.50	-	-	1,196.25	618.75	(550.45)	68.30
FHLB	NOTE	2.250	03/11/22	1,468.75	-	-	3,671.88	2,203.13	(506.58)	1,696.55
US Bancorp	NOTE	3.000	03/15/22	386.67	-	-	1,111.67	725.00	(157.57)	567.43
BB&T Corp	NOTE	2.750	04/01/22	4,125.00	4,125.00	-	687.49	687.49	34.59	722.08
Federal National Mortgage Assoc	NOTE	1.875	04/05/22	9,624.99	9,843.75	-	1,421.87	1,640.63	349.70	1,990.33
Treasury Note	NOTE	1.875	04/30/22	12,203.04	14,531.25	-	78.97	2,407.18	491.17	2,898.35
Apple Inc	NOTE	2.300	05/11/22	2,683.33	-	-	3,258.34	575.01	(25.15)	549.86
Home Depot Inc	NOTE	2.625	06/01/22	2,625.00	-	-	3,281.27	656.27	(84.31)	571.96
Caterpillar Financial Services	NOTE	2.400	06/06/22	2,299.99	-	-	2,899.99	600.00	175.90	775.90
Cisco Systems Inc	NOTE	3.000	06/15/22	2,650.00	-	-	3,400.00	750.00	(107.47)	642.53
Treasury Note	NOTE	2.000	07/31/22	4,723.76	-	-	7,085.63	2,361.87	447.07	2,808.94
Procter & Gamble Company	NOTE	2.150	08/11/22	895.83	-	-	1,433.33	537.50	(125.06)	412.44
Burlington Northern Santa Fe LLC	NOTE	3.050	09/01/22	698.95	-	-	1,397.92	698.97	(90.10)	608.87

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
04/01/21-04/30/21

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
John Deere Capital Corp	NOTE	2.150	09/08/22	412.08	-	-	949.58	537.50	209.44	746.94
Merck & Co Inc	NOTE	2.400	09/15/22	373.34	-	-	1,073.34	700.00	129.23	829.23
Treasury Note	NOTE	1.875	09/30/22	62.76	-	-	1,945.44	529.97	512.87	1,042.84
FNMA	NOTE	2.000	10/05/22	9,777.78	10,000.00	-	1,444.44	1,666.66	(265.97)	1,400.69
Bank of America Corp	NOTE	3.300	01/11/23	2,933.33	-	-	4,033.33	1,100.00	(7.07)	1,092.93
Federal National Mortgage Assoc	NOTE	2.375	01/19/23	8,312.50	-	-	11,776.05	3,463.55	(1,066.95)	2,396.60
JP Morgan Chase & CO	NOTE	3.200	01/25/23	2,493.34	-	-	3,626.66	1,133.32	(130.81)	1,002.51
Treasury Note	NOTE	2.375	01/31/23	6,593.58	-	-	9,890.37	3,296.79	(1,095.05)	2,201.74
Unitedhealth Group Inc	NOTE	2.750	02/15/23	1,142.02	-	-	1,886.81	744.79	(34.50)	710.29
Pepsico Inc.	NOTE	2.750	03/01/23	687.50	-	-	1,375.00	687.50	(249.17)	438.33
Treasury Note	NOTE	2.750	04/30/23	21,939.22	26,125.00	-	141.98	4,327.76	(1,690.10)	2,637.66
Loews Corporation	NOTE	2.625	05/15/23	2,975.00	-	-	3,631.25	656.25	(541.25)	115.00
Public Service Electric And Gas	NOTE	2.375	05/15/23	2,691.67	-	-	3,285.41	593.74	(69.01)	524.73
Simon Property Group LP	NOTE	2.750	06/01/23	2,750.01	-	-	3,437.50	687.49	24.91	712.40
FHLMC	NOTE	2.750	06/19/23	14,609.38	-	-	18,906.25	4,296.87	(2,796.52)	1,500.35
Wells Fargo Bank NA	NOTE	3.550	08/14/23	1,622.15	-	-	2,657.57	1,035.42	(928.00)	107.42
FNMA	NOTE	2.875	09/12/23	2,124.31	-	-	5,478.47	3,354.16	(1,469.98)	1,884.18
Treasury Note	NOTE	2.875	09/30/23	147.28	-	-	4,565.84	4,418.56	(1,759.85)	2,658.71
Treasury Note	NOTE	2.875	11/30/23	7,708.80	-	-	9,604.40	1,895.60	(1,235.80)	659.80
Citibank NA	NOTE	3.650	01/23/24	2,068.33	-	-	2,980.83	912.50	(128.90)	783.60
IBM Corp	NOTE	3.625	02/12/24	1,529.55	-	-	2,466.01	936.46	(782.66)	153.80
Treasury Note	NOTE	0.125	02/15/24	-	-	319.06	310.77	(8.29)	-	(8.29)
Mellife Inc	NOTE	3.600	04/10/24	-	-	495.00	577.50	82.50	(68.33)	14.17
Comcast Corporation	NOTE	3.700	04/15/24	5,374.25	5,827.50	-	518.00	971.25	(801.76)	169.49
Bank of New York Mellon Corp	NOTE	3.400	05/15/24	3,853.33	-	-	4,703.33	850.00	(682.43)	167.57
Prudential Financial Inc	NOTE	3.500	05/15/24	4,627.78	-	-	5,648.61	1,020.83	(874.24)	146.59
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	1,701.74	-	-	2,487.15	785.41	(599.99)	185.42
Honeywell International Inc	NOTE	2.300	08/15/24	955.13	-	-	1,578.06	622.93	(134.49)	488.44
PNC Funding Corp	NOTE	3.300	10/30/24	4,498.54	5,362.50	-	29.79	893.75	(368.23)	525.52
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	1,810.84	-	-	2,323.33	512.49	(353.33)	159.16
Exxon Mobil Corp	NOTE	2.709	03/06/25	592.59	-	-	1,303.71	711.12	(477.11)	234.01
Ace InA Holdings Inc	NOTE	3.150	03/15/25	490.00	-	-	1,408.75	918.75	(676.97)	241.78
General Dynamics Corporation	NOTE	3.250	04/01/25	812.50	812.50	-	135.42	135.42	(102.73)	32.69
Federal Home Loan Banks	NOTE	0.500	04/14/25	1,217.71	1,312.50	-	123.96	218.75	(82.51)	136.24

Burbank-Glendale-Pasadena Airport Authority - PFC Account										
Earnings Report										
04/01/21-04/30/21										
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
Treasury Note	NOTE	0.250	06/30/25	314.23	-	-	417.82	103.59	47.27	150.86
Intel Corp	NOTE	3.700	07/29/25	2,070.97	-	-	3,073.05	1,002.08	(799.39)	202.69
Slate Street Corporation	NOTE	3.550	08/18/25	1,547.70	-	-	2,627.49	1,079.79	(858.62)	221.17
FNMA Benchmark Note	NOTE	0.500	11/07/25	4,826.39	-	-	5,868.06	1,041.67	15.51	1,057.18
Subtotal				\$ 241,011.70	\$ 86,190.00	\$ 814.06	\$ 239,480.35	\$ 82,491.88	\$ (15,580.87)	\$ 66,911.01
CASH EQUIVALENTS										
Cash Interest				-	5.36	-	-	5.36	-	5.36
Subtotal				\$ -	\$ 5.36	\$ -	\$ -	\$ 5.36	\$ -	\$ 5.36
TOTAL				\$ 241,011.70	\$ 86,195.36	\$ 814.06	\$ 239,480.35	\$ 82,497.24	\$ (15,580.87)	\$ 66,916.37

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

**SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND TEN MONTHS ENDED APRIL 30, 2021 & 2020**

	Monthly Performance					April 2021	Fiscal YTD Performance (July 2020 - April 2021)				
	A	B	C	D	E		F	G	H	I	J
	Actual \$	Budget	Actual \$		Variance		Fiscal	Fiscal	Actual \$		Variance
	Apr 2021	Apr 2021	Prior Year	Note	Actual Vs.		YTD	YTD Budget	Prior Year	Note	Actual Vs.
			Apr 2020		Budget				Fiscal YTD		Budget
OPERATING ACTIVITY											
CASH RECEIPTS FROM OPERATIONS											
1	\$217,700	\$206,688	\$152,284	(2)	\$11,012	Landing/Fuel Fees	\$2,417,586	\$1,754,624	\$4,107,162	(2)	\$662,962
2	851,332	1,132,422	156,929	(3)	(281,090)	Parking Fees	5,625,186	5,245,155	16,703,349	(3)	380,031
3	615,349	845,201	269,376	(4)	(229,852)	Rental Receipts - Terminal Building	5,619,736	6,552,821	11,151,424	(4)	(933,085)
4	1,442,963	1,074,314	1,124,043	(5)	368,649	Rental Receipts - Other Buildings	11,872,062	10,743,146	11,154,431	(5)	1,128,916
5	75,315	139,096	177,467	(6)	(63,781)	Ground Transportation	646,775	751,808	4,203,074	(6)	(105,033)
6	26,970	5,417	12,107	(7)	21,553	Other Receipts	672,703	54,167	661,764	(7)	618,536
7	475,823	270,833	442,141	(8)	204,990	Investment Receipts - Treasurer/Other Interest Earned	3,922,292	2,708,333	3,724,235	(8)	1,213,959
8	\$3,705,452	\$3,673,971	\$2,334,347	(1)	\$31,481		\$30,776,340	\$27,810,054	\$51,705,439	(1)	\$2,966,286
CASH DISBURSEMENTS FROM OPERATIONS											
9	(\$101,607)	(\$103,942)	(\$125,347)	(10)	\$2,335	Administrative Supplies & Costs	(\$728,741)	(\$994,417)	(\$1,010,344)	(10)	\$265,676
10	(230,736)	(300,799)	(213,461)	(11)	70,063	Operating Supplies & Maintenance	(2,523,554)	(3,007,990)	(3,254,825)	(11)	484,436
11	(2,102,084)	(2,180,512)	(2,171,564)	(12)	78,428	Contractual Operating Costs	(20,815,952)	(21,440,694)	(23,479,972)	(12)	624,742
12	(236,894)	(267,075)	(220,501)	(13)	30,181	Contractual Professional Services	(4,174,839)	(4,264,150)	(4,850,635)	(13)	89,311
13	(459,582)	(529,333)	(448,507)	(14)	69,751	Wages & Benefits	(5,273,887)	(5,293,331)	(4,961,713)	(14)	19,444
14	(27,211)	(31,679)	(68,345)	(15)	4,468	Other Operating Costs	(207,644)	(361,793)	(989,577)	(15)	154,149
15	(380,354)	(380,354)	0		0	Bond Debt Service - 2015 Bonds	(3,803,542)	(3,803,542)	(3,806,879)		0
16	(160,058)	(363,994)	(480,047)	(16)	203,936	Parking Tax	(586,761)	(804,650)	(2,369,827)	(16)	217,889
17	(\$3,698,526)	(\$4,157,688)	(\$3,727,772)	(9)	\$459,162		(\$38,114,920)	(\$39,970,567)	(\$44,723,772)	(9)	\$1,855,647
INCREASE (DECREASE) IN CASH FROM OPERATIONS											
18	\$6,926	(\$483,717)	(\$1,393,425)		\$490,643		(\$7,338,580)	(\$12,160,513)	\$6,981,667		\$4,821,933
FACILITY IMPROVEMENT / NOISE MITIGATION TRANSACTIONS											
CASH DISBURSEMENTS											
19	(\$210)	(\$10,000)	(\$158)	(17)	\$9,790	Sound Insulation Program Costs	(\$1,695)	(\$103,750)	(\$1,580)	(17)	\$102,055
20	(527,212)	(17,625)	(1,100,155)	(18)	(509,587)	Other Facility Improvement Program Project Costs	(4,293,406)	(3,593,750)	(9,874,318)	(18)	(699,656)
21	(\$527,422)	(\$27,625)	(\$1,100,313)		(\$499,797)		(\$4,295,101)	(\$3,697,500)	(\$9,875,898)		(\$597,601)
CASH RECEIPTS FROM FUNDING SOURCES											
22	\$0	\$8,059	\$0	(17)	(\$8,059)	FAA Grants - Sound Insulation Program	\$0	\$83,611	\$0	(17)	(\$83,611)
23	1,101,886	0	41,038	(19)	1,101,886	FAA Grants - Facility Improvement Program	3,142,458	3,020,310	2,619,499	(19)	122,148
24	0	0	0	(20)	0	Other Grants	1,520	0	60,706	(20)	1,520
25	0	2,851	0	(21)	(2,851)	Passenger Facility Charge Receipts/Reserves	1,348,556	380,739	166,612	(21)	967,817
26	\$1,101,886	\$10,910	\$41,038		\$1,090,976		\$4,492,534	\$3,484,660	\$2,846,817		\$1,007,874
INCREASE (DECREASE) - FACILITY / NOISE MITIGATION TRANSACTIONS											
27	\$574,464	(\$16,715)	(\$1,059,275)		\$591,179		\$197,433	(\$212,840)	(\$7,029,081)		\$410,273
CARES ACT FUNDING											
28	\$0	\$1,055,122	\$0		(\$1,055,122)	2015 Bond Debt Service & Personnel Costs	\$11,039,809	\$10,551,220	\$0		\$488,589
29	\$0	\$1,055,122	\$0	(22)	(\$1,055,122)		\$11,039,809	\$10,551,220	\$0	(22)	\$488,589
NET INCREASE (DECREASE) IN CASH - TOTAL											
30	\$581,390	\$554,690	(\$2,452,700)		\$26,700		\$3,898,662	(\$1,822,133)	(\$47,414)		\$5,720,795

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND TEN MONTHS ENDED APRIL 30, 2021 & 2020

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%

Passengers were down 77.51% FYTD April when compared to pre-COVID levels and down 64.70% when compared to April 2019 (pre-COVID). This result was below the Q4 budgeted assumption of a passenger reduction of 50% for the month and below the blended reduction of 72.5% for the first 10 months of the fiscal year. Although, the overall passenger activity performance of the first ten months was below the budgeted assumptions, the FYTD April 2021 financial performance remains slightly positive.

Additionally, the Adopted FY 2021 Budget includes the use of \$16.1 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 FYTD April. On an accrual basis, operating revenues exceed the budget FYTD April by \$1,316,825. See notes 2 through 8 for additional information regarding operating receipts.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND TEN MONTHS ENDED APRIL 30, 2021 & 2020

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 \$349,935 FYTD April. The Authority deferred landing fees for signatory airlines for April 2020 through June 2020. This deferral was paid back by the airlines in equal installments during the first half of FY 2021, which was 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 (3) – Parking Fees

Parking fee revenues performed above the FYTD budget forecast. Accrual basis Parking Fees are \$431,093 ahead of budget FYTD April.

NOTE (4) – Rental Receipts - Terminal Building

Terminal Building rental receipts are under budget FYTD April. The Authority deferred Terminal Building rental fees for signatory airlines for April 2020 through June 2020. This deferral was paid back by the airlines in equal installments during the first half of FY 2021, which was 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. Accrual basis Terminal Building rents are under budget by \$1,095,397 FYTD April primarily due to the continued economic relief extended by the Authority to the concessionaires from July 2020 to June 2021.

NOTE (5) – Rental Receipts - Other Buildings

Other Buildings rental receipts exceed the budget FYTD April partially due to the timing of receipts. Accrual basis Other Building rents are \$733,485 ahead of budget FYTD April due to CPI adjustments and additional lease revenue.

NOTE (6) – Ground Transportation

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation receipts are under budget by \$83,980 FYTD April.

NOTE (7) – Other Receipts

This category consists primarily of filming, TSA LEO reimbursements, fingerprint/badge renewal fees, noise fees, and access fees. FYTD April Other Receipts include a security deposit of \$222,242 from TEM Enterprises operating as Avelo Aviation and a security deposit of \$118,737 from Innova Aviation, LLC. Accrual basis Other Receipts are \$248,774 ahead of budget FYTD April.

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 \$732,915 FYTD April.

NOTE (9) – Cash Disbursements from Operations

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

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND TEN MONTHS ENDED APRIL 30, 2021 & 2020

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.

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 primarily includes public relations/advertising, air service retention, and license/permit fees.

NOTE (16) – Parking Tax

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. The April 2021 remittance, in the amount of \$160,058, covers parking activity for the months of January, February, and March 2021.

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 on a cash basis exceed the budget FYTD April by \$699,656 primarily due to payments for FY 2020 accrued costs 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.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND TEN MONTHS ENDED APRIL 30, 2021 & 2020

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 for FY 2021. FYTD April reimbursements include FY 2020 costs of \$3.3 million related to the 2015 Bond debt service for April through June 2020 and certain personnel costs for May and June 2020. Also included are FY 2021 costs of \$7.8 million for the 2015 Bond Debt Service for the months of July 2020 through March 2021 and certain personnel costs for July to October 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 TEN MONTHS ENDED APRIL 30, 2021 & 2020

April 2021									
Monthly Performance					Fiscal YTD Performance (July 2020 - April 2021)				
A	B	C	D	E	F	G	H	I	J
Actual \$ Apr 2021	Budget Apr 2021	Actual \$ Prior Year Apr 2020	Note	Variance Actual Vs. Budget	Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
31	\$189,317	\$302,900	\$270,038 (1)	(\$113,583)	\$1,669,279	\$1,394,202	\$5,014,959	(1)	\$275,077
32	0	97,358	0 (2)	(97,358)	1,350,736	2,608,375	0	(2)	(1,257,639)
33	139,064	85,913	34,126 (3)	53,151	925,489	859,134	771,575	(3)	66,355
34	(486,171)	(486,171)	(486,417)	0	(4,861,711)	(4,861,711)	(4,864,170)		0
35	0	0	0	0	0	0	0		0
36	(\$157,790)	\$0	(\$182,253) (4)	(\$157,790)	(\$916,207)	\$0	\$922,364	(4)	(\$916,207)

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. Reimbursements are anticipated to continued to be received through future CARES Act Grant drawdowns.

Note (3) – Facility Rent

Facility Rent receipts are applied to the 2012 Bond debt service

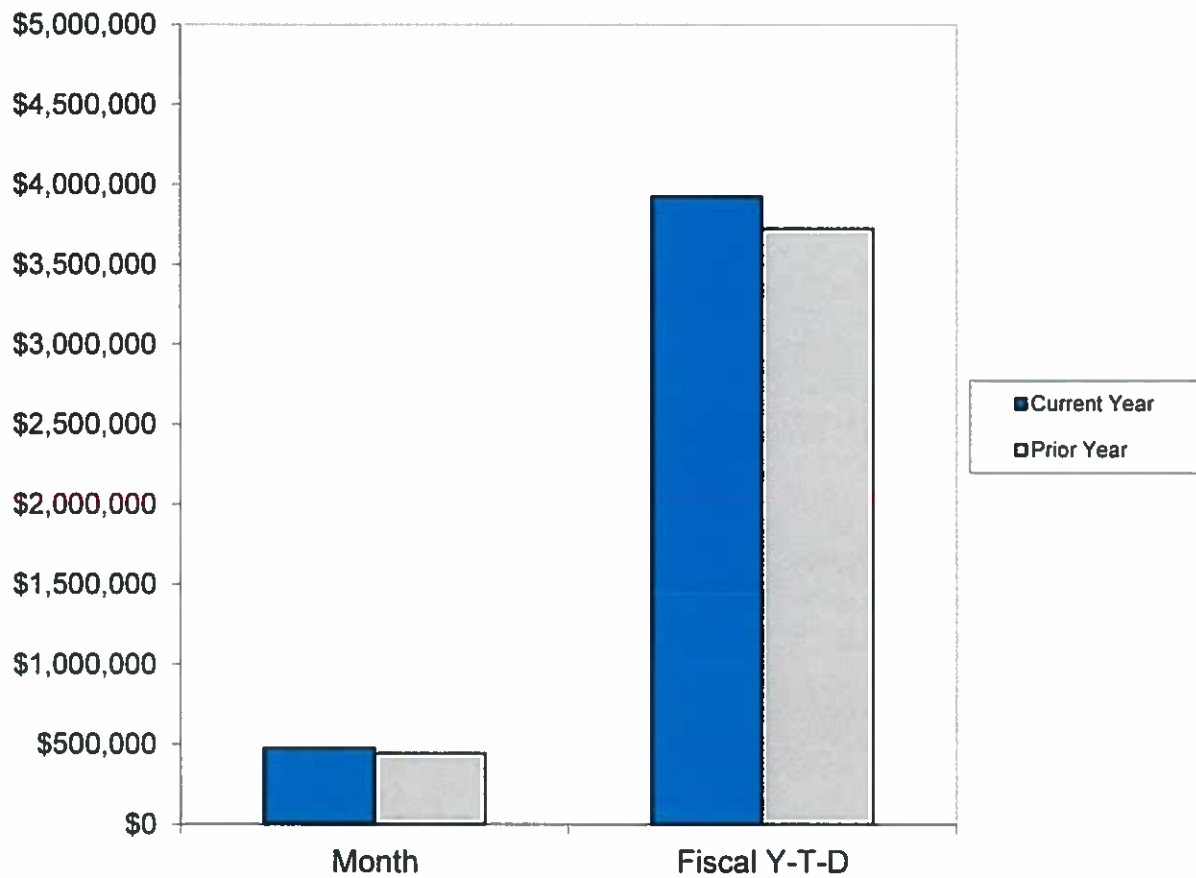
Note (4) – Net RITC / ConRAC Facility Payments and Collections

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



	April 2021	April 2020
Interest Receipts - - Month	\$475,823	\$442,141
Interest Receipts - - Fiscal Y-T-D	\$3,922,292	\$3,724,235
Month End Portfolio Balance	\$232,171,432	\$230,451,749
Yield to Maturity	0.33%	0.58%

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 19, 2021**

ELECTION OF OFFICERS

SUMMARY

The joint powers agreement requires the Commission to elect or re-elect a President, a Vice President, and a Secretary at the first meeting of July every year. Although not required to do so, the Commission traditionally also has chosen an Assistant Secretary, Treasurer, and Auditor at the first July meeting. Staff recommends that the Commission elect or re-elect all of its officers, including an Assistant Secretary, Treasurer, and Auditor.

BACKGROUND

Section 2.4.1 of the joint powers agreement addresses the offices of President, Vice President, Secretary, and Assistant Secretary. This provision requires the Commission to elect or re-elect a President, Vice President, and Secretary at the first meeting of July every year. This provision allows, but does not require, the Commission to elect an Assistant Secretary to assist the Secretary in the performance of the Secretary's duties, certify copies of official Authority documents, and perform other duties specified by the Commission. Traditionally, the Commission has elected an Assistant Secretary at the first July meeting. Last year, consistent with past practice, the Commission chose to have the Executive Director serve as the Assistant Secretary.

Sections 2.4.2 and 2.4.3 of the joint powers agreement address the Treasurer and Auditor offices. These provisions require the Commission to appoint a Treasurer and an Auditor, but they do not require that such appointments be made at any particular time of year. Traditionally, the Commission has appointed a Treasurer and Auditor at the first July meeting. Currently, Commissioner Agajanian serves as Treasurer and Commissioner Najarian serves as Auditor.

FPPC REGULATION

Fair Political Practices Commission Regulation 18702.5 defines what constitutes a "personal financial effect" for purposes of the Political Reform Act's conflict of interest prohibition. As a result of an amendment adopted several years ago, this regulation allows a public official to participate in decisions to fill a position on a body of which the official is a member. Thus, even though the President is compensated slightly more than other Commissioners, the nominee(s) for President may participate in the Commission's discussion and vote on that office.

RECOMMENDATION

Staff recommends that the Commission elect a President, Vice President, and Secretary for the 2021-2022 term. Staff also recommends that the Commission determine whether to change the existing appointments to the offices of Assistant Secretary, Treasurer, and Auditor.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 19, 2021**

**AWARD OF CONTRACT
ACQUISITION OF AIRFIELD SWEEPER**

Presented by Anthony DeFrenza
Director, Engineering and Maintenance

SUMMARY

At its meeting on June 21, 2021, the Operations and Development Committee (“Committee”) voted (2–0, 1 abstention) to recommend that the Commission award a contract to Haaker Equipment Company (“Haaker”) in the amount of \$148,623.15 for a NiteHawk Raptor II sweeper.

BACKGROUND

The Authority owns both a 2006 Tymco sweeper and a 2009 GMC diesel sweeper that operate daily to clean airfield pavement surfaces and other airport property roads. The Tymco equipment is primarily used for sweeping airfield taxiways and runways while the GMC is used on the airfield and airport roadways. The 12-year-old GMC sweeper has reached the end of its useful life and requires frequent maintenance to maintain its operational readiness to meet the Federal Aviation Administration (“FAA”) Part 139 Airport Certification requirements. Over the past three years, the cost to maintain this piece of equipment has grown significantly, averaging approximately \$10,000 per year.

Acquisition of a new sweeper utilizing Passenger Facility Charge (“PFC”) revenues requires adherence to FAA regulations for procurement. Additionally, there are South Coast Air Quality Management District (“SCAQMD”) requirements related to sweeper procurements. In its 2019 Memorandum of Understanding (“MOU”) with SCAQMD, the Authority also has made commitments for its vehicle and equipment fleet mix regarding fuel efficiency and use of alternative fuels while meeting the operational needs of the Maintenance Department.

A Request for Bids (“RFB”) was originally posted in July 2020. A number of questions were received from interested suppliers related to the specified requirements. While developing responses to the submitted questions, Staff determined that it would be preferable to withdraw the initial procurement, revise the bid package and reissue it. The revised RFB was issued in August 2020 and three bids were received in September.

Bids Received:

Haaker Equipment Company -	\$148,623.15
DSU Peterbilt & GMC Inc -	\$187,179.12
Broadway Ford Truck Sales Inc -	\$193,505.75

All of the bids were for the same sweeper manufacturer/model. All three equipment dealers indicated the quoted sweeper is compliant with SCAQMD Rule 1186, though the sweeper had not yet been through the required certification process.

The purpose of SCAQMD Rule 1186 is to reduce PM10 particulate matter entrained in ambient air from vehicular travel on paved roads. The rule requires that street sweepers purchased by most governmental organizations are certified by SCAQMD as PM10 compliant under the requirements of Rule 1186.

Staff contacted the manufacturer directly and the manufacturer indicated a willingness to go through the SCAQMD certification process. Staff then contacted the lowest responsive bidder, Haaker, to request that its pricing be held long enough for the manufacturer to complete the certification process. Haaker agreed to extend its pricing until the certification process with SCAQMD was completed. Earlier this month, on June 1, 2021, the manufacturer received an Equivalency Determination from SCAQMD, indicating that the NiteHawk Raptor II with the PM10 Option Package is "considered certified under the provisions of Rule 1186, subdivision (e)". Haaker confirmed that the option package specified in the determination letter from SCAQMD will be provided with the sweeper for the original bid price.

In addition to the certification required by Rule 1186, SCAQMD Rule 1186.1 requires sweepers with a gross vehicle weight rating over 14,000 pounds procured by most governmental organizations to be powered by an alternative fuel (as defined in the rule). The NiteHawk Raptor II sweeper has a gross vehicle weight rating of 12,500 and is thus not subject to Rule 1186.1. However, the RFB included an alternative fuel model (Liquid Propane Gas) specification to comply with the Authority's MOU with SCAQMD.

In compliance with the FAA "Buy American Preference" requirements the Nitehawk Raptor II Sweeper is built in Kent Washington on a Isuzu truck chassis which is manufactured at a plant in the State of Michigan.

BUDGET

The recently adopted FY 2022 budget includes appropriations for the purchase of the sweeper utilizing funds provided through an approved PFC Application.

RECOMMENDATION

At its meeting on June 21, 2021, the Committee voted (2-0, 1 abstention) to recommend to the Commission that it award a contract to Haaker for the purchase of a Nitehawk Raptor II sweeper and to authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 19, 2021**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT
AIRPORT MARKETING CONSULTANT SERVICES**

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 (“Agreement”) to Anyone Collective, LLC, (“Anyone Collective”) for airport marketing consulting services, website support and media purchases. These services are in support of the continued branding, marketing, and advertising efforts of Hollywood Burbank Airport. These services, as detailed below, are for a not-to-exceed amount of \$375,000 inclusive of media purchases.

BACKGROUND

Since their initial engagement in 2015, Anyone Collective has worked closely with Staff to implement the Authority’s long-term branding and marketing strategy to gain market recognition and increase passenger utilization of Hollywood Burbank Airport.

Since FY 2016, marketing strategies have been implemented to promote the geographical location of the Airport and its proximity to Los Angeles area points of interest. The initiative included a strategic general communications plan based on extensive market research, and the analytics generated from previous marketing and advertising efforts. Past advertising purchases in both print and digital outlets were utilized in conjunction with continued ongoing research and analysis of potential market interest. Anyone Collective’s services are also utilized with the outreach to airline network planning and marketing departments and specifically targets airlines that are serving the Airport.

In FY 2019, Anyone Collective services were separately contracted to undertake a complete remake of the Hollywood Burbank Airport website. The website, which has the largest outreach of all the Authority’s marketing outlets, now focuses on the key benefits of the Airport and provides up to date information pertinent to current and prospective customers.

The success of these efforts, as previously reported to the Commission, include the receipt of global recognition by Airports Council International - North America (“ACI-NA”) with both the Authority and Anyone Collective receiving multiple awards for Brand Identity, Digital Advertising, Print Communications, and an Overall Marketing Program. That year, ACI-NA also bestowed onto the Airport the prestigious Peggy G. Hereford award, which is given to the airport with the most first place and honorable mentions awards in a single year.

The success of Anyone Collective’s creativity with name and brand recognition was further recognized in June 2019, when Fodor’s Travel named Hollywood Burbank Airport the “Best Airport in the United States.”

PROPOSAL DETAILS

Proposed airport marketing activities for FY 2022 will focus on recovery of air service and passenger traffic that was significantly impacted during the global pandemic. Part of the efforts will include growing and strengthening the brand name foundation established in prior years, promoting existing and new air services, while raising more awareness about the Airport's features and amenities that add value to the overall customer experience.

One effort will include a targeted messaging program to be developed and applied in print, digital, and social media spaces. Anyone Collective's services will also enable the Authority to measure visitor traffic that funnels to the website via various ads in the marketing plan.

Another piece of the marketing, branding, and advertising strategy will be the retention of existing air services the air carriers are providing to the Airport. In FY 2022, Staff and Anyone Collective will continue to offer a joint advertising program to each of the airlines. Working with the airline, Staff and Anyone Collective will collaborate on advertising and marketing efforts that will incorporate both the airline brand and the Hollywood Burbank Airport brand.

Services and deliverables to be provided are as follows:

- Creative services development
- Administrative services
- Air service retention and development support
- Collaboration on marketing strategies with Staff and air carriers
- Website management – primary and replacement terminal
- New digital content production (e.g. podcast)
- Social media strategies and campaign execution
- Advertising campaigns
- Media buy negotiation and planning
- Presentation development
- Copywriting
- Art direction
- Graphic design

To summarize, the Airport Marketing for FY 2022 is made up of four complementary tasks: i) strategic development employing the analytics from previous years and the results of the research and discovery process, ii) specific marketing and advertising services which include creative art design, content creation, website management, messaging and social media distribution and custom content development, iii) advertising media buys for all applicable venues, and iv) implementation of an airline requested specific joint marketing effort. The chart below breaks down the not-to-exceed limit for each of the proposed activities in FY 2022.

Strategic Development	\$ 50,000
Marketing and Advertising Services	\$ 125,000
Media – Digital	\$ 60,000
Media – Print	\$ 60,000
Media - Social Media	\$ 60,000
Airline Marketing	<u>\$ 20,000</u>
Total	<u>\$ 375,000</u>

A copy of the proposed Agreement and Proposal is attached.

BUDGET IMPACT

Appropriations for the proposed plan are included in the adopted FY 2022 budget.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval of the Commission to award the proposed Agreement to Anyone Collective for the services described above in support of the Authority's FY 2022 Airport Marketing and Advertising program with an amount not to exceed of \$375,000 and that the President be authorized to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 19, 2021**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT
FOR
AIR SERVICE CONSULTING SERVICES**

Presented by Nerissa Sugars
Director, Marketing Communications and Air Service

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 for award of a Professional Services Agreement ("Agreement"), copy attached, to Arthur D. Little, LLC, ("ADL") for air service consulting services. The total proposed expenditure for these services is for an amount not-to-exceed \$70,000.

BACKGROUND

Staff has previously engaged the services of air service consulting firms in connection with the Authority's general air service retention and development efforts including support at industry air service conferences. These firms provide data research and market analysis that airlines review in considering whether current air services to an airport are to be maintained or if other market opportunities to/from an airport exist.

With the onset of the pandemic, the Authority's air service retention and development program was put on hold, along with the services of the air service consulting firm. As the Authority begins the post-pandemic recovery process, Staff is seeking to re-engage those services.

Since 2017, Staff has utilized the expertise of Mr. Richard Sullivan who is now with the firm ADL. Mr. Sullivan has years of experience, knowledge, and contacts in this field of aviation and has assisted Staff with bringing recognition to Hollywood Burbank Airport's location and opportunities for air carriers' consideration. His support has helped to develop new nonstop flight segments prior to the COVID-19 pandemic. As industry moves toward recovery, Staff seeks to re-engage its air service retention and development initiative with Mr. Sullivan, focusing on retention of existing route networks and revitalizing interest from air carriers to include Hollywood Burbank Airport in their future network planning.

Under the proposed Agreement, ADL will provide Staff with on-call support for air service research, communication recommendations with airline network planning and scheduling representatives, marketing data support, background information regarding policy and regulatory matters that may impact the aviation industry. Services also include ADL's participation with Staff at airline meetings and air service conferences.

BUDGET IMPACT

Appropriations for these services in the amount of \$70,000 are included in the adopted FY 2022 budget.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to award ADL the proposed Agreement in an amount not-to-exceed \$70,000 for air service consulting services and that the President be authorized to execute the same.

Hollywood Burbank Airport

REVENUE PASSENGERS	May			January - May		
	2021	2020	% Change	2021	2020	% Change
Signatory Airlines						
Alaska Airlines	27,283	4,353	526.76%	77,733	100,232	-22.45%
American Airlines	30,310	5,173	485.93%	87,524	88,488	-1.09%
Avelo Airlines	25,252	0	N/A	25,927	0	N/A
Delta Airlines	13,221	757	1646.50%	43,100	55,222	-21.95%
JetBlue Airways	0	0	N/A	0	49,557	-100.00%
Southwest Airlines	144,054	26,668	440.18%	439,359	812,261	-45.91%
Spirit Airlines	1,934	0	N/A	9,461	24,618	-61.57%
United Airlines	3,790	2,379	59.31%	13,607	67,123	-79.73%
Total Revenue Passengers	245,844	39,330	525.08%	696,711	1,197,501	-41.82%
Inbound (deplaned)	124,179	20,017	520.37%	351,487	598,383	-41.26%
Outbound (enplaned)	121,665	19,313	529.96%	345,224	599,118	-42.38%

AIRCRAFT OPERATIONS	May			January - May		
	2021	2020	% Change	2021	2020	% Change
Landings & Takeoffs						
Air Carrier	2,704	1,498	80.51%	10,440	18,215	-42.68%
Air Taxi	1,563	813	92.25%	6,772	6,923	-2.18%
General Aviation	2,596	1,826	42.17%	10,661	9,687	10.05%
Military Itinerant	42	35	20.00%	158	209	-24.40%
<i>Subtotal</i>	<i>6,905</i>	<i>4,172</i>	<i>65.51%</i>	<i>28,031</i>	<i>35,034</i>	<i>-19.99%</i>
Pass Through BUR Airspace						
Civil Local	3,377	3,988	-15.32%	15,906	11,361	40.01%
Military Local	0	0	N/A	0	0	N/A
<i>Subtotal</i>	<i>3,377</i>	<i>3,988</i>	<i>-15.32%</i>	<i>15,906</i>	<i>11,361</i>	<i>40.01%</i>
Total Aircraft Operations	10,282	8,160	26.00%	43,937	46,395	-5.30%

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.

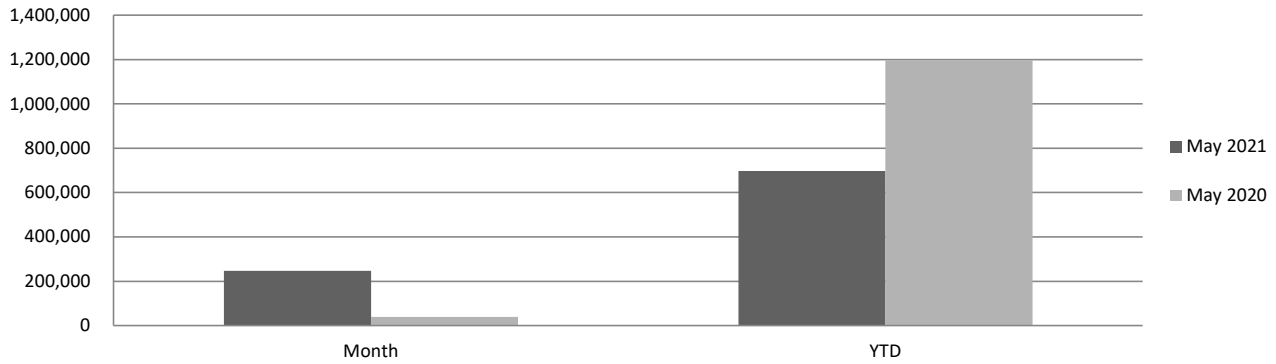
Military Local: Military aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR

Hollywood Burbank Airport

AIR CARGO (lbs.)	May			January - May		
	2021	2020	% Change	2021	2020	% Change
Signatory Airlines						
Alaska Airlines	209	468	-55.34%	2,462	1,719	43.22%
American Airlines	0	0	N/A	0	345	-100.00%
Avelo Airlines						
Delta Airlines	0	0	N/A	0	8	-100.00%
JetBlue Airways						
Southwest Airlines	132,876	155,226	-14.40%	616,888	746,843	-17.40%
Spirit Airlines						
United Airlines	0	0	N/A	0	1,106	-100.00%
Other Scheduled Carriers						
Federal Express	4,146,960	4,241,870	-2.24%	22,378,656	18,976,403	17.93%
United Parcel Service	4,098,793	4,721,056	-13.18%	20,375,659	21,970,749	-7.26%
Charter/Contract Carriers						
Ameriflight	205,729	308,682	-33.35%	1,008,390	1,345,069	-25.03%
Total Air Cargo	8,584,567	9,427,302	-8.94%	44,382,055	43,042,242	3.11%
Inbound (deplaned)	4,242,182	4,921,077	-13.80%	22,065,417	22,951,764	-3.86%
Outbound (enplaned)	4,342,385	4,506,225	-3.64%	22,316,638	20,090,478	11.08%

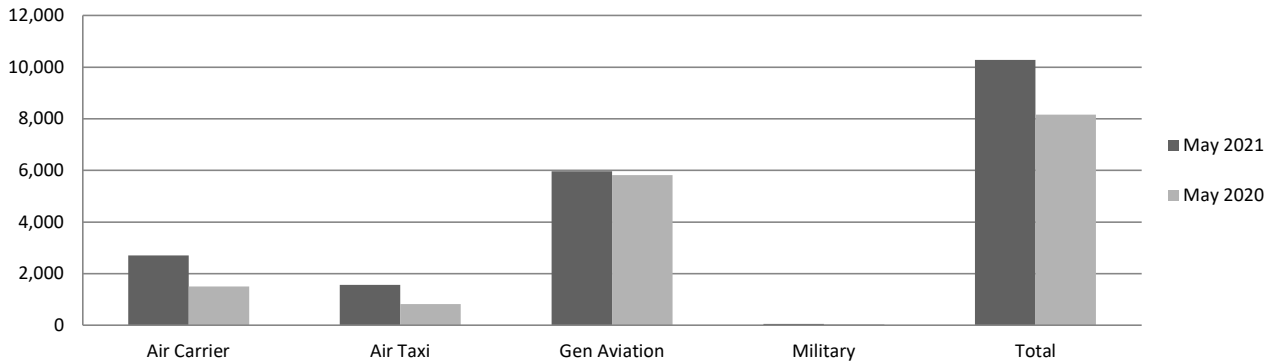
MAIL (lbs.)	May			January - May		
	2021	2020	% Change	2021	2020	% Change
American Airlines	0	0	N/A	0	6,032	-100.00%
Total Mail	0	0	N/A	0	6,032	-100.00%
Inbound (deplaned)	0	0	N/A	0	3,016	-100.00%
Outbound (enplaned)	0	0	N/A	0	3,016	-100.00%

Revenue Passengers



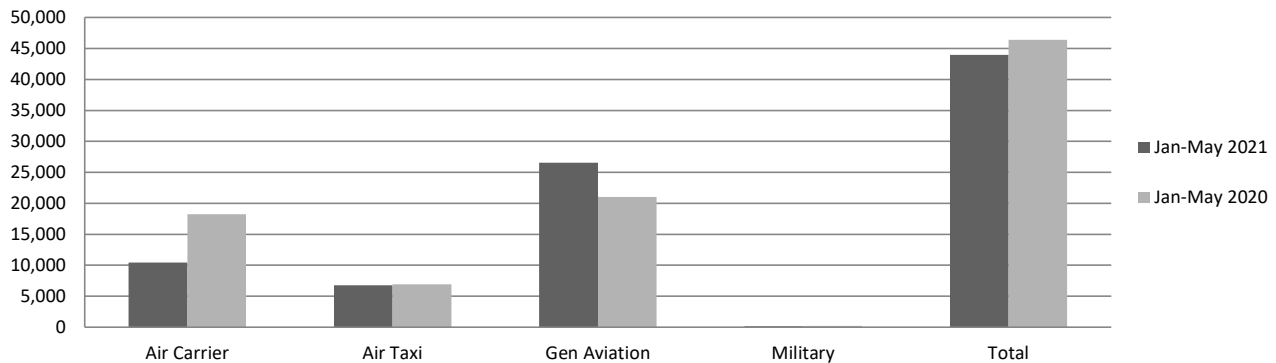
Revenue Passengers	Month	YTD
May 2021	245,844	696,711
May 2020	39,330	1,197,501
% Change	525.08%	-41.82%

Aircraft Operations - Month



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
May 2021	2,704	1,563	5,973	42	10,282
May 2020	1,498	813	5,814	35	8,160
% Change	80.51%	92.25%	2.73%	20.00%	26.00%

Aircraft Operations - Year-to-Date



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-May 2021	10,440	6,772	26,567	158	43,937
Jan-May 2020	18,215	6,923	21,048	209	46,395
% Change	-42.68%	-2.18%	26.22%	-24.40%	-5.30%



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

June 1, 2021

Jim Adair
Director of Product Management – Schwarze Industries
Tracy Day
Engineering Manager – NiteHawk Sweepers
Alamo Group Inc. Companies
19713 58th Pl S
Kent, WA 98032

Subject: South Coast AQMD Rule 1186 Equivalency Determination

Dear Jim Adair / Tracy Day:

The South Coast Air Quality Management District (South Coast AQMD) has received the correspondence dated May 18, 2021 requesting Rule 1186 certification of the NiteHawk Raptor II Regenerative Air Sweeper based on the previous Schwarze SuperVac Vortex street sweeper certification.

South Coast AQMD staff has reviewed the request and, based on the information provided, concurs that when outfitted with the “PM10 Option Package” the equipment includes substantially similar material collection and dust suppression systems as a previously certified street sweeper.

Accordingly, the South Coast AQMD is hereby informing you that the NiteHawk Raptor II Regenerative Air Sweeper, outfitted with the “PM10 Option Package” indicated in the attached equipment description, is considered certified under the provisions of Rule 1186, subdivision (e).

Congratulations and our sincere thanks for your help in cleaning up the air! If you have any questions regarding this information, please contact me directly at any time.

Sincerely,

David De Boer

David De Boer
Manager, Planning & Rules
Planning, Rule Development & Area Sources
Phone: (909) 396-2329



South Coast Air Quality Management District

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NiteHawk Raptor II Regenerative Air Sweeper equipment description

MAKE	MODEL	DUST CONTROL SYSTEM
NiteHawk	Raptor II Regenerative Air Sweeper ** ** Equipped with PM-10 Option Package	<ul style="list-style-type: none">• Four (4) .036 Inch Diameter Orifice Nozzles on Spray Bar• Two (2) .036 Inch Diameter Orifice Nozzles in Hopper• Two (2) .036 Inch Diameter Orifice Nozzles on Gutter Brooms• Water Pump to Provide 70 PSI Water Pressure <p><i>PLEASE NOTE THAT THE PM-10 OPTION PACKAGE DUST CONTROL SYSTEM IS DIFFERENT THAN THE STANDARD MODEL</i></p>

** For any entity wishing to operate a NiteHawk Raptor II compliant with Rule 1186, the sweeper must be ordered with PM-10 Option Package, which includes the following:

- Front Spray bar configured with **Four (4)** 0.036-inch Orifice Spray Nozzles
- **Two (2)** Sweeper Head Spray Nozzles **Removed** from the Dust Suppression System
- 24" Whisper Wheel Fan Turbine Installed in place of Standard Hi Flow Fan Turbine
- Low Profile Brooms installed (applicable to driver side and passenger side brooms)
 - o 60 holes, 17 bristles. Bristle Dimension: 20" Length, 0.034" Thick, 0.011" Width
- Blower Vacuum System
 - o System will be tuned to an airflow rating of 6,178 CFM
 - o System will be tuned to deliver 27 HP at fan

In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that all the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to comply. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

AIRPORT SWEEPER PURCHASE CONTRACT

THIS AIRPORT SWEEPER PURCHASE CONTRACT ("Contract") is dated July 19, 2021 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Haaker Equipment Company ("Authorized Dealer"), a California Corporation.

RECITALS

A. The Authority owns and operates the Hollywood Burbank Airport ("Airport") and desires to purchase an Airport Sweeper from Authorized Dealer.

B. Authorized Dealer is engaged in the business of designing, fabricating, and delivering Airport Sweepers and/or similar, ancillary equipment and represents that it is fully qualified to perform this Contract.

NOW, THEREFORE, the parties agree as follows:

1. Authorized Dealer Obligations.

Authorized Dealer shall furnish and deliver the Airport Sweeper to the Airport in accordance with the General Conditions, Instructions to Bidders, Quote, the Specifications and the Equivalency Determination ("Contract Documents"), each of which are incorporated as an exhibit to this Contract.

2. Payment.

A. In consideration of Authorized Dealer's performance of the obligations set forth in the Contract Documents, including delivery of the Airport Sweeper to the Airport within 120 days of receipt of the Notice to Proceed, the Authority shall pay Authorized Dealer **\$148,623.15 (One Hundred Forty Eight Thousand, Six Hundred Twenty Three and 15/100 Dollars)** ("Contract Price") in accordance with Section 2 of the General Conditions and subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

B. Authorized Dealer shall invoice the Authority upon delivery of the Airport Sweeper to the Airport and satisfactory completion of on-Airport operator crew training. The Authority shall remit the Contract Price to Authorized Dealer in a single lump-sum payment within 30 days of invoice receipt unless the Airport Sweeper is noncompliant with any of the specifications. Authorized Dealer shall re-invoice the Authority after satisfactorily correcting the noncompliant items, and the Authority shall remit the Contract Price to Authorized Dealer in a single lump-sum payment within 30 days of receipt of the new invoice.

3. Release of Claims.

The acceptance of payment for work performed hereunder by Authorized Dealer shall be considered as a release in full of all claims against the Authority and its members, officers, agents and employees arising out of, or by reason of, this Contract.

4. Authority Remedies.

A. If Authorized Dealer shall fail to comply with any of the terms, conditions, provisions, or stipulations of the Contract Documents, then the Authority may avail itself of any or all remedies

provided in the Contract Documents, or which are otherwise available by applicable law or in equity and shall have the right and power to proceed in accordance with the provisions thereof.

B. An extension of time for performance shall be Authorized Dealer's sole and exclusive remedy for any delay of any kind or nature caused by the Authority. In no event shall Authorized Dealer be entitled to recover from the Authority any indirect, incidental, special or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof.

5. Notices.

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

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

Authorized Dealer
Haaker Equipment Company
dba Total Clean Equipment
2070 N. White Avenue
La Verne, CA 91750
Attn: Ruben Ortiz
E-mail: RubenOrtiz@haaker.com

6. Incorporation of Mandatory Language.

Each and every provision required by law to be inserted in this Contract shall be deemed to be inserted and this Contract 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 Contract shall promptly be amended to make such insertion or correction.

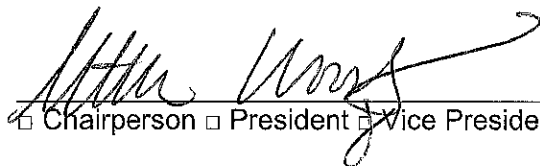
7. Entire Agreement.

This Contract (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the acquisition of an Airport Sweeper. This Contract supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Contract 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 Contract.

[SIGNATURES ON FOLLOWING PAGE]

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

Haaker Equipment Company dba Total Clean


☐ 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
GENERAL CONDITIONS
(ATTACHED)

GENERAL CONDITIONS

1. SCOPE OF WORK:

This Contract is for the provision and delivery of an Airport Sweeper and all other items necessary or proper for, or incidental to, the specified equipment in accordance with the Contract Documents. All work shall be performed in accordance with the Specifications attached hereto. The Airport Sweeper shall be delivered to the Airport.

2. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES:

2.1 Authorized Dealer shall invoice the Authority, and the Authority shall pay Authorized Dealer, as stated in Section 2 of the Agreement.

2.2 Authorized Dealer shall be obligated to pay promptly all proper charges and costs incurred by Authorized Dealer for labor and materials used for the work performed hereunder. The Authority shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by Authorized Dealer to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Authority shall be applied toward, and shall reduce, amounts owed to Authorized Dealer hereunder.

2.3 The Airport Sweeper shall be delivered "Free on Board (F.O.B.) Destination to Hollywood Burbank Airport, Attn: Maintenance Dept., 7901 San Fernando Road, Sun Valley, CA 91352; Freight Prepaid."

2.4 Authorized Dealer shall submit invoice(s) to: Burbank-Glendale-Pasadena Airport Authority, Attn: Vince Hollands, 7901 San Fernando Road, Sun Valley, CA 91352 or via email to VHOLLANDS@bur.org.

3. COMPLIANCE WITH LAWS AND REGULATIONS:

3.1 Authorized Dealer shall perform its obligations in compliance with applicable laws. OSHA rules and regulations shall be followed at all times. The Authority shall have the right (but not the obligation) to challenge any law which in any way affects or otherwise impacts upon Authorized Dealer's performance of its obligations, and Authorized Dealer shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the Authority should reasonably request in connection with any such challenge.

3.2 Authorized Dealer shall obtain and keep current all licenses, permits and authorizations, required for the performance of its obligations and shall pay promptly when due all fees therefor.

4. AUTHORIZED DEALER'S LIABILITY:

Authorized Dealer shall be responsible for the prompt payment of any fines imposed on the Authority or Authorized Dealer by the Transportation Security Administration ("TSA") or any other federal, state or local governmental agency as a result of Authorized Dealer's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of Authorized Dealer under this Section is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions below, and such liability shall survive the expiration or earlier termination of this Contract.

5. VEHICLE AND EQUIPMENT WARRANTY:

At no additional cost to the Authority, Authorized Dealer shall provide the minimum required warranties set forth below. The warranty shall cover all parts, labor, and shipping costs for the repair and replacement of any defective component(s) of the Airport Sweeper.

Authorized Dealer shall guarantee that for any defective component discovered within the warranty period, upon receiving written notice from the Authority, Authorized Dealer shall promptly repair such defect to the Authority's satisfaction, at a date agreed to by the Authority. If Authorized Dealer does not complete or fails to perform repairs to the Authority's satisfaction by the deadline, the Authority will perform the repairs and Authorized Dealer shall be liable for all costs associated with such repair.

The warranty shall cover all parts, labor, and shipping costs for the repair and replacement of any defective component.

The warranty shall go into effect on the date the Airport Sweeper is accepted by the Authority. All work on the Airport Sweeper shall be guaranteed by Authorized Dealer against defective workmanship and materials for a minimum of two (2) years.

6. INDEMNIFICATION AND INSURANCE:

6.1 To the maximum extent permitted by law, Authorized Dealer hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the Authority, protect, indemnify, and hold harmless the Authority and its officials, officers, employees, volunteers, attorneys, agents (including those Authority agents serving as independent contractors in the role of Authority representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of Authorized Dealer or any of its officers, agents, attorneys, servants, employees, subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Authorized Dealer shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. Authorized Dealer shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Authorized Dealer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Authorized Dealer or the Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

6.2 Indemnitees do not and shall not waive any rights that they may possess against Authorized Dealer because the acceptance by the Authority, or the deposit with the Authority, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

6.3 Authorized Dealer, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations

performed by or on behalf of Authorized Dealer regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

6.4 The provisions of this Section shall survive the expiration or termination of this Contract, are intended to be as broad and inclusive as is permitted by state law, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against Authorized Dealer shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

6.5 General Liability and Automobile Liability. Authorized Dealer shall purchase and maintain in force, at its own cost and expense, to protect Authorized Dealer and the Indemnitees from and against any and all liabilities arising out of or in connection with Authorized Dealer's performance of this Contract:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Authorized Dealer's covenants to and indemnification of the Indemnitees, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on Authority property. Authorized Dealer acknowledges and agrees that, if Authorized Dealer's employee operates a vehicle in the Authority's Aircraft Operations Area (AOA), then all such operations are within its employee's scope of employment regardless of who owns the vehicle.

6.5.1 Self-Insured Retention and Deductibles. Authorized Dealer's commercial general liability insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, unless approved by the Authority's Executive Director. Authorized Dealer's automobile liability insurance policies shall not be subject to a self-insured retention or deductible exceeding \$100,000, unless approved by the Authority's Executive Director. The above deductible limits may be exceeded if Authorized Dealer's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Authorized Dealer pay the deductible prior to its insurer's payment of the claim.

6.5.2 Additional Insured Endorsement. Authorized Dealer agrees and shall cause the Indemnitees to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance.

6.5.3 Workers' Compensation and Employer's Liability. If Authorized Dealer has any employee working on Authority property, Authorized Dealer shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of Authorized Dealer's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If Authorized Dealer is self insured, Authorized Dealer shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

6.5.4 Other Insurance Requirements. All insurance policies required by this Section shall provide that they are primary insurance as respects any other valid insurance the Indemnitees may possess, and that any other insurance the Indemnitees possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of this Section, and such policies shall be in a form satisfactory to the Authority. A properly completed and executed Certificate of Insurance on a form provided or approved by the Authority (such as a current ACORD certificate of insurance) evidencing the insurance coverages required by this Section shall be furnished to the Authority upon Authorized Dealer's execution of this Contract. Authorized Dealer shall provide the Authority with at least 30 days' prior written notice

of any adverse material change in Authorized Dealer's required insurance coverage. For purposes of this Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in Authorized Dealer's self-insured retention. Prior to the expiration of any such policy, Authorized Dealer shall file with the Authority a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, Authorized Dealer shall, within five days after such cancellation or reduction in coverage, file with the Authority a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the Authority. If Authorized Dealer fails to obtain or have such insurance reinstated, the Authority may, if it so elects, and without waiving any other remedy it may have against Authorized Dealer, immediately terminate this Contract upon written notice to Authorized Dealer. The Authority's Executive Director shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Authorized Dealer shall comply with all reasonable requests of the Executive Director with respect thereto.

7. CONTRACT ADJUSTMENTS:

7.1 Notwithstanding any provision herein to the contrary, the Authority reserves the right to modify at any time the nature, method, scope, frequency, or timing of Authorized Dealer's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of Authorized Dealer's work hereunder. Both parties agree that, should any Contract Adjustments be made, Authorized Dealer's compensation and the amount of the Performance Bond or Letter of Credit (if required), will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the Authority and Authorized Dealer and, to the extent possible, by reference to any unit costs already established in the Bid. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.

7.2 Notwithstanding the foregoing, the Authority shall have the right to terminate this Contract pursuant to the provisions of Section 10.2 herein should Authorized Dealer and the Authority fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit (as required), within 30 days after the date of the Contract Adjustment.

7.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Authorized Dealer, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

8. SUBCONTRACTORS:

8.1 Authorized Dealer shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the Authority. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, close kin, management, or employees common to Authorized Dealer; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the Executive Director. Goods and services provided by subcontractors which are reimbursed by the Authority must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, Authorized Dealer shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a Authorized Dealer from using the services of a common carrier for delivering goods to the Authority.

8.2 This Contract shall be referred to and incorporated within any contractual arrangement between Authorized Dealer and a subcontractor and, in such contractual arrangement, the subcontractor shall give its express written consent to the provisions of this Section. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to Authorized Dealer. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.

8.3 In the event that Authorized Dealer employs a subcontractor, then the Authority may require that copies of invoices for all work (including invoices submitted to Authorized Dealer for work performed by a subcontractor) shall be submitted to the Authority by Authorized Dealer and the Authority shall pay all compensation to Authorized Dealer. It shall be the sole responsibility of Authorized Dealer to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Authority have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

8.4 If Authorized Dealer has qualified as an MWBE or LDB program participant with respect to this Contract, Authorized Dealer may not subcontract the performance of services hereunder to an entity that has not received MWBE or LDB certification, unless the MWBE and LDB Participation Goals are separately met by a qualified portion of the Contract being performed by Authorized Dealer or by one or more other subcontractors that are MWBE and/or LDB certified.

9. DEFAULT AND TERMINATION:

9.1 In the event that:

9.1.1 Authorized Dealer shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to Authorized Dealer, but whether or not Authorized Dealer shall have remedied any such failure); or

9.1.2 Authorized Dealer shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to Authorized Dealer of a written notice of such breach or default; or

9.1.3 Authorized Dealer's occupational or business license shall terminate or Authorized Dealer shall fail to provide the Authority with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or

9.1.4 Authorized Dealer fails for any reason to provide the Authority with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or

9.1.5 Authorized Dealer shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

9.1.6 Authorized Dealer shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or

9.1.7 There is any assignment by Authorized Dealer of this Contract or any of Authorized Dealer's rights and obligations hereunder for which the Authority has not consented in writing; or

9.1.8 Authorized Dealer shall default on any other agreement entered into by and between Authorized Dealer and the Authority,

then, in its discretion, the Authority shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to Authorized Dealer. In the event that the Authority terminates this Contract for default, or Authorized Dealer abandons or wrongfully terminates the Contract, Authorized Dealer shall be paid for compensation earned to the date of termination or abandonment (but the Authority shall have the right to reduce by off-set any amounts owed to Authorized Dealer hereunder or under any other Contract or obligation by the amount of the Authority's damages and any amounts owed by Authorized Dealer to the Authority), but Authorized Dealer shall not be compensated for any profits earned or claimed after the receipt of the Authority's notice of termination by default or after abandonment or wrongful termination. The Authority's election to terminate or not to terminate this Contract in part or whole for Authorized Dealer's default shall in no way be construed to limit the Authority's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

9.2 Notwithstanding anything else herein contained, the Authority may terminate this Contract in whole or in part at any time for its convenience by giving Authorized Dealer thirty (30) days written notice. In that event, Authorized Dealer shall proceed to complete any part of the work, as directed by the Authority, and shall settle all its claims and obligations under the Contract, as directed by the Authority. Authorized Dealer shall be compensated by the Authority in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Authorized Dealer be entitled to compensation for work not performed or for anticipatory profits. Authorized Dealer shall justify its claims, as requested by the Authority, with accurate records and data.

10. AUTHORITY'S AUTHORIZED REPRESENTATIVE:

During the term of this Contract, the Authority's Executive Director or designee may from time to time designate an individual to serve as the Authority's Authorized Representative ("AAR") (and an Assistant AAR designated to serve in that capacity in the absence of the AAR) who shall have such authority to act on the Authority's behalf as the Authority's Executive Director may from time to time actually delegate to such person, but in no event shall the AAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

11. ASSIGNMENT:

Neither this Contract nor any of Authorized Dealer's rights or obligations hereunder may be assigned by Authorized Dealer without the Authority's prior written consent, which consent may be granted or withheld in the Authority's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation, or (unless the stock of Authorized Dealer is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of Authorized Dealer shall constitute an assignment of this Contract for purposes of this Section. In the event Authorized Dealer assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the Authority's prior written consent, the Authority shall be entitled to terminate this Contract pursuant to the provisions of Section 9 hereof.

12. NONDISCRIMINATION:

12.1 During the performance of this Contract, Authorized Dealer, for itself, its assignees and successors in interest agrees as follows:

12.1.1 Compliance with Regulations. Authorized Dealer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (herein after referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

12.1.2 Nondiscrimination. Authorized Dealer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. Authorized Dealer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

12.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by Authorized Dealer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Authorized Dealer of Authorized Dealer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

12.1.4 Information and Reports. Authorized Dealer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the Authority or the Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Authorized Dealer is in the exclusive possession of another who fails or refuses to furnish this information, Authorized Dealer shall so certify to the Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

12.1.5 Sanctions for Noncompliance. In the event of Authorized Dealer's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such Contract Sanctions as it or the FAA may determine to be appropriate, including but not limited to:

12.1.5.1 Withholding of payments to Authorized Dealer under the Contract until Authorized Dealer complies, and/or

12.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

12.1.6 Incorporation of Provisions. Authorized Dealer shall include the provisions of subsections 12.1.1 through 12.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Authorized Dealer shall take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Authorized Dealer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Authorized Dealer may request the Authority to enter into such litigation to protect the interest of the Authority and, in addition, Authorized Dealer may request the United States to enter into such litigation to protect the interests of the United States.

12.2 Authorized Dealer assures the Authority that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from

participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind Authorized Dealer from the period beginning with the initial solicitation through the completion of the Contract.

13. COPYING DOCUMENTS:

Authorized Dealer hereby grants the Authority and its agents permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the Authority with or in connection with Authorized Dealer's Bid or which are contained in the Contract Documents (the "Submittals"). The permission granted by Authorized Dealer shall be on behalf of Authorized Dealer and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. This provision shall survive the expiration or termination of the Contract.

14. GENERAL PROVISIONS:

14.1 The Contract Documents consist of the Contract, the Specifications and Bid Form, the Instructions to Bidders, the Request for Bids, all Addenda issued prior to execution of this Contract, and these General Conditions. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addenda to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Bid Forms, (v) the Instructions to Bidders, (vi) the Specifications, and (vii) the RFB.

14.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

14.3 Authorized Dealer shall, during the term of this Contract, repair any damage caused to real or personal property of the Authority and/or its tenants, wherever situated on the Airport, caused by the intentional, reckless, or negligent acts or omissions of Authorized Dealer's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the Authority, Authorized Dealer shall reimburse the Authority for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the Authority.

14.4 Authorized Dealer warrants to the Authority that no work performed or materials purchased pursuant to the Contract, whether by, from, or through Authorized Dealer or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the Authority, and Authorized Dealer shall indemnify and save the Authority harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, Authorized Dealer shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

14.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the Authority or Authorized Dealer. This Contract shall be deemed to be made, construed and performed according to the laws of the State of California. Any suit or

proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Los Angeles County, California, and Authorized Dealer waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Authorized Dealer agrees to submit to the jurisdiction of the California courts and irrevocably agrees to accept service of process by U.S. mail.

14.6 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

14.7 The delay or failure of the Authority at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. Authorized Dealer shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.

14.8 If the Authority shall, without any fault, be made a party to any litigation commenced between Authorized Dealer and a third party arising out of Authorized Dealer's operations and activities at the premises, then Authorized Dealer shall pay all costs and reasonable attorney's fees incurred by or imposed upon the Authority in connection with such litigation for all trial and appellate proceedings. The Authority shall give prompt notice to Authorized Dealer of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 6 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefor, and the expiration or earlier termination of this Contract.

14.9 The Authority shall have the right to recover from Authorized Dealer all of the Authority's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.

14.10 Authorized Dealer shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the Authority. Authorized Dealer's and subcontractor's employees while in uniform shall not loiter in the public areas of the Airport.

14.11 Authorized Dealer shall be required, during the term of the Contract, at no additional cost to the Authority, to take such reasonable security precautions with respect to its operations at the Airport as the Authority in its discretion may from time to time prescribe. Authorized Dealer shall comply with all regulations, rules and policies of any governmental authority, including the Authority, relating to security issues.

14.12 The Authority may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to Authorized Dealer (provided, however, that in any emergency situation the Authority shall be required to give only such notice as is reasonable in light of all the circumstances), any default by Authorized Dealer under this Contract; whenever the Authority so cures a default by Authorized Dealer, all costs and expenses incurred by the Authority in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by Authorized Dealer to the Authority on demand.

14.13 The Authority shall, in its discretion, be entitled to deduct from the compensation to which Authorized Dealer is otherwise entitled hereunder, an amount equal to any liabilities of Authorized Dealer to the Authority which are then outstanding. In the event that additional work beyond the

scope of this Contract is requested by the Executive Director and it results in any extra charges to the Authority, Authorized Dealer shall so advise the Authority in writing of the amount of the extra charges. The Authority is not required to pay any extra charges for additional work unless such work and the charges therefor have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the Executive Director, in his or her exclusive discretion.

14.14 Authorized Dealer is an independent contractor and nothing contained herein shall be construed as making Authorized Dealer an employee, agent, partner or legal representative of the Authority for any purpose whatsoever. Authorized Dealer acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the Authority and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the Authority and Authorized Dealer with respect to any employee of Authorized Dealer or of its subcontractors.

14.15 Authorized Dealer and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the Authority's Executive Director or designee. Authorized Dealer and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of Authorized Dealer and subcontractors and which support the amounts reported and/or invoiced to the Authority. At a minimum, Authorized Dealer's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the Authority at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from the Authority be made available in Los Angeles County, California, for inspection, examination, audit and copying by the Authority through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. Authorized Dealer and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records. The Executive Director may require Authorized Dealer and subcontractors to provide other records the Executive Director, in his or her sole discretion, deems necessary to enable the Authority to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, Authorized Dealer and its subcontractors agree that such amounts shall be payable to the Authority. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the Authority, or any claim is made or litigation commenced relating to this Contract by the Authority, Authorized Dealer, or a third party, Authorized Dealer shall continue to maintain all such records, and the Authority shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, Authorized Dealer and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from

Authorized Dealer to the Authority, Authorized Dealer shall forthwith, upon written demand from the Authority, pay the Authority such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the Authority. Further if such inspection, examination or audit establishes that Authorized Dealer has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by Authorized Dealer.

14.16 Authorized Dealer and subcontractors shall prepare and provide the Authority with all detailed reports as required under the Contract on a timely basis. The Authority reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.

14.17 There are no third-party beneficiaries to this Contract and nothing contained herein shall be construed to create such.

14.18 Time is of the essence for the performance of each of Authorized Dealer's obligations under this Contract.

14.19 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of California or Authority holidays.

14.20 Authorized Dealer agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

14.21 The Authority reserves the right to further develop, improve, repair and alter the airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Authorized Dealer for loss of business or damages of any nature whatsoever to Authorized Dealer occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the Authority or its employees, agents or contractors.

14.22 Authorized Dealer and the Authority hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

14.23 At the option of Authorized Dealer, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of California, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by Authorized Dealer to purchase products and/or services in connection with this Contract shall do so independent of the Authority or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The Authority shall have no liability to Authorized Dealer or any governmental agency resulting from the purchase by that agency of products and/or services from Authorized Dealer in connection with this Contract.

* * * * * END OF GENERAL CONDITIONS * * * * *

EXHIBIT B
INSTRUCTIONS TO BIDDERS
(ATTACHED)

INSTRUCTIONS TO BIDDERS

1. INTENT:

These Instructions to Bidders provide guidance for completion of the Bid Forms and explanation of the Contract Documents. Please read all instructions carefully.

2. GENERAL:

2.1 The Airport Sweeper Purchase Contract ("Contract"), if awarded, shall not be construed to create unto the selected Bidder ("Manufacturer") any exclusive rights with respect to any of the Authority's equipment requirements. The Authority may in its sole discretion award any additional or similar Contract to any third party.

2.2 A Bidder's bid prices shall remain firm for the duration of the term of the Contract. Any anticipated increases in Bidder's costs during the term of the Contract must be reflected in its prices set forth in its bid. The Authority shall not be obligated to renegotiate or increase any price for any work during the term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All the Bidder's overhead costs, including costs of insurance coverages, shall be included in such Bidder's prices listed in its bid.

2.3 Each Bidder shall provide pricing by completing and returning Attachment B. All questions and fields must be completed or bid may be deemed non-responsive.

Note: The Airport Sweeper must be delivered to the Authority within 120 days from issuance of the Notice to Proceed.

2.4 Any bid which fails to include the price as requested in Attachment B may be deemed non-responsive.

3. RECEIPT AND OPENING OF BIDS:

Bids will be received via PlanetBids as outlined in the RFB. Prices will be made available through PlanetBids. Bids received in any other manner shall be deemed non-responsive.

4. EXAMINATION OF BID/CONTRACT DOCUMENTS:

All prospective Bidders shall thoroughly examine and become familiar with the RFB and carefully note the items which must be submitted with the bid.

These Instructions to Bidders, the RFB, the Airport Sweeper Specifications and Bid Form, the Contract, and the General Conditions are referred to herein as the "Contract Documents." Submission of a bid shall constitute an acknowledgment that the Bidder has read and understands the Contract Documents. The failure or neglect of a Bidder to receive or examine any Contract Document shall in no way relieve it from any obligations under its bid or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

5. PREPARATION OF BIDS:

5.1 Bids shall be submitted on reproduced copies of the attached Bid Form including any revised or additional Bid Form supplied by addenda. If an award is made, the completed Bid Form shall constitute a part of the Contract Documents and will be incorporated in the Contract. All blank spaces in the Bid Form shall be filled in legibly and correctly in ink or typewritten.

5.2 All bids shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the bid and shall be signed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a corporation or business entity, and shall be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Bidder, the Authority shall be furnished with satisfactory evidence of such officer's or agent's authority to bind the Bidder with respect to the contents of the subject bid. If the Bidder is an LLC, the Bidder shall submit with its bid its Articles of Organization or other evidence satisfactory to Authority, indicating whether the LLC is member-managed or manager-managed, and indicating that the person signing the bid is authorized to bind the LLC.

5.3 If the Bidder is a partnership or sole proprietorship, the Authority, reserves the right to require the Bidder to submit the name and business address of each owner, principal, partner, or member of the Bidder having an ownership or management position with the Bidder.

5.4 If the Bidder is a corporation or other state-chartered business entity, the Authority reserves the right to require the Bidder to submit the name and business address of each officer, director and holder of 10% or more of the stock or other ownership interests of such corporation. If the Bidder is a corporation, the bid shall have the corporate seal affixed and include the name of the state in which it was incorporated. If the Bidder is a foreign corporation or other state-chartered business entity, the Bidder will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in California. If the Bidder uses a fictitious name in its bid, a copy of the Bidder's fictitious name registration shall be provided to the Authority.

6. DELIVERY OF BIDS:

6.1 All bids shall be submitted pursuant to the terms specified in this RFB. Any bids received after the specified deadline, or in manner other than via PlanetBids, will not be considered.

6.2 Submission of a bid shall constitute authorization for the Authority and its representatives and agents to make copies of the bid or portions thereof and to distribute such copies as may be necessary or desirable to carry out the Authority's objectives or requirements.

7. COMMUNICATIONS DURING BID PROCESS:

Any communication directly or indirectly to encourage any specific result in connection with the Authority's selection process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Bidder or through a lobbyist, agent or third person, to any Authority Commissioner or Authority staff is strictly prohibited from the time that this RFB is released to the time that the award is made.

8. WITHDRAWAL OF BIDS:

A bid may be withdrawn without prejudice upon written request by the bidder filed with Alisa DeHoyos, Sr. Manager, Procurement at adehoyos@bur.org before the bid submission deadline. Bids must remain valid and shall not be subject to withdrawal for 120 days after the bid opening date.

9. DISQUALIFICATION OF BIDDERS:

9.1 Any of the following causes may be considered as sufficient for the Authority's disqualification of a Bidder and the rejection of its bid:

9.1.1 Submission of more than one bid for the same work, or participation in more than one bid for the same work as a partner or principal of the Bidder, by an individual, firm, partnership or corporation, under the same or different names, or by Bidders which are affiliates, either at the time of submittal, or at the time of award. For purposes of this Section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;

9.1.2 Evidence of collusion between or among Bidders;

9.1.3 Evidence, in the opinion of the Authority, of Bidder(s) attempting to manipulate the bid pricing for its own benefit (e.g. pricing resulting in a failure of the Authority's ability to enforce the Contract or impose the remedies intended following a breach);

9.1.4 Being in arrears on any of its existing contracts with the Authority or in litigation with the Authority;

9.1.5 Having defaulted on, or having previously been in litigation with the Authority, with respect to, a previous contract with the Authority within the prior three years;

9.1.6 Poor, defective or otherwise unsatisfactory performance of work for the Authority or any other party on prior projects within the past three years which, in the Authority's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or

9.1.7 Any other cause which, in the Authority's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Bid.

10. REJECTION OF IRREGULAR BIDS:

A bid will be considered irregular and may be rejected by the Authority if it (i) is improperly executed, (ii) shows omissions, alterations of form, additions not called for, unauthorized conditions or limitations, or unauthorized alternate bids, (iii) fails to include the proper bid security (if required), contract references, other certificates, affidavits, statements, or any other information required to be included with bids, including, but not limited to, the Bidder's prices, or (iv) contains other irregularities of any kind.

11. NOTICE OF INTENT TO AWARD CONTRACT:

Unless all bids are rejected by the Authority, a Notice of Intent to Award is anticipated to be provided within one hundred and twenty (120) days from the opening of bids to the responsive and responsible Bidder submitting the lowest bid. In the event of tie bids, the Authority may accept the one it chooses. The Authority reserves the right to cancel the opportunity, or to reject any and all submissions, for any reason at its sole discretion, at any time prior to contract award.

12. RESPONSIBILITY OF BIDDERS:

12.1 To aid it in determining a Bidder's responsibility, the Authority reserves the right (a) to request, at the Authority's exclusive discretion and at any time, that the Bidder submit such evidence, including additional references, of the Bidder's qualifications as the Authority may deem necessary, and (b) to consider any evidence available to the Authority of the financial, technical, and other qualifications and abilities of the Bidder, including past performance (experience) with the Authority and others. Satisfaction of the minimum responsibility criteria below does not mean that the Bidder necessarily will be found by the Authority to be responsible. The Authority shall be the final authority in the determination of a Bidder's responsibility and the award of a Contract to a Bidder.

12.2 All Bidders shall furnish the Authority with the company name, address, contact person, and telephone number and email address of those entities the Bidder is relying on to satisfy the minimum responsibility criteria in Section 13.3 below, and of any other entities that the Bidder believes would be helpful in establishing the Bidder's responsibility. The information shall be submitted through completion and submission of Attachment E – Company Profile and References, with the knowledge that the Authority will use the data for reference purposes.

12.3 For a Bidder to meet the minimum responsibility criteria for this Contract, the Bidder must provide verifiable references for evidence:

12.3.1 that the Bidder is an individual, a firm, a corporation, or other entity that is currently engaged in the business of designing, fabricating, and delivering Airport Sweeper equipment;

12.3.2 that the Bidder, after taking into account the activities of a related predecessor (e.g. by merger or reorganization), affiliate, or principal of Bidder, has been actively engaged in such business for at least the three years immediately preceding the date of Bidder's response to this Request for Bids; and

12.3.3 that the Bidder, after taking into account the activities of a related predecessor (e.g. by merger or reorganization), affiliate, or principal of Bidder, has satisfactorily provided Airport Sweepers of a similar design that is found in these specifications for at least three other U.S. Airports during the prior five year period;

12.4 The Authority may, in certain special circumstances and based on information provided to or learned by the Authority pursuant to Section 12.1 above, determine that a Bidder is responsible despite such Bidder's failure to satisfy all requirements of the minimum responsibility criteria above.

13. POWER OF ATTORNEY AND COUNTERSIGNATURE:

Attorneys-in-fact who sign a bid bond and/or Performance Bond (if required) must file with such bond a certified copy of their Power of Attorney to sign such bond. The bond shall be countersigned by a California licensed agent of the surety, with proof of agency attached.

14. EXECUTION OF CONTRACT:

14.1 The Bidder to whom the Notice of Intent to Award is given shall, within 10 business days after the date of the Notice of Intent to Award, execute and/or deliver the following to the Authority: the Contract, a copy of the Bidder's valid business or occupational license, a copy of Bidder's W-9 Form, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished, and the Contract Documents executed by the Bidder, and delivered to Authority before the Contract will be executed by the Authority.

14.2 A Bidder's failure to timely fulfill its obligations under this Section shall be just cause for the Authority's withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Bidder or all bids may be rejected by the Authority and the Contract re-advertised. In such event, the Authority shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Bidder's failure to fulfill its obligations under this Section. A Bidder's liability for failing to timely fulfill the obligations stated in this Section shall be the same as for withdrawing its Bid (see Section 8 of the Instructions to Bidders).

14.3 The Contract shall not be binding upon the Authority until it has been executed by the Authority and a copy of such fully executed Contract is delivered to the Manufacturer. The Authority reserves the right to cancel the award without liability to any Bidder at any time before the Contract has been fully executed by the Authority and delivered to the Manufacturer. Accordingly, the

Manufacturer is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has received from the Authority a final, fully executed copy of the Contract.

15. CALIFORNIA SALES TAX:

Purchases by Authority under this Contract are subject to California (City of Burbank) sales tax.

16. SUBCONTRACTS:

16.1 The Manufacturer's right to subcontract shall be governed by the provisions of Section 9 of the General Conditions.

16.2 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the Authority.

16.3 The Manufacturer shall be fully responsible to the Authority for the acts and omissions of a subcontractor and of persons employed by such subcontractor to the same extent that the Manufacturer is liable to Authority for acts and omissions of persons directly employed by it.

17. COMPLIANCE WITH LAWS:

The Manufacturer shall comply with applicable laws, including the Authority's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Manufacturer shall in no way relieve the Manufacturer from any such responsibility or liability.

18. AIRPORT SECURITY:

The Manufacturer will be required to comply with all applicable regulations of the Transportation Security Administration ("TSA") and of the Authority relating to Airport security, including those relating to access to the Aircraft Operations Area ("AOA") of the Airport, as such regulations may be in effect or changed from time to time.

19. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION PROGRAM:

An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

20. INSURANCE:

The Bidder to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance such as the form in Attachment C, Page C-4. The Certificate of Insurance shall evidence the insurance coverages required by the Authority pursuant to Section 6 of the General Conditions and shall be filed with Authority within 10 business days of the date of the Notice of Intent to Award. The Manufacturer shall provide the Authority with at least 30 calendar days prior written notice of any cancellation or modification or the limits thereunder decreased in Manufacturer's required insurance coverage.

21. BID ERRORS:

In the case of a Bidder's error in the extension or addition of bid prices, the unit prices will govern. Forms shall contain no erasures, strike outs or corrections and must be accurate to be considered responsive.

22. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT:

The Bidder certifies that all materials, equipment, chemicals, etc. contained in its bid or otherwise to be provided or used by the Bidder in its performance of the Contract work, and including any replacements or substitutions therefore, shall meet all EPA and OSHA requirements.

23. PERFORMANCE STANDARD:

The standards by which the Manufacturer's performance will be evaluated are set forth in the Sample Contract (Attachment C), General Conditions (Attachment D), and Airport Sweeper Specifications (Attachment B). The Manufacturer's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to Authority's other remedies, in the Authority's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of Section 10 of the General Conditions.

24. EVALUATION CRITERIA OF BID:

Award, if made, will be to the responsive and responsible Bidder submitting the low bid.

25. PUBLIC RECORDS/PUBLIC MEETINGS:

Please be aware that all Airport Commission and standing committee meetings are duly noticed public meetings and all documents submitted to the Authority as a part of or in connection with a bid will be subject to disclosure under the California Public Records Act. The provisions of Section 15 of the General Conditions shall apply to all Bidders.

* * * * * END OF INSTRUCTIONS TO BIDDERS * * * * *

EXHIBIT C
SPECIFICATIONS, QUOTE AND EQUIVALENCY DETERMINATION
(ATTACHED)

AIRPORT SWEEPER - REBID
HOLLYWOOD BURBANK AIRPORT
PROJECT NUMBER MA20-02REV
REV1 - ATTACHMENT B
AIRPORT SWEEPER SPECIFICATION AND BID FORM

Item Num	ItemDesc	Unit Of Measure	Quantity	Lump Sum Price
1	2019 or 2020 Street Sweeper	LS	1	\$132,538.00
2	Sales Tax 10.25 %	LS	1	\$ 13,585.15
3	Documentation Fee	LS	1	
4	Tire Fee (If Applicable)	LS	1	\$ 10.50
5	Delivery Charge (If Applicable)	LS	1	\$ 2,500.00
6	Registration / Exempt Lic.	LS	1	\$ 250.00
Total Quoted price - inclusive of all taxes and fees				\$148,623.15



			Description and/or Comments
<u>Vehicle Specifications</u>			
Chassis	Specs	Conventional Chassis or Cabover Chassis are both acceptable.	Isuzu NPR Cabover for safer visibility. Provides a shorter chassis for better maneuverability.
Chassis	Specs	(DRW) Chassis Overall Body Width: 87", maximum	AS SPECIFIED
General	Specs	Must be a South Coast Air Quality Management District Rule 1186 Certified Street Sweeper. Reference document available in link--	NOTE: The 2020 Isuzu NPR Nighthawk Raptor II is on a 12,000 lb chassis which exempt from the rule 1186-PM-10 requirement. However, the Raptor II is 1186/PM10 compliant.
General	Specs	Dual rear wheels configuration.	AS SPECIFIED
General	Specs	White Exterior Color	AS SPECIFIED
General	Specs	Interior, HD Commercial Grade, Vinyl Seats Black or Gray, form fit	AS SPECIFIED
General	Specs	Engine: Sweeper shall be a CNG, propane or electric Alternative-Fuel Sweeper in accordance with the definition in South Coast AQMD rule 1186.1. ALTERNATIVE-FUEL SWEEPER means a sweeper with engine(s) that use compressed or liquefied natural gas, liquefied petroleum gas (propane), methanol, electricity, or fuel cells. Hybrid-electric and dual fuel technologies that use diesel fuel are not considered alternative-fuel technologies for the purposes of this rule.	As Quoted, Isuzu Chassis, GMPT L96 Vorec 6.0L conversion to liquefied petroleum gas (LPG). Powered by a single engine for both chassis and sweeping components in accordance to Rule 1186-1
General	Specs	6 Speed Automatic Transmission with double overdrive	AS SPECIFIED
General	Specs	In Cab, Air Conditioning & Heater	AS SPECIFIED
General	Specs	Multi view, 3 Cameras, one rear, One left side rear of Cab, One Right-side rear of cab. Integrated display on dash within easy view of operator.	AS SPECIFIED
General	Specs	Heavy Duty Safety Bumper - 3/16" High Strength Steel, Padded	AS SPECIFIED
General	Specs	Front Magnet Bar - Front Bumper Mounted, 72"; Chain mounted for easy removal.	AS SPECIFIED
General	Specs	Minimum 109" Wheel Base	AS SPECIFIED 109" wheel base, 219" turning radius.
General	Specs	Power Windows & Power Door Locks	AS SPECIFIED
General	Specs	Audio System AM/FM	AS SPECIFIED
General	Specs	Single Driver-side Steering Wheel Factory Power steering, with fluid cooler.	AS SPECIFIED
General	Specs	Minimum 30 Gas Gallon Equivalent Fuel Tank	30 Gallon Gas tank + 54 gallon LPG tank
General	Specs	Controls - Bright state-of-the art HUD with sealed tactile control pad optimized for ease of use. 360° flexible RAM MOUNT location adjustment allows for custom ergonomics.	AS SPECIFIED - 16x9 Aspect, 5" (127mm) LCD heads up display
General	Specs	GVWR 26,000 lbs MAXIMUM	12,000 GVWR Rule-1186-1 exempt
General	Specs	3 Set of Keys	

Gutter Broom	Specs	Dual Poly Gutter Brooms, Left and right side; operated independently with in-cab controls	AS SPECIFIED - Vertical digger type, in cab controls.
Gutter Broom	Specs	Polymer side Brooms Minimum Diameter 16" Length 13"	AS SPECIFIED
Gutter Broom	Specs	Dual Side Spot Lights on Brooms	AS SPECIFIED
Gutter Broom	Specs	Minimum 104 " Sweeping Path with Dual Side Brooms	AS SPECIFIED
Gutter Broom	Specs	Hour Meter - Sweeper system.	AS SPECIFIED
Water System	Specs	Water dust suppression - Minimum 100 Galls Water Tank, Fill Diameter 8"; Electric, 2.8 GPM pump; Nozzles - 5 Front, 2 Head, 1 Per Curb Broom 1 at hopper entrance; Hollow Cone Mist spray pattern; In-Cab controlled.	AS SPECIFIED
Water System	Specs	Polyethylene Water Tank	AS SPECIFIED
Fan	Specs	Fixed Displacement Gear or PTO driven Blower Wheels / Fans are acceptable. Minimum 8 blade hi flow radial turbine, 24 inch.	Fixed Displacement Gear, 30 gallon reservoir, 6.5 GPM, Single engine hydraulic design delivers the quietest performance of any sweeper. 8 Blade Hi Flow Radial Turbine
Hopper	Specs	Dump Height Minimum 42"; In-cab controls with "hopper-up" warning signal.	AS SPECIFIED DUMPS INTO STANDARD 3 YARD DUMPSTER
Hopper	Specs	Magnet Trays are not required	Dual 16" Magnet Bars INCLUDED - protection from FOD & Flats
Hopper	Specs	Minimum 4 Cubic Yard Hopper Capacity	5.0 Cubic Yard capacity - Stainless steel hopper
Hopper	Specs	Hopper construction to be 12 Gauge, 304 Stainless Steel; Exterior Coating Commercial Grade PowderCoat.	304 Stainless Steel, 12 gauge construction, AS Specified
Hopper	Specs	Inspection Doors on Hopper, left and right, sufficiently sized to inspect inside the hopper with ease.	Dump Door Opening 19"x65" Side Door Opening 15"x29" Rear Toolboxes Dualside Access, Locking, Lighted
Accessories	Specs	Rear or Mid-Ship Toolbox, Locking Door, Lighted	Rear Toolboxes Dualside Access, Locking, Lighted
Accessories	Specs	Back Up Alarm	AS SPECIFIED

Dealership Name and Address: Haaker Equipment Co. (DBA Total Clean Equipment)Quote Submitted
2070 North White Ave. By (Print Name,
La Verne, CA 91750 Sign & Date):

Ruben Ortiz *Ruben Ortiz* 9/1/20

I hereby attest that the price offer submitted above is firm, fixed priced, and inclusive of any and all required taxes, fees, and all other regulatory assessments required by the State of California in order to purchase the vehicle as specified. This price quote is valid until:



Special Order (y/n): yes

Lead time?: 90 days

Registration Address:
Burbank Glendale Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
(Exempt Tags-Government agency)

Delivery Address:
Burbank Glendale Pasadena Airport Authority-Maintenance Dept.
Attn: Marco Rodriguez
7901 San Fernando Road
Sun Valley, CA 91352

Nitehawk Raptor II Gas Single Steering Wheel Quote

		Total Clean Equipment 2070 N White Ave La Verne, CA 91750 Phone: (909) 630-4759 Fax: (909) 598-1427			
Vince Hollands Burbank- Airport Authority 7901 San Fernando RD Sun Valley, CA 91352		(818) 729-2243		Date: 6/7/21	
		Liquid Propane Version		Rep: Ruben Ortiz 323-485-4650	
All items listed are optional					
#	Qty	Item Number	Description	Unit Price	Unit Total
1	1	NHRACTOR II -2020 Isuzu NPR	NITEHAWK RAPTOR II- VFC HYD SYSTEM, 5 CU. YARD STAINLESS STEEL HOPPER AND INSPECTION DOORS, CURB BROOM DRIVER, 17' LED BEACON BAR, LED BUMPER FLASHERS, REAR TOOLBOXES, SPEED CONTROL, DUAL SIDE SPOTS - CHASSIS 2020 CABOVER NPR GAS - GM VORTEC 6.0L V-8, AIR, AUTO, AM/FM CD, SPOT MIRRORS, 12,000 GVWR, POWER DOOR / WINDOWS; Backup Alarm;	\$108,000.00	\$108,000.00
2	1	Alt Fuel - LPG	Liquid Propane Gas Conversion, 60 GGE, Tank, Stand, Covers, Installed on NPR Chassis.	\$11,500.00	\$11,500.00
3	1	Alt Fuel - Chassis Prep	Alt Fuel Prepped Engine and Chassis from Isuzu	\$500.00	\$500.00
4	1	Passenger Broom	Passenger side Curb Broom(Dual Broom)	\$3,999.00	\$3,999.00
5	1	Dust Suppression	Water Dust Suppression System 100 gal	\$1,499.00	\$1,499.00
6	1	HD Seat Covers	Heavy Duty Seat Covers - Commercial Grade Form Fit	\$679.00	\$679.00
7	1	HD Front Bumper	Heavy Duty Safety Bumper - 3/16" High Strength Steel, Padded	\$899.00	\$899.00
8	1	Bumper Strobes	High Visibility Amber LED Flashers - 2 Front, 2 Rear; Standard on Raptor II Specialized		\$0.00
9	0	LED Flasher Bar	High Visibility Amber LED Light Bar, Center Mounted; Standard on Raptor II Specialized		\$0.00
10	1	Magnet - Front	Front Magnet Bar - Front Bumper Mounted, 72"; Chain mounted for easy removal.	\$1,599.00	\$1,599.00
11	1	Multi View Camera	Multi View Camera System - Dashboard Display, 3 Cameras	\$2,599.00	\$2,599.00
12	1	Magnets - Rear	DUAL 16" Magnet Trays, Mounted to Rear of Sweeping Head	\$939.00	\$939.00
13	1	Option 7	Sprayer inside hopper inlet tube *CUSTOM OPTION*	\$250.00	\$250.00
14	1	AQMD-PM-10	SCAQMD Approved PM10 (R1186) Dust control kit.	N.C.	
Custom Dealer Installed options					
15	1	Option 12	Extra Keys (one set, unit come with two)	\$75.00	\$75.00
			Subtotal	\$132,538.00	\$132,538.00
			Total		\$132,538.00
			Freight/delivery/install		\$2,500.00
		10.25%	Tax (L.A.) as required		\$13,585.15
	1		Registration and Lic plates	N.C.	\$0.00
	6		Tire fee	N.C.	\$0.00
Total					\$148,623.15

Thank you for your business



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

June 1, 2021

Jim Adair
Director of Product Management – Schwarze Industries
Tracy Day
Engineering Manager – NiteHawk Sweepers
Alamo Group Inc. Companies
19713 58th Pl S
Kent, WA 98032

Subject: South Coast AQMD Rule 1186 Equivalency Determination

Dear Jim Adair / Tracy Day:

The South Coast Air Quality Management District (South Coast AQMD) has received the correspondence dated May 18, 2021 requesting Rule 1186 certification of the NiteHawk Raptor II Regenerative Air Sweeper based on the previous Schwarze SuperVac Vortex street sweeper certification.

South Coast AQMD staff has reviewed the request and, based on the information provided, concurs that when outfitted with the "PM10 Option Package" the equipment includes substantially similar material collection and dust suppression systems as a previously certified street sweeper.

Accordingly, the South Coast AQMD is hereby informing you that the NiteHawk Raptor II Regenerative Air Sweeper, outfitted with the "PM10 Option Package" indicated in the attached equipment description, is considered certified under the provisions of Rule 1186, subdivision (e).

Congratulations and our sincere thanks for your help in cleaning up the air! If you have any questions regarding this information, please contact me directly at any time.

Sincerely,

David De Boer

David De Boer
Manager, Planning & Rules
Planning, Rule Development & Area Sources
Phone: (909) 396-2329



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
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NiteHawk Raptor II Regenerative Air Sweeper equipment description

MAKE	MODEL	DUST CONTROL SYSTEM
NiteHawk	Raptor II Regenerative Air Sweeper ** ** Equipped with PM-10 Option Package	<ul style="list-style-type: none">• Four (4) .036 Inch Diameter Orifice Nozzles on Spray Bar• Two (2) .036 Inch Diameter Orifice Nozzles in Hopper• Two (2) .036 Inch Diameter Orifice Nozzles on Gutter Brooms• Water Pump to Provide 70 PSI Water Pressure <p><i>PLEASE NOTE THAT THE PM-10 OPTION PACKAGE DUST CONTROL SYSTEM IS DIFFERENT THAN THE STANDARD MODEL</i></p>

** For any entity wishing to operate a NiteHawk Raptor II compliant with Rule 1186, the sweeper must be ordered with PM-10 Option Package, which includes the following:

- Front Spray bar configured with **Four (4)** 0.036-inch Orifice Spray Nozzles
- **Two (2)** Sweeper Head Spray Nozzles **Removed** from the Dust Suppression System
- 24" Whisper Wheel Fan Turbine Installed in place of Standard Hi Flow Fan Turbine
- Low Profile Brooms installed (applicable to driver side and passenger side brooms)
 - o 60 holes, 17 bristles. Bristle Dimension: 20" Length, 0.034" Thick, 0.011" Width
- Blower Vacuum System
 - o System will be tuned to an airflow rating of 6,178 CFM
 - o System will be tuned to deliver 27 HP at fan

In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that all the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to comply. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

***** END OF CONTRACT *****

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Anyone Collective LLC)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated July 19, 2021 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Anyone Collective LLC ("Consultant"), a California limited liability company ("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: FY 2022 branding, marketing, and advertising 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. "Advertising Budget": \$156,600.
- B. "Advertising Commission Limit": \$23,400.
- C. "Commencement Date": July 19, 2021.
- D. "Contract Administrator": Nerissa Sugars or a duly authorized designee.
- E. "Executive Director": Frank R. Miller or a duly authorized designee.
- F. "Expiration Date": June 30, 2022.
- G. "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.
- H. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.
- I. "Hourly Services Limit": \$195,000.
- J. "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.

K. “Insurance Requirements”: the insurance requirements set forth in the attached Exhibit C.

L. “Proposal”: Consultant’s June 18, 2021 proposal attached as Exhibit A.

M. “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. The total cost of ad buys made by Consultant pursuant to this Agreement shall not exceed the Advertising Budget. 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. Additionally, the Authority shall reimburse Consultant for ad buys made by Consultant pursuant to this Agreement.

B. The compensation payable to Consultant under this Agreement for Strategic Development / Ongoing Brand Support / Airline Marketing Execution/Travel components of the Services shall not exceed the Hourly Services Limit. The compensation payable to Consultant for ad buys shall not exceed the Advertising Commission Limit.

C. 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: Nerissa Sugars
E-mail: NSugars@bur.org

Consultant
Anyone Collective
99 Pasadena Avenue, Suite One
South Pasadena, CA 91030
Attn: Michael Fiore
E-mail: michael@weareanyone.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, B or 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.

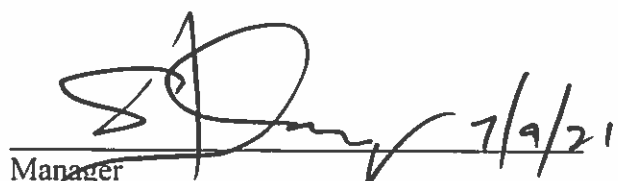
16. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or 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.

Anyone Collective LLC


Manager


Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

Burbank-Glendale-Pasadena Airport Authority

Paula Devine, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Proposal

(attached)

ANYONE™

ANYONE™



Hollywood Burbank Airport

FY22 Proposal

JULY 2021 - JUNE 2022

June 18, 2021

To: Frank Miller, John Hatanaka, Kathy David, Nerissa Sugars
From: Anyone™ Collective
Date: June 18, 2021
SUBJECT: FY22 Proposal
PROPOSAL ID: 180621-MFa

Dear John and Nerissa,

Please find attached the proposal for the working relationship between Hollywood Burbank Airport and Anyone™ Collective on the FY22 Advertising & Marketing Strategy. This proposal outlines deliverables for FY22, as well as estimated pricing for each.

We are thrilled to have the opportunity to start to work with Airport staff again to help grow the Airport and its business. The entire Anyone™ team is very excited and we look forward to continuing our journey together.

As always, our partnership with Hollywood Burbank Airport is important to us, and we cannot wait to get started on FY22.

Simply put, we believe the work we've done together in previous years has built the proper foundation to pick up where we left off. We are very ready to do so. Thank you again for the opportunity!

Please let us know if you have any questions or comments.

We look forward to speaking with you soon.

Anyone™ Team

Project Summary - Scope of Work

Overview

Anyone™ Collective LLC (hereafter, “Anyone™”) will provide the Burbank-Glendale-Pasadena Airport Authority (hereafter, “Client”) in reference to Hollywood Burbank Airport (hereafter “Hollywood Burbank Airport”) with a Branding, Marketing, and Advertising Package to include multiple assets necessary for the successful implementation of marketing goals for Hollywood Burbank Airport.

Professional Services Agreement

Client hereby engages Anyone™, with a mailing address of 99 Pasadena Avenue, Suite One, South Pasadena, CA 91030, for the purpose of performing the services necessary to execute a Branding, Marketing, and Advertising Package (hereafter, “Services”) for Hollywood Burbank Airport.

FY22: Introduction

The goal of FY22 is to continue to expand and strengthen the branding foundation established in prior phases to ensure continued growth for the Airport. In FY22, the focus will be to show measured growth for the new Hollywood Burbank Airport brand. Anyone™ will build a plan that focuses on coming out of the global pandemic. We will focus on and introduce ideas that are thoughtful of what the past year and half has done to the travel industry. This does NOT mean we will put out ads and marketing that mention the pandemic or Covid 19; it simply means that we will be thoughtful in our messaging and mindful in the way we communicate the opening up and safety of travel moving forward. We will create awareness and deliver clear and concise messaging regarding the Airport’s geographical location and overall benefits.

Unique to FY22, the plan is to elevate the research and discovery process. Utilizing the most current data and facts, we can ensure all branding, advertising, and marketing efforts are in line with modern trends and technologies. Our efforts in FY22 will keep us on trend with the current market and provide clear and thoughtful direction to build a strategy that encourages more business for the Airport from both a consumer and airline perspective. In FY22, we will focus on both B2C and B2B marketing and branding efforts. In addition to this upcoming fiscal year we are preparing awareness and informative communication efforts based on any unforeseen crisis so we can be prepared to create and identify communications that would be necessary to communicate on behalf of the airport, the airlines, and travelers.

FY22 will not only rebuild but also regain the Hollywood Burbank Airport brand momentum established in the marketplace prior to the pandemic. Through strategically designed, hyper-targeted, measurable campaigns, we will encourage greater engagement from passengers and airlines alike. Anyone™ will explore creative ways to connect with and speak to new and existing customers through the Airport’s brand voice. Anyone™ Collective believes it will be extremely important to be ready to ramp up communication, marketing, and advertising efforts

as the country breaks through the current state of affairs and the global pandemic we face as a nation, which we know is affecting the air travel industry.

FY22 will provide continued support to Hollywood Burbank Airport for the successful implementation of its rebranding and marketing goals, which includes, but is not limited to, the following:

- Increase passenger levels
- Build upon Airline Marketing, and overall Marketing, Advertising, and Branding efforts
- Continue establishing the Airport as one of the premier boutique airports in the U.S.
- Provide the Airport with a geographic identity that speaks to the local community, to passengers east of the Rockies, and to select region-specific targets throughout the U.S.
- Grow and expand the current target demographics via new strategies and creative campaign directions
- Create fresh and new campaigns, such as season- and audience-specific advertising, to generate a new wave of consumer awareness and deliver new information to our existing consumer base
- Provide detailed analytics for every campaign in order to adjust and pivot whenever necessary to ensure the highest level of performance for each and every deliverable

FY22 Includes:

1. FY22 Target Strategy Overview

The following strategy breakdown is a continuation of the strategies set in place from previous years. In FY22, we define the prioritized target markets and consumers, including B2B, B2C, and Airline Marketing. The goal is to continue to build on the investment made in prior years and identify new markets and new creative directions—all in collaboration between Airport staff and agency. This team approach will ensure that we stay with current branding and messaging trends and utilize critical insights from the Airport to build creative campaigns that will bring new consumers and drive customer engagement.

Strategy Breakdown

- A. Hyper-Targeted Creative and Messaging
 - Leisure and business travelers creative and messaging
 - Bleisure traveler creative and messaging
 - Seasonally-focused campaign targets, creative, and messaging
 - Geographically-focused campaign targets, creative, and messaging
 -
- B. Calls-to-Action and Engagements

- Airport Key Benefits (i.e. convenience, transportation center, rental car, parking, amenities, etc.)
- Digital Drivers/Touch Points: Engage target audiences through digital advertising and social media channels
- Incentives: Drive new engagement through incentives (i.e. Targeted events, giveaways, contests, usage of collected customer data through email marketing, etc.)

C. Digital Content Creation and Touch Points

- Creation of Hollywood Burbank Airport Podcast with Airport staff: The commercially-focused podcast will serve as a new information outlet and engagement touch point for consumers, businesses, and airlines to stay up-to-date with all of the Airport's offerings. This will be a new and exciting way for the Airport to build and maintain positive communication with its audience on every aspect of its business, with a goal of becoming the "go-to" destination for transportation, airport business, and news about the Southern California region.
- Travel Blog: Content will be geared towards travelers nationwide with stories that drive awareness to Hollywood Burbank Airport
- Seek the creation of co-opportunities (i.e. Co-branded sponsorships and advertising)
- Content contributors will include staff, commissioners, air carrier representatives, and other key Airport stakeholders

D. Airline Marketing Target Strategy

- Utilize targeted brand messaging to support Airline Marketing efforts
- Continue to grow the strategy that focuses on Airline Marketing to support the B2B development for the airport
- Work with Airport staff to create Airline Marketing-targeted materials, including collateral, deck presentation templates, custom presentations, B2B-focused web portal
- Join Airport staff to attend Airline Marketing-focused meetings with industry executives, airlines, etc.
- Continue to create and expand upon co-branded marketing and advertising opportunities in collaboration with Airport staff

In previous years, Anyone™ provided plans for effective execution of initial campaigns for Hollywood Burbank Airport along with a projected plan for future placements. In FY22, analytics gathered from the initial campaigns combined with continued exploration in Marketing and Advertising research will inform an updated plan that details targets, defines messaging, and determines the appropriate creative direction for branding materials. Our overall digital plan will leverage our true partnership with the Airport and will incorporate collaborations with staff.

2. Brand Creative Campaign

The initial creative strategy for Hollywood Burbank Airport was brand-focused, creating awareness of the Airport's new name and brand identity. As campaigns and brand awareness evolved, Anyone™ diversified the strategy and reshaped messaging and campaigns around specific benefits, locations, and types of travelers. Moving into FY22, Anyone™ will explore global opportunities that have opened up as a result of added service connections. By continuing to use custom targeting techniques and custom messaging, engagement will continue to grow over a large base of qualified demographics.

Anyone™ will continue to incorporate calls-to-action (CTAs) that promote direct engagement to drive conversions. In FY22, Anyone™ will add new social/digital targets that will drive and grow the Airport's target audience and encourage repeat engagements.

Deliverables include individual creative campaigns for each of the established campaign targets and their placement within the context of the new marketing plan. A minimum of two (2) concepts per campaign will be created with supporting graphics. All concepts, regardless of target or campaign, will continue to utilize branding elements so that Hollywood Burbank Airport continues to reinforce its cohesive look and feel. Once a creative direction has been selected and approved by Airport staff, Anyone™ will apply the creative to all the deliverables determined in the marketing plan.

- Anyone™ will utilize analytics gathered during previous years, as well as conduct additional exploration into national and global markets as a result of added connections to determine an appropriate creative direction for FY22.
- Advertising will focus on three geographic areas and B2B:
 - Local (Southern California)
 - Regional (select out-of-state targets)
 - East of the Rockies
 - B2B (Airline Marketing)
- Anyone™ will create hero graphics that will define the artwork for the deliverables. Below is a list of potential deliverables to be included; final deliverables will be determined after the strategy is developed:
 - Magazines
 - Local Ads
 - Digital Banner Ads
 - Social Media Community Management Content
- Anyone™ will subcategorize travelers and target each individual subcategory with unique campaigns via programmatic and social media advertising:
 - Create three to six (3–6) campaigns per subcategory for a maximum of twenty-four (24) total
 - Entice target consumers with a call-to-action OR a click engagement to “find out more information” on any benefit or service being advertised
- Every campaign will last for approximately 30–45 days and will be refreshed on an ongoing basis to reflect changes in seasonality targets as necessary.

3. Creative Deliverables

3a. Advertising Campaigns

Using the final creative campaign assets from Deliverable 2; with combined research garnered in previous years and new research; and long-standing relationships with media distributors, Anyone™ will evaluate marketing and advertising mediums to build a multi-platform media plan that provides the highest impact with the lowest budget. The key focus for FY22 is to create custom-targeted messaging spread across the established target demographics, to define calls-to-action for engagement with new potential customers, and to continue growing awareness of the Airport's brand and location.

The goal of these deliverables is to promote the quality, friendly service and convenience of Hollywood Burbank Airport in an innovative and tangible way. Competitive, attention-grabbing collateral will stand out in a saturated market, engaging customers via strategic placements in areas that will reach target prospects.

The execution of print and digital deliverables is for placement only. Media buying is estimated separately. Anyone™ will receive an industry standard 15% commission based on Hollywood Burbank Airport's overall spend, which will be determined by Hollywood Burbank Airport. The recommended spend is identified in this proposal.

3b. Social Media Advertising

Anyone™ will continue to design and develop the overall digital marketing and social media strategy for Hollywood Burbank Airport in FY22. The goal of the digital marketing and social media strategy will be to create awareness for Hollywood Burbank Airport and increase the number of conversions and activations that take place in the digital community. This will include existing and new customers for the Airport. In FY22, the strategy will focus on growth and measurable engagements. Quarterly progress reports will be developed so that analytics and data can help define the ROI for each campaign. Anyone™ will collaborate with Airport staff in the development of this plan and on all final deliverables.

Anyone™ will create new ads, featuring updated messaging and creative, to run across social platforms including Facebook, Instagram, Google AdWords, and custom communication platforms through co-op positioning and targeted touch points. The content campaigns will garner interest for Hollywood Burbank Airport to gain active followers, encourage engagement of customers, and ensure awareness of Hollywood Burbank Airport's features and benefits, including Airline Marketing. Content campaigns will include web and social banner ads, social media graphics, and re-skinning of social properties. Every campaign is to last for approximately thirty to sixty (30–60) days and will update consistently to reflect changes in seasonality, performance, and targets as needed.

3c. Community Management—Up to 60 hours/month

In collaboration with Airport staff review, Anyone™ will continue community management efforts for the Airport throughout FY22, engaging with a concerted focus on the business travel segment, we can connect in real-time with the Airport's community. By listening for comments

and feedback in specific travel segments, and continuing to humanize the brand, we will make it more approachable for our audience.

- **Monitoring:** Anyone™'s social listening efforts entail monitoring all networks for conversations concerning the Airport's brand. We will proactively set up listening parameters for mentions, tags, and specific keywords.
- **Engaging:** Anyone™ will spark relevant conversations in the social space, mining and promoting positive comments, and sentiment generated by the Airport's audience. We will not only spur these conversations, but will work to keep them alive, so as to play into algorithms that rank content on your audience's newsfeeds. We will monitor all channels daily and find opportunities to address questions, thank satisfied travelers, and source advocacy. The goal will be to keep the Airport's brand and personality consistent, while adapting conversations based on the channel of communication. FY22 engagement will also include a focus on LinkedIn engagement and creative that is geared specifically for business travel.
- **Moderating:** Anyone™ will work proactively with staff to manage the Airport's online reputation by keeping all social profiles clear from spam and ensuring that negative feedback is addressed in a timely manner. We will take measures (such as setting up profanity filters on networks that make them available and keeping Airport staff apprised of opportunities) to migrate "public" online complaints to private, offline conversations.
- **Measuring:** By monitoring, engaging, and moderating, we will have a better sense of how the social community perceives the brand, identify areas for improvement, and work to refine the Airport's presence. Anyone™ will pinpoint which channels our audiences are most active on and where we can satisfy primary objectives—whether it's building brand awareness, pushing traffic to the website, or simply maintaining the Airport's reputation and integrity.

3d. Website Maintenance: Up to 20 hours/month

As the Airport's business evolves and grows, it is important to have a website that is dynamic and evolves as needed over time, inclusive of all content and functionality. Anyone™ will provide the following website maintenance services for the primary website, www.hollywoodburbankairport.com, and the replacement terminal website, www.elevatebur.com.

- **Platform/CMS Maintenance**
 - Ongoing maintenance and updating all website plugins, themes, and technologies
 - Cloud backup of website on a weekly basis
 - Constant uptime monitoring to ensure site accessibility
 - Ensuring that the site core is running on the latest security technologies, avoiding outdated software that can contain vulnerabilities
 - XML sitemap monitoring to ensure crawlability and indexability by all major engines
 - Meta description updates for consistent snippets in search engine results
 - Optimization of page titles and copy headlines for SEO
 - Regular malware monitoring and removal
 - Deployment of Google Analytics across all pages for accurate usage and audience statistics
 - Ensuring all SSL (secure sockets layer) certificates are up-to-date

- **Content Maintenance**

- Adding, swapping, or editing new and existing photos and graphics for the website
- Adding, editing, or removing copy on the existing site including articles, reports, contact information, or service/amenity descriptions
- Expansion or deletion of links within website navigation panels

4. Media Planning & Buying

Media planning and buying involves elements of strategy, negotiations, and purchasing. For social media purchases, Anyone™ is required to pay campaign budgets in advance (this is known as ad buys). When planning the inventory to purchase, planners must take into consideration the product being advertised, target audience, and campaign goals.

Anyone™ will strategize, negotiate, purchase, and monitor advertising space on behalf of the Client. Anyone™ will strive to connect with the highest number of people in the approved target audiences at the lowest cost whenever possible.

1. Media—Digital: Budget will allow a consistent buy of programmatic digital ads to be placed month-to-month as part of Anyone™'s continuous digital plan.
2. Media—Print: Budget will allow for smaller local print publications to be supported during certain months, while larger distribution airline publications will be selected and ads placed according to the allocated budget.
3. Media—Social: Budget will play a large role in connecting Anyone™'s specific messaging to potential travelers within all newly created subcategories.

Upon approval, Anyone™ will create a complete media budget. For the purposes of this proposal and based on Anyone™'s media buying and planning experience, Anyone™ will provide a budget range that includes a suggested amount for the remainder of the current fiscal year—beginning July 1, 2021 and ending June 30, 2022.

Media buy dollars are estimated separately from the amortized payment plan hours. Anyone™ will receive an industry standard 15% commission based on Hollywood Burbank Airport's overall media spend, which is included in the pricing below.

5. FY22 Marketing and Advertising SOW Ongoing Brand Support

Anyone™ will provide continued ongoing brand support as described in the pricing grid under Marketing and Advertising SOW (Scope of Work). The pricing is based on a blended rate of creative hours, account management hours, and production execution hours, at \$275.00 per hour.

In the case of Hollywood Burbank Airport, our costs and services are not broken down by a monthly basis, but rather prioritized on services needed and defined, using an on-going discovery process we have developed. The purpose of this method is to make sure the airport's marketing is pro-active and current to what is happening at the airport, and current marketing trends and services and events based around the country where the airport flies to or close to.

We identify special events (e.g. Rose Bowl, Super Bowl, new flight routes) as a few examples of how the costs are broken out and the services are rendered at a different pace at different times.

Another reason for the modular rate system - and not a retainer-based program – is the evolution of Covid-19 guidelines. We pay close attention to the Federal and State guidelines, and will plan marketing and advertising based on those guidelines as well as the needs of promoting a selected service, airline, event or marketing need.

This plan will go into effect upon approval of the budget with a target start date of July 1, 2021.

FY22 Proposed Budget

FY22 Strategic Development	
1. Research & Development FY21	\$20,000
2. Strategy/Plan Including Airline Marketing (B2B)	\$20,000
3. Quarterly Reporting—Progress Report and Analytics Review	\$10,000
Strategic Development Subtotal:	\$50,000.00
FY22 Marketing and Advertising SOW Ongoing Brand Support	
1. Campaign Creation and Executions	\$125,000
2. Content Creation Digital	
3. Content Creation Print	
4. Content Creation—Events, Presentations, Meetings	
5. Website Updates and Content Creation	
6. Messaging & Copywriting	
7. Social Media Content Creation All Platforms	
8. Print Media Content Creation All Platforms	
9. E-mail Campaign Content Creation x6 Annually	
10. Creative Design, Art Direction, and Graphic Development	
11. Elevate BUR Website Maintenance	
Ongoing Brand Support—6 Months Subtotal:	\$125,000.00
FY22 Advertising/Media Plan	
1. Digital Advertising—Consumer Target—Google AdWords	\$60,000
2. Print Advertising—Consumer Target	\$60,000

3. Social Media Advertising/Community Management—Consumer Target— Facebook, Instagram	\$60,000
Advertising Subtotal:	\$180,000.00
Airline Marketing Execution/Travel	
B2B Airline Marketing Content Creation, Design, and Executions Collaborative Meetings, Associated Travel	\$20,000
Airline Marketing Execution/Travel Subtotal:	\$20,000.00
FY21 Grand Total:	\$375,000.00

NOTE: Monthly totals may vary per month depending on the campaign strategy development, in other words, more budget may be allocated to a different month making one month total budget spend higher and another month total budget spend lower. The spend will never exceed the total allotted media buy budget.

6. Fee Schedule

Upon budget approval the Anyone™ team will provide a recommended fee schedule that will eliminate confusion and make the billing portion of this estimate easy to consume.

7. Timeline & Milestones

Anyone™ understands the pace and project flow may vary based on the Client's needs. Upon approval of this agreement, Anyone™ will be the Client's agency of record for a twelve (12)-month period. A complete milestone calendar will be created upon approval. Anyone™ would recommend a budget review in 6 months depending on the Covid 19 Pandemic situation and the need for further marketing/advertising budget to fulfill a 12 month period of efficient marketing based on the growth or decline in passengership for the fiscal year FY22.

Execution Milestones

1. Strategic Airline Marketing FY22 Advertising/Marketing
2. Brand Creative Campaign and Vision
3. Print & Digital Media Campaign
4. Social Media Campaigns/Community Management
5. Website Maintenance
6. Media Planning/Buying
7. Airline Marketing (B2B) Strategic Planning
8. Airline Marketing (B2B) Executions
9. Analytics and Reporting

Project Management: Projects can occur simultaneously. Once approved, a digital project management software will be implemented to assist in overall project management and communications between appointed Client and Anyone™.

EXHIBIT B
Fee Schedule

Strategic Development / Ongoing Brand Support / Airline Marketing Execution/Travel

<u>Category</u>	<u>Hourly Rate</u>
Creative Hours	\$275
Account Management Hours	\$275
Production Execution Hours	\$275

Advertising / Media Plan

<u>Category</u>	<u>Budgeted Media Spend</u>	<u>Commission</u>
Digital Advertising	\$52,200	15%
Print Advertising	\$52,200	15%
Social Media Advertising/ Community Management	\$52,200	15%
 Total:	 \$156,600	 \$23,400

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.

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Arthur D. Little, LLC)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated July 19, 2021 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Arthur D. Little, LLC, ("Consultant"), a Delaware limited liability company ("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: air service development support for FY 2022.

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 19, 2021.
- B. "Contract Administrator": Nerissa Sugars or a duly authorized designee.
- C. "Contract Limit": \$70,000.
- D. "Executive Director": Frank R. Miller or a duly authorized designee.
- E. "Expiration Date": August 31, 2022.
- 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 June 21, 2021 proposal attached as 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 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 Limit.

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: Nerissa Sugars
E-mail: NSugars@bur.org

Consultant
Arthur D. Little, LLC
10 High Street, Suite 900
Boston, MA 02110
Attn: Jim Miller
E-mail: miller.jim@adlittle.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 or 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. 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.

Arthur D. Little, LLC



Manager *James Miller* Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

Burbank-Glendale-Pasadena Airport Authority

Paula Devine, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Proposal

(attached)



Arthur D. Little, LLC
10 High Street, Suite 900
Boston, MA 02110
U.S.A.

Tel: (1) 617.532.9550
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June 21, 2021

Ms. Nerissa Sugars
Marketing, Communications and Air Service
Burbank-Glendale-Pasadena Airport Authority
2627 North Hollywood Way
Burbank, CA 91505

Dear Nerissa:

Arthur D. Little (“ADL”) is pleased to present this proposal to provide air service development support to the Burbank-Glendale-Pasadena Airport Authority (“Authority”)

ADL proposes the following:

Ad Hoc Services

ADL will undertake the following activities in support of the Authority’s air service development efforts:

Provide the Authority with on call support for various air service development related efforts from July 19, 2021 to August 31, 2022

- Provide advice on air carrier communications
- Provide BUR airport management with intelligence on potential air service development opportunities.
- Provide advice related to policy and regulatory matters.
- Provide miscellaneous air carrier and market analysis, as requested.

Provide services to support the Authority’s participation at airline/airport conferences such as the Routes Americas and Jumpstart.

Services to be provided in conjunction with these conferences could include:

- Review with the Authority air carriers planning to attend each conference to assist in the prioritization of requests for airline meetings.
- In conjunction with the Authority, develop objectives for each air carrier meeting.
- Analyze and recommend an approach, including target markets, for each of the air carrier meetings.
- Prepare marketing and analytical materials, as appropriate, for the one-on-one airline meetings.
- Support follow up efforts with air carriers directly related to interactions at these conferences.
- At the Authority's option on-site support and participation at each conference.

Proposed Budget

The proposed budget for the activities outlined above, including estimated reimbursable expenses, is not to exceed \$70,000.00.

Work on these tasks will be billed at the following hourly rates:

Role	Hourly Rate
Project Manager	\$250.00
Consultant	\$200.00
Graphic Artist	\$100.00

Reimbursable expenses will be charged to the Authority at cost, subject to prior approval by the Authority. The budget includes an estimate for reimbursable expenses.

Please let us know if you have any questions regarding this proposal.

With best regards,

A handwritten signature in black ink, appearing to read "Jim Miller". The signature is fluid and cursive, with the first name "Jim" and last name "Miller" clearly distinguishable.

Jim Miller

Partner

Arthur D. Little, LLC

E: miller.jim@adlittle.com

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

B. 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.

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

D. 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.

E. 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, or 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.

F. 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.

G. 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.

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

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 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.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY



Hollywood Burbank
Airport

JULY 19, 2021

METROPLEX/TASK FORCE UPDATE

- Southern San Fernando Valley Airplane Noise Task Force
 - Recommendations of Task Force
 - Airport Authority endorsed recommendations
- Airport Authority sent letters to FAA requesting return to historical flight tracks
 - December 10, 2018
 - June 27, 2019
 - July 19, 2019
 - August 26, 2019
- Commission adopted resolution establishing Citizens Advisory Committee to be appointed after Airport Authority's recovery from COVID-19 pandemic
- Part 150

NOISE CONTOUR

- Noise contours are set by Federal & State law
 - 65 dB Community Noise Equivalent Level (“CNEL”)
 - Residences, schools & places of worship are deemed incompatible
 - CNEL is an average metric, not a single-event metric
 - Weighted to count nighttime noise as more disruptive
 - FAA standard for significant noise change in CNEL is 1.5 dB
- The Airport’s 65-CNEL contour has consistently decreased
 - In 2012, the 65-CNEL contour was 688 acres; currently, 65-CNEL contour is 325 acres
 - Airport’s noise impact area (incompatible land within contour) has also decreased
 - When Airport Authority acquired BUR in 1978, noise impact area was 400+ acres within 70-CNEL contour. 70-CNEL contour was changed to 65-CNEL in 1986
 - Currently, noise impact area is now less than .25 acre

OPERATION LEVELS

- Operations peaked in 2007 (pre-great recession of 2008)
 - In 2008, total operations drastically dropped off
 - Operations increased from 2009-2019, but remained below 2007 levels
 - With COVID in 2020, operations dropped precipitously
 - Operations now starting to increase post-vaccine
- Southern shift in departure tracks did not exist in 2007
- Southern drift appears to have started between 2016-18 (not at peak operations)
- FAA Tower and TRACON control aircraft take offs & turns upon departure

AIRPORT NOISE & CAPACITY ACT OF 1990 (“ANCA”)

- Prohibits an airport proprietor from adopting operational restrictions relating to noise
 - Only restrictions in place prior to ANCA are currently enforceable (i.e., “grandfathered”)
- The Airport has “grandfathered” noise rules
 - Set the noise contour cap at level existing when airport acquired in 1978
 - Prohibit noisier Stage 2 jets
 - Include weight restrictions on certain operations
- The Airport’s noise rules are enforced through fines
 - Fine amounts are based on pre-1991 levels, adjusted for inflation

CURFEW

- Voluntary Curfew
 - Not a noise rule
 - Only applies to scheduled commercial passenger operations
 - Airlines complied over 99% of the time
 - Airport Authority cannot enforce voluntary curfew, only “encourage”
- Mandatory Curfew
 - Part 161
 - Airport Authority requested approval of a mandatory curfew from FAA
 - Spent over \$7M in efforts to get mandatory curfew
 - FAA denied the request