



August 12, 2021

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

NOTICE is hereby given that a regular meeting of the Operations and Development Committee will be held Monday, August 16, 2021, at 8:30 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: (978) 990-5000

Access Code: 880737#

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

REGULAR MEETING  
OF THE  
OPERATIONS AND DEVELOPMENT COMMITTEE  
Airport Skyroom  
Monday, August 16, 2021  
8:30 a.m.

*The public comment period is the opportunity for members of the public to address the Committee on agenda items and on airport-related non-agenda matters that are within the Committee'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 Committee:*

- *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 Committee 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 Committee'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 Committee 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, August 16, 2021

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes
  - a. July 19, 2021 [See page 1]
5. Items for Approval
  - a. Award of License Agreement - County of Los Angeles [See page 4]

***Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission to award a License Agreement to the County of Los Angeles for the purpose of conducting a temporary free COVID-19 vaccination clinic within the Airport passenger terminal building commencing on August 16, 2021 through August 15, 2022.***

***COVID-19 continues to exist as does the need to provide the general public access to free COVID-19 vaccinations. Subject to the recommendation of the Committee, this item has also been placed on the Commission agenda for its consideration immediately following the Committee's meeting.***

- b. Allied Universal Contract Amendment [See page 14]

***Staff seeks an Operations and Development Committee recommendation to the Commission for approval of a proposed Amendment No. 3 to the Professional Services Agreement ("PSA") with Universal Protection Service LP dba Allied Universal to increase the appropriations for airport security and traffic controls services. In October 2020, the Commission approved a one-year extension of this PSA, in the amount of \$974,413, based on the projected reduced traffic volume due to the effects of the COVID-19 pandemic, and the contract is set to expire on October 31, 2021. However, with the rapid return of leisure travel, vehicular and passenger traffic has increased significantly. In order to maintain consistent flow of traffic and ensure pedestrian safety on the Airport roads, Staff is recommending that the current appropriation be increased by a not-to-exceed amount of \$125,000 to accommodate additional staffing, which would result in a total contract amount of \$1,099,413 for the extension period ending October 31, 2021.***

***Subject to the recommendation of the Committee, this item has been also placed on the agenda for Commission consideration at its meeting immediately following the Committee's meeting.***

6. Items for Information

a. Valet Parking Operation

***No staff report attached. Due to the sharp rise in demand for valet parking services, it was necessary to authorize temporary additional valet attendants to maintain customer service and manage the number of valet drop-offs during peak periods throughout the day. If demand for valet services continues, Staff will return to the Committee and the Commission with requests for authorization to increase staffing permanently.***

b. Committee Pending Items

***[See page 20]***

7. Adjournment

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

**MONDAY, JULY 19, 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 8:32 a.m., by Commissioner Brown.

**1. ROLL CALL**

**Present:** Commissioners Devine, Brown, and Hampton (via teleconference arr. 8:36)

**Absent:** None

**Also Present:** Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Thomas Henderson, Director of Operations; Nerissa Sugars, Director, Marketing Communications & Air Service; Tom Janowitz, Senior Manager, Ground Access; Sumire Spurlock, Safety Management System Manager

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

**3. Public Comment** There were no public comments.

**4. Approval of Minutes**

**a. June 21, 2021** Commissioner Devine moved approval of the minutes of the June 21, 2021, meeting seconded by Commissioner Brown. 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. Award of Purchase Order  
Airport Operations Department  
Portable Radio Replacement** Staff sought a Committee recommendation to the Commission to approve the acquisition of replacement interoperable radio equipment from Motorola Solutions. The proposed acquisition replaces the Airport Operations Department's current seventeen handheld Motorola portable radios, which have reached the end of their useful life, with the Motorola APX 8000 series radios and ancillary accessories at a total cost of \$122,699.95.

**Motion** Commissioner Brown moved approval of Staff's recommendation, seconded by Commissioner Devine.

**Motion Approved**

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

**b. Award of Professional Services Agreement - Airport Marketing Consultant Services**

Staff sought a Committee recommendation to the Commission for 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.

**Motion**

Commissioner Devine moved approval of Staff's recommendation, seconded by Commissioner Brown.

**Motion Approved**

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

**c. Award of Professional Services Agreement for Air Service Consulting Services**

Staff sought a Committee recommendation to the Commission for award a Professional Services Agreement 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.

Under the proposed recommended 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, and 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.

**Motion**

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

**Motion Approved**

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

**6. Items for Information**

**a. Parking Lot C Reopening/Shuttle Service**

Staff updated the Committee on 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 their 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.

**b. Proposed License Agreement  
LA County Department of  
Public Health – Vaccination Site**

Staff updated the Committee on their continued efforts, in conjunction with the Los Angeles County Department of Public Health ("LACDPH"), on matters related to ensuring the safety and well-being of airport customers, Staff, tenants, vendors and service providers. As the mass vaccination sites within the City of Los Angeles have closed, LACDPH contacted Staff about the possibility of conducting a temporary vaccination clinic within the passenger terminal at Hollywood Burbank Airport. Staff is working with LACDPH on a License Agreement for the Committee's recommendation to the Commission to allow operation of a temporary COVID-19 vaccination clinic within Terminal A. Staff expects to be able to bring the item to the Committee for its consideration next month.

**c. Committee Pending Items**

This item was not discussed.

**7. Adjournment**

There being no further business, the meeting adjourned at 8:55 a.m.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
AUGUST 16, 2021**

**AWARD OF LICENSE AGREEMENT  
COUNTY OF LOS ANGELES**

Presented by Sumire Spurlock  
Manager, Safety Management System

**SUMMARY**

Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission to award a License Agreement (“Agreement”), copy attached, to the County of Los Angeles (“County”) for the purpose of conducting a temporary free COVID-19 vaccination clinic within the Airport passenger terminal building (“Terminal”) commencing on August 16, 2021 through August 15, 2022.

COVID-19 continues to exist as does the need to provide the general public access to free COVID-19 vaccinations. Subject to the recommendation of the Committee, this item has also been placed on the Commission agenda for its consideration immediately following the Committee’s meeting.

**BACKGROUND**

Since the beginning of the COVID-19 pandemic, Staff has been working with the Los Angeles County Department of Public Health (“LACDPH”) on matters related to ensuring the safety and well-being of airport customers, staff, tenants, vendors and service providers. These efforts and coordination with LACDPH continue to this day. As the mass vaccination sites within the City of Los Angeles have closed, LACDPH contacted Staff about the possibility of conducting a temporary vaccination clinic within the Terminal through the County’s contracted provider, MedEx Pharmacies.

Staff met with LACDPH representatives and a proposed location was identified in the corridor leading toward the Terminal A Security Checkpoint, as depicted in Exhibit A of the proposed Agreement. While visible, this location is not intrusive to the flow of passenger traffic. The term of the proposed Agreement is through August 15, 2022 and is cancellable upon thirty days’ notice by either party.

**REVENUE IMPACT**

The proposed Agreement is a no-cost license that provides temporary access for the purpose of conducting a free COVID-19 vaccination clinic within the Terminal.



### STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission that it approve the proposed Agreement with the County to allow access to the Terminal for a free COVID-19 vaccination clinic and authorize the Authority President to execute the same.

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is dated August 16, 2021 for reference purposes, and is executed by the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a California joint powers agency ("Licensor"), and the COUNTY OF LOS ANGELES, a California political subdivision ("Licensee").

## R E C I T A L S

A. Licensor is the owner and operator of the Bob Hope Airport ("Airport") (commonly known as "Hollywood Burbank Airport").

B. Licensee has requested the right to temporarily use a portion of the passenger terminal building depicted on Exhibit A ("Licensed Premises") for a COVID-19 vaccination clinic ("Clinic")

C. Licensor has agreed to give to Licensee, and Licensee has agreed to accept from Licensor, a temporary and limited contractual license to enter upon the Airport to conduct the Clinic in accordance with and subject to this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual terms, covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. Term. This Agreement shall commence on August 16, 2021 ("License Commencement Date") and shall expire on August 15, 2022 unless earlier terminated. Either party may terminate this Agreement without cause upon 30 days' prior written notice. Licensee hereby waives any and all rights to relocation benefits under applicable law upon the expiration or earlier termination of this Agreement.

2. Use of Licensed Premises.

2.1 Licensee may use the Licensed Premises during the term of this Agreement for the Clinic only, and for no other use or purpose. Licensee may operate the Clinic through a contract with MedEx Pharmacies. In connection therewith, Licensee shall comply with the FAA Grant Assurances described in the attached Exhibit C to the extent applicable, and with all applicable laws.

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

2.3 Licensee shall not make use of the Airport in any manner that might interfere with the landing and taking off of aircraft from the Airport, or that might otherwise constitute a hazard. In the event this covenant is breached, in addition to all other rights and remedies of Licensor, Licensor may cause the abatement of such interference at Licensee's expense.

2.4 Licensee shall prevent persons under Licensee's supervision from gaining unauthorized access to restricted flight and aircraft operational areas of the Airport.

3. No Improvements; Hazardous Substances. Licensee shall not construct any improvements on the Licensed Premises. Licensee shall not store or release any hazardous materials or substances on the Licensed Premises or the Airport.

4. Trash Removal. Licensee shall remove and properly dispose of all trash.

5. Removal of Personal Property. No later than the expiration date or any earlier termination date of this Agreement, Licensee shall remove its personal property from the Licensed Premises (and the Airport) and shall restore the Licensed Premises to its condition of the date of execution of this Agreement. If Licensee does not do so, then Licensors may do so, and may dispose of or retain such property without obligation or liability to Licensee.

6. Damage; Indemnity. Licensee agrees that: (i) all activities by or on behalf of Licensee, or Licensee's officers, members, employees, agents, customers, guests or contractors (collectively, "Licensee's Designees") shall not damage the Licensed Premises or the Airport in any manner whatsoever (normal wear and tear excepted); and (ii) in the event the Airport is damaged, altered, or disturbed in any manner in connection with the Clinic, Licensee shall return the Licensed Premises and the Airport to the condition existing prior to the damage, alteration, or disturbance. To the extent allowable by law, Licensee and Licensors shall mutually indemnify, defend, and hold harmless the other party and the other party's officers, employees, agents, contractors and volunteers, against any and all liability, loss, damage, expense, costs (including reasonable attorneys' fees) or claims for injury or property damages to the extent arising out of or in connection with Licensee's or Licensors' acts and/or omissions arising from or related to the Agreement, including Licensee's or Licensors' obligations from the use and/or maintenance of the Licensed Premises, and Licensee's or Licensors' breach of the Agreement. This provision shall survive the expiration or termination of the Agreement.

7. Public Readiness and Emergency Preparedness Act of 2005 (PREP Act). The PREP Act authorizes the Secretary of the US Department of Health and Human Services (HHS) to issue a PREP Act declaration that provides immunity from liability (except for willful misconduct) for claims of loss caused, arising out of, relating to, or resulting from administration or use of medical countermeasures to disease, threats and conditions determined by the Secretary to constitute a present, or credible risk of a future public health emergency to entities and individuals involved in the development, manufacture, testing, distribution, administration, and use of such medical countermeasures. A PREP Act declaration is specifically for the purpose of providing immunity from liability, and is different from, and not dependent on, other emergency declarations. Licensee and Licensors agree that they and their employees, subcontractors, and all volunteers shall be bound by and shall abide by all applicable federal and State statutes or regulations pertaining to the confidentiality of client records and information. The parties shall not use or disclose any information about a recipient of the services provided under this Agreement for any purpose not connected with the parties' Agreement responsibilities, except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian, or as required by law.

8. Insurance. At all times during the term of this Agreement and at its sole cost and expense, Licensee shall maintain or cause to be maintained in effect the insurance coverage specified in the July 15, 2021 proof of insurance set forth in the attached Exhibit B.

9. Contractual in Nature; No Recording. Licensors does not hereby convey to Licensee any right, title, or interest in or to the Airport, but merely grants the specific and limited contractual rights and privileges set forth in this Agreement. In no event shall this Agreement or any memorandum hereof be recorded.

10. Notices. Any notice, demand, request, consent, approval, or communication hereunder shall be in writing; shall be delivered either by (i) e-mail at the addresses set forth below (deemed delivered on the date of delivery provided the e-mail is not rejected as shown by the sender's e-mail system), (ii) certified mail (deemed delivered on date of delivery or attempted delivery on the return receipt) or (iii) reputable overnight delivery service (deemed delivered one business day after being given to the service for overnight delivery); and shall be addressed as set forth below.

If to Licensors, to:

Burbank-Glendale-Pasadena  
Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Sumire Spurlock, CM, ACE

If to Licensee, to:

County of Los Angeles  
Department of Public Health  
313 North Figueroa Street, Room 806  
Los Angeles, California 90012  
Attn: Barbara Ferrer, Ph.D., M.P.H., M.Ed.

11. Assignment. This Agreement may not be assigned by Licensee, in whole or in part.

12. Governing Law. This Agreement shall be construed, enforced, and interpreted in accordance with the laws of the State of California.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Furthermore, executed counterparts of this Agreement may be delivered by e-mails of pdf documents, and such electronic transmissions shall be valid and binding for all purposes when transmitted to and actually received by the other party.

14. Time. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

15. Prior Agreements. This Agreement contains the entire agreement of the parties with respect to the Clinic.

16. Partial Invalidity. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

17. Attorneys' Fees. If any party brings an action in connection with this Agreement, the prevailing party in any such action, as determined by the trier of fact, shall be entitled to recover its costs and reasonable outside attorneys' fees.

18. Condition of Property. Licensee represents that it has inspected the Licensed Premises and hereby accepts the Licensed Premises in its current "AS IS" condition, without representation or warranty, express or implied.

19. 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.

20. 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.

21. Compensation. No reimbursement or compensation will be made by Licensee to the Licensor for the use of the Licensed Premises described herein.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the day and year first written above.

**LICENSEE:**

COUNTY OF LOS ANGELES

*Barbara Ferrer*

By: Barbara Ferrer (Aug 10, 2021 18:24 PDT)

Print Name: Barbara Ferrer, Ph.D., M.P.H., M.Ed.

Title: Director

**LICENSOR:**

BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY

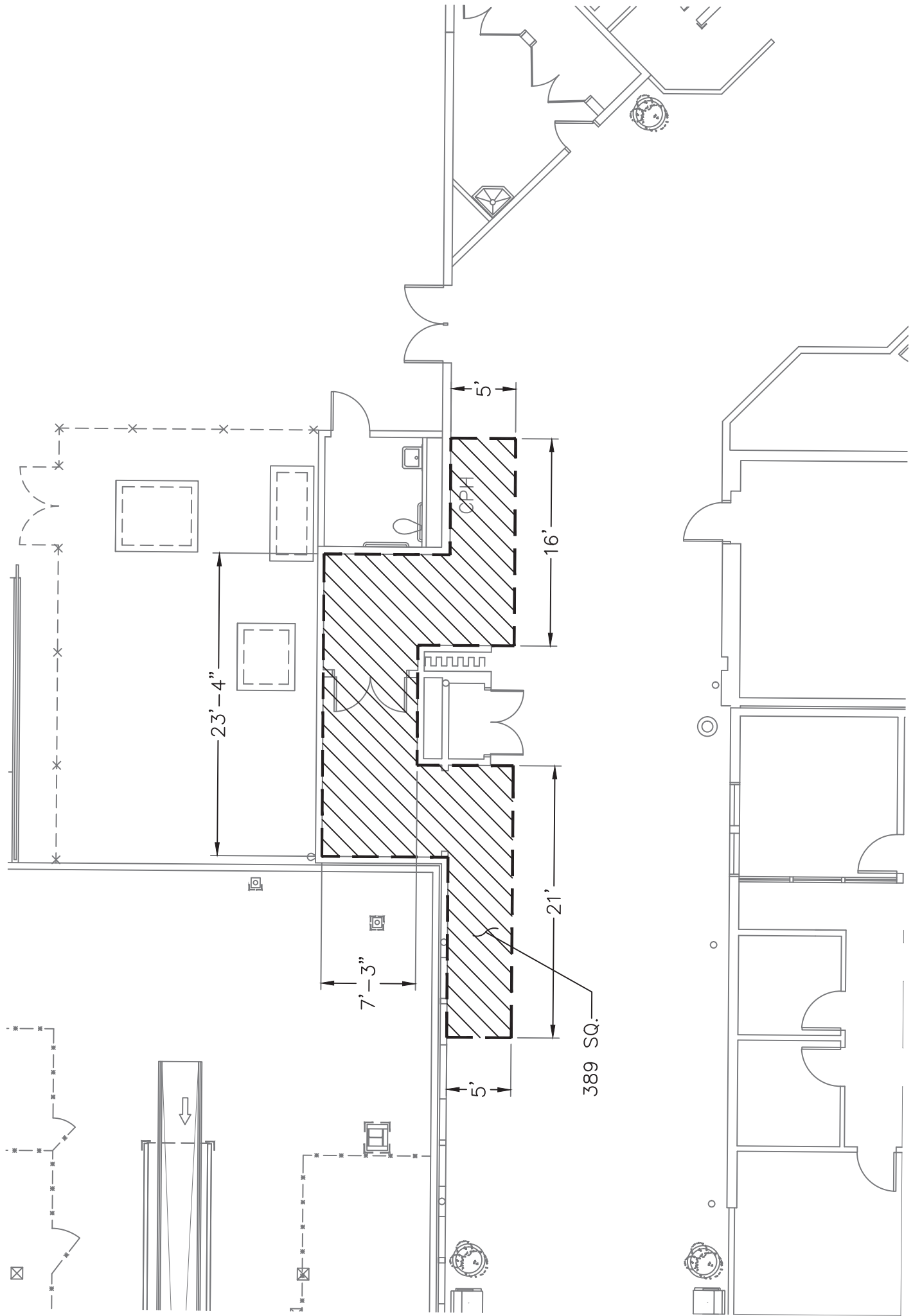
By: \_\_\_\_\_

Print Name: \_\_\_\_\_


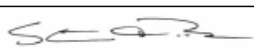
Title: \_\_\_\_\_

EXHIBIT A

Depiction of License Premises -



**EXHIBIT B -  
Proof of Insurance -**

	<h1>COUNTY OF LOS ANGELES</h1> <h2>CERTIFICATE OF SELF-INSURANCE COVERAGE</h2>			07/15/2021
<b>PRODUCER/INSURED</b>  COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE RISK MANAGEMENT BRANCH 320 WEST TEMPLE STREET, 7TH FLOOR LOS ANGELES, CA 90010		This certificate is provided for informational purposes only, and does not affect, or expand any of the County's obligations pursuant to the Agreement. This Certificate also confirms that the County is not an insurance company, and that no insurance obligation or relationship exists, or will be established in any manner whatsoever between the County and any individual, contractor, vendor and public or private entity/organization.		
		<b>ENTITIES AFFORDING COVERAGE</b>		
		<b>COUNTY OF LOS ANGELES</b>		<b>PARTICIPATION</b> 100%
<b>COVERAGES</b> This Certificate of County Self-Funding Insurance Obligation (Certificate) is the County of Los Angeles (County) authorized Statement that is elected to self-fund its financial obligations. This self-funding of liability is in lieu of commercial insurance coverage, and applies only to the extent permitted by State Law. The County is permitted to self-fund its liabilities arising from acts or omissions of the County; its appointed and elected officers, employees and volunteers (except actual fraud, corruption, or malice), by virtue of California Government Code Sections 989-991.2, County Code 5.32 and Articles 1 and 2 of the County Charter. The liabilities that the County self-funds include general, automobile, property and workers' compensation.				
<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>LIMITS</b>
<input checked="" type="checkbox"/> Commercial General Liability	Self Insured	07/15/2021	07/15/2022	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
<input checked="" type="checkbox"/> Automobile Liability	Self Insured	07/15/2021	07/15/2022	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
<input checked="" type="checkbox"/> Property Liability	Self Insured	07/15/2021	07/15/2022	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
<input checked="" type="checkbox"/> Workers' Compensation and Employers Liability	Self Insured	07/15/2021	07/15/2022	Occurrence Amount - Statutory Statutory aggregate
<b>DEPARTMENT OF OPERATIONS/LOCATIONS</b> County Department <b>Public Health</b> Facility Use Agreement              Burbank-Glendale-Pasadena Airport Authority				
Certificate Holder Burbank-Glendale-Pasadena Airport Authority  2627 Hollywood Way Burbank, CA, 91505			<b>CANCELLATION</b> SHOULD THE COUNTY ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY WILL NOTIFY THE HOLDERS ON ITS RISK MANAGEMENT WEBSITE <b>BY:</b> 	
			<b>STEVE ROBLES, COUNTY RISK MANAGER</b>	

**EXHIBIT C**  
**FAA Grant Assurances**

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

B. Licensee for itself and its representatives, successors and any permitted assigns as a part of the consideration hereof, does hereby covenant and agree that:

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

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

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

C. In the event of breach of any of the above nondiscrimination covenants, Licensor shall have the right to terminate this Agreement and to re-enter and to repossess the Licensed Premises, and hold the Licensed Premises as if this Agreement had never been made.

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

E. Noncompliance with paragraph D, above shall constitute a material breach hereof and in the event of such noncompliance Licensor shall have the right to terminate this Agreement



and the estate hereby created without liability therefor or, at the election of Licensor or the United States, either or both thereof shall have the right to judicially enforce paragraphs A, B, C and D above.

F. Licensee agrees that it shall insert the above five provisions in any permitted agreement by which Licensee grants a right or privilege to any person, firm or corporation to render accommodations and/or service to the public at the Airport.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
AUGUST 16, 2021**

**ALLIED UNIVERSAL CONTRACT AMENDMENT**

Presented by Ray Hunting  
Manager, Airport Security

**SUMMARY**

Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission for approval of a proposed Amendment No. 3 (“Third Amendment”) to the Professional Services Agreement (“PSA”) with Universal Protection Service LP dba Allied Universal (“Allied Universal”) to increase the appropriations for airport security and traffic controls services. In October 2020, the Commission approved a one-year extension of this PSA, in the amount of \$974,413, based on the projected reduced traffic volume due to the effects of the COVID-19 pandemic, and the contract is set to expire on October 31, 2021. However, with the rapid return of leisure travel, vehicular and passenger traffic has increased significantly. In order to maintain consistent flow of traffic and ensure pedestrian safety on the Airport roads, Staff is recommending that the current appropriation be increased by a not-to-exceed amount of \$125,000 to accommodate additional staffing, which would result in a total contract amount of \$1,099,413 for the extension period ending October 31, 2021.

Subject to the recommendation of the Committee, this item has been also placed on the agenda for Commission consideration at its meeting immediately following the Committee’s meeting.

**BACKGROUND**

The airport security and traffic control services that are being provided are:

- (i) **Perimeter Security:** Transportation Security Administration security directives require the Authority to provide for positive control and identification of each person gaining access to the Secured Area of the Airport. Part of this positive control requires staffing at checkpoints on the airfield.
- (ii) **Traffic Control:** Due to the configuration and congestion of the airport loop road from increased vehicle traffic, traffic control from the crosswalk located next to the short-term parking structure to past Terminal B is necessary in order to ensure pedestrian safety and vehicular flow, as well as manage vehicle activity along the terminal curb front.

**BUDGET IMPACT**

As discussed during the contract extension presentation last October, Staff advised the Committee that if a significant increase in passenger and traffic activity occurred requiring additional staffing hours, Staff would return to seek additional authorization. Staff is now seeking such additional authorization.

### STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission that it approve the proposed Third Amendment to the PSA with Allied Universal to increase staffing and hours for traffic control services for the remainder of the contract with a not-to-exceed amount of \$125,000 increase of the total contract amount.

**AMENDMENT NO. 3 TO  
PROFESSIONAL SERVICES AGREEMENT  
(Burbank-Glendale-Pasadena Airport Authority / Allied Universal)**

THIS AMENDMENT NO. 3 ("Third Amendment") to the October 13, 2017 Professional Services Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Universal Protection Service, LP d.b.a. Allied Universal ("Consultant"), a California Limited Partnership, is dated August 16, 2021 for reference purposes.

**RECITALS**

A. The parties executed the Agreement to provide for the Authority's retention of Consultant as an independent contractor to provide the following professional services: airport security and traffic control services.

B. The parties have executed the following amendments (collectively, "Prior Amendments") to the Agreement:

1. An April 15, 2019 Amendment No. 1 to: (i) expand the scope of services; and (ii) increase the contract price.

2. An October 19, 2020 Amendment No. 2 to: (i) provide for a one-year extension; and (ii) set the staffing level and compensation limit for the extension period.

C. The parties desire to amend the Agreement to further increase the staff level and compensation limit for the remainder of the extension period.

**NOW, THEREFORE**, the parties agree as follows:

**1. Amendment of Section 1.** Paragraph (F) ("Contract Limit") of Section 1 ("Definitions") of the Agreement is amended to read as follows:

"(F) 'Contract Limit': Four Million Eight Hundred Thirty-Six Thousand Three Hundred Forty-Nine Dollars and Forty-Four Cents (\$4,836,349.44)."

**2. Amendment of Section 4.** Paragraph (A) of Section 4 ("Compensation") of the Agreement is amended to read as follows:

"(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 Rate Sheet for Years 1-3 and according to the Supplemental Rate Sheet for the Extension Period. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit. In no event shall the compensation payable to Consultant for the Services set forth in Exhibit "A-1" exceed Two Hundred Twenty Thousand, Five Hundred Dollars and Zero Cents (\$220,500.00) between May 1, 2019 through October 31, 2020. In no event shall the compensation payable to Consultant for the Services during the Extension Period exceed One Million Ninety-Nine

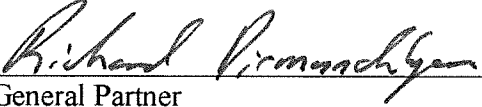
Thousand Four Hundred Thirteen Dollars and Zero Cents (\$1,099,413.00).”

**3. Replacement of Exhibit E.** Effective August 17, 2021, references in the Agreement to Exhibit E shall be deemed to refer to the attached Replacement Supplemental Rate Sheet.

**4. Preservation of Agreement.** Except as expressly modified by this Third Amendment, all of the provisions of the Agreement (as amended by the Prior Amendments) shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the provisions of the Agreement (as amended by the Prior Amendments), the provisions of this Third Amendment shall control.

**TO EXECUTE THIS THIRD AMENDMENT,** the parties have caused their duly authorized representatives to sign below.

**Universal Protection Service, LP**  
**d.b.a. Allied Universal**

  
General Partner

[Pursuant to Corporations Code Section 15904.02, signature line must be executed by a general partner.]

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Paula Devine, President

Approved as to form:

\_\_\_\_\_  
Richards, Watson & Gershon  
A Professional Corporation

**EXHIBIT E**  
**Replacement Supplemental Rate Sheet**

(attached)



**Hollywood Burbank Airport  
Traffic  
2021 Pricing**

<b>Current Positions</b>						
NAME	WEEKLY HOURS	Current Pay	Regular Hourly Rate	HOLIDAY RATE	WEEKLY	MONTHLY
Airport Security Supervisor(s)	112	17.25	\$ 28.16	\$ 42.24	\$ 3,153.99	\$ 13,667.29
Airport Secured West Checkpoint	168	15.45	\$ 25.30	\$ 37.95	\$ 4,250.30	\$ 18,417.94
Airport Secured North Checkpoint	168	15.45	\$ 25.30	\$ 37.95	\$ 4,250.30	\$ 18,417.94
Airport Vehicle Traffic Controller AM	224	15.45	\$ 25.30	\$ 37.95	\$ 5,667.06	\$ 24,557.26
Airport Vehicle Traffic Controller PM	168	15.45	\$ 25.30	\$ 37.95	\$ 4,250.30	\$ 18,417.94
Terminal Rover	0	15.45	\$ 25.30	\$ 37.95	\$ -	\$ -
TNC Coordinator (As needed)*	0		\$ 25.30	\$ 37.95	\$ -	\$ -
<b>TOTAL Hours</b>	<b>840.00</b>					\$ -
<b>*Budget may adjust based on weekly requested hours including holiday and operational needs.</b>					<b>\$21,571.94</b>	<b>\$93,478.38</b>



**Hollywood Burbank Airport  
Traffic  
2021 Pricing**

<b>Added Positions</b>						
NAME	WEEKLY HOURS	Current Pay	Regular Hourly Rate	HOLIDAY RATE	WEEKLY	MONTHLY
Airport Vehicle Traffic Controller PM (EXT)	16	15.45	\$ 25.30	\$ 37.95	\$ 404.79	\$ 1,754.09
Airport Vehicle Traffic Controller PM	56	15.45	\$ 25.30	\$ 37.95	\$ 1,416.77	\$ 6,139.31
Terminal Rover	7	15.45	\$ 25.30	\$ 37.95	\$ 177.10	\$ 767.41
<b>TOTAL Hours</b>	<b>79.00</b>					\$ -
<b>*Budget may adjust based on weekly requested hours including holiday and operational needs.</b>					<b>\$1,998.65</b>	<b>\$8,660.82</b>

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
AUGUST 16, 2021**

**COMMITTEE PENDING ITEMS**

**Future**

1. Award of Contract – Parking Lot Improvements
2. Amendment to PSA: Airport Consumer Item Inspection Services
3. Amendment of Contract; EMT Training; Contract Extension – UCLA Healthcare
4. Award of Contract DVSS Extension
5. Award of Design Contract – Rwy
6. Award of Contract – CUPPS Rehabilitation Project - SITA