



September 16, 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, September 20, 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, September 20, 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.*

## A G E N D A

Monday, September 20, 2021

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes
  - a. August 16, 2021 *[See page 1]*
5. Items for Approval
  - a. Amendment No. 1 to Inspection Services Reimbursement Agreement and Amendment No. 2 to Professional Services Agreement for Consumer Goods Inspections *[See page 3]*

***Staff seeks the recommendation of the Operations and Development Committee to the Commission for approval of Amendment No. 1 to the Inspection Services Reimbursement Agreement between MCS Burbank LLC ("MCS"), HG Burbank JV ("Hudson"), and the Authority. MCS and Hudson have agreed to a revised cost-sharing formula for the security inspection of airport consumer goods. Under the proposed amendment, MCS and Hudson will split the cost equally for these services. The proposed amendment also provides that, if either MCS or Hudson requests additional service outside of the set hours that are mutually agreed upon, then the requesting party will be solely responsible for the entire cost of those additional hours.***

***Staff also seeks approval of Amendment No. 2 to the Professional Services Agreement ("Inspection Agreement") with Universal Protection Service LLP dba Allied Universal ("Allied Universal") for these inspection services. The proposed amendment will add \$15,000 to the current authorization of \$113,568 to cover the remainder of the contract term through October 31, 2021, for a total of \$128,568.***

***In order to implement the revised conditions for these inspection services as soon as possible, subject to the recommendation from the Committee, this item has also been placed on the Commission's agenda for its consideration immediately following the Committee's meeting.***

- b. First Amendment to Services Agreement with the Regents of the University of California, on behalf of the UCLA Center for Prehospital Care, for EMT Continuing Education and Quality Improvement Care *[See page 9]*

***Staff seeks the recommendation of the Operations and Development Committee ("Committee") to the Commission to approve a First Amendment ("Amendment") to the Services Agreement ("Agreement") with The Regents of***

***the University of California, on behalf of the UCLA Center for Prehospital Care, for emergency medical technician continuing education and quality improvement care. The Amendment will extend the term of the Agreement by two years at a cost of \$24,245 per year with annual CPI adjustments starting in October 2022.***

***Due to the need to continue this education program without interruption, subject to the Committee's recommendation, this item has also been placed on the Commission agenda for its consideration immediately following the Committee's meeting.***

- c. Transit Station Access License ***[See page 13]***  
Los Angeles County Metropolitan Transportation Authority

***Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission for approval of a proposed Transit Station Access License with the Los Angeles County Metropolitan Transportation Authority for its Metro Micro rideshare service.***

***This item, subject to the recommendation of the Committee, has been also placed on the Commission's agenda for its meeting immediately following the Committee's meeting.***

- d. First Extension Option ***[See page 18]***  
Airport Conveyance Equipment Services Agreement  
Elevators Etc., LP

***Staff seeks a recommendation from the Operations and Development Committee to the Commission to authorize the exercise of the first of two one-year extension options for the Airport Conveyance Equipment Services Agreement with Elevators Etc., LP.***

6. Items for Information

- a. Committee Pending Items ***[See page 23]***

7. Adjournment

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

**MONDAY, AUGUST 16, 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 8:33 a.m., by Commissioner Brown.

## 1. ROLL CALL

**Present:** Commissioners Devine, Hampton (via teleconference) and Brown

**Absent:** None

**Also Present:** Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Ray Hunting, Manager, Airport Security; Tom Janowitz, Senior Manager, Ground Access; Sumire Spurlock, Manager, Safety Management System

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

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

#### 4. Approval of Minutes

**a. July 19, 2021** Commissioner Devine moved approval of the minutes of the July 19, 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 (3-0).

## 5. Items for Approval

<p><b>a. Award of License Agreement County of Los Angeles</b></p>	<p>Staff sought a 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.</p>
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<b>Motion</b>	Commissioner Devine moved approval of Staff's recommendation, seconded by Commissioner Brown.
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**Motion Approved**                      There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).

**b. Allied Universal Contract Amendment**

Staff sought a 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 by a not-to-exceed amount of \$125,000. In October 2020, the Commission approved a one-year extension of this PSA for \$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, and to maintain a consistent flow of traffic and ensure pedestrian safety on the Airport roads, Staff recommended that the current appropriation be increased for the remainder of the extension period.

**Motion**

Commissioner Devine 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. Valet Parking Operation**

Staff informed the Committee that 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**

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 8:49 a.m.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
SEPTEMBER 20, 2021**

**AMENDMENT NO. 1 TO  
INSPECTION SERVICES REIMBURSEMENT AGREEMENT  
AND  
AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT FOR CONSUMER GOODS INSPECTIONS**

Presented by Ray Hunting  
Manager, Airport Security

**SUMMARY**

Staff seeks the recommendation of the Operations and Development Committee (“Committee”) to the Commission for approval of Amendment No. 1 to the Inspection Services Reimbursement Agreement (“Reimbursement Agreement”) between MCS Burbank LLC (“MCS”), HG Burbank JV (“Hudson”), and the Authority. MCS and Hudson have agreed to a revised cost-sharing formula for the security inspection of airport consumer goods. Under the proposed amendment, MCS and Hudson will split the cost equally for these services. The proposed amendment also provides that, if either MCS or Hudson requests additional service outside of the set hours that are mutually agreed upon, then the requesting party will be solely responsible for the entire cost of those additional hours.

Staff also seeks approval of Amendment No. 2 to the Professional Services Agreement (“Inspection Agreement”) with Universal Protection Service LLP dba Allied Universal (“Allied Universal”) for these inspection services. The proposed amendment will add \$15,000 to the current authorization of \$113,568 to cover the remainder of the contract term through October 31, 2021, for a total of \$128,568.

In order to implement the revised conditions for these inspection services as soon as possible, subject to the recommendation from the Committee, this item has also been placed on the Commission’s agenda for its consideration immediately following the Committee’s meeting.

**BACKGROUND**

Due to the changes in passenger activity from the COVID-19 pandemic, service levels were adjusted to address the timing and hours needed for consumer good inspection services. Based on these adjustments, MCS (the food and beverage concessionaire) and Hudson (the news and gifts concessionaire) concluded that a more equitable cost-sharing formula is appropriate resulting in the proposed Amendment.

In 2018, Staff held discussions with representatives of the Transportation Security Administration (“TSA”), MCS, Hudson, and Allied Universal. The result of these discussions determined that removing the TSA consumer item inspections at the passenger security checkpoints and implementing a separate inspection service program would improve operational efficiency and still meet the security inspection requirements for consumer goods destined for retail sale at locations past the security checkpoints. Previously the TSA undertook all screening of consumer

items in addition to concessionaire employees at the security checkpoints. These inspections conducted at the security checkpoints involved significant resources and space from TSA that impacted passengers processing through security screening. The new approach allows the concessionaires to better plan their respective deliveries to provide a higher number of goods to passengers without obstructing the flow of passengers through the security checkpoints.

The airport consumer item inspection services necessary to meet TSA regulatory compliance requirements are as follows:

- (i) Consumer items are identified as any merchandise and consumables that are for sale and/or use by passengers within the Sterile Area;
- (ii) All consumer items that enter into the Sterile Area must be inspected to ensure they do not contain any prohibited items; and
- (iii) It is the responsibility of the security personnel approved by the Authority to conduct the inspection of all consumer items and to allow entry to only approved badge holders into the Sterile Area.

Based on this agreed-upon approach, separate discussions were held with representatives of MCS and Hudson regarding the cost and reimbursement of these services provided by Allied Universal. This resulted in the Reimbursement Agreement, specifying the inspections services be performed 16 hours per day with MCS responsible for 69% of the cost and Hudson 31%. On October 15, 2018, the Commission approved the Reimbursement Agreement.

The proposed amendment revises the cost-sharing formula to 50% share each between MCS and Hudson.

#### BUDGET IMPACT

There is no budget impact for these additional funds as the cost of inspection services is fully reimbursed by MCS and Hudson.

The consumer good inspection services performed by Allied Universal are under the oversight of the Authority's Security Department. The request for additional appropriations is estimated to fund these services through October 31, 2021, the expiration date of the Inspection Agreement with Allied Universal. Staff will return in October with a proposed Amendment No. 3 to extend the term.

#### STAFF RECOMMENDATION

Staff seeks the recommendation of the Committee to the Commission to approve additional appropriations in the amount of \$15,000 for Allied Universal and approve the proposed amendments and authorize the Authority President to execute the same.



**AMENDMENT NO. 1 TO  
INSPECTION SERVICES REIMBURSEMENT AGREEMENT  
(Burbank-Glendale-Pasadena Airport Authority / MCS Burbank / HG Burbank JV)**

THIS AMENDMENT NO. 1 ("First Amendment") to the October 1, 2018 Inspection Services Reimbursement Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, MCS Burbank, LLC ("MCS"), a Nevada limited liability company, and HG Burbank JV ("HG"), a California general partnership comprised of Hudson Group Retail, LLC, a Delaware limited liability company, and Stewart Manhattan Investments, Inc., a California corporation, is dated August 16, 2021 for reference purposes.

**RECITALS**

A. The parties executed the Agreement to provide for the Authority's retention of an independent contractor, at the cost of MCS and HG, to provide airport consumer item inspections for MCS' and HG's respective concessions.

B. The parties desire to amend the Agreement to: (i) revise the cost sharing formula; and (ii) update the Authority's point of contact.

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

**1. Amendment of Section 2.** Section 2 ("Reimbursement") of the Agreement is amended to read as follows:

**"2. Reimbursement.**

A. Shared Services. On a monthly basis, the Authority shall separately invoice MCS and HG for reimbursement of the Authority's payments under the Allied Universal Agreement for shared airport consumer item inspection services during the prior calendar month. MCS and HG shall equally (50%-50%) share the cost of such services and shall remit the reimbursement within 30 days of the invoice date.

B. Extra Services. By individually sending a notice to the Authority, MCS or HG may request extra airport consumer item inspection services to be performed only for its concessions. On a monthly basis, the Authority shall invoice the party requesting extra airport consumer item inspection services for reimbursement of the Authority's payments under the Allied Universal Agreement for such services during the prior calendar month. The party requesting extra airport consumer item inspection services shall be solely responsible for the cost of such services and shall remit the reimbursement within 30 days of the invoice date. If the other party subsequently uses the extra airport consumer item inspection services, then such services shall be treated as shared services and the parties shall share the cost as specified in paragraph (A) above.

C. Adjustments. By jointly sending a notice to the Authority, MCS and HG may: (i) direct the Authority to adjust the number of hours per day that airport consumer item inspections are performed for their respective concessions; or (ii) revise their cost sharing formula for reimbursement of the Authority's payment for the airport consumer item inspections. The Authority shall have no obligation to make such an hours adjustment, or to invoice based on a revised cost sharing formula, unless it has received a joint notice from MCS and HG pursuant to this Agreement."

2. **Amendment of Section 3.** Section 3 ("Notices") of the Agreement is amended by revising the Authority's contact information to read as follows:

"Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Raymond Hunting E-mail: rhunting@bur.org"


3. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

4. **Effective Date.** This First Amendment shall be effective upon execution.

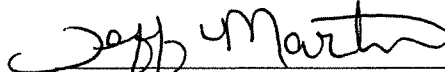
5. **Preservation of Agreement.** Except as expressly modified by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

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

MCS Burbank, LLC

  
\_\_\_\_\_  
Vice President

HG BURBANK JV

  
\_\_\_\_\_  
Regional Vice President

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
President

Approved as to form:

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

**AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / Allied Universal)

THIS AMENDMENT NO. 2 ("Second Amendment") to the October 15, 2018 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 September 20, 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 consumer item inspection services.
- B. The parties executed an October 19, 2020 Amendment No. 1 ("First Amendment") to the Agreement 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 increase the contract amount.

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

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

"(B) 'Contract Amount': Four Hundred Fifty Thousand Fifty-Two Dollars and Eighty Cents (\$450,052.80)."

- 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 the Base Period 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 Amount. In no event shall the compensation payable to Consultant for the Services during the Extension Period exceed One Hundred Twenty-eight Thousand Five Hundred Sixty-Eight Dollars (\$128,568)."

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

**TO EXECUTE THIS SECOND 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

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
SEPTEMBER 20, 2021**

**FIRST AMENDMENT TO SERVICES AGREEMENT  
WITH  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF THE UCLA  
CENTER FOR PREHOSPITAL CARE  
FOR  
EMT CONTINUING EDUCATION AND QUALITY IMPROVEMENT CARE**

Presented by Chief Tom Lenahan  
Airport Fire Chief

**SUMMARY**

Staff seeks the recommendation of the Operations and Development Committee ("Committee") to the Commission to approve a First Amendment ("Amendment"), copy attached to the Services Agreement ("Agreement") with The Regents of the University of California, on behalf of the UCLA Center for Prehospital Care ("UCLA"), for emergency medical technician ("EMT") continuing education and quality improvement care. The Amendment will extend the term of the Agreement by two years at a cost of \$24,245 per year with annual CPI adjustments starting in October 2022.

Due to the need to continue this education program without interruption, subject to the Committee's recommendation, this item has also been placed on the Commission agenda for its consideration immediately following the Committee's meeting.

**DESCRIPTION**

UCLA is the leading emergency and prehospital academic center on the West Coast. Founded in 1988, UCLA designs, develops, and offers medical education and quality improvement programs to meet the needs of the prehospital community and conducts research to advance the emergency medical services ("EMS") industry. For over 30 years, UCLA has delivered state-of-the-art education to law enforcement, firefighters, EMTs, paramedics, registered nurses, medical students, medical residents and physicians.

**DETAILS**

The Commission approved the Agreement on October 1, 2018 and the contract is set to expire on September 30, 2021. The program uses the foundation where educators work within the chain of command structure in the Airport Fire Department ("AFD") and deliver continuing education, perform quality improvement, and support AFD in delivering outstanding patient care for their community.

This is done through a collaborative process where the EMS Educator regularly meets with the EMS Coordinator/Captain to discuss short and long-term department plans, performance on quality indicators, and educational strategies. The EMS Educator

establishes himself/herself as a resource immersed in the culture of the AFD to earn the trust and support of department personnel. This provides the platform for the EMS Educator to provide informal education, formal continuing education sessions, field ride-along observation and the tracking of quality indicators. These activities are summarized in quality improvement meetings with the AFD's leadership and participating department members. The EMS Educator supports the department's mission in delivering high quality prehospital care services by collaborating with key members of the AFD's leadership team (EMS Captain, Fire Chief and Assistant Chief) and serving as a resource to deliver and manage the continuing education and quality improvement program for the department.

The proposed Amendment will extend the term of the Agreement by two years. UCLA will deliver the Fire Department EMS Educator Service for an annual cost not-to-exceed \$24,245, with an annual CPI adjustment starting October 2022. For this fee, the EMS Educator will be scheduled at the Airport for three eight-hour shifts three days every other month and shall include additional offsite meetings, preparation time and mentoring time by UCLA. The actual working schedule will be arranged and subject to the mutual agreement of the department and UCLA.

Since partnering with UCLA beginning in 2018, the Airport Fire Department has elevated its level of EMT skills.

#### FUNDING

Funding for this training program is included in the adopted FY 2022 budget and will be requested in subsequent budget years should the program be continued.

#### STAFF RECOMMENDATION:

Staff seeks the Committee's recommendation to the Commission that it approve the proposed Amendment and authorization for the Authority President to execute the same.

## FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT to the October 1, 2018 Services Agreement made and entered into by and between The Regents of the University of California on behalf of the UCLA Center for Prehospital Care ("UCLA") and the Burbank-Glendale-Pasadena Airport Authority ("Authority") is dated September 20, 2021 for reference purposes with reference to the following:

- A. The parties executed the Agreement under which UCLA provides an educator to conduct continuing education programs and quality improvement services for the Authority for a period of three (3) years, commencing on October 1, 2018 and ending on September 30, 2021.
- B. The parties desire to extend the term of the Agreement and provide for certain other changes by this First Amendment.

NOW, THEREFORE, it is mutually agreed to by and between the parties, as follows:

- 1. Section 4.1 of Article 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"4.1 The term of this Agreement shall be for a total of five (5) years, from October 1, 2018 through September 30, 2023."

- 2. Section 6.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"6.1 **Compensation for Services.** Authority agrees to compensate UCLA for the services provided by the Educator(s) under this Agreement. Authority agrees to pay UCLA the amount of \$24,245.29 per year for the Services covered under this Agreement. UCLA shall bill the Authority in the amount of \$2,020.44 monthly. Commencing October 1, 2022, on each anniversary of the effective date of the Agreement, UCLA may increase the cost of services by no more than 5% per year to cover increases in the cost of services. Authority shall pay the amount due within thirty (30) days of receipt of the invoice from UCLA."

- 3. Section 6.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"6.2 **Compensation for Additional Services.** Authority agrees to compensate UCLA for additional services referred to in Section 1.4 requested by the Fire Chief and approved by UCLA at an approved billable rate (currently \$90.00 per hour). The approved rate will be shared with Authority annually by June 30 for implementation October 1."

4. All other terms and conditions of the Agreement shall remain unchanged, and except as expressly modified by this First Amendment, the Agreement shall remain in full force and effect.

5. This First Amendment may be executed by the parties in any number of separate counterparts, taken together which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment effective as of October 1, 2021.

By: The REGENTS OF THE UNIVERSITY  
OF CALIFORNIA on behalf of the UCLA  
Center for Prehospital Care /

By: W. H. H.

Charles Hajek

Executive Director of Finance

Date: 9/14/21

By: BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY

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

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

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

Date: \_\_\_\_\_



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
SEPTEMBER 20, 2021**

**TRANSIT STATION ACCESS LICENSE  
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

Presented by Scott Kimball  
Deputy Executive Director,  
Operations, Business, Procurement and Safety

**SUMMARY**

Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission for approval of a proposed Transit Station Access License (“License”) with the Los Angeles County Metropolitan Transportation Authority (“Metro”) for its Metro Micro rideshare service.

This item, subject to the recommendation of the Committee, has been also placed on the Commission’s agenda for its meeting immediately following the Committee’s meeting.

**BACKGROUND**

Metro is a transportation agency that serves as a transportation planner, coordinator, designer, builder, and operator for one of the country’s largest and most populous counties. Its mission is to provide a world-class transportation system that enhances quality of life for all who live, work, and play within Los Angeles County.

Metro reached out to staff seeking a License to access the passenger terminal loop roadway and Regional Intermodal Transportation Center (“RITC”) transit station for the purpose of providing additional public transit services to the Airport’s passengers arriving to and from via Metro’s new on-demand rideshare service, Metro Micro. The proposed License is based on the template approved by the Commission in 2014 and incorporates an indemnification provision clarification requested by Metro. Specifically, Section 3 has been modified to expressly state that Metro is not responsible for claims arising from acts of the Authority or its contractors.

This rideshare service is currently available in Watts/Willowbrook, LAX/Inglewood, North Hollywood/Burbank, Compton/Artesia, El Monte, Highland Park/Eagle Rock/Glendale and Altadena/Pasadena/Sierra Madre. In Fall 2021, services will also include Northwest San Fernando Valley and UCLA/Westwood/Century City.

This License is a no-fee, non-exclusive and revocable license solely for the purpose of providing public transit services to the Airport’s passengers through Metro’s Metro Micro rideshare service.

This License shall commence immediately upon execution and shall remain in effect until terminated.

#### DETAILS

Key components of the proposed License are:

Premises: Access to the Terminal Loop Roadway and RITC Transit Station

Use: Provide additional public transit services for passengers

Term: Month-To-Month

Termination: Upon written notice

Other: Executive Director shall have the ability to remove, add or relocate locations designated for Metro's use at any time in his/her sole discretion

#### REVENUE IMPACT

The proposed transaction is revenue neutral as it is a no-fee license.

#### STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission that it approve the proposed License with Metro and authorization for the Authority President to execute the same.

## TRANSIT STATION ACCESS LICENSE

THIS TRANSIT STATION ACCESS LICENSE ("License") is dated \_\_\_\_\_, 2021 for reference purposes, and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Licensor"), a California joint powers agency, and the Los Angeles County Metropolitan Transportation Authority ("Licensee").

### RECITALS

- A. Licensor is the owner and operator of the Bob Hope Airport commonly known as Hollywood Burbank Airport ("Airport"), which includes a passenger terminal and a Regional Intermodal Transportation Center ("RITC") with a ground level bus transit station.
- B. Licensee is a provider of public transit services.
- C. The parties seek to facilitate additional public transit services for persons arriving at or departing from the Airport.

NOW, THEREFORE, the parties agree as follows:

#### 1. Term.

This License shall commence upon execution and shall remain in effect until terminated. Either party may terminate this License upon written notice to the other party.

#### 2. License Scope.

- 2.1 Licensor grants Licensee a no-fee, non-exclusive, and revocable license to access the passenger terminal loop roadway and RITC transit station for the purpose of providing public transit services through Licensee's Metro Micro ride service to persons arriving at or departing from the Airport. Licensor shall notify Licensee in writing of the exact locations designated for Licensee's use, and Licensor may modify such locations at any time in its sole discretion. This License does not authorize Licensee to access the Airport for any other Licensee service.
- 2.2 Licensee shall comply with applicable laws and Licensor's rules regarding access to the passenger terminal and use of the RITC transit station.
- 2.3 Licensor reserves the right to close all or any portion of the passenger terminal and/or RITC transit station for maintenance, repair, improvement, or replacement, or due to emergency.

#### 3. Indemnification.

Licensee shall defend, hold harmless and indemnify Licensor and its officers and employees (collectively, "the Indemnitees") from any and all demands, claims, actions, proceedings, causes of action, damages, judgments, awards, settlement amounts,

penalties, fines, assessments, charges, fees, forfeitures, losses, liabilities, obligations, costs and expenses (collectively, "claims") arising out of, pertaining to, or relating to Licensee's use of the passenger terminal loop roadway and/or RITC transit station, except to the extent such claims arise out of negligence, recklessness, or willful misconduct by Licensor or any of its officers, employees, agents or contractors. Licensee shall defend the Indemnitees in any action or actions filed in connection with any such claims with counsel of Licensor's choice, and shall pay all costs and expenses (including actual attorney's fees) incurred in connection with such defense. Licensee's obligations under this section shall apply regardless of whether or not any insurance policy is determined to be applicable to the claim. Licensee's covenants under this section shall survive the termination of this License.

4. Waiver.

Licensee waives all claims against Licensor arising out of, pertaining to, or relating to: (i) the design, construction or condition of the passenger terminal and/or RITC; or (ii) termination of this License.

5. Miscellaneous.

5.1 In the event that either party shall commence legal action to enforce or interpret this License, the venue for litigation shall be Los Angeles County, California. The interpretation of this License 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.

5.2 This License is supplemental to, and does not amend or otherwise effect, the August 25, 2014 Transit Station Access License executed by the parties. This License represents the entire and integrated contract between the parties with respect to Licensee's access to the passenger terminal, its loop roadway and/or RITC transit station for public transit services purposes through Licensee's Metro Micro ride service. This License supersedes all prior oral or written negotiations, representations and contracts related to such subject. This License 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 License.

**[SIGNATURES ON FOLLOWING PAGE]**

**TO EFFECTUATE THIS LICENSE**, the parties have caused their duly authorized representatives to execute this License by signing below.

LICENSOR

Burbank-Glendale-Pasadena Airport Authority

LICENSEE

Los Angeles County Metropolitan  
Transportation Authority

\_\_\_\_\_  
Executive Director

ATTEST:

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  


**John T. Potts**  
**Executive Officer**  
**Real Estate**  
**LA Metro**

APPROVED AS TO FORM:

\_\_\_\_\_  
General Counsel

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
SEPTEMBER 20, 2021**

**FIRST EXTENSION OPTION  
AIRPORT CONVEYANCE EQUIPMENT SERVICES AGREEMENT  
ELEVATORS ETC., LP**

Presented by Anthony Defrenza  
Director, Engineering and Maintenance

**SUMMARY**

Staff seeks a recommendation from the Operations and Development Committee (“Committee”) to the Commission to authorize the exercise of the first of two one-year extension options for the Airport Conveyance Equipment Services Agreement (“Agreement”) with Elevators Etc., LP (“Elevators Etc”).

**BACKGROUND**

On December 10, 2018, the Commission awarded the Agreement to Elevators Etc for a three-year base period, at predetermined rates for monthly preventative maintenance services on all conveyance equipment located within the Airport which includes six elevators, two escalators and six moving walkways. The Agreement also defines hourly rates for on-call repair services as needed based upon a task-order basis. The three-year base contract period is scheduled to expire on November 30, 2021. The Agreement provides the Authority two one-year extension options. For each extension option exercised by the Authority, the Fee Schedule will increase based on the most recent previous 12-month period published Consumer Price Index (CPI) rate for all indices for Los Angeles County or by 5% whichever is less. If the proposed extension is approved by the Commission, then effective December 1, 2021, the annual cost for preventative maintenance will be increased by 4.0% increasing the annual cost from \$78,594 to \$81,738. The hourly rates for on-call repair services will also be increased by 4.0%. If the proposed extension is approved, the new expiration date of the Agreement will be November 30, 2022. A proposed notice to extend the Agreement with an updated Attachment G Price list is attached.

Elevators Etc remains in good standing with its obligations to the Authority and has maintained a satisfactory level of service throughout the initial contract period. The total cost of on-call repair services in the prior fiscal year was approximately \$74,000.

**BUDGET**

Appropriations for these services are included in the adopted FY 2022 budget.

**STAFF RECOMMENDATION**

Staff seeks the Committee’s recommendation to the Commission that it approve the first extension option and direct Staff to issue a notice to Elevators Etc.



October 18, 2021

Via e-mail

Mr. Chad Babcock  
General Manager  
**Elevators Etc., LP**  
4327 E. Cesar E Chavez Avenue  
Los Angeles, CA 90022

**Re: Airport Conveyance Equipment Services Agreement dated  
December 10, 2018 Exercise Extension Option Number 1**

Dear Mr. Chad Babcock:

I write on behalf of the Burbank-Glendale-Pasadena Airport Authority ("Authority") with reference to the December 10, 2018 Airport Conveyance Equipment Services Agreement ("Agreement") executed by the Authority and Elevators Etc., LP ("Elevators Etc."). Pursuant to Section 3.B. of the Agreement, the Authority has the option to exercise two contract extensions which would extend the term for one year at a time.

This letter serves as notice that, at its October 18, 2021 meeting, the Authority Commission approved the exercise of Extension Option 1, extending the term through November 30, 2022.

In accordance with Section 4.C., for each extension option exercised by the Authority, the Fee Schedule shall be increased based on the most recent previous 12-month period published Consumer Price Index (CPI) rate for all indices, Los Angeles County or by 5% whichever is less. As such, the values provided in the updated Fee Schedule table (attached) have been increased by 4.0% and will be effective December 1, 2021.

If you have any questions, please contact us at your convenience.

Anthony DeFrenza  
Director, Engineering and Maintenance

## UPDATED - ATTACHMENT G

### FEE SCHEDULE

#### Preventative Maintenance Services

UPDATED RATES FOR OPTION YEAR 1 (4.0% CPI INCREASE) EFFECTIVE 12/1/21 – 11/30/22

	CONVEYANCE & LOCATION	MONTHLY (12/YEAR)	ANNUAL (1/YEAR)	TOTAL ANNUAL PRICE
	<b>Elevators:</b>			
1	<i>Conveyance # 159273</i> Location: 2509 Hollywood Way Owner ID: RPS #1 Make: Hyundai	\$195.00 \$202.80	\$855.00 \$889.20	<del>\$3,195.00</del> <b>\$3,322.80</b>
2	<i>Conveyance # 159277</i> Location: 2509 Hollywood Way Owner ID: RPS #2 Make: Hyundai	\$195.00 \$202.80	\$855.00 \$889.20	<del>\$3,195.00</del> <b>\$3,322.80</b>
3	<i>Conveyance # 161941</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$195.00 \$202.80	\$855.00 \$889.20	<del>\$3,195.00</del> <b>\$3,322.80</b>
4	<i>Conveyance # 107757</i> Location: 2800 Clybourn Owner ID: MillionAir Make: Oliver & Williams	\$195.00 \$202.80	\$855.00 \$889.20	<del>\$3,195.00</del> <b>\$3,322.80</b>
5	<i>Conveyance # 044406</i> Location: 2627 Hollywood Way Owner ID: Kitchen Make: Oliver & Williams	\$195.00 \$202.80	\$855.00 \$889.20	<del>\$3,195.00</del> <b>\$3,322.80</b>
6	<i>Conveyance # 050314</i> Location :2627 Hollywood Way Owner ID: Parking Structure Make: Oliver & Williams	\$195.00 \$202.80	\$855.00 \$889.20	<del>\$3,195.00</del> <b>\$3,322.80</b>
	<b>Escalators:</b>			
7	<i>Conveyance # 161947</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$385.00 \$400.40	<del>\$2,628.00</del> \$2733.12	<del>\$7,248.00</del> <b>\$7,537.92</b>
8	<i>Conveyance # 161946</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$385.00 \$400.40	<del>\$2,628.00</del> \$2733.12	<del>\$7,248.00</del> <b>\$7,537.92</b>



**UPDATED - ATTACHMENT G**

**FEE SCHEDULE**

Á	CONVEYANCE & LOCATION	MONTHLY (12/YEAR)	ANNUAL (1/YEAR)	TOTAL ANNUAL PRICE
	<b>Moving Walkways:</b>			
9	<i>Conveyance #161912</i> Location: 2507 Hollywood WayÁ Owner ID: North Tower Make: OTIS	<del>\$405.00</del> \$421.20	<del>\$2,628.00</del> \$2,733.12	<del>\$7,488.00</del> <b>\$7,787.52</b>
10	<i>Conveyance # 161913</i> Location: 2507 Hollywood WayÁ Owner ID: North Tower Make: OTIS	<del>\$405.00</del> \$421.20	<del>\$2,628.00</del> \$2,733.12	<del>\$7,488.00</del> <b>\$7,787.52</b>
11	<i>Conveyance # 161914</i> Location: 2507 Hollywood WayÁ Owner ID: North Tower Make: OTIS	<del>\$405.00</del> \$421.20	<del>\$2,628.00</del> \$2,733.12	<del>\$7,488.00</del> <b>\$7,787.52</b>
12	<i>Conveyance # 161915</i> Location: 2507 Hollywood WayÁ Owner ID: North Tower Make: OTIS	<del>\$405.00</del> \$421.20	<del>\$2,628.00</del> \$2,733.12	<del>\$7,488.00</del> <b>\$7,787.52</b>
13	<i>Conveyance # 161916</i> Location: 2507 Hollywood WayÁ Owner ID: North Tower Make: OTIS	<del>\$405.00</del> \$421.20	<del>\$2,628.00</del> \$2,733.12	<del>\$7,488.00</del> <b>\$7,787.52</b>
14	<i>Conveyance # 161917</i> Location: 2507 Hollywood WayÁ Owner ID: North Tower Make: OTIS	<del>\$405.00</del> \$421.20	<del>\$2,628.00</del> \$2,733.12	<del>\$7,488.00</del> <b>\$7,787.52</b>
	<b>TOTAL MAINTENANCE PRICE:</b>	<del>\$4,370.00</del> <b>\$4,544.80</b>	<del>\$26,154.00</del> <b>\$27,200.16</b>	<del>\$78,594.00</del> <b>\$81,737.76</b>

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(continued)

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**UPDATED - ATTACHMENT G**

**FEE SCHEDULE**

**On-Call Repair Services and Emergency Repair Services  
Labor Rates and Materials & Parts Mark-Up**

<b>Labor Rates</b>				
#		<b>Rates / Hour</b>		
		<b>Foreman</b>	<b>Journeyman</b>	<b>Apprentice</b>
1	Standard Time	<del>\$258.00</del> \$268.32	<del>\$258.00</del> \$268.32	<del>\$180.00</del> \$187.20
2	Overtime (1.5)	<del>\$437.00</del> \$454.48	<del>\$437.00</del> \$454.48	<del>\$306.00</del> \$318.24
3	Double Time (Weekends and Holidays)	<del>\$515.00</del> \$535.60	<del>\$515.00</del> \$535.60	<del>\$360.00</del> \$374.40
4	Emergency Service Calls	SEE ABOVE		

**Other Terms:**

1. All parts/materials must be OEM or a previously Authority-approved equivalent. Invoices presented (which include reimbursable materials) shall be accompanied by fully supported and documented receipts. No "inventoried" parts shall be reimbursable unless a parts list accompanies the Fee Schedule at bid due date. Contractor may mark-up materials used on hourly work (not part of the standard maintenance scheduled work) by 10% (NTE 10%).
2. All Unit Prices shall be inclusive of all labor, standard inventoried parts, consumable tools, equipment, travel and fuel (sur)charges, general and administrative support and fees, overhead and profit, and all taxes.
3. Hourly rates shall be inclusive of all labor, consumable tools, travel and fuel (sur)charges, general administrative support, overhead and profit and all taxes.

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All listed prices shall be firm, fixed price for the three (3) year base term. For each extension option exercised by the Authority, the Fee Schedule shall be increased based on the most recent previous twelve-month period published Consumer Price Index (CPI) rate for all indices, Los Angeles County or by 5%, whichever is less.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
SEPTEMBER 20, 2021**

**COMMITTEE PENDING ITEMS**

**Future**

1. Award of Contract – Parking Lot Improvements
2. Award of Contract – Flock Safety (ALRP System Replacement)
3. Award of Contract – CUPPS Rehabilitation Project - SITA
4. Award of Contract – DVSS Extension
5. Parking Rate Increase/Staffing Increase-SP+ (Valet and Remote Parking Lot A)
6. Award of Design Contract – Pavement Rehabilitation
7. Award of Contract – Airfield Lighting Vault Construction