



February 17, 2022

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

The Airport Authority administrative offices will be closed on Monday, February 21, 2022, in observance of President's Day. Therefore, the regular meeting of the Burbank-Glendale-Pasadena Airport Authority scheduled for Monday, February 21, 2022, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, CA 91505, has been cancelled.

NOTICE is hereby given that a special meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Tuesday, February 22, 2022, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, CA 91505.

Pursuant to Government Code Section 54953(e), members of the Commission may participate in this meeting via teleconference. In the interest of maintaining appropriate social distancing, a physical location is not being provided for the public to attend or comment. Members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

*Dial In: (818) 862-3332*

A handwritten signature in black ink, appearing to read "Terri Williams".

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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Airport Skyroom

Special Meeting of Tuesday, February 22, 2022

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.*



*When in-person attendance or participation at meetings of the Commission is allowed, members of the public are requested to observe the following rules of decorum:*

- *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.*

# A G E N D A

Tuesday, February 22, 2022

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
5. CONSENT CALENDAR
  - a. Committee Minutes  
(For Note and File)
    - 1) Operations and Development Committee  
(i) January 18, 2022 ***[See page 1]***
    - 2) Finance and Administration Committee  
(i) January 18, 2022 ***[See page 3]***
    - 3) Legal, Government and Environmental Affairs Committee  
(i) January 18, 2022 ***[See page 6]***
  - b. Commission Minutes  
(For Approval)
    - 1) February 7, 2022 ***[See page 9]***
  - c. Treasurer's Report
    - 1) November 2021 ***[See page 16]***
  - d. AB 361 Findings for Special Brown Act Requirements  
for Teleconference Meetings ***[See page 40]***
6. ITEMS FOR COMMISSION APPROVAL
  - a. Presentation of Fiscal Year 2021 Financial Statements and  
Analysis of Financial Results ***[See page 42]***
  - b. Fleet Maintenance Services Agreement Extension  
Keolis Transit Services, LLC. ***[See page 49]***
  - c. Award of Contract to MV Transportation, Inc. for  
Courtesy Shuttle Services ***[See page 51]***

- d. Award of Insurance Brokerage Services Agreement ***[See page 54]***
- e. Amendment No. 4 to Concession and Lease Agreement  
HG Burbank JV dba Hudson Group Retail, LLC. ***[See page 68]***
- f. Fourth Amendment to Ground Development Lease  
Harbor Freight Tools USA, Inc. ***[See page 75]***
- g. Staff Increase – Operations Support Specialist ***[See page 80]***

7. ITEMS FOR COMMISSION INFORMATION

- a. Presentation – Replacement Passenger Terminal Charrette Process
- b. Financial Performance Update  
First Six Months of FY 2022

8. EXECUTIVE DIRECTOR COMMENTS

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

10. ADJOURNMENT



## COMMISSION NEWSLETTER

Tuesday, February 22, 2022

*[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 special meeting of January 18, 2022; approved minutes of the Finance and Administration Committee special meeting of January 18, 2022; and approved minutes of the Legal, Government and Environmental Affairs Committee special meeting of January 18, 2022, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. Draft minutes of the regular meeting of the February 7, 2022, Commission meeting are attached for the Commission's review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for November 2021 is included in the agenda packet. At its meeting on February 7, 2022, the Finance and Administration Committee voted unanimously (2-0, 1 absent) to recommend that the Commission note and file this report.
- d. AB 361 FINDINGS FOR SPECIAL BROWN ACT REQUIREMENTS FOR TELECONFERENCE MEETINGS. A staff report is included in the agenda package. Staff has placed this item on the agenda to give the Commission an opportunity to make the monthly findings specified in AB 361 (2021) for special Brown Act requirements for teleconference meetings. These special requirements give local public agencies greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees.

### 6. ITEMS FOR COMMISSION APPROVAL

- a. PRESENTATION OF FISCAL YEAR 2021 FINANCIAL STATEMENTS AND ANALYSIS OF FINANCIAL RESULTS. A staff report is included in the agenda packet. The Authority's independent auditor, Macias Gini & O'Connell LLP has completed its audit of the Burbank-Glendale-Pasadena Airport Authority fiscal year 2021 financial statements. Enclosed with this staff report is a copy of the audited Basic Financial Statements for the fiscal years ended June 30, 2021 ("FY 2021") and 2020 ("FY 2020"). Also enclosed are copies of the audited Single Audit Reports (audit of federal grant programs), Passenger Facility Charge Compliance Report, Customer Facility Charge Compliance Report, Independent Auditor's Report on Compliance with Section 6.05 of the Bond Indenture, and the Auditor's Required

Communications to the Authority Regarding the FY 2021 Audits. At its meeting on February 7, 2022, the Finance and Administration Committee voted unanimously (3-0) to that the Commission note and file these audit reports.

- b. **FLEET MAINTENANCE SERVICES AGREEMENT EXTENSION – KEOLIS TRANSIT SERVICES, LLC.** A staff report is included in the agenda packet. At its meeting on February 7, 2022, the Operations and Development Committee voted (2–0) to recommend that the Commission authorize a one-year extension of the Fleet Maintenance Services Agreement with Keolis Transit Services, LLC.
- c. **AWARD OF CONTRACT TO MV TRANSPORTATION, INC. FOR COURTESY SHUTTLE SERVICES.** A staff report is included in the agenda packet. At its meeting on February 7, 2022, the Operations and Development Committee voted (2–0) to recommend that the Commission award a Courtesy Shuttle Services Agreement to MV Transportation, Inc. for courtesy shuttle services (utilizing a CNG fleet) between Airport Parking Lots A, C, and Employee Lot to and from the Airport Terminal for a fixed-price monthly fee of \$234,797.61, plus the cost of fuel. The term of the proposed agreement is for a ten-month period from March 1, 2022, through December 31, 2022. A Request for Proposals will be issued in the spring of CY 2022 for the purposes of complying with the Authority’s Air Quality Improvement Plan that requires fifty percent of the shuttle bus fleet serving the Airport be electrified by 2023.
- d. **AWARD OF INSURANCE BROKERAGE SERVICES AGREEMENT.** A staff report is included in the agenda packet. At its meeting on February 7, 2022, the Finance and Administration Committee voted (3–0) to recommend that the Commission award an Insurance Brokerage Services Agreement to Willis Towers Watson Insurance Services West, Inc. for exclusive brokerage services of all Authority insurance policies for a three-year term, with two, one-year extension options available for exercise at the discretion of the Authority.
- e. **AMENDMENT NO. 4 TO CONCESSION AND LEASE AGREEMENT – HG BURBANK JV DBA HUDSON GROUP RETAIL, LLC.** A staff report is included in the agenda packet. At its meeting on February 7, 2022, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve a Fourth Amendment (“Amendment”) to the Concession and Lease Agreement with HG Burbank JV dba Hudson Group Retail, LLC, the News and Gift Concessionaire at Hollywood Burbank Airport. The proposed Amendment provides an additional 330 square feet of concession space in Terminal A to the “Glendale Crossings” retail shop, extends the term of the Agreement from May 31, 2025, to January 1, 2026, and provides for a month-to-month extension thereafter.
- f. **FOURTH AMENDMENT TO GROUND DEVELOPMENT LEASE – HARBOR FREIGHT TOOLS USA, INC.** A staff report is included in the agenda packet. At its meeting on February 7, 2022, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve a proposed Fourth Amendment (“Amendment”) of the Ground Development Lease with Harbor Freight Tools USA, Inc. The proposed Amendment extends the term of Lease for an additional five years to June 30, 2036.

- g. STAFF INCREASE – OPERATIONS SUPPORT SPECIALIST. A staff report is included in the agenda packet. At its meeting on February 7, 2022, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve a staff increase by one person to support the Authority’s Operations Department.

## 7. ITEMS FOR COMMISSION INFORMATION

- a. PRESENTATION – REPLACEMENT PASSENGER TERMINAL CHARRETTE PROCESS. No staff report attached. At the request of the Commission, Ms. Sue Georgino, Georgino Development, will review the “Community Design Vision for the Replacement Passenger Terminal” or “Charrette” process the Authority has completed as required under the Development Agreement between the City of Burbank and the Airport Authority.
- b. FINANCIAL PERFORMANCE UPDATE – FIRST SIX MONTHS OF FY 2022. No staff report attached. Staff will update the Commission with information regarding the financial results for the first six months of FY 2022.

*Approved February 7, 2022*

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

**TUESDAY, JANUARY 18, 2022**

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

**1. ROLL CALL**

**Present:** Commissioners Devine (via teleconference), Brown, and Hampton (Arrived at 8:36 a.m. via teleconference)

**Absent:** None

**Also Present:** John Hatanaka, Senior Deputy Executive Director; Edward B. Skvarna, Chief of Police; Airport Police Department and Director, Public safety

**2. Approval of Agenda**

The agenda was approved as submitted.

**3. Public Comment**

There were no public comments.

**4. Approval of Minutes**

**a. December 13, 2021**

Commissioner Devine (via teleconference) moved approval of the minutes of the December 13, 2021, special meeting seconded by Commissioner Brown. The motion was approved (2-0, 1 absent).

**5. Items for Approval**

**a. Automated License Plate Recognition System Service Agreement**

Staff sought a Committee recommendation to the Commission to award Flock Group, Inc. a two-year Service Agreement for an Automated License Plate Recognition System at a cost of \$22,500 per year plus a one-time installation fee of \$2,250 to replace the current system which has reached the end of its useful life.

**Motion**

Commissioner Devine (via teleconference) 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. 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 8:39 a.m.

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

**TUESDAY, JANUARY 18, 2022**

A special meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 10:30 a.m., by Commissioner Selvidge.

**1. ROLL CALL**

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

**Absent:** NONE

**Also Present:** Staff: John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; David Kwon, Director, Financial Services

Also present:  
James Wilkinson, Columbia Threadneedle Investments (via teleconference);  
Geoffrey Wheeler, Ricondo and Associates (via teleconference)

**2. Staff Announcement: AB 23**

The 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 Ovrom moved approval of the agenda, seconded by Commissioner Selvidge.

**Motion Approved**

There being no objection, a voice vote was taken. The motion was approved (3–0).

**4. Public Comment**

There were no public comments.

**5. Approval of Minutes**

**a. December 13, 2021**

Draft minutes for the December 13, 2021, Finance and Administration Committee special meeting were presented for approval.

**Motion**

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

**Motion Approved**

There being no objection, a voice vote was taken. The motion was approved (3–0).

At this point, Staff requested that Item No. 7 Items for Approval be addressed before Item No. 6 Treasurer's Report to facilitate the comments made by James Wilkinson of Columbia Threadneedle Investments who was participating via teleconference. Commissioner Selvidge concurred.

**7. Items for Approval**

**a. Proposed Resolution No. 493 Adopting the 2022 Authority Investment Policy**

Staff sought Committee recommendation to the Commission to adopt proposed Resolution No. 493 approving the 2022 Authority Investment Policy.

Staff introduced Jim Wilkinson of Columbia Threadneedle who participated via teleconference.

**Motion**

Commissioner Najarian moved approval; seconded by Commissioner Ovrom.

**Motion Approved**

There being no objection, a voice vote was taken. The motion was approved (3–0).

**6. Treasurer's Report**

**a. October 2021**

A copy of the Treasurer's Report for October 2021 was included in the agenda packet for review by the Committee.

**Motion**

Commissioner Ovrom moved approval; seconded by Commissioner Najarian.

**Motion Approved**

There being no objection, a voice vote was taken. The motion was approved (3–0).

**8. Items for Discussion**

**a. Replacement Passenger Terminal (RPT) Financing Update**

Staff introduced Geoffrey Wheeler of Ricondo and Associates who gave a presentation on the Infrastructure Investment and Jobs Act as it relates to possible funding for the Replacement Passenger Terminal.

After the presentation Commissioner Selvidge requested that future exhibits to documents submitted to the Committee should be printed in a larger format. The Commissioner also reiterated that in matters relating to the Replacement Passenger Terminal, he needs more information of how it is progressing.

Commissioner Ovrom voiced concern that Resolution No. 334, which dictates the administrative duties and responsibilities of the Standing Committees might need to be revisited. Commissioner Selvidge advised that President Devine, along with Authority Counsel, would be contacted to research this matter.

Commissioner Ovrom requested clarification on an issue from the Legal, Government and Environmental Affairs Committee regarding the position of the Executive Director. Staff advised that the matter would be brought to the attention of the Committee and to the Commission President.

Commissioner Ovrom also requested a follow up to the billing procedures of Anyone Collective, the company that handles Marketing for the Airport. Staff advised that Anyone Collective is scheduled to make a presentation at an upcoming meeting in February 2022.

## **9. Items for Information**

### **a. Committee Pending Items**

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

## **10. Adjournment**

There being no further business to discuss, the meeting was adjourned at 11:25 a.m.



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

**TUESDAY, JANUARY 18, 2022**

A special meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 10:36 a.m., by Commissioner Agajanian.

**1. ROLL CALL**

**Present:** Commissioners Agajanian, Williams and Gabel-Luddy (via teleconference)

**Absent:** None

**Also Present:** Staff: Scott Kimball, Deputy Executive Director, Business and Properties, SMS, Procurement, and Operations; John Hatanaka, Senior Deputy Executive Director (left the meeting at 10:40 a.m.); Patrick Lammerding, Deputy Executive Director, Planning and Development; Edward B. Skvarna, Chief of Police; Airport Police Department and Director, Public Safety, (left the meeting at 10:48 a.m.); Pamela Marcello, Senior Director, Government and Public Affairs (left the meeting at 10:48 a.m.)

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

**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.

At the request of the Senior Deputy Executive Director, Item No. 6.b. and 6.c. was taken after Item No. 3., Approval of Agenda.

**6. Items for Approval**

**b. Amendment No. 1 to Professional Services Agreement Conway Consulting, Ltd.** Staff sought a Committee recommendation to the Commission for approval of Amendment No. 1 to the Professional Services Agreement with Conway Consulting, Ltd., providing an expanded time and materials scope of services with an additional not-to-exceed funding authorization of \$134,000 through

June 30, 2022. The increase in funding authorization will provide for additional technical planning and support services anticipated to be required from Conway Consulting through the end of the fiscal year for Commission approved restart of the Replacement Passenger Terminal program.

**Motion**

Commissioner Gabel-Luddy moved approval of Staff's recommendation seconded by Commissioner Williams.

**Motion Approved**

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

**c. Airport Use Agreement  
Amendment and Airport Use and  
Facilities Operating Permit**

Staff sought a Committee recommendation to the Commission for approval of the following actions:

1. Proposed form of Airport Use Agreement Amendment, and,
2. Authorization for the Executive Director to execute the Amendment or an Airport Use and Facilities Operating Permit with the Airlines operating at the Airport.

**Motion**

Commissioner Williams moved approval of Staff's recommendation seconded by Commissioner Gabel-Luddy.

**Motion Approved**

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

**4. Public Comment**

There were no public comments.

**5. Approval of Minutes**

**a. December 13, 2021**

Commissioner Gabel-Luddy moved approval of the minutes of the December 13, 2021, special meeting, seconded by Commissioner Williams. There being no objection, a voice vote was taken to accommodate the Commissioners participating via teleconference. The motion was approved (3-0).

**6. Items for Approval (Continued)**

**a. Updated Automated License Plate  
Recognition System Policy**

Staff sought a Committee recommendation to the Commission for the adoption of an updated Automated License Plate Recognition System policy, governing how the data gathered by the system is accessed and managed by the Airport Police Department.

**Motion**

Commissioner Williams moved approval of Staff's recommendation seconded by Commissioner Gabel-Luddy.

**Motion Approved**

There being no objection, a voice vote was taken to accommodate the Commissioners participating via teleconference. The motion was 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. Closed Session**

The meeting recessed to closed session at 10:48 a.m. to consider the items listed on the closed session agenda, and to confer with legal counsel.

**a. 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)**

The meeting reconvened to open session at 11:14 a.m. with all three Commissioners present. No reportable action was taken on the presented item.

**9. Adjournment**

There being no further business, the meeting was adjourned at 11:15 a.m.

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

**MONDAY, FEBRUARY 7, 2022**

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 9:01 a.m., by Commissioner Devine.

**1. ROLL CALL**

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

**Absent:** NONE

**Also Present:** Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Edward B. Skvarna, Chief of Police, Airport Police Department and Director, Public Safety; Nerissa Sugars, Director, Marketing Communications and Air Service; Tom Janowitz, Senior Manager, Ground Access

Also Present:  
Michael Fiore, Co-Founder and Chief Brand Officer, Anyone Collective, LLC;  
Mark E. Kelley, Vice President, Sr. Project Manager, AECOM

**2. PLEDGE OF ALLEGIANCE**

Commissioner Ovrom led the Pledge of Allegiance.

**3. APPROVAL OF AGENDA**

The agenda was approved as presented.

**4. PUBLIC COMMENT**

There were no public comments.

With the recent retirement of Commissioner Don Brown, Commissioner Devine took this opportunity to thank him for his 20 years of service on the Airport Commission. A few of the other Commissioners also gave their thanks and well wishes, as well as Burbank Mayor Jess Talamantes who called in.

## **5. CONSENT CALENDAR**

Commissioner Ovrom requested he be given a copy of the final modified Resolution No. 492 and the memorandum detailing guidance to the Commissioners as mentioned in Item No. 5.b.1) Commission Minutes of January 18, regarding Item No. 5.c. of the Consent Calendar from that meeting.

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

#### **1) Operations and Development Committee**

- (i) **December 13, 2021**      Approved minutes of the December 13, 2021, Operations and Development Committee special meeting were included in the agenda packet for information purposes.

#### **2) Finance and Administration Committee**

- (i) **December 13, 2021**      Approved minutes of the December 13, 2021, Finance and Administration Committee special meeting were included in the agenda packet for information purposes.

#### **3) Legal, Government and Environmental Affairs Committee**

- (i) **December 13, 2021**      Approved minutes of the December 13, 2021, Legal, Government and Environmental Affairs Committee special meeting were included in the agenda packet for information purposes.

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

- 1) **January 18, 2022**      A copy of the draft minutes of the January 18, special meeting were included in the agenda packet for review and approval.

### **c. Treasurer's Report**

- 1) **October 2021**      At its special meeting on January 18, 2022, the Finance and Administration Committee reviewed the October 2021 Treasurer's Report and voted unanimously (3–0) to accept the report and recommend to the Commission for note and file.

### **d. Proposed Resolution No. 493 Adopting the 2022 Authority Investment Policy**

At its special meeting on January 18, 2022, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission adopt proposed Resolution No. 493 adopting the 2022 Authority Investment Policy.

**MOTION**

Commissioner Williams 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 (8–0).

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

NOES: NONE

ABSENT: NONE

**6. ITEMS FOR COMMISSION APPROVAL**

**a. Automated License Plate Recognition System Service Agreement**

At its special meeting on January 18, 2022, the Legal, Government and Environmental Affairs Committee voted unanimously (3–0) to recommend that the Commission award Flock Group, Inc. (“Flock”) a two-year Service Agreement for an Automated License Plate Recognition System costing \$22,500 per year, plus a one-time installation fee of \$2,250 to replace the current system which has reached the end of its useful life.

**MOTION**

Commissioner Agajanian moved approval; seconded by Commissioner Selvidge.

**MOTION APPROVED**

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (8–0).

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

NOES: NONE

ABSENT: NONE

**b. Updated Automated License Plate Recognition System Policy**

At its special meeting on January 18, 2022, the Legal, Government and Environmental Affairs Committee voted unanimously (3–0) to recommend that the Commission approve the adoption of an updated Automated License Plate Recognition System (“ALPRS”) governing how the data gathered by the system is accessed and managed by the Airport Police Department.

**MOTION**

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

**MOTION APPROVED**

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (8–0).

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

NOES: NONE

ABSENT: NONE

**c. Amendment No. 1 to Professional Services Agreement – Conway Consulting, Ltd.**

At its special meeting on January 18, 2022, the Legal, Government and Environmental Affairs Committee voted unanimously (3–0) to recommend that the Commission approve Amendment No. 1 to the Professional Services Agreement with Conway Consulting, Ltd. (“Conway Consulting”) providing an expanded time and materials scope of services with an additional not-to-exceed funding authorization of \$134,000 through June 30, 2022

The increase in funding authorization will provide for additional technical planning and support services anticipated to be required from Conway Consulting through the end of the fiscal year.

**MOTION**

Commissioner Agajanian moved approval; seconded by Commissioner Selvidge.

**MOTION APPROVED**

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (8–0).

AYES: Commissioners Devine (via teleconference), Gabel-Luddy, Williams (via teleconference), Agajanian (via teleconference), Najarian

(via teleconference), Selvidge (via teleconference), Ovrom, Hampton (via teleconference)

NOES: NONE

ABSENT: NONE

**d. Airport Use Agreement  
Amendment and Airport Use and  
Facilities Operating Permit**

At its special meeting on January 18, 2022, the Legal, Government and Environmental Affairs Committee voted unanimously (3–0) to recommend that the Commission approve of the following: 1) Proposed form of Airport Use Agreement Amendment; and 2) Authorization for the Executive Director to execute the Amendment or an Airport Use and Facilities Operating Permit with the Airlines operating at the Airport.

The Use Agreement defines the relationship between the Authority and signatory Airlines. Currently, all ten Part 121-certified Airlines that serve the Airport (Alaska Airlines, American Airlines, Avelo Airlines, Delta Airlines, Flair Airlines, Frontier Airlines, JetBlue Airways, Spirit Airlines, Southwest Airlines, and United Airlines) have executed the Use Agreement.

With the restart of the Replacement Passenger Terminal (“RPT”) program, Staff and the signatory Airlines agreed that an amendment to extend the term of the current Use Agreement by three years is appropriate to address the cost of operating the Airport and the initial costs associated with the RPT program

**MOTION**

Commissioner Agajanian moved approval; seconded by Commissioner Selvidge.

**MOTION APPROVED**

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (8–0).

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

NOES: NONE

ABSENT: NONE



## **7. ITEMS FOR COMMISSION INFORMATION**

### **a. December 2021 Passenger and Air Cargo Statistics**

Staff presented an update on the December 2021 Passenger and Air Cargo statistics.

Commissioner Ovrom requested that at a future meeting information be provided on the 2021 year-end statistics for airports located in San Diego, San Jose, and Sacramento.

Commissioner Selvidge requested further information on how the Business Travel industry is recovering since COVID-19. Staff will provide such information at a future meeting.

Commissioner Agajanian requested Calendar Year statistics also be included in the Regional Airport Passenger Statistics.

### **b. December 2021 Transportation Network Company Statistics**

Staff presented an update on the December 2021 Transportation Network Companies' activities.

### **c. December 2021 Parking Revenue Statistics**

Staff presented an update on the December 2021 Parking Revenue statistics.

### **d. Anyone Collective Activity Update**

Staff introduced Michael Fiore, Co-Founder and Chief Brand Officer, Anyone Collective, LLC, the company responsible for the marketing of Hollywood Burbank Airport. Mr. Fiore presented an update on the advertising, marketing and support services offered during the first six months of FY 2022.

### **e. Replacement Passenger Terminal – Industry Day**

Staff introduced Mark E. Kelley, Vice President, Sr. Project Manager of AECOM, the company providing program management services associated with the Replacement Passenger Terminal ("RPT") project. Mr. Kelley presented a plan for scheduling an "Industry Day" to outreach and re-introduce the RPT program to potential interested parties and the pending issuance of a Progressive Design Builder Request for Qualifications/Request for Proposal.

## **8. CLOSED SESSION**

The meeting convened to Closed Session at 10:44 a.m.

### **a. 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)**

### **b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

**Initiation of Litigation (California Government Code Section 54956.9(d)(4))**

**1 potential case**

**Meeting Reconvened to  
Open Session**

**Closed Session Report**

**9. EXECUTIVE DIRECTOR  
COMMENTS**

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

**11. ADJOURNMENT**

**The meeting reconvened to open session at  
11:40 a.m., with seven Commissioners present.**

**Authority Counsel reported that the filing of one  
Lawsuit was authorized by the Commission.  
Details of the filing will be made available upon  
request once it has been filed.**

The Executive Director reported on impending activity involving an increase in volume of airport passengers and flight activity associated with the upcoming event of the Super Bowl which will impact the Southern California region.

The 5G impact on the Airport was discussed. An alternative means of compliance by the Federal Aviation Administration will cover a majority of commercial airlines serving the Airport. Therefore, flight operations of commercial aircraft will not be adversely affected by 5G at Hollywood Burbank Airport.

In response to a question posed earlier in the meeting by Commissioner Ovrom, Authority Counsel will distribute to the Commissioners the memorandum regarding pre-procurement communications to prospective respondents interested in bidding on projects involving the Replacement Passenger Terminal project.

There were no Commissioner comments.

There being no further business, the meeting was adjourned at 11:44 a.m.

---

Paula Devine, President

---

Date

---

Felicia Williams, Secretary

---

Date



February 22, 2022

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

Dear Commissioners:

The attached report, covering the month of November 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]

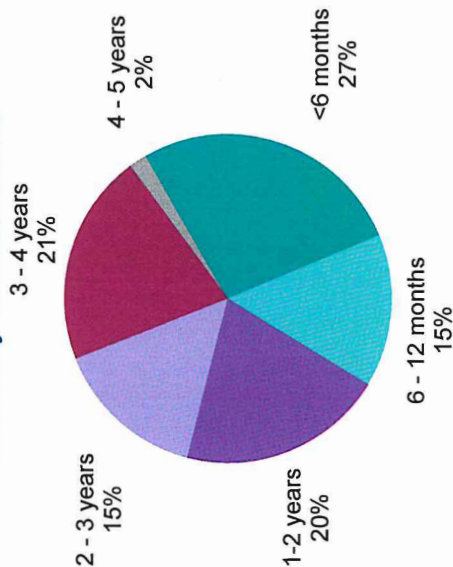
Vrej Agajanian  
Treasurer

Attachments

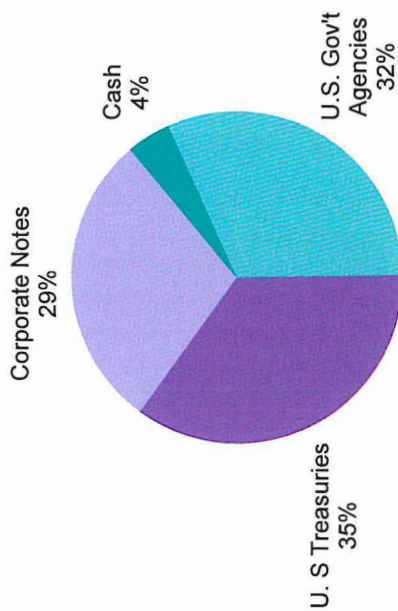
# Operating Portfolio Investment Guidelines Conformance as of November 30, 2021

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	4.78 Years	70%	32%
Corporate Notes	5 Years	4.20 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%	4%
U.S. Gov Securities (Treasuries)	5 Years	3.58 Years	No Limit	35%

## Maturity Distribution



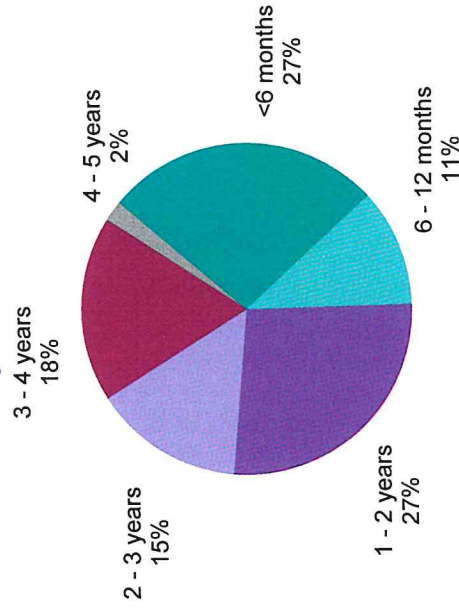
## Sector Allocation



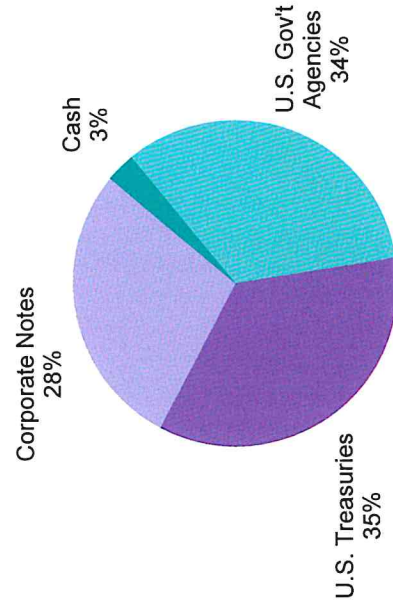
# PFC Portfolio Investment Guidelines Conformance as of November 30, 2021

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	4.78 Years	70%	34%
Corporate Notes	5 Years	4.20 Years	30%	28%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	3%
U.S. Gov Securities (Treasuries)	5 Years	3.58 Years	No Limit	35%

## Maturity Distribution



## Sector Allocation



**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Investments**  
**As of 11/30/21**

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
11/30/21	Columbia Treasury Reserves	097101307	0.000	11/30/21	11/30/21	\$ 9,394,819	\$ 9,394,819	\$ 9,394,819	\$ -	0.00%	0	3.93%
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	12/15/21	1,500,000	1,498,845	1,501,020	2,175	0.56%	15	0.63%
04/15/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	3,800,000	3,812,172	3,806,840	(5,332)	0.15%	36	1.59%
06/23/17	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	8,125,000	8,173,493	8,146,856	(26,637)	0.13%	44	3.41%
06/26/19	Target Corporation	87612EAZ9	2.900	01/15/22	01/15/22	1,300,000	1,329,214	1,303,900	(25,314)	0.49%	46	0.55%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	1,500,000	1,521,795	1,507,470	(14,325)	0.41%	62	0.63%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	2,450,000	2,386,645	2,455,635	68,990	0.13%	62	1.03%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	1,225,000	1,199,000	1,227,916	28,916	1.17%	74	0.51%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	1,300,000	1,309,135	1,305,863	(3,272)	0.38%	77	0.55%
09/25/20	American Express Credit Corp	0258M0EG0	2.700	03/03/22	03/03/22	1,300,000	1,341,041	1,305,031	(36,010)	1.22%	93	0.55%
09/28/17	FHLB	313378CR0	2.250	03/11/22	03/11/22	4,000,000	4,059,140	4,023,440	(35,700)	0.16%	101	1.68%
04/17/17	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	1,500,000	1,523,109	1,508,655	(14,454)	1.02%	122	0.63%
05/18/17	Federal National Mortgage Association	3135G0T45	1.875	04/05/22	04/05/22	8,300,000	8,166,654	8,350,049	183,395	0.14%	126	3.50%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	9,475,000	9,301,015	9,544,546	243,531	0.11%	151	4.00%
05/06/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	1,250,000	1,241,250	1,259,038	17,788	0.68%	162	0.53%
10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	1,200,000	1,214,701	1,211,244	(3,457)	0.82%	183	0.51%
09/25/17	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	1,500,000	1,503,869	1,515,300	11,431	0.42%	188	0.63%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	1,200,000	1,210,416	1,217,832	7,416	0.25%	197	0.51%
08/01/17	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	9,850,000	9,706,887	9,971,943	265,056	0.15%	243	4.17%
11/01/19	Procter & Gamble Company	742718EU9	2.150	08/11/22	08/11/22	1,275,000	1,290,912	1,290,734	(178)	0.38%	254	0.54%
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	09/01/22	1,200,000	1,211,382	1,215,240	3,858	1.35%	275	0.51%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	1,500,000	1,460,768	1,519,770	59,002	0.44%	282	0.64%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	1,500,000	1,448,385	1,514,670	66,285	1.15%	289	0.63%
09/25/17	National Rural Utilities Coop	63743HEQ1	2.300	09/15/22	09/15/22	1,000,000	995,980	1,012,960	16,980	0.66%	289	0.42%
10/03/17	Treasury Note	9128282W9	1.875	09/30/22	09/30/22	9,125,000	9,098,667	9,252,294	153,627	0.20%	304	3.87%
09/12/19	FNMA	3135G0T78	2.000	10/05/22	10/05/22	4,500,000	4,543,965	4,566,870	22,905	0.24%	309	1.91%
07/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	2,050,000	2,049,573	2,111,213	61,640	0.61%	407	0.88%
09/26/19	Federal National Mortgage Association	3135G0T94	2.375	01/19/23	01/19/23	4,800,000	4,919,052	4,911,120	(7,932)	0.33%	415	2.06%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	2,050,000	2,077,890	2,111,029	33,139	0.60%	421	0.88%
10/31/19	Treasury Note	9128283U2	2.375	01/31/23	01/31/23	4,200,000	4,309,594	4,301,052	(8,542)	0.31%	427	1.80%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	1,365,000	1,371,071	1,392,641	21,570	1.06%	442	0.58%
10/02/19	Pepsico Inc	713448CG1	2.750	03/01/23	03/01/23	1,300,000	1,344,486	1,335,932	(8,554)	0.53%	456	0.56%
12/03/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	6,850,000	7,104,980	7,078,242	(26,738)	0.39%	516	2.96%
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	05/15/23	1,500,000	1,572,790	1,533,960	(38,830)	1.06%	531	0.64%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	1,125,000	1,125,878	1,147,658	21,780	0.98%	531	0.48%



**Burbank-Glendale-Pasadena Airport Authority - Operating Account**

**Statement of Investments**

As of 11/30/21

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
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	1,250,000	1,234,086	1,281,200	47,114	1.07%	548	0.54%
05/05/20	Federal Home Loan Mortgage Corp	3137EAE5N5	2.750	06/19/23	06/19/23	6,250,000	6,718,056	6,473,938	(244,118)	0.43%	566	2.71%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	5,050,000	5,296,103	5,259,070	(37,033)	0.54%	651	2.20%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	6,775,000	7,065,870	7,066,393	523	0.51%	669	2.96%
03/16/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	3,200,000	3,479,090	3,347,136	(131,954)	0.56%	730	1.40%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	2,000,000	2,074,053	2,111,000	36,947	1.03%	784	0.88%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	1,400,000	1,521,590	1,478,904	(42,686)	1.03%	804	0.62%
04/10/21	Mellife Inc	59156RBH0	3.600	04/10/24	04/10/24	1,600,000	1,739,884	1,695,248	(44,636)	1.04%	862	0.71%
06/22/20	Comcast Corporation	2003NCR0	3.700	04/15/24	04/15/24	1,600,000	1,768,099	1,696,160	(71,939)	1.13%	867	0.71%
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	1,600,000	1,732,439	1,689,424	(43,015)	1.09%	897	0.71%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	1,475,000	1,593,144	1,542,776	(50,368)	1.14%	969	0.65%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	1,500,000	1,543,546	1,550,670	7,124	1.03%	989	0.65%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	13,000,000	13,567,227	13,384,930	(182,297)	0.78%	1005	5.60%
05/20/21	United Parcel Service INC	911312BT2	2.200	09/01/24	09/01/24	1,471,000	1,542,175	1,515,836	(26,339)	1.07%	1006	0.63%
02/12/21	PNC Bank NA	69353REF1	3.300	10/30/24	10/30/24	1,475,000	1,614,555	1,567,586	(46,969)	1.11%	1065	0.66%
06/25/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	1,350,000	1,421,717	1,384,925	(36,792)	1.18%	1111	0.58%
08/05/20	FHLB	3130A4CH3	2.050	12/15/24	12/15/24	250,000	273,060	261,180	(11,880)	0.99%	1111	0.11%
03/29/21	US Bank NA/Cincinnati OH	90331HPL1	2.050	01/21/25	01/21/25	1,500,000	1,561,780	1,539,555	(22,225)	1.19%	1148	0.64%
10/01/20	FHLMC Reference Note	3137EAE0	1.500	02/12/25	02/12/25	500,000	524,867	508,735	(16,132)	0.94%	1170	0.21%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	1,650,000	1,767,200	1,720,010	(47,190)	1.38%	1192	0.72%
08/05/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	1,650,000	1,822,605	1,751,690	(70,915)	1.23%	1201	0.73%
05/12/20	Intel Corp	458140BP4	3.400	03/25/25	03/25/25	1,000,000	1,106,180	1,065,370	(40,810)	1.40%	1211	0.45%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	2,300,000	2,287,242	2,267,846	(19,396)	0.93%	1217	0.95%
05/05/20	Florida Power & Light Company	341081FZ5	2.850	04/01/25	04/01/25	1,000,000	1,086,930	1,048,580	(38,350)	1.40%	1218	0.44%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	250,000	274,895	265,140	(9,755)	1.39%	1218	0.11%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	7,000,000	7,032,434	6,882,820	(149,614)	1.01%	1231	2.88%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	1,150,000	1,266,047	1,234,836	(31,211)	1.31%	1262	0.52%
08/05/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	9,000,000	8,958,042	8,767,980	(190,062)	0.98%	1308	3.67%
11/19/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	400,000	452,247	432,304	(19,943)	1.43%	1337	0.18%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	1,500,000	1,705,082	1,625,760	(79,322)	1.23%	1357	0.68%
09/25/20	FNMA Benchmark Note	3135G05X7	0.375	08/25/25	08/25/25	3,500,000	3,493,349	3,411,135	(82,214)	1.07%	1364	1.43%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	12,000,000	11,848,979	11,711,280	(137,699)	1.13%	1438	4.90%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	1,225,000	1,355,964	1,327,251	(28,713)	1.46%	1507	0.56%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	1,725,000	1,750,365	1,732,090	(18,275)	1.40%	1561	0.73%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	1,250,000	1,306,012	1,303,813	(2,199)	1.59%	1613	0.55%

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Investments**  
**As of 11/30/21**

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
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,760	1,028,490	(23,270)	1.26%	1746	0.43%
		Subtotal				\$216,355,819	\$220,655,247	\$219,783,843	\$ (871,404)	0.006144	618.1774	92.01%
	Local Agency Investment Fund (LAIF)					19,092,153	19,092,153	19,089,741	(2,412)	0.20%	332	7.99%
		Subtotal				\$235,447,972	\$239,747,400	\$238,873,584	\$ (873,816)	0.58%	595	100.00%
	Operating Bank Balance						10,198,436					
		TOTAL					\$249,945,836					



**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Purchases - Maturities - Sales**  
**As of 11/30/21**

PURCHASES								
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
11/29/21	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	7,000,000.00	97.86900	\$ 6,850,830.00	\$ (2,236.11)
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	1,250,000.00	104.48100	1,306,012.50	(2,708.33)
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-		

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Earnings Report**  
**11/01/21-11/30/21**

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
<b>FIXED INCOME</b>									
Federal Home Loan Banks	NOTE	11/29/21	118,750.00	140,625.00	-	-	21,875.00	-	21,875.00
PacificCorp	NOTE	02/01/22	7,375.00	7,375.00	-	-	-	-	-
Pfizer Inc	NOTE	12/15/21	12,466.67	-	-	15,216.67	2,750.00	24.05	2,774.05
FNMA Benchmark Note	NOTE	01/05/22	24,488.89	-	-	30,822.22	6,333.33	(371.28)	5,962.05
FHLMC	NOTE	01/13/22	57,890.63	-	-	73,971.35	16,080.72	(100.00)	15,980.72
Target Corporation	NOTE	01/15/22	11,100.56	-	-	14,242.22	3,141.66	(1,010.98)	2,130.68
Berkshire Hathaway Finance Corp	NOTE	01/31/22	12,891.67	-	-	17,141.67	4,250.00	(523.87)	3,726.13
Treasury Note	NOTE	01/31/22	9,287.36	-	-	12,283.29	2,995.93	1,370.54	4,366.47
Microsoft Corporation	NOTE	02/12/22	6,384.46	-	-	8,808.94	2,424.48	692.84	3,117.32
Walt Disney Co	NOTE	02/15/22	6,998.33	-	-	9,760.83	2,762.50	(185.73)	2,576.77
American Express Credit Corp	NOTE	03/03/22	5,655.00	-	-	8,580.00	2,925.00	(2,219.12)	705.88
FHLB	NOTE	03/11/22	12,500.00	-	-	20,000.00	7,500.00	(1,107.38)	6,392.62
BB&T Corp	NOTE	04/01/22	3,437.50	-	-	6,875.00	3,437.50	(743.74)	2,693.76
Federal National Mortgage Association	NOTE	04/05/22	11,239.58	-	-	24,208.33	12,968.75	3,655.44	16,624.19
Treasury Note	NOTE	04/30/22	490.76	-	-	15,213.66	14,722.90	4,942.70	19,665.60
Apple Inc	NOTE	05/11/22	13,576.39	14,375.00	-	1,597.22	2,395.83	250.16	2,645.99
Home Depot Inc	NOTE	06/01/22	13,125.00	15,750.00	-	-	2,625.00	(299.21)	2,325.79
Caterpillar Financial Services	NOTE	06/06/22	14,500.00	-	-	17,500.00	3,000.00	(263.48)	2,736.52
Cisco Systems Inc	NOTE	06/15/22	13,600.00	-	-	16,600.00	3,000.00	(261.49)	2,738.51
Treasury Note	NOTE	07/31/22	49,785.33	-	-	65,845.11	16,059.78	3,646.19	19,705.97
Procter & Gamble Company	NOTE	08/11/22	6,091.67	-	-	8,376.04	2,284.37	(479.28)	1,805.09
Burlington Northern Santa Fe LLC	NOTE	09/01/22	6,100.00	-	-	9,150.00	3,050.00	(274.41)	2,775.59
John Deere Capital Corp	NOTE	09/08/22	4,747.92	-	-	7,435.42	2,687.50	811.87	3,499.37
Merck & Co Inc	NOTE	09/15/22	4,600.00	-	-	7,600.00	3,000.00	716.93	3,716.93
National Rural Utilities Coop	NOTE	09/15/22	2,938.89	-	-	4,855.56	1,916.67	68.69	1,985.36
Treasury Note	NOTE	09/30/22	15,041.21	-	-	29,142.34	14,101.13	481.44	14,582.57
FNMA	NOTE	10/05/22	6,500.00	-	-	14,000.00	7,500.00	(1,196.87)	6,303.13
Bank of America Corp	NOTE	01/11/23	20,670.83	-	-	26,308.33	5,637.50	(527.51)	5,109.99
Federal National Mortgage Association	NOTE	01/19/23	32,300.00	-	-	41,800.00	9,500.00	(3,063.13)	6,436.87
JP Morgan Chase & CO	NOTE	01/25/23	17,493.33	-	-	22,960.00	5,466.67	(945.43)	4,521.24
Treasury Note	NOTE	01/31/23	25,208.56	-	-	33,340.35	8,131.79	(2,769.85)	5,361.94
Unitedhealth Group Inc	NOTE	02/15/23	7,924.58	-	-	11,052.71	3,128.13	(169.14)	2,958.99
Pepsico Inc	NOTE	03/01/23	5,958.33	-	-	8,937.50	2,979.17	(1,087.68)	1,891.49
Treasury Note	NOTE	04/30/23	520.37	-	-	16,131.56	15,611.19	(6,263.03)	9,348.16

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**

**Earnings Report**

11/01/21-11/30/21

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
Loews Corporation	NOTE	05/15/23	18,156.25	19,687.50	-	1,750.00	3,281.25	(2,358.38)	922.87
Public Service Electric And Gas	NOTE	05/15/23	12,320.31	13,359.38	-	1,187.50	2,226.57	(17.34)	2,209.23
Simon Property Group LP	NOTE	06/01/23	14,322.92	17,187.50	-	-	2,864.58	286.83	3,151.41
Federal Home Loan Mortgage Corp	NOTE	06/19/23	63,020.83	-	-	77,343.75	14,322.92	(12,503.73)	1,819.19
FNMA	NOTE	09/12/23	19,761.63	-	-	31,860.59	12,098.96	(5,735.95)	6,363.01
Treasury Note	NOTE	09/30/23	17,123.63	-	-	33,177.03	16,053.40	(6,011.91)	10,041.49
Treasury Note	NOTE	11/30/23	38,710.38	46,000.00	-	252.75	7,542.37	(6,296.95)	1,245.42
Citibank NA	NOTE	01/23/24	19,872.22	-	-	25,955.56	6,083.34	(1,686.95)	4,396.39
IBM Corp	NOTE	02/12/24	11,136.81	-	-	15,365.97	4,229.16	(3,534.59)	694.57
Mellife Inc	NOTE	04/10/24	3,360.00	-	-	8,160.00	4,800.00	(4,012.12)	787.88
Comcast Corporation	NOTE	04/15/24	2,631.11	-	-	7,564.44	4,933.33	(3,795.76)	1,137.57
Bank of New York Mellon Corp	NOTE	05/15/24	25,084.44	27,200.00	-	2,417.78	4,533.34	(3,567.65)	965.69
Bristol-Myers Squibb Co	NOTE	07/26/24	11,287.85	-	-	14,852.43	3,564.58	(2,641.95)	922.63
Honeywell International Inc	NOTE	08/15/24	7,283.33	-	-	10,158.33	2,875.00	(822.38)	2,052.62
Treasury Note	NOTE	08/31/24	41,747.24	-	-	61,947.51	20,200.27	(14,707.69)	5,492.58
United Parcel Service INC	NOTE	09/01/24	5,393.67	-	-	8,090.50	2,696.83	(1,963.41)	733.42
PNC Bank NA	NOTE	10/30/24	135.21	-	-	4,191.46	4,056.25	(3,222.28)	833.97
Wisconsin Electric Power Company	NOTE	12/15/24	10,455.00	-	-	12,761.25	2,306.25	(1,438.00)	868.25
FHLB	NOTE	12/15/24	775.17	-	-	1,269.97	494.80	(417.25)	77.55
US Bank NA/Cincinnati OH	NOTE	01/21/25	8,541.67	-	-	11,104.17	2,562.50	(1,362.00)	1,200.50
FHLMC Reference Note	NOTE	02/12/25	1,645.83	-	-	2,270.83	625.00	(477.20)	147.80
Exxon Mobil Corp	NOTE	03/06/25	6,828.94	-	-	10,553.81	3,724.87	(2,412.98)	1,311.89
Ace InA Holdings Inc	NOTE	03/15/25	6,641.25	-	-	10,972.50	4,331.25	(3,295.20)	1,036.05
Intel Corp	NOTE	03/25/25	3,400.00	-	-	6,233.33	2,833.33	(1,810.58)	1,022.75
Treasury Note	NOTE	03/31/25	1,010.99	-	-	1,958.79	947.80	299.71	1,247.51
Florida Power & Light Company	NOTE	04/01/25	2,375.00	-	-	4,750.00	2,375.00	(1,471.36)	903.64
General Dynamics Corporation	NOTE	04/01/25	677.08	-	-	1,354.17	677.09	(502.51)	174.58
Federal Home Loan Banks	NOTE	04/14/25	1,652.78	-	-	4,569.44	2,916.66	(603.36)	2,313.30
General Dynamics Corporation	NOTE	05/15/25	18,559.72	20,125.00	-	1,788.89	3,354.17	(2,411.14)	943.03
Treasury Note	NOTE	06/30/25	7,581.52	-	-	9,415.76	1,834.24	(750.62)	2,584.86
Intel Corp	NOTE	07/29/25	3,782.22	-	-	5,015.56	1,233.34	(922.14)	311.20
State Street Corporation	NOTE	08/18/25	10,797.92	-	-	15,235.42	4,437.50	(3,543.02)	894.48
FNMA Benchmark Note	NOTE	08/25/25	2,406.25	-	-	3,500.00	1,093.75	112.90	1,206.65
FNMA Benchmark Note	NOTE	11/07/25	12,083.33	12,500.00	2,236.11	4,000.00	2,180.56	136.29	2,316.85
Lockheed Martin Corporation	NOTE	01/15/26	12,804.65	-	-	16,428.61	3,623.96	(2,405.97)	1,217.99

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Earnings Report**  
**11/01/21-11/30/21**

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
Prudential Financial Inc	NOTE 1.500	03/10/26	3,665.63	-	-	5,821.88	2,156.25	(467.68)	1,688.57
Sierra Pacific Power	NOTE 2.600	05/01/26	-	-	2,708.33	2,708.33	-	-	-
FHLB	NOTE 1.880	09/11/26	2,604.17	-	-	4,166.67	1,562.50	(864.12)	698.38
<b>Subtotal</b>			<b>\$ 991,275.77</b>	<b>\$ 334,184.38</b>	<b>\$ 4,944.44</b>	<b>\$ 1,039,911.30</b>	<b>\$ 377,875.47</b>	<b>\$ (102,898.96)</b>	<b>\$ 274,976.51</b>
<b>CASH EQUIVALENTS</b>									
Blackrock Liquidity Funds			-	4.15	-	-	4.15	-	4.15
<b>Subtotal</b>			<b>\$ -</b>	<b>\$ 4.15</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4.15</b>	<b>\$ -</b>	<b>\$ 4.15</b>
<b>LAIF</b>									
Local Agency Investment Fund			3,032.34	-	-	6,217.74	3,185.40	-	3,185.40
<b>TOTAL</b>			<b>\$ 994,308.11</b>	<b>\$ 334,188.53</b>	<b>\$ 4,944.44</b>	<b>\$ 1,046,129.04</b>	<b>\$ 381,065.02</b>	<b>\$ (102,898.96)</b>	<b>\$ 278,166.06</b>

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 11/30/21**

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
11/30/21	Blackrock Liquidity Funds	09248U718	0.000	11/30/21	11/30/21	\$ 1,422,094	\$ 1,422,094	\$ 1,422,094	\$ -	0.00%	0	2.94%
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	12/15/21	360,000	359,305	360,245	940	0.56%	15	0.74%
03/27/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	1,150,000	1,152,401	1,152,070	(331)	0.15%	36	2.38%
09/25/18	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	1,775,000	1,757,610	1,779,775	22,165	0.13%	44	3.68%
06/26/19	Target Corporation	87612EAZ9	2.900	01/15/22	01/15/22	300,000	306,848	300,900	(5,948)	0.49%	46	0.62%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	360,000	366,983	361,793	(5,190)	0.41%	62	0.75%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	1,450,000	1,400,944	1,453,335	52,391	0.13%	62	3.00%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	300,000	295,021	300,714	5,693	1.17%	74	0.62%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	300,000	300,881	301,353	472	0.38%	77	0.62%
11/19/20	American Express Credit Corp	0258M0EG0	2.700	03/03/22	03/03/22	275,000	282,835	276,064	(6,771)	1.22%	93	0.57%
07/09/19	FHLB	313378CR0	2.250	03/11/22	03/11/22	1,175,000	1,190,245	1,181,886	(8,359)	0.16%	101	2.44%
05/31/19	US Bancorp	91159HHC7	3.000	03/15/22	03/15/22	290,000	294,840	291,586	(3,254)	1.11%	105	0.60%
01/11/19	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	300,000	298,290	301,731	3,441	1.02%	122	0.62%
03/01/18	Federal National Mortgage Assoc	3135G0T45	1.875	04/05/22	04/05/22	1,050,000	1,033,101	1,056,332	23,231	0.14%	126	2.18%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	1,550,000	1,530,471	1,561,377	30,906	0.11%	151	3.22%
05/31/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	300,000	300,762	302,169	1,407	0.68%	162	0.62%
10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	300,000	303,523	302,811	(712)	0.82%	183	0.63%
11/08/18	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	300,000	292,337	303,060	10,723	0.42%	188	0.63%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	300,000	303,772	304,458	686	0.25%	197	0.63%
12/31/18	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	1,425,000	1,405,583	1,442,642	37,059	0.15%	243	2.98%
11/01/19	Procter & Gamble Company	742718EU9	2.150	08/11/22	08/11/22	300,000	303,998	303,702	(296)	0.38%	254	0.63%
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	09/01/22	275,000	277,996	278,493	497	1.35%	275	0.58%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	300,000	290,735	303,954	13,219	0.44%	282	0.63%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	350,000	343,117	353,423	10,306	1.15%	289	0.73%
01/11/19	Treasury Note	9128282W9	1.875	09/30/22	09/30/22	1,225,000	1,201,813	1,242,089	40,276	0.20%	304	2.57%
09/12/19	FNMA	3135G0T78	2.000	10/05/22	10/05/22	1,000,000	1,009,770	1,014,860	5,090	0.24%	309	2.10%
04/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	450,000	451,076	463,437	12,361	0.61%	407	0.96%
09/26/19	Federal National Mortgage Assoc	3135G0T94	2.375	01/19/23	01/19/23	1,750,000	1,791,413	1,790,513	(900)	0.33%	415	3.70%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	450,000	456,640	463,397	6,757	0.60%	421	0.96%
08/22/19	Treasury Note	9128283U2	2.375	01/31/23	01/31/23	1,675,000	1,718,542	1,715,301	(3,241)	0.31%	427	3.54%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	325,000	326,091	331,581	5,490	1.06%	442	0.68%
10/02/19	Pepsico Inc.	713448CG1	2.750	03/01/23	03/01/23	300,000	310,179	308,292	(1,887)	0.53%	456	0.64%

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 11/30/21**

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
11/19/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	1,900,000	1,969,049	1,963,308	(5,741)	0.39%	516	4.06%
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	05/15/23	300,000	314,644	306,792	(7,852)	1.06%	531	0.63%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	300,000	302,050	306,042	3,992	0.98%	531	0.63%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	300,000	298,333	307,488	9,155	1.07%	548	0.64%
02/19/20	FHLMC	3137EAEN5	2.750	06/19/23	06/19/23	1,875,000	1,984,696	1,942,181	(42,515)	0.43%	566	4.01%
01/21/20	FNMA	3135GOU43	2.875	09/12/23	09/12/23	1,400,000	1,464,189	1,457,960	(6,229)	0.54%	651	3.01%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	1,875,000	1,959,890	1,955,644	(4,246)	0.51%	669	4.04%
02/19/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	800,000	856,141	836,784	(19,357)	0.56%	730	1.73%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	300,000	307,317	316,650	9,333	1.03%	784	0.65%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	310,000	336,924	327,472	(9,452)	1.03%	804	0.68%
04/30/21	Treasury Note	91282CBM2	0.125	02/15/24	02/15/24	1,200,000	1,194,375	1,186,872	(7,503)	0.62%	807	2.45%
04/26/21	Metlife Inc	59156RBH0	3.600	04/10/24	04/10/24	350,000	380,854	370,836	(10,018)	1.04%	862	0.77%
09/25/20	Comcast Corporation	20030NCR0	3.700	04/15/24	04/15/24	355,000	391,401	376,336	(15,065)	1.13%	867	0.78%
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	350,000	379,467	369,562	(9,905)	1.09%	897	0.76%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	325,000	351,139	339,934	(11,205)	1.14%	969	0.70%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	325,000	332,088	335,979	3,891	1.03%	989	0.69%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	1,600,000	1,669,813	1,647,376	(22,437)	0.78%	1005	3.40%
05/20/21	United Parcel Service	911312BT2	2.200	09/01/24	09/01/24	324,000	339,631	333,876	(5,755)	1.07%	1006	0.69%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	325,000	345,449	345,400	(49)	1.11%	1065	0.71%
09/24/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	300,000	317,209	307,761	(9,448)	1.18%	1111	0.64%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	365,000	389,715	380,487	(9,228)	1.38%	1192	0.79%
11/03/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	375,000	412,068	398,111	(13,957)	1.23%	1201	0.82%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	1,600,000	1,591,125	1,577,632	(13,493)	0.93%	1217	3.26%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	50,000	54,979	53,028	(1,951)	1.39%	1218	0.11%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	1,450,000	1,453,984	1,425,727	(28,257)	1.01%	1231	2.94%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	265,000	291,741	284,549	(7,192)	1.31%	1262	0.59%
11/17/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	500,000	497,396	487,110	(10,286)	0.98%	1308	1.01%
09/25/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	325,000	368,502	351,247	(17,255)	1.43%	1337	0.73%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	365,000	414,692	395,602	(19,090)	1.23%	1357	0.82%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	3,155,000	3,140,116	3,079,091	(61,025)	1.13%	1438	6.36%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	300,000	332,072	325,041	(7,031)	1.46%	1507	0.67%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	375,000	380,388	376,541	(3,847)	1.40%	1561	0.78%

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 11/30/21**

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
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	300,000	313,442	312,915	(527)	1.59%	1613	0.65%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	300,000	315,527	308,547	(6,980)	1.26%	1746	0.64%
	<b>Subtotal</b>					<b>\$ 47,621,094</b>	<b>\$ 48,529,622</b>	<b>\$ 48,415,318</b>	<b>\$ (114,304)</b>	<b>0.61%</b>	<b>602</b>	<b>100.00%</b>
	PFC Bank Balance						6,805,360					
	<b>TOTAL</b>						<b>\$ 55,334,982</b>					

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Purchases - Maturities - Sales**  
**As of 11/30/21**

[illegible]



**Burbank-Glendale-Pasadena Airport Authority - PFC Account**

**Earnings Report  
11/01/21-11/30/21**

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
<b>FIXED INCOME</b>										
Federal Home Loan Banks	NOTE	1.875	11/29/21	12,072.92	14,296.89	-	-	2,223.97	-	2,223.97
PacifiCorp	NOTE	2.950	02/01/22	1,843.75	1,843.76	-	-	0.01	-	0.01
Pfizer Inc	NOTE	2.200	12/15/21	2,992.00	-	-	3,652.00	660.00	13.63	673.63
FNMA Benchmark Note	NOTE	2.000	01/05/22	7,411.11	-	-	9,327.78	1,916.67	(75.18)	1,841.49
FHLMC	NOTE	2.375	01/13/22	12,646.88	-	-	16,159.90	3,513.02	537.11	4,050.13
Target Corporation	NOTE	2.900	01/15/22	2,561.67	-	-	3,286.67	725.00	(233.89)	491.11
Berkshire Hathaway Finance Corp	NOTE	3.400	01/31/22	3,094.00	-	-	4,114.00	1,020.00	(211.65)	808.35
Treasury Note	NOTE	1.500	01/31/22	5,496.60	-	-	7,269.70	1,773.10	1,205.07	2,978.17
Microsoft Corporation	NOTE	2.375	02/12/22	1,563.54	-	-	2,157.29	593.75	128.04	721.79
Walt Disney Co	NOTE	2.550	02/15/22	1,615.00	-	-	2,252.50	637.50	(20.16)	617.34
American Express Credit Corp	NOTE	2.700	03/03/22	1,196.25	-	-	1,815.00	618.75	(477.21)	141.54
FHLB	NOTE	2.250	03/11/22	3,671.88	-	-	5,875.00	2,203.12	(506.57)	1,696.55
US Bancorp	NOTE	3.000	03/15/22	1,111.67	-	-	1,836.67	725.00	(141.10)	583.90
BB&T Corp	NOTE	2.750	04/01/22	687.50	-	-	1,375.00	687.50	48.15	735.65
Federal National Mortgage Assoc	NOTE	1.875	04/05/22	1,421.88	-	-	3,062.50	1,640.62	400.31	2,040.93
Treasury Note	NOTE	1.875	04/30/22	80.28	-	-	2,488.78	2,408.50	550.11	2,958.61
Apple Inc	NOTE	2.300	05/11/22	3,258.33	3,450.00	-	383.33	575.00	(22.77)	552.23
Home Depot Inc	NOTE	2.625	06/01/22	3,281.25	3,937.50	-	-	656.25	(75.04)	581.21
Caterpillar Financial Services	NOTE	2.400	06/06/22	2,900.00	-	-	3,500.00	600.00	195.72	795.72
Cisco Systems Inc	NOTE	3.000	06/15/22	3,400.00	-	-	4,150.00	750.00	(107.48)	642.52
Treasury Note	NOTE	2.000	07/31/22	7,202.45	-	-	9,525.82	2,323.37	487.35	2,810.72
Procter & Gamble Company	NOTE	2.150	08/11/22	1,433.33	-	-	1,970.83	537.50	(125.06)	412.44
Burlington Northern Santa Fe LLC	NOTE	3.050	09/01/22	1,397.92	-	-	2,096.88	698.96	(71.07)	627.89
John Deere Capital Corp	NOTE	2.150	09/08/22	949.58	-	-	1,487.08	537.50	226.24	763.74
Merck & Co Inc	NOTE	2.400	09/15/22	1,073.33	-	-	1,773.33	700.00	84.79	784.79
Treasury Note	NOTE	1.875	09/30/22	2,019.23	-	-	3,912.26	1,893.03	550.04	2,443.07
FNMA	NOTE	2.000	10/05/22	1,444.44	-	-	3,111.11	1,666.67	(265.97)	1,400.70
Bank of America Corp	NOTE	3.300	01/11/23	4,537.50	-	-	5,775.00	1,237.50	(128.55)	1,108.95
Federal National Mortgage Assoc	NOTE	2.375	01/19/23	11,776.04	-	-	15,239.58	3,463.54	(1,066.94)	2,396.60
JP Morgan Chase & CO	NOTE	3.200	01/25/23	3,840.00	-	-	5,040.00	1,200.00	(191.80)	1,008.20
Treasury Note	NOTE	2.375	01/31/23	10,053.41	-	-	13,296.45	3,243.04	(1,095.05)	2,147.99
Unitedhealth Group Inc	NOTE	2.750	02/15/23	1,886.81	-	-	2,631.60	744.79	(28.29)	716.50
Pepsico Inc.	NOTE	2.750	03/01/23	1,375.00	-	-	2,062.50	687.50	(249.16)	438.34

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**

**Earnings Report  
11/01/21-11/30/21**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Rev	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Treasury Note	NOTE	2.750	04/30/23	144.34	-	-	4,474.45	4,330.11	(1,690.10)	2,640.01
Loews Corporation	NOTE	2.625	05/15/23	3,631.25	3,937.50	-	350.00	656.25	(469.63)	186.62
Public Service Electric And Gas	NOTE	2.375	05/15/23	3,285.42	3,562.51	-	316.67	593.76	(60.22)	533.54
Simon Property Group LP	NOTE	2.750	06/01/23	3,437.50	4,125.00	-	-	687.50	24.74	712.24
FHLMC	NOTE	2.750	06/19/23	18,906.25	-	-	23,203.13	4,296.88	(2,796.51)	1,500.37
FNMA	NOTE	2.875	09/12/23	5,478.47	-	-	8,832.64	3,354.17	(1,469.98)	1,884.19
Treasury Note	NOTE	2.875	09/30/23	4,739.01	-	-	9,181.83	4,442.82	(1,759.85)	2,682.97
Treasury Note	NOTE	2.875	11/30/23	9,677.60	11,500.00	-	63.19	1,885.59	(1,235.80)	649.79
Citibank NA	NOTE	3.650	01/23/24	2,980.83	-	-	3,893.33	912.50	(123.62)	788.88
IBM Corp	NOTE	3.625	02/12/24	2,466.01	-	-	3,402.47	936.46	(782.66)	153.80
Treasury Note	NOTE	0.125	02/15/24	317.93	-	-	440.22	122.29	165.77	288.06
Mellife Inc	NOTE	3.600	04/10/24	735.00	-	-	1,785.00	1,050.00	(877.61)	172.39
Comcast Corporation	NOTE	3.700	04/15/24	583.78	-	-	1,678.36	1,094.58	(879.31)	215.27
Bank of New York Mellon Corp	NOTE	3.400	05/15/24	5,487.22	5,950.00	-	528.89	991.67	(783.48)	208.19
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	2,487.15	-	-	3,272.57	785.42	(583.79)	201.63
Honeywell International Inc	NOTE	2.300	08/15/24	1,578.06	-	-	2,200.97	622.91	(131.01)	491.90
Treasury Note	NOTE	1.875	08/31/24	5,138.12	-	-	7,624.31	2,486.19	(1,810.18)	676.01
United Parcel Service	NOTE	2.200	09/01/24	1,188.00	-	-	1,782.00	594.00	(432.34)	161.66
PNC Funding Corp	NOTE	3.300	10/30/24	29.79	-	-	923.54	893.75	(359.06)	534.69
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	2,323.33	-	-	2,835.83	512.50	(344.86)	167.64
Exxon Mobil Corp	NOTE	2.709	03/06/25	1,510.64	-	-	2,334.63	823.99	(517.43)	306.56
Ace InA Holdings Inc	NOTE	3.150	03/15/25	1,509.38	-	-	2,493.75	984.37	(724.39)	259.98
Treasury Note	NOTE	0.050	03/31/25	703.30	-	-	1,362.64	659.34	208.50	867.84
General Dynamics Corporation	NOTE	3.250	04/01/25	135.42	-	-	270.83	135.41	(100.50)	34.91
Federal Home Loan Banks	NOTE	0.500	04/14/25	342.36	-	-	946.53	604.17	(74.30)	529.87
General Dynamics Corporation	NOTE	3.500	05/15/25	4,276.81	4,637.50	-	412.22	772.91	(555.61)	217.30
Treasury Note	NOTE	0.250	06/30/25	421.20	-	-	523.10	101.90	47.27	149.17
Intel Corp	NOTE	3.700	07/29/25	3,073.06	-	-	4,075.14	1,002.08	(750.57)	251.51
State Street Corporation	NOTE	3.550	08/18/25	2,627.49	-	-	3,707.28	1,079.79	(858.63)	221.16
FNMA Benchmark Note	NOTE	0.500	11/07/25	6,041.67	6,250.00	209.24	1,051.67	1,050.76	25.36	1,076.12
Lockheed Martin Corporation	NOTE	3.550	01/15/26	3,135.83	-	-	4,023.33	887.50	(589.22)	298.28
Prudential Financial Inc	NOTE	1.500	03/10/26	796.88	-	-	1,265.63	468.75	(99.24)	369.51
Sierra Pacific Power	NOTE	2.600	05/01/26	-	-	650.00	650.00	-	-	-
FHLB	NOTE	1.880	09/11/26	781.25	-	-	1,250.00	468.75	(259.24)	209.51

Burbank-Glendale-Pasadena Airport Authority - PFC Account  
Earnings Report  
11/01/21-11/30/21

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest		Interest Paid At		Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
					For Period	Interest	Purc/Recv	Interest				
CASH EQUIVALENTS Blackrock Liquidity Funds	Subtotal			\$ 221,265.90	\$ 63,490.66	\$ 859.24	\$ 241,784.71	\$ 83,150.23	\$ (21,313.88)	\$ 61,836.35		
				-	2.13	-	-	2.13	-	-	-	2.13
	Subtotal			\$ -	\$ 2.13	\$ -	\$ -	\$ 2.13	\$ -	\$ -	\$ -	\$ 2.13
	TOTAL			\$ 221,265.90	\$ 63,492.79	\$ 859.24	\$ 241,784.71	\$ 83,152.36	\$ (21,313.88)	\$ 61,838.48		

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**  
**MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2021 & 2020**

November 2021									
Monthly Performance					Fiscal YTD Performance (July 2021 - November 2021)				
A	B	C	D	E	F	G	H	I	J
Actual \$ Nov 2021	Budget Nov 2021	Actual \$ Prior Year Nov 2020	Note	Variance Actual Vs. Budget	Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
<b>OPERATING ACTIVITY</b>									
<b>CASH RECEIPTS FROM OPERATIONS</b>									
1	\$392,922	\$229,616	(2)	\$163,306	\$1,730,179	\$1,165,538	\$1,425,124	(2)	\$564,641
2	2,150,374	806,379	(3)	1,343,995	10,400,061	3,672,371	2,859,942	(3)	6,727,690
3	1,074,084	541,252	(4)	532,832	6,199,853	2,623,792	2,944,048	(4)	3,576,061
4	1,266,747	1,157,126	(5)	109,621	6,189,714	5,785,631	5,847,043	(5)	404,083
5	241,355	77,217	(6)	164,138	978,509	339,434	341,730	(6)	639,075
6	150,558	5,000	(7)	145,558	516,812	25,000	104,479	(7)	491,812
7	595,292	199,333	(8)	395,959	2,441,502	1,019,666	1,822,631	(8)	1,421,836
8	\$5,871,332	\$3,015,923	(1)	\$2,855,409	\$28,456,630	\$14,631,432	\$15,344,997	(1)	\$13,825,198
<b>CASH DISBURSEMENTS FROM OPERATIONS</b>									
9	(\$77,270)	(\$91,242)	(10)	\$13,972	(\$414,434)	(\$522,209)	(\$424,134)	(10)	\$107,775
10	(271,694)	(299,175)	(11)	27,481	(1,460,290)	(1,530,875)	(1,401,870)	(11)	70,585
11	(2,297,234)	(2,245,775)	(12)	(51,459)	(11,521,202)	(11,622,875)	(10,491,534)	(12)	101,673
12	(470,470)	(243,917)	(13)	(226,553)	(3,141,036)	(3,037,163)	(2,937,746)	(13)	(103,873)
13	(445,608)	(509,842)	(14)	64,234	(2,572,823)	(2,774,209)	(2,599,403)	(14)	201,386
14	(3,773)	(12,254)	(15)	8,481	(203,204)	(331,272)	(74,579)	(15)	128,068
15	(380,125)	(380,125)	(16)	0	(1,039,611)	(1,900,625)	(1,901,770)	(16)	(560,146)
16	0	0	(16)	0	(1,039,611)	(479,465)	(254,925)	(16)	(584,632)
17	(\$3,946,174)	(\$3,782,330)	(9)	(\$163,844)	(\$22,253,225)	(\$22,198,693)	(\$20,085,961)	(9)	(\$54,532)
18	<b>\$1,925,158</b>	<b>(\$766,407)</b>		<b>\$2,691,565</b>	<b>\$6,203,405</b>	<b>(\$7,567,261)</b>	<b>(\$4,740,964)</b>		<b>\$13,770,666</b>
<b>FACILITY IMPROVEMENT TRANSACTIONS</b>									
<b>CASH DISBURSEMENTS</b>									
19	\$0	\$0	(17)	\$0	(\$697)	\$0	(\$811)	(17)	(\$697)
20	(14,280)	(530,000)	(18)	515,720	(354,857)	(2,604,750)	(617,103)	(18)	2,249,893
21	(64,370)	(22,917)	(19)	(41,453)	(484,217)	(114,584)	(455,147)	(19)	(369,633)
22	(\$78,650)	(\$552,917)	(20)	\$474,267	(\$839,771)	(\$2,719,334)	(\$1,073,061)	(20)	\$1,879,563
23	\$0	\$0	(21)	\$0	\$0	\$0	\$0	(21)	\$0
24	0	0	(22)	0	2,330,550	823,319	252,316	(22)	1,507,231
25	0	450,000	(23)	(450,000)	72,037	1,031,887	1,207,354	(23)	(959,850)
26	\$0	\$450,000	(24)	(\$450,000)	\$2,402,587	\$1,855,206	\$1,459,670	(24)	\$547,381
27	<b>(\$78,650)</b>	<b>(\$102,917)</b>		<b>\$24,267</b>	<b>\$1,562,816</b>	<b>(\$864,128)</b>	<b>\$386,609</b>		<b>\$2,426,944</b>
<b>FEDERAL RELIEF GRANT FUNDS</b>									
28	\$0	\$1,236,739	(25)	(\$1,236,739)	\$3,573,715	\$7,433,696	\$6,662,900	(25)	(\$3,859,981)
29	\$0	\$1,236,739	(26)	(\$1,236,739)	\$3,573,715	\$7,433,696	\$6,662,900	(26)	(\$3,859,981)
30	<b>\$1,846,508</b>	<b>\$367,415</b>		<b>\$1,479,093</b>	<b>\$11,339,936</b>	<b>(\$997,693)</b>	<b>\$2,308,545</b>		<b>\$12,337,629</b>

# **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

## **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND FIVE MONTHS ENDED NOVEMBER 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 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 Transactions represent the activity for the Authority's capital program, which consists of Other Facility Improvement Program Projects and the Sound Insulation Program.

The FY 2022 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 2022. The Authority's Adopted FY 2022 budget was based on the following quarterly activity assumptions:

- Q1 (July - September): a reduction of 65% (represents recovery of 35%)
- Q2 (October - December): a reduction of 55% (represents recovery of 45%)
- Q3 (January - March): a reduction of 50% (represents recovery of 50%)
- Q4 (April - June): a reduction of 45% (represents recovery of 55%)

Passengers were down 18.06% FYTD November when compared to pre-COVID levels. The FYTD November result was favorably above the blended budgeted assumption of a passenger reduction of 61.00% resulting in positive financial performance.

The Adopted FY 2022 Budget includes the use of \$12.3 million in federal relief funds to support bond debt service and personnel costs, and the use of \$2.5 million in ARPA concessions relief funds to supplement the loss in revenue from in-terminal concessionaires due to declined passenger activity resulting from the COVID-19 pandemic.

### **NOTE (1) – Cash Receipts from Operations**

Cash receipts from operations exceed the budget FYTD November. On an accrual basis, operating revenues exceed the budget FYTD November by \$13,158,089. 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 FIVE MONTHS ENDED NOVEMBER 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 \$600,087 FYTD November.

**NOTE (3) – Parking Fees**

Parking fee revenues performed above the budget forecast. Accrual basis Parking Fees are \$6,786,998 ahead of budget FYTD November.

**NOTE (4) – Rental Receipts - Terminal Building**

Terminal Building rental receipts exceed the budget FYTD November. Accrual basis Terminal Building rents exceed the budget by \$3,708,859 FYTD November.

**NOTE (5) – Rental Receipts - Other Buildings**

Other Buildings rental receipts exceed the budget FYTD November partially due to the timing of receipts. Accrual basis Other Building rents are \$418,404 ahead of budget FYTD November due to CPI adjustments and additional lease revenues.

**NOTE (6) – Ground Transportation**

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation receipts exceed the budget by \$736,568 FYTD November.

**NOTE (7) – Other Receipts**

This category consists primarily of filming, TSA LEO reimbursements, fingerprint/badge renewal fees, noise fees, access fees, and the newly implemented fee for ground handling services for the airlines. Accruals basis Other Receipts are \$498,644 ahead of budget FYTD November.

**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 \$408,529 FYTD November.

**NOTE (9) – Cash Disbursements from Operations**

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

**NOTE (10) – Administrative Supplies & Costs**

This line item includes office supplies, printing, postage and delivery, office equipment service and lease, recruiting, membership, uniform, Commission meeting, conference and training costs.

**NOTE (11) – Operating Supplies & Maintenance**

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

(Continued)

# **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

## **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**

**MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2021 & 2020**

**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. In October 2021, in response to the better than expected passenger activity recovery, the authority approved additional expenses associated with the Airport's parking operations and remote parking lot shuttle services that are estimated to be \$2,390,000 in excess of the adopted FY 2022 budget for these services.

**NOTE (13) – Contractual Professional Services**

This line item includes various professional services such as legal, auditing, noise, financial and insurance. In October 2021, in response to the better than expected passenger activity recovery, the authority approved additional expenses associated with airport security and traffic control services that are estimated to be \$325,000 in excess of the adopted FY 2022 budget for these services. Also, due to favorable parking revenue transactions, credit card processing fees have increased. In addition, legal services expenses are trending above budget due to ongoing litigation matters.

**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 2021. 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 next remittance, covering parking activity for the months of October, November and December 2021, is due January 2022.

**NOTE (17) – Sound Insulation Program**

The Sound Insulation program is funded primarily through FAA Airport Improvement Program ("AIP") grants 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 are under budget FYTD November by \$2,249,893 due to the delay of certain projects.

**NOTE (19) – Replacement Passenger Terminal Project**

Replacement Passenger Terminal Project costs on a cash basis exceed the budget FYTD November by \$369,633 primarily due to payments for FY 2021 accrued costs. The majority of the \$484,217 in cash expenditures FYTD November are related to the completion of the EIS (payments to RS&H - \$421,670, which are funded through an AIP grant and PFC revenues).

**NOTE (20) – FAA Grants – Other Facility Improvement Program Projects**

FAA Grants are budgeted to partially fund the ARFF Truck Replacement and required Hollyona Property modifications.

(Continued)

# **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

## **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**

**MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2021 & 2020**

**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, the Airfield Vault Replacement Project, the Taxiway A Rehabilitation and the Runway 8 PAPI Relocation Project.

**NOTE (22) – Federal Relief Grant Funds**

FYTD November reimbursement of \$3.6 million is from CARES Act Grant funds, covering FY 2021 costs related to the 2015 Bond Debt Service for June 2021 and certain personnel costs for February to April 2021.

The Adopted FY 2022 Budget includes the use of \$12.3 million in federal relief funds to support bond debt service and personnel costs, and the use of \$2.5 million in ARPA concessions relief funds to supplement the loss in revenue from in-terminal concessionaires due to declined passenger activity resulting from the COVID-19 pandemic.



**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 FIVE MONTHS ENDED NOVEMBER 30, 2021 & 2020**

November 2021									
Monthly Performance					Fiscal YTD Performance (July 2021 - November 2021)				
A	B	C	D	E	F	G	H	I	J
Actual \$ Nov 2021	Budget Nov 2021	Actual \$ Prior Year Nov 2020	Note	Variance Actual Vs. Budget	Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
31	\$408,270	\$175,000	\$193,699 (1)	\$233,270 (225,333)	\$1,901,164	\$775,000	\$895,755 (1)		\$1,126,164
32	0	225,333	0 (3)	(225,333)	376,227	1,226,665	0 (3)		(850,438)
33	55,043	85,913	62,188 (4)	(30,870)	398,696	429,566	389,698 (4)		(30,870)
34	(486,246)	(486,246)	(486,172)	0	(2,431,231)	(2,431,231)	(2,430,859)		0
35	(\$22,933)	\$0	(\$230,285) (5)	(\$22,933)	\$244,856	\$0	(\$1,145,406) (5)		\$244,856

**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) – Federal Relief Grant Funds**

FYTD November reimbursement of \$376,227 covers FY 2021 costs related to the 2012 Bond Debt service for May and June 2021 and was paid with the remainder of the CARES Act grant funds. The Authority has programmed as part of the adopted FY 2022 budget approximately \$2.5 million in Federal Relief Grant funds (CRRSAA and ARPA) to fund the 2012 Bond Debt Service. Future Federal Relief Grant drawdowns will be made on an as needed basis if and when CFC and Facility Rent receipts fall below the 2012 Bond Debt Service requirement.

**Note (3) – Facility Rent**

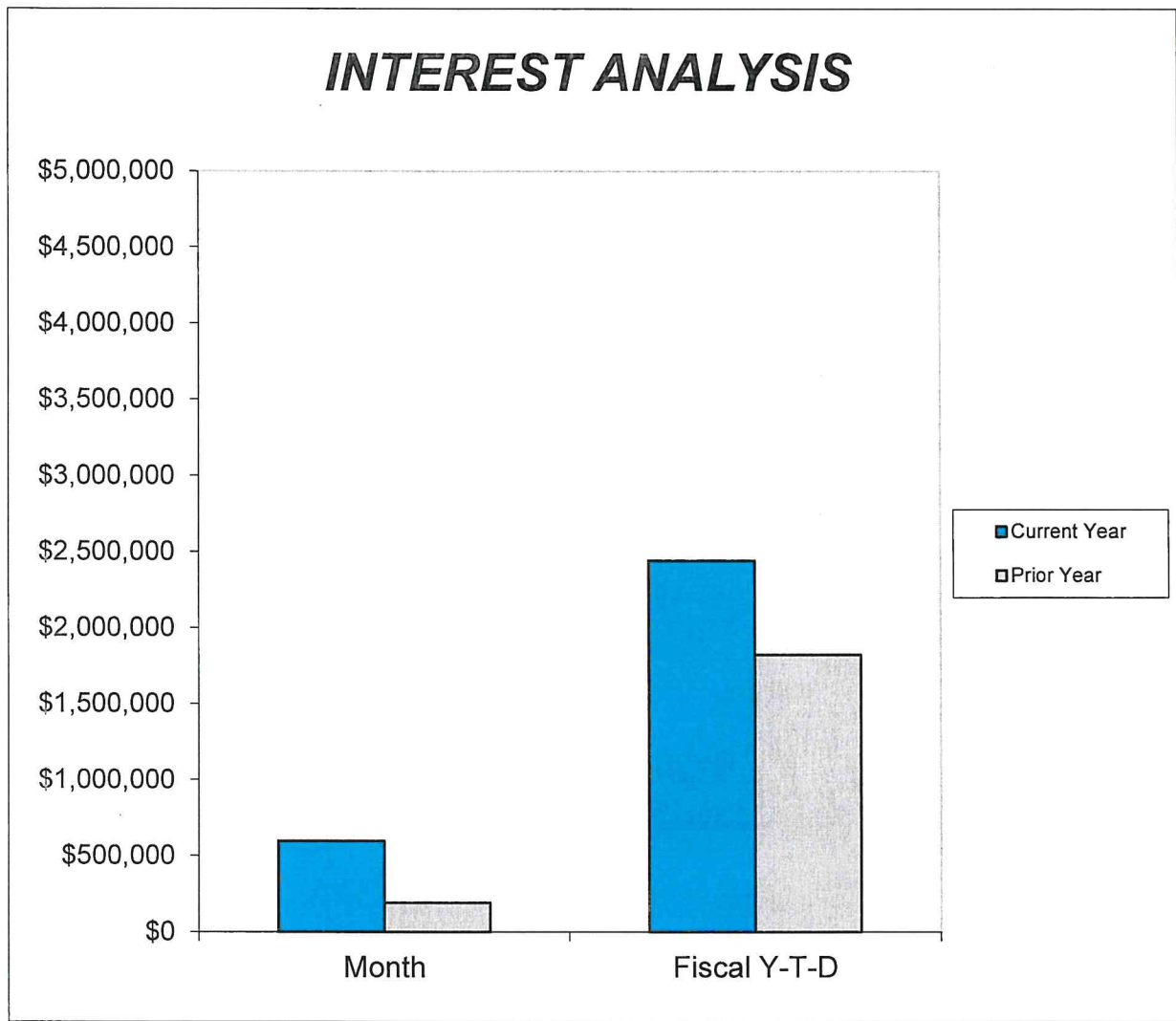
Facility Rent receipts are applied to the 2012 Bond debt service.

**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***



	November 2021	November 2020
Interest Receipts - - Month	\$595,292	\$190,465
Interest Receipts - - Fiscal Y-T-D	\$2,441,502	\$1,822,631
Month End Portfolio Balance	\$249,945,836	\$230,776,482
Yield to Maturity	0.58%	0.29%

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 22, 2022**

**AB 361 FINDINGS FOR SPECIAL BROWN ACT REQUIREMENTS  
FOR TELECONFERENCE MEETINGS**

Prepared by Terence Boga, Esq.  
General Counsel

**SUMMARY**

Staff has placed this item on the agenda to give the Commission an opportunity to make the monthly findings specified in AB 361 (2021) for special Brown Act requirements for teleconference meetings. These special requirements give local public agencies greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees.

**BACKGROUND**

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California due to the spread of COVID-19. The Governor subsequently issued numerous executive orders suspending or modifying state laws to facilitate the response to the emergency. Among other things, these executive orders superseded certain Brown Act requirements and established special rules to give local public agencies greater flexibility to conduct teleconference meetings. The special rules included provisions allowing local public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment, without having to use teleconference locations that are publicly accessible, and without having to identify teleconference locations on the agenda. Those special rules expired on September 30, 2021.

On September 16, 2021, in anticipation of then-imminent expiration of his special rules for teleconference meetings, the Governor signed AB 361. In key part, this bill amended the Brown Act to establish special requirements for teleconference meetings if a legislative body of a local public agency makes two findings pursuant to Government Code Section 54953(e)(3). Like the special rules in the Governor's executive orders, the special Brown Act requirements in AB 361 include provisions allowing public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment, without having to use teleconference locations that are publicly accessible, and without having to identify teleconference locations on the agenda. The AB 361 special Brown Act requirements are scheduled to be repealed on January 1, 2024.

In order for a local public agency to be subject to the AB 361 special Brown Act requirements for teleconference meetings, a legislative body of a local public agency first must make a finding that it has "reconsidered" the circumstances of a declared state of emergency. Second, the legislative body must find that such emergency continues to directly impact the ability of the legislative body's members to meet in person. Alternatively,

for the second finding, the legislative body must find that state or local officials continue to impose or recommend social distancing measures.

The COVID-19 state of emergency declaration is still in effect. Furthermore, the State of California and the County of Los Angeles have recommended measures to promote social distancing. Thus, the California Division of Occupational Safety and Health still requires that employers provide training on the effectiveness of physical distancing in the workplace. Additionally, the Los Angeles County Department of Public Health still encourages people at risk for severe illness or death from COVID-19 to take protective measures such as social distancing and, for those not yet fully vaccinated, to physically distance from others whose vaccination status is unknown. The County Health Department also continues to recommend that employers take steps to support physical distancing.

### RECOMMENDATION

Staff recommends that the Commission make the following findings so that meetings of the Commission and its standing committees will continue to be subject to the AB 361 special Brown Act requirements for teleconference meetings: (1) the Commission has reconsidered the circumstances of the COVID-19 state of emergency; and (2) state and local officials continue to recommend measures to promote social distancing.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 22, 2022**

**PRESENTATION OF FISCAL YEAR 2021 FINANCIAL STATEMENTS AND  
ANALYSIS OF FINANCIAL RESULTS**

Presented by David Kwon  
Director, Financial Services

**SUMMARY**

The Authority's independent auditor, Macias Gini & O'Connell LLP ("MGO") has completed its audit of the Burbank-Glendale-Pasadena Airport Authority ("Authority") fiscal year 2021 financial statements. Enclosed with this staff report is a copy of the audited Basic Financial Statements for the fiscal years ended June 30, 2021 ("FY 2021") and 2020 ("FY 2020"). Also enclosed are copies of the audited Single Audit Reports (audit of federal grant programs), Passenger Facility Charge Compliance Report, Customer Facility Charge Compliance Report, Independent Auditor's Report on Compliance with Section 6.05 of the Bond Indenture, and the Auditor's Required Communications to the Authority Regarding the FY 2021 Audits.

The results are summarized below.

- MGO's "unmodified" opinions are:
  - The Basic Financial Statements are presented fairly, in all material respects, in conformity with generally accepted accounting principles.
  - The Authority complied in all material respects with compliance requirements applicable to its major federal program, the Passenger Facility Charge program and the Customer Facility Charge program and identified no reportable deficiencies in internal control over compliance.
  - MGO identified no reportable deficiencies in internal control over financial reporting or compliance that are required to be reported under Government Auditing Standards.
  - The Schedule of Expenditures of Federal Awards, Schedule of Passenger Facility Charge Revenues and Expenditures and Schedule of Customer Facility Charge Revenues and Expenditures are fairly stated in relation to the Basic Financial Statements as a whole.
  - Based on auditing procedures performed, the Authority complied with the terms, covenants, provisions or conditions of Section 6.05 (Rates and Charges) to Article VI of the Bond Indenture, as amended.

Staff will provide an overview and analysis of financial results for the fiscal year ended June 30, 2021. MGO will present a summary of its audits. At its meeting on February 7, 2022, the Finance and Administration Committee ("Committee") voted unanimously to recommend that the Commission note and file these reports.

## BASIC FINANCIAL STATEMENTS

The Basic Financial Statements (“BFS”) of the Authority have been prepared in conformity with accounting principles generally accepted in the United States of America (“GAAP”). The Government Accounting Standards Board (“GASB”) is the accepted standard-setting body for establishing accounting and financial reporting principles.

The Authority reports its financial operations as a government enterprise activity, and as such, its financial statements are presented using the “economic resources” measurement focus and the accrual method of accounting. Under this method of accounting, revenues are recorded when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. The measurement focus is on determination of changes in net position, financial position, and cash flows. Operating revenues include charges for services, tenant rent, ground transportation, fuel flowage fees, and other operating revenues. Operating expenses include costs of services as well as materials, contracts, personnel, and depreciation. Grants and similar items are recognized as revenue as soon as all eligibility requirements for reimbursement of expenses have been met.

The BFS report is composed of three parts:

- (i) The Independent Auditor’s Report;
- (ii) Management’s Discussion and Analysis (“MD&A”), a narrative overview and analysis of the Authority’s financial activities; and
- (iii) The Basic Financial Statements, consisting of the Statements of Net Position (Balance Sheets), Statements of Revenues, Expenses and Changes in Net Position (Income Statements), Statements of Cash Flows and Notes to Basic Financial Statements.

The Independent Auditor’s Report reflects an unmodified opinion, indicating that the BFS present fairly, in all material respects, the financial position of the Authority at June 30, 2021 and 2020, and the change in financial position and cash flows for the years then ended, are in conformity with GAAP. The audits were conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

The MD&A is required supplementary information. The discussion and analysis in the MD&A is intended to serve as an introduction to the Authority’s Basic Financial Statements.

A summary of the Statements of Net Position at June 30, 2021 and 2020 is as follows:

<b>Summary Statements of Net Position</b>				
<b>June 30, 2021 and 2020</b>				
	<b>2021</b>	<b>2020</b>	<b>Change</b>	
			<b>\$</b>	<b>%</b>
<b>Assets:</b>				
Current assets	\$ 49,949,850	\$ 42,358,426	\$ 7,591,424	17.92%
Restricted assets	90,412,599	87,016,726	3,395,873	3.90%
Facility Development Reserve	180,132,453	180,132,453	—	0.00%
Bond debt service reserve surety, net	14,183	18,911	(4,728)	-25.00%
Capital assets, net	312,584,227	326,217,599	(13,633,372)	-4.18%
<b>Total assets</b>	<b>633,093,312</b>	<b>635,744,115</b>	<b>(2,650,803)</b>	<b>-0.42%</b>
<b>Liabilities:</b>				
Current liabilities and liabilities payable from restricted assets	19,363,459	17,534,646	1,828,813	10.43%
Noncurrent liabilities	84,723,912	90,751,149	(6,027,237)	-6.64%
<b>Total liabilities</b>	<b>104,087,371</b>	<b>108,285,795</b>	<b>(4,198,424)</b>	<b>-3.88%</b>
<b>Deferred inflows of resources:</b>				
Deferred amount on refunding of 2005 Bonds	306,027	408,036	(102,009)	-25.00%
<b>Net position:</b>				
Net investment in capital assets	228,168,126	235,909,562	(7,741,436)	-3.28%
Restricted	81,824,609	78,307,950	3,516,659	4.49%
Unrestricted	218,677,179	212,832,772	5,844,407	2.75%
<b>Total net position</b>	<b>\$ 528,669,914</b>	<b>\$ 527,050,284</b>	<b>\$ 1,619,630</b>	<b>0.31%</b>

A summary of the Statements of Revenue, Expenses and Changes in Net Position for the years ended June 30, 2021 and 2020 is as follows:

## Summary Statements of Revenues, Expenses and Changes in Net Position

Years Ended June 30, 2021 and 2020

	2021	2020	Change	
			\$	%
Operating revenues	\$ 34,697,496	\$ 53,070,298	\$ (18,372,802)	-34.62%
Operating expenses before depreciation	40,903,322	47,209,860	(6,306,538)	-13.36%
Operating income before depreciation	(6,205,826)	5,860,438	(12,066,264)	-205.89%
Depreciation	17,126,358	17,092,659	33,699	0.20%
Operating loss	(23,332,184)	(11,232,221)	(12,099,963)	-107.73%
Nonoperating revenues, net	12,221,688	20,621,821	(8,400,133)	-40.73%
Income before capital contributions	(11,110,496)	9,389,600	(20,500,096)	-218.33%
Capital contributions	12,730,126	3,568,014	9,162,112	256.78%
Changes in net position	1,619,630	12,957,614	(11,337,984)	-87.50%
Net position, beginning of year	527,050,284	514,092,670	12,957,614	2.52%
Net position, end of year	\$ 528,669,914	\$ 527,050,284	\$ 1,619,630	0.31%



## SINGLE AUDIT REPORTS

The Single Audit Reports present the activity of federal award programs of the Authority for the year ended June 30, 2021. The Single Audit Reports include:

- An unmodified independent auditor's report which indicates that MGO identified no instances of noncompliance, reportable deficiencies or other matters that are required to be reported under *Government Auditing Standards*.
- An independent auditor's report that provides an unmodified opinion on compliance with compliance requirements applicable to the Authority's major program and identified no reportable deficiencies related to compliance for that program. The report also indicated that the Schedule of Expenditures of Federal Awards is fairly stated in relation to the Basic Financial Statements as a whole.
- Schedule of Expenditures of Federal Awards
- Notes to Schedule of Expenditures of Federal Awards
- Schedule of Findings and Questioned Costs  
No findings or questioned costs were noted.
- Summary Schedule of Prior Audit Findings and Questioned Costs  
None noted.

## PASSENGER FACILITY CHARGE COMPLIANCE REPORT

The Passenger Facility Charge Compliance Report presents the cash receipts and disbursements of the Authority's Passenger Facility Charge ("PFC") program. The Aviation Safety and Capacity Expansion Act of 1990 authorized the local imposition of Passenger Facility Charges and use of the PFC revenue on Federal Aviation Administration ("FAA") approved projects.

The PFC compliance report includes the following:

- An unmodified independent auditor's report, which indicates that: (i) the Authority complied in all material respects with compliance requirements applicable to the Passenger Facility Charge program; (ii) MGO identified no reportable deficiencies in internal control over compliance; and (iii) the Schedule of Passenger Facility Charge Revenues and Expenditures is fairly stated in relation to the Basic Financial Statements taken as a whole.
- Schedule of Passenger Facility Charge Revenues and Expenditures
- Notes to Schedule of Passenger Facility Charge Revenues and Expenditures

No findings or questioned costs were noted.

## CUSTOMER FACILITY CHARGE COMPLIANCE REPORT

The Customer Facility Charge Compliance Report presents the cash receipts and disbursements of the Authority's Customer Facility Charge ("CFC") program. Assembly Bill 491 of the 2001-2002 California Legislature (codified in California Civil Code Section 1936 et seq. ("Code")) authorized the local imposition of CFCs and use of CFC revenue to plan, finance, design and construct on-airport consolidated rental car facilities (CRCF). The Authority established the CFC effective December 1, 2009 with adoption of Resolution 429. Based on an

amendment of the enabling legislation for the CFC (S.B. 1192; Chapter 642, Statutes of 2010), on December 10, 2010 the Authority approved Resolution No. 439 which repealed Resolution No. 429 and authorized collection of an alternative CFC, effective July 1, 2011, of \$6 per rental car transaction day up to a maximum of five days. Resolution No. 439 authorized collection of the alternative CFC through the period that any debt related to the CRCF is outstanding.

The CFC compliance report includes the following:

- An unmodified independent auditor's report, which indicates that: (i) the Authority complied in all material respects with compliance requirements applicable to the Customer Facility Charge program; (ii) MGO identified no reportable deficiencies in internal control over compliance; and (iii) the Schedule of Customer Facility Charge Revenues and Expenditures is fairly stated in relation to the Basic Financial Statements taken as a whole.
- Schedule of Customer Facility Charge Revenues and Expenditures
- Notes to Schedule of Customer Facility Charge Revenues and Expenditures

No findings or questioned costs were noted.

# **INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH SECTION 6.05 OF THE BOND INDENTURE**

Based on audit procedures performed, MGO identified no instances of noncompliance with the terms, covenants, provisions or conditions with Section 6.05 (Rates and Charges) to Article VI of the Indenture dated May 1, 2005 with Bank of New York Mellon Trust Company, as amended (Bond Indenture), insofar as they relate to accounting matters. The report also contains a calculation of the rates and charges ratio and the debt service ratio for the year ended June 30, 2021, as follows:

<b>Rates and Charges Ratio</b>	
Pledged revenues <sup>1</sup>	\$ 52,953,031
Less operating expenses	40,903,322
Net revenues	\$ 12,049,709
Transfers to Surplus Fund	2,599,576
Net revenues plus transfers to Surplus Fund	\$ 14,649,285
Deposits and charges:	
Accrued debt service - 2012 Airport Revenue Bonds	\$ 5,834,054
Deposit of Customer Facility Charge revenue to Debt Service Fund	(2,182,234)
Accrued debt service - 2015 Airport Revenue Bonds	4,564,250
Total deposits and charges	\$ 8,216,070
Deposits and charges coverage ratio	1.78
Required deposits and charges coverage ratio	1.00
<b>Debt Service Coverage Ratio</b>	
Net revenues plus transfers to Surplus Fund	\$ 14,649,285
Net accrued debt service	\$ 8,216,070
Debt service coverage ratio	1.78
Required debt service coverage ratio	1.25

<sup>(1)</sup> Pledged revenues includes \$17,817,411 in CARES Act grant funds expended in FY 2021 for eligible expenditures.

## **RECOMMENDATION**

At its meeting on February 7, 2022, the Committee voted unanimously (3-0) to recommend that the Commission note and file the Basic Financial Statements as of and for the fiscal years ended June 30, 2021 and 2020; the Single Audit Reports for the year ended June 30, 2021; the Passenger Facility Charge Compliance Report for the year ended June 30, 2021; the Customer Facility Charge Compliance Report for the year ended June 30, 2021; the Independent Auditor's Report on Compliance with Section 6.05 of the Bond Indenture; and the Auditor's Required Communications to the Authority regarding the FY 2021 Audits.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 22, 2022**

**FLEET MAINTENANCE SERVICES AGREEMENT EXTENSION  
KEOLIS TRANSIT SERVICES, LLC**

Presented by Anthony Defrenza  
Director, Engineering and Maintenance

**SUMMARY**

At its meeting on February 7, 2022, the Operations and Development Committee (“Committee”) voted (2–0) to recommend that the Commission authorize a one-year extension of the Fleet Maintenance Services Agreement (“Agreement”) with Keolis Transit Services, LLC (“Keolis”).

**BACKGROUND**

In 2016, the Authority entered into a contract for fleet vehicle and equipment maintenance with Keolis for a three-year base period with two one-year extension options. Upon completion of the base term and being satisfied with the performance level of Keolis, the Authority exercised both extension options. In February of 2021, the Authority negotiated a new contract with Keolis. The Agreement has a one-year base term and allows the parties, by consensus, to twice extend the term for one year at a time. The one-year base term ends March 31, 2022.

Keolis remains in good standing with its obligations to the Authority and has maintained a satisfactory level of service for the past six years. As Staff is reviewing the Authority’s fleet requirements and options for future acquisitions, Staff determined that maintaining continuity with the current fleet vehicle maintenance service provider would be of assistance in the process.

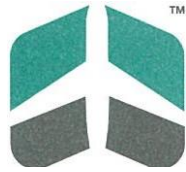
The current labor rate is \$72.50 per hour during regular hours (non-overtime and non-holiday) for an annual expense of approximately \$145,000. As presented last year, if the first extension period is approved, the fixed hourly rate would increase to \$75.00 increasing the annual labor cost to approximately \$150,000. Parts and materials ordered through Keolis are charged separately and will be subject to an 18% markup. In FY 2021 parts & materials cost (without markup) was approximately \$73,000.

**BUDGET**

Appropriations for vehicle maintenance services are included in the adopted FY 2022 Budget. Appropriations for these services in the upcoming years will be included in future budget requests.

**RECOMMENDATION**

At its meeting on February 7, 2022, the Committee voted (2–0) to recommend that the Commission approve the first extension of the Agreement with Keolis.



**Hollywood  
Burbank  
Airport**

Via e-mail : Original via USPS

Ms. Sandi Hill  
**Keolis Transit Services, LLC**  
470 Atlantic Avenue  
Boston, MA 02210

**Re: Fleet Maintenance Services Agreement (P.O. A6939R1)  
dated March 15, 2021 - Exercise Extension Option No. 1**

Dear Ms. Hill:

I write on behalf of the Burbank-Glendale-Pasadena Airport Authority ("Authority") with reference to the March 15, 2021 Fleet Maintenance Services Agreement executed by the Authority and Keolis Transit Services, LLC. As you know, pursuant to Section 2.2 of the Agreement, the Authority may exercise two, one-year extension options which would extend the term for one year at a time.

This letter serves as notice that, at its \_\_\_\_\_ meeting, the Authority Commission approved the exercise of Extension Option 1, extending the term though \_\_\_\_\_.

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

Anthony DeFrenza  
Director, Engineering and Maintenance

cc: F. Miller, BGPAA  
J. Hatanaka, BGPAA  
K. David, BGPAA  
S. Kimball, BGPAA  
A. DeHoyos, BGPAA  
V. Hollands, BGPAA

I hereby acknowledge and accept Option Extension 1 as approved by the Authority Commission:

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

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

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 22, 2022**

**AWARD OF CONTRACT TO MV TRANSPORTATION, INC.  
FOR COURTESY SHUTTLE SERVICES**

Presented by Tom Janowitz  
Senior Manager, Ground Access

**SUMMARY**

At its meeting on February 7, 2022, the Operations and Development Committee (“Committee”) voted (2–0) to recommend that the Commission award a Courtesy Shuttle Services Agreement (“Agreement”) to MV Transportation, Inc. (“MV”) for courtesy shuttle services (utilizing a CNG fleet) between Airport Parking Lots A, C, and Employee Lot to and from the Airport Terminal for a fixed-price monthly fee of \$234,797.61, plus the cost of fuel. The term of the proposed agreement is for a ten-month period from March 1, 2022, through December 31, 2022. A Request for Proposals (“RFP”) will be issued in the spring of CY 2022 for the purposes of complying with the Authority’s Air Quality Improvement Plan that requires fifty percent of the shuttle bus fleet serving the Airport be electrified by 2023.

**BACKGROUND**

On October 18, 2021, MV Transportation was awarded a month-to-month agreement for courtesy shuttle services expanding the service to coincide with the reopening of Lots A and the Employee Lot as well continuing service to Lot C. That month Staff also issued an RFP to procure these services for a longer-term agreement.

**PROCUREMENT**

The RFP was issued and posted on October 1, 2021 and listed on PlanetBids. Staff held a mandatory pre-proposal (virtual) teleconference on October 27, 2021, with three companies participating: First Transit, Inc. (“First Transit”); MV; and Coach Max Corp. The potential respondents were given an opportunity to ask questions regarding the RFP. All three companies submitted proposals by the submission deadline via PlanetBids. However, the proposal from Coach Max Corp. was deemed non-responsive due to their lack of experience in airport shuttle operations and not having a fleet of vehicles ready and available for the airport courtesy shuttle operation.

An evaluation team comprised of Staff from various departments analyzed the responsive submittals. Those proposals were scored on a potential 100-point system, based on specific selection criteria outlined within the RFP.

The selection criteria with related point structure from the RFP are as follows:

- SC-1: Firm's experience, background & past performance (25 points)
- SC-2: Qualifications of proposed project team (15 points)
- SC-3: Technical approach and quality (25 points)
- SC-4: Fee schedule (30 points)
- SC-5: PSA acceptance (5 points)

The results of the evaluation were as follows:

Respondent	SC-1 Firm's Exp., Background & Past Performance	SC-2 Qualifications of Proposed Project Team	SC-3 Technical Approach & Quality	SC-4 Fee Schedule	SC-5 PSA Acceptance	TOTAL POINTS	RANK
Points Available	25	15	25	30	5	100	
First Transit	23	15	24	17	5	84	2
MV Transportation	23	14	24	30	5	96	1

Breakdown of the proposed fee schedule for each parking lot by respondent is as follows:

	Item 1 - Lot A 50%	Item 2 - Lot A 100%	Item 3 - Lot C	Item 4 - Employee Lot	Emergency Svcs Hrly Rate	Monthly Price (Lot A 50%)	Monthly Price (Lot A 100%)
First Transit	\$ 205,291.22	\$ 230,484.88	\$ 128,318.50	\$ 67,103.44	\$ 107.98	\$ 400,713.16	\$ 425,906.82
MV	\$ 94,368.48	\$ 94,368.48	\$ 66,282.55	\$ 74,146.58	\$ 73.87	\$ 234,797.61	\$ 234,797.61

The lowest total proposed fee schedule for the services by month is \$234,797.61. The cost of CNG fuel will be separately invoiced monthly for fuel purchased at cost with no markup fee added.

## DETAILS

MV is the largest privately-owned transportation contract services company in North America. MV operates in 165 locations within 25 states in the U.S and works with public entities including cities, counties, transit agencies, school districts, universities and private companies performing fixed-route, paratransit, on-demand, and shuttle services. MV currently has 30 transportation service contracts in the Los Angeles area, including contracts for operation of the BurbankBus and the Glendale Beeline local transit lines.

MV provided courtesy shuttle service between the Airport's remote parking lots and Terminals from 2015 to 2020. This service was suspended in 2020 due to the impacts of the COVID-19 pandemic. As the need for remote parking lot capacity returned, as described earlier, a month-to-month agreement for courtesy shuttle services was entered into with MV.

MV will continue to utilize its fleet of CNG-powered, 18-seat ADA-compliant vehicles and dedicate them to the Airport. These vehicles seat 18 passengers with accommodations for two wheelchairs. The proposal, over the current month-to-month scope of service, includes

additional supervisory staff, installation of vehicle locaters to improve service level performance and improved dispatch monitoring.

### **BUDGET IMPACT**

At the time the FY 2022 budget was developed, \$65,000 was included in appropriations for these services as there was limited need for courtesy shuttle service due to the closure of the remote parking lots. Due to rising demand for parking capacity, Lot C was reopened in July. With the passenger activity levels continuing to return, in October 2021 Staff recommended and the Commission approved, the reopening of Lot A, as well as the Employee lot. Also approved was a temporary month-to-month courtesy shuttle service and an increase in parking rates effective January 1, 2022.

At the October 2021 presentation, Staff provided an estimate of courtesy shuttle services expenses as compared to the FY 2022 adopted budget. The chart below depicts a revised estimate of those expenses.

<b>Budget Line Item</b>	<b>Revised FY 2022 Estimated Actuals</b>	<b>FY 2022 Adopted Budget</b>	<b>Revised Estimated FY 2022 Additional Expenses</b>
Contractual Transportation Services (Shuttle Services) - acct. #8626	\$ 1,868,500	\$ 65,000	\$ 1,803,500

Staff anticipates that the increase in cost for shuttle services can be accommodated by the higher parking revenues generated from both the increase in rates and parking activity. Appropriations for courtesy shuttle services in future years will be included in subsequent budget requests

### **RECOMMENDATION**

At its meeting on February 7, 2022, the Committee voted (2–0) to recommend that the Commission award the Agreement to MV Transportation and authorize the President to execute the same.



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 22, 2022**

**AWARD OF INSURANCE BROKERAGE SERVICES AGREEMENT**

Presented by Scott Kimball  
Deputy Executive Director, Operations, Business and SMS

**SUMMARY**

At its meeting on February 7, 2022, the Finance and Administration Committee (“Committee”) voted unanimously (3–0) to recommend that the Commission award an Insurance Brokerage Services Agreement (“Agreement”) (copy attached) to Willis Towers Watson Insurance Services West, Inc. (“Willis”) for exclusive brokerage services of all Authority insurance policies for a three-year term, with two, one-year extension options available for exercise at the discretion of the Authority.

**BACKGROUND**

On February 21, 2017, Willis was awarded the insurance brokerage services agreement and during the past five years has met all of their obligations under the terms of that agreement includes the market research, annual placement of the Authority’s various insurance policies, review of insurance requirements for airport tenants and additional claims support with underwriters. As the agreement’s term is set to expire on February 28, 2022, Staff issued a Request for Proposal (“RFP”) on November 21, 2021 with the intent to award a new agreement effective March 1, 2022.

**PROCUREMENT**

The RFP was issued posted on PlanetBids with notice of the competitive opportunity also placed on the cities of Burbank, Glendale and Pasadena’s websites, and listed in the Airport Consultants Council weekly email newsletter to its members.

Staff held a mandatory pre-proposal (virtual) teleconference on December 1, 2021, with three companies attending, giving potential respondents the opportunity to discuss and ask questions regarding the RFP. All three companies that participated in the mandatory pre-proposal teleconference submitted responsive proposals by the submission deadline via PlanetBids as required.

An evaluation team comprised of Airport Staff from various departments analyzed the submittals. Again, all submittals were deemed responsive and the responses were scored on a potential 100 point system, based on specific Selection Criteria outlined within the RFP.

The Selection Criteria with related point structure from the RFP are as follows:

SC-1	Experience, Background, Past Performance	25 points
SC-2	Qualifications of Proposed Project Team	20 points
SC-3	Technical Approach	25 points
SC-4	Proposed Compensation	20 points

The results of the evaluation are listed as follows:

Respondent	SC-1 Experience, Background and Past Performance	SC-2 Project Team Qualifications	SC-3 Technical Approach and Appropriate Credentials	SC-4 Proposed Compensation	SC-5 Acceptance of Sample Insurance Brokerage Svcs. Agreement	TOTAL POINTS	RANK
Points Available	25	20	25	20	10	100	
Alliant Insurance Services	24	18	25	16	9	92	2
Aon Risk Insurance Services West, Inc.	24	18	23	10	6	81	3
Willis Towers Watson	25	19	23	20	10	97	1

For reference, price proposals submitted by each firm are as follows:

Respondent	Year 1	Year 2	Year 3	Year 4	Year 5	Total Price of Program	Average Annual Price
Alliant	\$ 65,000	\$ 66,950	\$ 68,959	\$ 71,028	\$ 73,159	\$ 345,096	\$ 69,019
Aon	\$ 115,000	\$ 115,000	\$ 115,000	\$ 115,000	\$ 115,000	\$ 575,000	\$ 115,000
Willis	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 275,000	\$ 55,000

## DETAILS

Willis is a major provider of risk management services, insurance and reinsurance brokerage, human resources and management consulting, as well as specialty insurance underwriting. Headquartered in London, England, Willis employs 40,000 people and has offices in more than 140 countries around the world. The Authority's account would continue to be serviced by the Los Angeles office located on South Grand Avenue with the Principal Representative being Mr. Demetri Lembesis, CPCU, and Executive Vice President.

Mr. Lembesis will continue to serve as the person responsible for the Authority's account, not only serving as the primary contact for Willis, but overseeing all aspects of the Authority's insurance needs and requirements and directing members of the Supporting Personnel assigned to the Authority. Willis will review, analyze and market all insurance coverages, including property and primary and excess casualty, aviation, automobile liability, public officials' errors, workers compensation and omissions and fidelity placements. Willis also will review, analyze and market other coverages as recommended by Willis or as required by the Authority, such as a potential for a future Owner's Controlled Insurance Program to support the Replacement Passenger Terminal program. Additionally, Willis will assist the Authority in identifying, evaluating, and reporting on risks within the Airport.

## AGREEMENT DETAILS

The proposed Agreement with Willis will be for a three-year term, commencing March 1, 2022, and ending February 28, 2025, with two one-year options available to the Authority.

### BUDGET IMPACT

The FY2022 adopted budget includes appropriation for insurance brokerage services. Appropriations for future years' service will be included in subsequent budget requests.

### RECOMMENDATION

At its meeting on February 7, 2022, the Committee voted unanimously (3–0) to recommend that the Commission award the Insurance Brokage Service Agreement to Willis and authorize the President to execute the same.

## **INSURANCE BROKERAGE SERVICES AGREEMENT**

This Insurance Brokerage Services Agreement (“Agreement”) is dated February 22, 2022 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Willis Towers Watson Insurance Services West, Inc. (“Broker”), a California corporation.

### **RECITALS**

A. Authority is the owner and operator of the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”), a public land airport located in the City of Burbank, County of Los Angeles, State of California.

B. Broker is engaged in the independent management, design and administration of complex insurance and self-insurance programs.

C. Authority is subject to numerous property and casualty risks and exposures to loss that Authority desires to minimize and efficiently monitor by the retention of an insurance broker.

D. Broker wishes to provide the designated insurance brokerage services for Authority upon the terms and conditions contained in this Agreement.

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

#### **1. Term**

A. Authority hereby appoints Broker as its exclusive insurance broker in accordance with the terms of this Agreement for insurance coverages procured on behalf of the Authority for Fiscal Years 2022-2023 through 2024-2025, corresponding with the period beginning March 1, 2022 and ending June 30, 2025.

B. Authority shall have two options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, the Authority shall give written notice to Broker at least 60 days prior to the then-scheduled expiration date.

#### **2. General Provisions**

A. Broker shall perform the services specified in the attached Exhibit A (“Services”) in accordance with this Agreement.

B. Broker shall perform the Services in accordance with applicable law. Broker shall obtain any certifications as may be required by law for performance of the Services.

C. Broker shall perform all work to the highest professional standard and in a manner satisfactory to Authority.

D. Authority may request services in addition to those specified in Appendix A (“Additional Services”), in which case Broker shall develop and submit to Authority a work plan detailing the specific tasks to be completed and a detailed not-to-exceed budget for performing such tasks. Broker shall not perform any Additional Services until Authority has issued a written notice-to-proceed with the execution of the work plan. Broker will not be authorized to perform or invoice Authority for any work not specifically authorized in Authority’s notice-to-proceed.

E. Demetri P. Lembesis shall be designated as Broker’s principal representative assigned to Authority (“Principal Representative”). Broker shall not, at any time during Fiscal Year 2022-2023 (beginning March 1, 2022 and ending June 30, 2023), reassign or remove the Principal Representative from Authority’s account, unless requested in writing by Authority’s Executive Director. Any change in the Principal Representative thereafter shall require the prior written approval of the Executive Director. Authority shall have the right, but not the obligation, to interview any substitute Principal Representative proposed by Broker before such substitute Principal Representative begins servicing Authority’s account. Authority acknowledges that other Broker employees or agents may perform services in support of Authority’s account from time to time. Authority’s rights under this paragraph shall not constitute, or be construed to constitute, any right to terminate or otherwise interfere with any employment relationship between Broker and Broker’s employees.

### **3. Limitations of Authority**

A. Broker will not enter into any contract for the benefit of Authority without Authority’s express approval, except as herein expressly stated.

B. Broker shall have no authority to bind or enter into insurance contracts on behalf of Authority unless given that authority, on a policy by policy basis, by the Executive Director.

### **4. Payment of Premiums**

A. Insurance placed by Broker on behalf of Authority will be invoiced immediately upon placement of the coverage. Authority shall remit premium payments to Broker within 30 days of receipt of any invoice.

B. All retrospective premiums will be invoiced by Broker. All premiums will be invoiced immediately and are payable according to the terms and conditions of the insurance policy or contract.

C. All retrospective premium refunds will be paid by Broker upon receipt of the refund from the refunding carrier.

D. Broker shall send Authority open item statements of account within 15 days after each calendar month.

## **5. Compensation**

A. Authority agrees to compensate Broker for the Services, and Broker agrees to accept as full satisfaction, an annual fee in the amount of \$55,000.00. It is understood and agreed that any material change to Authority's insurance purchasing or brokerage services requirements, such as but not limited to the construction of a new terminal or the deletion of a type of coverage, may result in a renegotiation of the fee at Authority's sole discretion. The annual fee shall be payable in semi-annual installments beginning on July 1, 2022.

B. Broker shall not receive any commission, mark-up, or any form of compensation from a broker or insurer for any insurance placements made under this Agreement excepting bond placements. Broker agrees to disclose to Authority all commissions offered by brokers or underwriters on insurance placed under this Agreement. All insurance quotations to Authority by Broker will be on a net rate basis.

C. Captive feasibility studies, full actuarial studies, insurance pooling studies, and other alternative risk financing studies are outside the scope of this Agreement and will be separately priced. Services provided by other Broker entities, affiliates, subsidiaries, or related companies are outside the scope of this Agreement.

D. All bonds will be placed with bonding companies according to the usual and customary commission rates set by bonding companies, to the extent permitted by law. All expenses incurred in brokering bond placements, including overnight delivery charges, will be paid by Broker.

## **6. Termination**

A. Either party may terminate this agreement for any reason by giving written notice of termination to the other party not less than 60 days prior to the effective date of such termination. In such event, premium billings by Broker will be suspended with its last billing rendered up to the date of termination. Broker's annual fee, as provided in Section V.A., shall be pro-rated for services rendered up to the date of termination.

B. Events of Termination: Notwithstanding the foregoing, this Agreement shall terminate upon the occurrence of any of the following events:

1. Failure of Broker to meet any material covenant, agreement, or obligation provided for in this Agreement, if it has not commenced to cure any such default within 20 days after written notice from Authority;

2. Broker becomes insolvent or is adjudicated as bankrupt, or its business comes into possession or control, even temporarily, of any trustee in bankruptcy or a receiver is appointed for it or it makes a general assignment for the benefit of creditors. If any of these events occurs, no interest in this Agreement shall be deemed an asset or liability of Broker, nor shall any interest in this Agreement pass by operation of law without the consent of Authority.

C. Termination of this Agreement, without regard to cause, shall terminate all rights, duties and obligations between the parties. Upon termination, Broker shall promptly deliver all policies, endorsements, and certificates to Authority. Also upon termination, Broker shall provide an accounting to Authority and the parties will promptly settle any outstanding balances. Broker shall have no further obligation to process retrospective audit adjustments, report claims or issue policy certificates.

## **7. Coverage Not Placed Due to Market Conditions**

A. In the event market conditions are such that Broker is unable to arrange, place or keep in force any insurance coverage, Authority shall have the option to attempt to market the coverage through other brokers.

B. Deletion of any insurance coverage and marketing the coverage through other brokers, shall be Authority's sole remedy for Broker's inability to arrange, place or keep in force any insurance coverage. Deletion of any insurance coverage by Authority shall not work as a termination of the remainder of this Agreement.

## **8. Indemnification**

A. Broker shall defend, indemnify and hold harmless Authority, TBI Airport Management, Inc. ("TBI"), the cities of Burbank, Glendale and Pasadena, California and the respective commissioners, councilmembers, officers, directors, employees, agents and representatives of Authority, TBI and the cities of Burbank, Glendale and Pasadena, California (individually "Indemnatee," collectively "Indemnitees") from and against claims arising out of, resulting from or relating to this Agreement. Without limiting the generality of the preceding sentence, Broker shall defend, indemnify and hold harmless the Indemnitees from and against claims arising out of, resulting from or relating to the following: (i) the performance of any Services or Additional Services; (ii) the employment by or on behalf of Broker of any employee, agent, or representative in the performance of the Services or Additional Services; or (iii) the reassignment, replacement or removal of any Broker Employee from the performance of the Services or Additional Services.

B. Each Indemnatee shall have the following rights with respect to any claim against the Indemnatee: (i) to approve of any legal counsel engaged by Broker to defend the Indemnatee with respect to such claim, and such approval shall not be unreasonably withheld; and (ii) to engage separate legal counsel for the Indemnatee, and such separate legal counsel shall be selected by the Indemnatee. The fees and costs of the legal counsel described in (i) and (ii) above shall be paid for by Broker as part of its indemnity obligation.

## **9. Insurance**

A. Broker shall carry insurance during the term of this Agreement as specified below. The insurance shall be provided by companies that are licensed to do business in California and that have an A. M. Best insurance guide rating of no less than A-X.

1. Worker's Compensation insurance written in accordance with California statutory limits and Employer's Liability insurance in amounts not less than the following:
  - a. Bodily injury by accident - \$1,000,000 - each accident
  - b. Bodily injury by disease - \$1,000,000 - policy limit
  - c. Bodily injury by disease - \$1,000,000 - each employee
  - d. The Employer's Liability insurance shall not contain occupational disease exclusion.
2. Comprehensive General Liability including broad form property damage and contractual liability: \$5,000,000 minimum and \$5,000,000 minimum Excess Liability.
3. Comprehensive Motor Vehicle Liability for owned, non-owned and hired vehicles physical damage and vehicle hazards. Coverage shall be written in an amount of \$5,000,000 combined single limit.
4. Errors and Omissions Liability appropriate to Broker's profession. Coverage shall be in an amount not less than \$5,000,000 per claim, and shall be endorsed to include contractual liability. Defense costs shall be paid in addition to the limits.

B. Broker shall provide endorsements, naming Authority as additional insured, for all required coverages to Authority within 20 business days after the effective date of this Agreement and from time to time during the term hereof as may be requested in writing by Authority.

## **10. Dispute Resolution**

A. If the parties are unable to resolve by mutual agreement any dispute relating to this Agreement, either party shall have the right to commence an action in any court of the State of California or the United States located in Los Angeles County, California, unless the parties agree as to an alternative dispute resolution procedure for resolving such dispute. Pending settlement or the final decision by the court, Broker shall proceed diligently with the performance of the Agreement in accordance with the Authority Purchasing Manager's direction.

B. In the event of any judicial, arbitration or mediation action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action shall be entitled to reasonable attorneys' fees, expert witness fees and costs.



The trier of fact in any judicial proceeding shall be specifically requested to name the prevailing party.

C. Neither party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to matters beyond its control (including strike, fire, flood or other natural disaster, war, embargo or riot) provided that the party so delayed immediately notifies the other party of such delay.

## **11. Assignment**

This Agreement is personal to Broker. Broker shall have no right to assign this Agreement, or any monies due or to become due, or to delegate any of its duties, either voluntarily, involuntarily or by operation of law, without the prior written approval of Authority. A prohibited assignment within the meaning of this Section includes any transfer, sale or change in the ownership of more than 20% of the total stock or partnership interests or limited liability company interests or other equity or voting rights or interests of Broker or any other change in the management of Broker. Authority's consent to any assignment or transfer shall not constitute a waiver of any of the restrictions provided for in this Agreement or to be a consent to any subsequent transfer or assignment.

## **12. Miscellaneous**

A. The attached Exhibit A is incorporated into this Agreement by reference. This Agreement (including the attached Exhibit) constitutes the entire contract of the parties and supersedes all prior and contemporaneous verbal and/or written negotiations, understandings and contracts of the parties with respect to this subject matter. No change or modification of the provisions of this Agreement shall be valid unless in writing and signed by the parties.

B. Unless otherwise indicated, the following rules of interpretation shall govern this Agreement. References to "section" or "paragraph" refer to provisions of this Agreement. References to "days" refer to calendar days. References to "Executive Director" refer to Authority's Executive Director or such official's designee. When the context requires, words importing only the singular include the plural and vice versa.

C. This Agreement shall not be construed as creating a partnership between the parties or as creating any other form of legal association that would impose liability upon Broker or Authority for an act or omission of the other party. Broker shall perform the Services as an independent contractor of Authority. Broker shall not have any authority to bind Authority by contract or otherwise, or to incur any obligation or liability on behalf of Authority, unless such authority is expressly conferred by this Agreement.

D. This Agreement shall be governed by California law.

E. If one or more of the provisions of this Agreement is hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, the parties agree that the invalidity or unenforceability of such provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

F. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same instrument. The exhibits and appendixes attached hereto are by reference deemed incorporated herein.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**Willis Towers Watson Insurance Services West, Inc.**

By: Demetri Lembesis

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

Print Name: Demetri Lembesis, Executive Vice President

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

☐ 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**

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

Approved as to form:

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

## **Exhibit A Services**

Broker shall perform the following tasks:

- 1) Develop a renewal strategy plan for each line of coverage owned by Authority, to be presented in writing to Authority a minimum of 90 days before the coverage's expiration. Include recommendations for carriers to be approached and identify any intermediaries (London/international brokers, wholesalers, managing general agents/underwriters, etc.) that might be used in the marketing/quoting process, including full disclosure of how such brokers/intermediaries would be compensated. Incorporate proposed coverage enhancements (if any) for each line of coverage as well as benchmarking information on limits and deductibles, and information on current market conditions.
- 2) Along with the renewal strategy plan, provide carrier loss runs annually for previous five years (and prior years with open losses) on all lines of coverage. Authority may request loss runs more frequently, at its discretion.
- 3) Coordinate the collection of underwriting data (i.e. applications, value schedules, information on enplanements/deplanements, aircraft movements, tenant/operator/vendor insurance requirements, payroll, and other relevant data) for all policies placed on behalf of Authority. Prepare and deliver comprehensive underwriting submissions to the selected insurance carriers at least 60 days before expiration.
- 4) Market and obtain quotations for each line of coverage.
- 5) Provide renewal proposal(s) to Authority on all lines of coverage 30 days before expiration. Proposal(s) must:
  - a) Include documentation of all quotes and/or indications and/or declinations (including reasons for declination) received from all carriers approached;
  - b) Provide coverage details (limits, deductibles, supplementary coverages, changes compared to expiring placement, etc.), premiums (and rate structure, if applicable), other relevant terms/conditions, and carrier's current financial ratings for each bindable quote obtained;
  - c) Provide full disclosure of any/all commissions, fees, contingent commissions, or other form of compensation, whether or not directly tied to the placed coverage (including as respects international brokers or other intermediaries/wholesalers, managing general agents/underwriters), relating to all quotes/indications;

- d) Include a comparison (preferably a chart in Excel) between all bindable quotes obtained;
- e) Include a description of other carrier provided value added services (claims, loss control, etc.) and/or other factors (i.e. location of servicing office, staffing adequacy, service response, etc.) that should be considered by Authority in addition to coverage terms/conditions/pricing;
- f) Highlight creative solutions, innovative suggestions, limit and/or deductible options, etc. that Authority should consider; and
- g) Provide Broker's recommendations, along with supporting reasons for such recommendations.

The following services will apply to new policies procured by Broker and existing policies, covering multiple years, that may not be renewed in Fiscal Year 2022-2023:

- 6) Electronically provide Authority with detailed Binders of Insurance, prior to the effective date of coverage, for all policies.
- 7) Prepare and mail original renewal certificates of insurance to certificate holders and provide electronic copies to Authority.
- 8) Review all policies for accuracy (conformity to coverage bound) prior to delivery to Authority. In addition to the original paper copies, provide electronic copies of all policies. All coverages placed with multiple layers must include a graphic display of the placement showing carriers, limits, and premiums per layer.
- 9) Request and obtain necessary policy endorsements, certificates of insurance, and other insurance documents from insurance carriers as needed throughout the policy term. Review such documents for accuracy (conformity to coverage bound and/or format requested) and transmit such documents to Authority and/or certificate holders as appropriate.
- 10) Process/perform all invoicing/accounting functions relating to each line of coverage.
- 11) Act as risk advocate and liaison with insurers (including their vendor partners) as respects loss control inspections. Review/discuss recommendations with Authority as respects importance and/or feasibility of implementing such recommendations.
- 12) Provide input on risk mitigation/minimization and/or transfer of risk techniques, including contractual indemnification and insurance requirements (contained in contracts with operators, tenants, sub-tenants, vendors, contractors, service providers, concessionaires, etc.).

- 13) Act as a claims advocate for Authority in communications with the insurers and/or outside claims adjusters.
- 14) Provide answers to Authority and obtain clarification from insurers, underwriters or adjusters regarding coverage applicability and/or claims questions.
- 15) Recommend additional coverages appropriate to Authority's risk profile and changes/expansion in operations/exposures/emerging risks on an on-going basis. Authority must not be charged an insurance broker services fee for quotes for new coverage unless and until the coverage is purchased.
- 16) Submit an annual stewardship report encompassing all lines of coverage. The stewardship report shall summarize Broker's activities (and status of such activities) conducted on behalf of Authority for the previous 12 month period and also provide an outline of anticipated goals and/or activities for the next six months.
- 17) Recommend and/or provide risk management training classes for Authority personnel as needed.
- 18) Provide guidance on insurance and contractual requirements in vendor RFPs, construction and facility maintenance RFBs, and airport contracts with operators, tenants, sub-tenants, vendors, service providers, concessionaires, etc.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 22, 2022**

**AMENDMENT NO. 4 TO CONCESSION AND LEASE AGREEMENT  
HG BURBANK JV DBA HUDSON GROUP RETAIL, LLC**

Presented by Scott Kimball  
Deputy Executive Director, Operations, Business and SMS

**SUMMARY**

At its meeting on February 7, 2022, the Finance and Administration Committee (“Committee”) voted unanimously (3–0) to recommend that the Commission approve a Fourth Amendment (“Amendment”) to the Concession and Lease Agreement (“Agreement”) with HG Burbank JV dba Hudson Group Retail, LLC (“Hudson”), the News and Gift Concessionaire at Hollywood Burbank Airport. The proposed Amendment provides an additional 330 square feet of concession space in Terminal A to the “Glendale Crossings” retail shop, extends the term of the Agreement from May 31, 2025, to January 1, 2026, and provides for a month-to-month extension thereafter.

**BACKGROUND**

The Commission approved a ten-year Agreement with Hudson on April 20, 2015, to provide news and gift retail options at the Airport as well as enhance the passenger travel experience.

In April 2020 and August 2020, amendments to the Agreement were executed to provide relief from the COVID-19 pandemic. In December 2020, a third amendment was executed providing for an additional six months of relief.

The proposed Amendment provides an additional 330 square feet of retail space for Hudson to expand and upgrade the current Glendale Crossings store in Terminal A. For the additional investment into the space, the proposed Amendment provides a short extension to the term of the Lease until January 1, 2026, which then will continue on a month-to-month basis until the Replacement Passenger Terminal is completed.

The proposed Amendment requires Hudson to pay an additional space rent of \$590.81 per month with a fixed annual rent adjustment of 3%. All other rent and fees of the Agreement remain unchanged.

**DETAILS**

Key components of the proposed Amendment are:

Premises:	Glendale Crossings (Post-security, Terminal A, Gate A6)
Purpose:	Retail sale of news, gifts, sundries and specialty retail items

Lease Term: Extend from May 31, 2025, to January 1, 2026, continuing on month-to-month thereafter

Termination: 30-day prior written notice to Tenant

Space Rent: \$5,795.68 per month or \$69,548.16 per year

Adjustments: Fixed annual increase of 3%

#### REVENUE IMPACT

The proposed transaction will have a positive impact on the Authority's operating budget by generating an additional \$590.81 per month plus the annual future year applicable rent adjustments as described above.

#### RECOMMENDATION

At its meeting on February 7, 2022, the Committee voted unanimously (3–0) to recommend that the Commission approve the proposed Amendment with Hudson and authorize the President to execute the same.



**AMENDMENT NO. 4 TO  
CONCESSION AND LEASE AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / HG Burbank JV)

THIS AMENDMENT NO. 4 TO CONCESSION AND LEASE AGREEMENT ("Fourth Amendment") ("Agreement") is dated as of \_\_\_\_\_, 2021, and is executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Landlord"), and HG Burbank JV, a California general partnership (comprised of Hudson Group Retail, LLC, a Delaware limited liability company, and Stewart Manhattan Investments, Inc., a California corporation, as partners) ("Tenant").

**RECITALS**

A. Landlord and Tenant entered into that certain Concession and Lease Agreement dated April 20, 2015 (the "Agreement") to provide for Tenant's operation of a nonexclusive news, gifts, and specialty retail concession at the Airport.

B. The Agreement has been amended as follows (collectively, the "Prior Amendments"):

1. An April 6, 2020 Amendment No. 1 to establish a COVID-19 pandemic relief plan that provides a three month abatement of the minimum annual guarantee.

2. An August 17, 2020 Amendment No. 2 to extend the COVID-19 pandemic relief plan by six months.

3. A December 14, 2020 Amendment No. 3 to further extend the COVID-19 pandemic relief plan by six months, subject to early termination upon Tenant's receipt of subsequent COVID-19 pandemic financial assistance from the federal government.

C. The parties now desire to further amend the Agreement to increase the Leased Premises by approximately 330 square feet; replace Exhibit A-3 to the Agreement with the new Exhibit A-3 attached hereto, which includes such additional space ("New Exhibit"); adjust the Space Rent to reflect the addition of such space; and extend the term of the Agreement.

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

1. **Amendment of Section 2.1; Definition of Leased Premises; New Exhibit "A-3".** As of \_\_\_\_\_, 202\_\_, the Leased Premises shall be increased by the additional 330 square feet, which is included in the New Exhibit; all references to the "Leased Premises" in the Lease shall include such additional space; and Exhibit "A-3" to the Lease shall be replaced with the New Exhibit (attached hereto).

2. **Amendment of Section 4.5; Space Rent.** As of \_\_\_\_\_, 202\_\_, the Space Rent shall be \$5,795.68 per month, and shall thereafter increase by three percent (3%) on each anniversary of the Commencement Date (the next such adjustment date is June 1, 2022), and

shall remain payable on the first day of each calendar month during the term of the Agreement, without offset, deduction or prior demand.

3. **Extension of Term.** The term of the Agreement is hereby extended until January 1, 2026, and then shall continue on a month-to-month basis (i.e., either party can terminate upon 30 days' prior written notice to the other).

4. **Counterparts.** This Fourth 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.

5. **Effective Date.** This Fourth Amendment shall be effective upon execution.

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

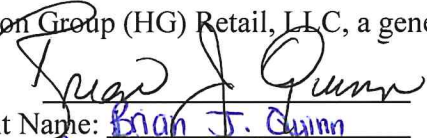
TO EFFECTUATE THIS FOURTH AMENDMENT, the parties have duly executed this Fourth Amendment as of the date first set forth above.

**BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Paula Devine, President

**HG BURBANK JV**, a California general partnership

By: Hudson Group (HG) Retail, LLC, a general partner

By:   
Print Name: Brian J. Quinn  
Title: Deputy CEO

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[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.]

By: Stewart Manhattan Investments, Inc.,

a general partner

By: 

Print Name: SIMON R. STEWART II

Title: ☒ Chairperson ☐ President ☐ Vice President

By: 

Print Name: Michael E. Washington

Title: ☒ Secretary ☐ Asst. Secretary

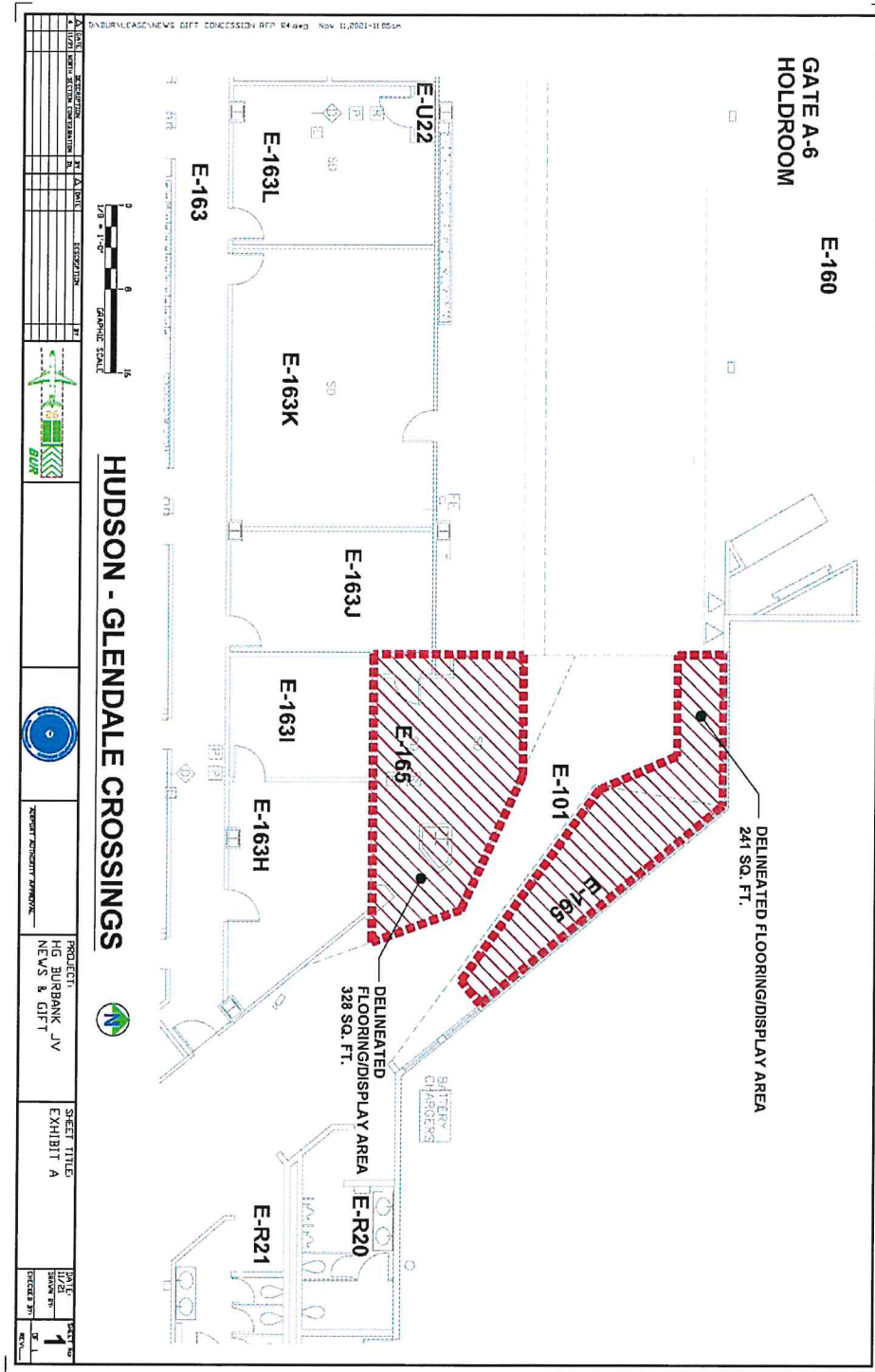
☐ Chief Finance Officer ☐ Asst. Treasurer

[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.]

**NEW EXHIBIT**

See the new Exhibit "A-3" attached hereto.

# EXHIBIT A-3



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 22, 2022**

**FOURTH AMENDMENT TO GROUND DEVELOPMENT LEASE  
HARBOR FREIGHT TOOLS USA, INC.**

Presented by Scott Kimball  
Deputy Executive Director, Operations, Business and SMS

**SUMMARY**

At its meeting on February 7, 2022, the Finance and Administration Committee (“Committee”) voted unanimously (3–0) to recommend that the Commission approve a proposed Fourth Amendment (“Amendment”) of the Ground Development Lease (“Lease”) with Harbor Freight Tools USA, Inc. (“Harbor Freight”). The proposed Amendment extends the term of Lease for an additional five years to June 30, 2036.

**BACKGROUND**

On February 1, 2021, the Commission granted a Conditional Consent to Assignment of Lease (“Consent”) in favor of Avjet Corporation and Harbor Freight. On September 16, 2021, Harbor Freight fulfilled all of the required conditions set forth in the Consent and now assumes all the obligations and requirements in the Lease. All prior amendments to the Lease were granted to Avjet Corporation while it was the active tenant in the hangar.

During the course of fulfilling the terms of the Consent, Harbor Freight decided it would make an additional investment of approximately \$1.7 million into the hangar facility and fully replace the fire suppression system of Hangar 25. For this replacement, Harbor Freight completed the following scope of work: 1) demolition and removal of the pre-existing fire suppression system; 2) installation of a new fire suppression system consisting of a foam-water deluge sprinkler system; 3) installation of a 22,500-gallon underground containment unit to accommodate the new foam and water deluge system; and 4) installation of an upgraded fire alarm control panel. All work performed by Harbor Freight was coordinated with the Airport Fire Department and was subject to review by the Burbank City Fire Marshall to ensure the work met both Authority and City requirements.

In consideration for its additional investment into the facility post assumption of the Lease, Harbor Freight has requested an extension of an additional five-years to June 30, 2036, with all other terms, conditions and rent fees remaining unchanged.

As Harbor Freight is a tenant in good standing, and invested an additional \$1.7 million into the facility, Staff worked with Harbor Freight in developing the proposed Amendment.

## DETAILS

Key components of the proposed Amendment are as follows:

Premises: Hangar 25 and associated ramp

Proposed Expiration: June 30, 2036

Rent: \$490,664.81 annually paid monthly

Adjustment: Annually at 120% of CPI. Fair market value assessment to be undertaken every five (5) years

Termination: Authority has sole discretion to terminate upon six (6) months' notice

Others: Tenant remains responsible for expenses related to its occupancy including maintenance, utilities, insurance and applicable taxes

## BUDGET IMPACT

If approved, the proposed Amendment will extend a rental revenues income source by an additional five years.

## RECOMMENDATION

At its meeting on February 7, 2022, the Finance and Administration Committee ("Committee") voted unanimously (3–0) to recommend that the Commission approve the proposed Amendment with Harbor Freight and authorize the President to execute the same.



## FOURTH AMENDMENT OF LEASE

THIS FOURTH AMENDMENT OF LEASE ("Fourth Amendment") is dated as of \_\_\_\_\_, 2022, and is entered into by and between the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale and Pasadena, California pursuant to the California Joint Exercise of Powers Act ("Landlord"), and HARBOR FREIGHT TOOLS USA, INC., a Delaware corporation ("Tenant").

### RECITALS

- A. Landlord is the owner and operator of the Bob Hope Airport (the "Airport") located in the City of Burbank, State of California.
- B. Landlord and Avjet Corporation, a California corporation ("Avjet"), entered into a Development Ground Lease dated June 19, 2006, as amended by that certain First Amendment of Lease dated January 16, 2007, that certain Second Amendment of Lease dated August 6, 2012, and that certain Third Amendment of Lease dated May 16, 2014 (as so amended, the "Lease").
- C. Avjet assigned the Lease to Tenant with the written consent of Landlord pursuant to that certain Assignment and Assumption of Ground Lease dated September 16, 2021, by and among Jet Aviation Holdings USA, Inc., a Delaware corporation, Avjet, and Tenant.
- D. Landlord and Tenant now desire to further amend the Lease to extend the term thereof.
- E. Capitalized terms used but not defined herein shall have the meaning set forth in the Lease.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Tenant and Landlord hereby agree as follows:

1. Extension of Term. The term of the Lease is hereby extended to June 30, 2036, which date shall be deemed to be the new "Expiration Date" under the Lease. Tenant shall have no rights or options to further extend the Lease.
2. Additional Tenant Covenants. Tenant agrees as follows, and a failure by Tenant to comply with any of the covenants by Tenant contained in the following shall constitute a default under the Lease:
  - (i) Air Quality Improvement Plan. Tenant shall comply with the following provisions of the Burbank Airport's Air Quality Improvement Plan:



Ground Support Equipment Emissions Policy. Airlines and other entities own and operate ground support equipment (“GSE”) to support arriving, departing, and parked aircraft at the Airport. The Airport’s GSE policy will ensure that the Airport achieves Airport-wide GSE emissions targets. The Airport will achieve an airport average composite emissions factor for its GSE fleet which is equal to or less than 1.66 horsepower-hour of nitrogen oxides (g/hp-h of NOx) by January 1, 2023, and 0.74 g/hp-h of NOx by January 1, 2031. Upon achieving the 2023 and 2031 emissions targets, Tenant shall be required to ensure its fleet average continues to meet the Airport emissions targets. Tenant’s obligation to meet the 2031 target shall be contingent on the installation of adequate infrastructure to support zero-emission GSE, which is operationally feasible and commercially available. Tenant’s “Burbank Airport GSE fleet” shall be comprised solely of GSE operated at the Airport. Emissions performance of GSE operating at the Airport cannot be averaged with emissions performance of GSE operating at other airports to demonstrate compliance with the Airport GSE emissions targets.

(ii) Clean Construction Policy. Landlord has adopted a Clean Construction Policy, which may be accessed/found at <http://hollywoodburbankairport.com/green-initiatives/>. For all capital improvement projects (“CIPs”) undertaken by Tenant, Tenant shall comply, and shall cause its CIP contractors to comply, with such Clean Construction Policy, and shall otherwise ensure its contractors follow clean construction policies to reduce emissions of NOx such as using low-emission vehicles and equipment, recycling construction and demolition debris, and minimizing non-essential trips through better schedule coordination.

3. Burbank Airport Employee Ride Share Policy. Landlord intends to join the Burbank Transportation Management Organization (BTMO), which will serve all Airport employees and all Airport tenant employers, including employers with less than 250 employees. Tenant is encouraged to also join and to actively participate in the BTMO as an individual member.

4. Conflict. In the event of a conflict or inconsistency between the terms and conditions of the Lease and the terms and conditions of this Fourth Amendment, the terms and conditions of this Fourth Amendment shall prevail and control.

5. Continuing Effect. Except as specifically modified hereby, the Lease shall remain unaffected and unchanged. The Lease is hereby ratified and affirmed by Landlord and Tenant and remains in full force and effect as modified hereby.

6. Counterparts. This Fourth Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

7. Time of Essence. Time is of the essence of each and every provision hereof.

8. Governing Law. This Fourth Amendment shall be governed and construed in accordance with California law.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to be effective as of the date first written above.

**LANDLORD:**

BURBANK-GLENDALE-PASADENA AIRPORT  
AUTHORITY, a public entity

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

HARBOR FREIGHT TOOLS USA, INC., a  
Delaware corporation

By: Meryl K. Chae  
Print Name: Meryl K. Chae  
Title: General Counsel

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 22, 2022**

**STAFF INCREASE  
OPERATIONS SUPPORT SPECIALIST**

Presented by Scott Kimball  
Deputy Executive Director, Operations, Business and SMS

**SUMMARY**

At its meeting on February 7, 2022, the Finance and Administration Committee (“Committee”) voted unanimously (3–0) to recommend that the Commission approve a staff increase by one person to support the Authority’s Operations Department.

The Operations Department currently has two authorized Operations Support Specialists that perform advance planning and day-of gate management, escort duties for aircraft towing, support the updating of the Airport’s geographic information system (“GIS”) as well as support regulatory compliance, training and record keeping. With the addition of new air carriers serving the Airport, increases in flight schedules, and the implementation of the new gate management system, Staff seeks authorization for one additional Operations Support Specialist position.

**BACKGROUND**

The Operations Department has three integrated sections: 1) Operations Supervisors, 2) the Communication Center, and 3) Operations Support Specialists; that oversee the FAA Part 139 safety, security and regulatory performance of the airfield and terminal.

The Operations Supervisors perform daily on-site compliance inspections, wildlife management, and implement Part 139 directives, guidance and advisory circulars as well as being part of the first responders to airfield, terminal, and landside area incidents. This section also performs security related tasks and functions in compliance with Code of Federal Regulations Title 49, Part 1542 (Airport Security).

The Communications Center serves as the central dispatch center for Airport operations. In addition to managing operational and emergency telephone calls, the Communications Center issues, and coordinates radio communications to and between the Operations, Maintenance, Fire and Police departments, outside mutual support agencies, as well as related federal agencies. The personnel assigned to this section also monitor, on a 24/7 basis, the digital video surveillance system, and airport facility monitoring system.

As mentioned above, the Operations Support Specialist performs both advanced planning and day-of gate management; escorts of aircraft tows across the airfield; supports the GIS program; and provides support to the Operations Supervisors with regulatory compliance, training, recordkeeping, and certain security functions.

Over the past two years the Airport's general aviation and scheduled passenger air carrier tenant base has grown. New general aviation operators have become tenants filling previously vacant aviation hangars and new Part 121 scheduled air carriers, Avelo, Frontier and Flair, now serve the Airport.

Activity levels on and around the airfield have increased since the beginning of the fiscal year. The spring and summer forecasted airline schedules have aircraft operations at or near maximum capacity in Terminal A. What was manageable with two Operations Support Specialists is becoming a challenge, including meeting the increased number of daily aircraft towing operations required. The addition of one position will provide more shift coverage that ensures the Operations Department can meet its duties, respond to airline requests and manage irregular operations, such as arrival or departure delays, in real time.

### BUDGET IMPACT

The current salary range for an Operations Support Specialist position is between \$55,150 to \$58,550 plus benefits under the current Collective Bargaining Agreement with the International Union of Operating Engineers, Local 501. This position is not included in the adopted FY 2022 budget; however, the position is needed to adequately provide the staffing necessary for the Operations Department to carry out their duties.

If the position is approved, recruitment, background checks and actual hiring of an Operations Support Specialist would be for approximately the last three months of the fiscal year. Staff feels the cost of the position for this period of time can be accommodated in the existing authorized personnel budget for FY 2022. Appropriations would be included as part of the staffing in subsequent budget requests in future fiscal years.

### RECOMMENDATION

At its meeting on February 7, 2022, the Committee voted unanimously (3–0) to recommend that the Commission approve an increase in staffing of the Operations Department by one position and direct staff accordingly.

## **FLEET MAINTENANCE SERVICES AGREEMENT**

This Fleet Maintenance Services Agreement (“Agreement”) is dated \_\_\_\_\_ for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Keolis Transit Services, LLC (“Contractor”), a Delaware limited liability company.

### **RECITALS**

- A. The Authority is the owner and operator of the Bob Hope Airport, commonly known as Hollywood Burbank Airport (“Airport”), a public land airport located in the City of Burbank, County of Los Angeles, State of California.
- B. The Authority wishes to retain Contractor to provide various vehicle and equipment maintenance and repair services, including: inspections; tune ups; brake service; wheel service; air conditioning service; tire replacement and rotation; and replacement of hoses, belts, water pumps and operating parts.
- C. Contractor wishes to provide the designated vehicle and equipment maintenance and repair services for the Authority upon the terms and conditions contained in this Agreement.
- D. Contractor acknowledges that it has examined the on-Airport work site and is aware of all existing conditions.
- E. Contractor represents that it is an ASE Certified shop and that it has mechanics with Master ASE Certifications who will be assigned to the Airport.

### **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

#### **1. DEFINITIONS**

- 1.1 “Agreement” means this Fleet Maintenance Services Agreement.
- 1.2 “Airport” means the Bob Hope Airport.
- 1.3 “Airport Fleet Items” means the Priority Fleet Items and Non-Priority Fleet Items listed in the attached Exhibit A.
- 1.4 “Airport Operations Superintendent” means the Authority’s Superintendent, Airport Operations or such person’s duly authorized representative.
- 1.5 “At any time” means at any time and from time to time during the Term.
- 1.6 “Authority” means the Burbank-Glendale-Pasadena Airport Authority.

**COURTESY SHUTTLE SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / MV Transportation, Inc.)

This Courtesy Shuttle Services Agreement ("Agreement") is dated \_\_\_\_\_, 2022 ("Effective Date") for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Authority") and MV Transportation, Inc., a California corporation ("Operator"). The Authority and Operator are sometimes individually referred to as a "party" and collectively as the "parties."

**RECITALS**

- A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and is in need of airport shuttle services.
- B. Operator has the appropriate qualifications, experience and equipment to provide the services.

**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. "Bidder" shall mean a firm that submits a proposal in response to the Authority's Request for Proposals for Services at the Airport.
  - B. "Contract Administrator" shall mean Tom Janowitz or a duly authorized designee.
  - C. "Contract Amount" shall mean \$234,797.61 per month, plus the cost of fuel.
  - D. "FAA" shall mean the Federal Aviation Administration.
  - E. "Federal Requirements" shall mean the federal requirements set forth in the attached Attachment C, which are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.
  - F. "Fee Schedule" shall mean the fee schedule set forth in the attached Attachment B.
  - G. "Hazardous Substances" shall mean any hazardous or toxic substance, material or waste which is or shall become regulated by any governmental entity.
  - H. "Incumbent Operator" shall mean MV Public Transportation, Inc.
  - I. "Manager" shall mean Operator's employee to be on site five (5) days per week during operating hours to exclusively manage and oversee all aspects of this Agreement and report to the Authority.
  - J. "Operating Hours" shall mean the hours of operation designated on the courtesy shuttle schedule. Additional coverage may be required depending on flight delays, and holidays. Shuttle service shall be provided for special tours, job inspections, and special events as requested by the Authority at any time.

- K. "Services" shall mean the Courtesy Shuttle Services set forth in the attached Attachment A.
- L. "Shift Supervisor" shall mean Operator's personnel to be on site seven (7) days per week during shuttle service operating hours to supervise the shuttle operations.
- M. "Shuttle Drivers" shall mean Operator's personnel, whom under the supervision of the Shift Supervisor provide shuttle transport of passengers between the Terminal and remote parking facilities.
- N. "Terminal" shall mean the Bob Hope Airport Terminal A & B concourses.
- O. "TSA" shall mean the Transportation Security Administration.

**2. Services:**

- A. Operator shall provide 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. Operator shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Authority. Operator shall promptly notify the Contract Administrator of any unsafe condition that Operator discovers at the Airport.
- C. In the event any claim is brought against the Authority relating to Operator's performance of the Services, Operator shall provide any reasonable assistance and cooperation that the Authority might require.

**3. Compensation:**

- A. The Authority shall compensate Operator for performance of the Services, and Operator agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Operator under this Agreement exceed the Contract Amount.
- B. The Authority may assess liquidated damages in the amount of the fee deductions set forth in Attachment E – Schedule of Deductions for violations committed by Operator.

4. **Term:** The term of this Agreement begins on the Effective Date and ends on December 31, 2022 unless extended by the Authority. The Authority may exercise two extension options by which it may extend the term of this Agreement for one year at a time in its discretion. Such options may be exercised sequentially or concurrently. To exercise an extension option, the Authority shall deliver written notice to Operator no fewer than 30 days prior to the then-applicable expiration date.

5. **Indemnification:** Operator agrees to indemnify, defend, and hold the Authority and its officials, officers, employees, and agents (collectively, "Authority Indemnitees") harmless from any claims, demands or liability of any kind or nature, including personal injury or property damage, arising from or related to the negligent performance of the services, products or other performance provided by Operator pursuant to this Agreement. If judgment is entered against Operator and the Authority by a court of competent jurisdiction because of the concurrent active negligence of the Authority or

Authority Indemnitees, Operator and the Authority agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

## 6. Insurance Provisions:

- A. Operator agrees to purchase all required insurance at Operator's expense and to deposit with the Authority certificates of insurance, including all endorsements required herein, necessary to satisfy the Authority that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the Authority during the term of this Agreement. This Agreement shall automatically terminate at the same time Operator's insurance coverage is terminated. If within 10 business days after such termination Operator obtains and provides evidence of the required insurance coverage acceptable to the Authority this Agreement may be reinstated at the sole discretion of the Authority. Operator shall pay the Authority \$300 for processing the reinstatement of this Agreement. Such \$300 processing cost may be adjusted annually, in accordance with CPI Index by the Authority at its sole discretion.
- B. Operator agrees that it shall not perform the service at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of the Authority. In no cases shall assurances by Operator, its employees or agents (including any insurance agent) be construed as adequate evidence of insurance. The Authority will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. Operator also agrees that upon cancellation, termination, or expiration of Operator's insurance, the Authority may take whatever steps are necessary to interrupt any operation from or on the Operating Area until such time as the Authority reinstates the contract.
- C. Operator's failure to provide the Authority with a valid certificate of insurance and endorsements, or binder, at any time shall constitute a material breach of this Agreement. Whether or not a notice of default has or has not been sent to Operator, such material breach shall permit the Authority to take whatever steps necessary to interrupt any operation from or on the Operating Area, and to prevent any persons, including, but not limited to, members of the general public, and Operator's employees and agents, from entering the Operating Area until such time as the Authority is provided with adequate evidence of insurance required herein.
- D. All insurance policies required by this Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the Authority. Operator shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. Coverage and minimum limits are listed below:

Commercial General Liability with broad form property damage and Contractual liability	<b>\$1,000,000.00</b> combined single limit per occurrence <b>\$2,000,000.00</b> aggregate.
Automobile Liability including coverage for owned, non-owned and hired vehicles.	\$5,000,000 combined single limit per occurrence.



<u>Workers' Compensation</u>	<u>Statutory</u>
<u>Employers' Liability Insurance</u>	<b><u>\$1,000,000.00</u></b> per occurrence.
Crime	<b>\$1,000,000.00</b> per occurrence and in the annual aggregate.
<u>Garage Keepers Coverage</u>	<b>\$1,000,000.00</b> per occurrence.
Excess Umbrella Liability Insurance	<b>\$9,000,000.00</b> in excess of the Commercial General Liability, Automobile Liability and Employers' Liability coverages

Qualified Insurer: The policy or policies of insurance must be issued by an insurer which meets the minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or [www.ambest.com](http://www.ambest.com) shall be A- (Secure Best's Rating) and VIII (Financial Size Category) or a qualified self-insurance program approved by the State of California. A California authorized carrier is required.

- E. The Authority shall be added as an additional insured on all insurance policies required by this Agreement with respect to work done by Operator under the terms of this Agreement (except Worker's Compensation/Employers' Liability, Crime and Garage Keeper). An additional insured endorsement evidencing that the Authority is an additional insured shall accompany the certificate of insurance.
- F. All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the Authority shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that Operator's insurance is primary and non-contributing shall specifically accompany the certificate of insurance for the Commercial General Liability.
- G. All insurance policies required by this Agreement shall give the Authority 30 days' notice in the event of cancellation. This shall be evidenced by an endorsement separate from the certificate of insurance.
- H. All insurance policies required by this Agreement shall waive all rights to subrogation against the Authority and its officials, officers, agents and employees when acting in the scope of their appointment or employment.
- I. Commercial General Liability policy shall contain a severability of interests clause.
- J. Operator is aware of the provision of California Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with the provisions of that code. Operator will comply with such provisions and shall furnish the Authority satisfactory evidence that Operator has secured, for the period of this Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.
- K. Insurance certificates shall be forwarded to BGPAA/Business Development & Administrative Services Office/Insurance, 2627 Hollywood Way, Terminal A, Burbank, CA 91505.
- L. The Authority may require Operator to increase or decrease insurance of any of the above

insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed appropriate by the Purchasing Manager to adequately protect the Authority.

- M. The Authority shall notify Operator in writing of changes in the insurance requirements. If Operator does not deposit copies of acceptable certificates of insurance and endorsements with the Authority incorporating such changes within 30 days of receipt of such notice, this Agreement shall be in breach without further notice to Operator, and the Authority shall be entitled to all legal remedies.
- N. The procuring of such required policy or policies of insurance shall not be construed to limit Operator's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- 7. **Governing Law and Venue:** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, venue shall be a court of competent jurisdiction located in Los Angeles, California.
- 8. **Taxes:** Unless otherwise provided herein or by law, prices quoted include California state sales or use tax.
- 9. **Warranty:** Operator expressly warrants that services covered by this Agreement are fit for the particular purpose for which they are intended.
- 10. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Agreement, Operator shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement. Operator warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party.
- 11. **Assignment, Subcontracting or Transferring:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Agreement nor any portion thereof may be assigned or subcontracted by Operator without the express written consent of the Authority. Any attempt by Operator to assign, subcontract or transfer the performance or any portion thereof of this Agreement without the express written consent of the Authority shall be invalid and shall constitute a breach of this Agreement.
- 12. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Agreement, the Authority has the right to terminate this Agreement without penalty immediately with cause or after 90 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract that is not cured within 10 days of notice of the breach, and as any misrepresentation or fraud on the part of Operator. Exercise by the Authority of its right to terminate this Agreement shall relieve the Authority of all further obligations. The Authority's right to terminate this Agreement shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

After receipt of a termination notice from the Authority, Operator shall submit to the Authority a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are

granted by the Authority upon written request of Operator. Upon termination the Authority agrees to pay Operator for all services performed prior to termination which meet the requirements of this Agreement, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in this Agreement. Upon termination or other expiration of this Agreement, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the contract. In addition, each party will assist the other party in orderly termination of this Agreement and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

Notwithstanding any other provision of this Agreement, in the event that the Authority determines it is not satisfied with Operator's service and terminates the contract for cause, Operator will refund any and all profits resulting from operating this Agreement for the preceding 12 month period. Operator's chief financial officer will work with the Authority's Purchasing Manager or other designee to mutually agree on the hiring of a third party audit firm to discuss and review data that supports the profits due to the Authority. Upon mutual agreement, Operator's legal and operational team, in coordination with the Authority, will negotiate an addendum to the contract citing the repayment of all profits earned.

Operator may terminate this Agreement in accordance with Section 31 and/or under Attachment B.

13. **Consent to Breach Not Waiver:** No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
14. **Remedies Not Exclusive:** The remedies for breach set forth in this Agreement are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Agreement does not preclude resort by either party to any other remedies provided by law.
15. **Independent Contractor:** Operator shall be considered an independent contractor and neither Operator, its employees, nor anyone working for Operator under this Agreement shall be considered an agent or an employee of the Authority. Neither Operator, employees nor anyone working for Operator under this Agreement shall qualify for workers' compensation or other fringe benefits of any kind through the Authority.
16. **Performance:** Operator shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to the Authority's satisfaction. Operator shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Operator under this Agreement. Operator shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of the Authority required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
17. **Force Majeure:** Operator shall not be assessed with liquidated damages or unsatisfactory

performance penalties during any delay beyond the time named for the performance of this Agreement caused by any act of God (including weather), war, civil disorder, employment strike or other cause beyond its reasonable control, provided Operator gives written notice of the cause of the delay to the Authority within 36 hours of the start of the delay and Operator avails itself of any available remedies.

If either party shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this Article shall excuse Operator from the prompt payment of any fees or other charge required of Operator except as may be expressly provided elsewhere in this Agreement.

18. **Confidentiality:** Operator agrees to maintain the confidentiality of all Authority and Authority-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Operator and Operator's staff, agents and employees.
19. **Compliance with Laws:** Operator represents and warrants that services to be provided under this Agreement shall fully comply, at Operator's expense, with all applicable standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by the Authority in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by the Authority.
20. **Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and/or any other claim of injury or damage.
21. **Severability:** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
22. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
23. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
24. **Interpretation:** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of its own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that it has not been influenced to any extent

whatsoever in executing this Agreement by any other party or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement.

25. **Authority:** The parties represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
26. **Employee Eligibility Verification:** Operator warrants that it fully complies with all statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in statutes and regulations. Operator shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by statutes and regulations, including the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324 et seq.), as they currently exist and as they may be hereafter amended. Operator shall retain all such documentation for all covered employees for the period prescribed by the law.
27. **Faithful Performance Bond:** Operator shall provide to the Authority, and shall maintain during the term of this Agreement, a Faithful Performance Bond in an amount equal to 25% of the annual fee for year one. Such bond shall be secured from an admitted surety company authorized to conduct surety insurance in California and satisfactory to the Authority.
28. **Conditions Affecting Work:** Operator shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Agreement and to know the general conditions which can affect the work or the cost thereof. Any failure by Operator to do so will not relieve Operator from responsibility for successfully performing the work without additional cost to the Authority. The Authority assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Agreement, unless such understanding or representations by the Authority are expressly stated in this contract.
29. **Conflict of Interest – Operator’s Personnel:** Operator shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the Authority. Operator’s efforts shall include establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the Authority.
30. **Conflict of Interest – Authority Personnel:** Operator shall not, during the period of this Agreement, employ any Authority employee for any purpose.
31. **Authority’s Right to Add or Withdraw Shuttle Routes and Adjust Operator’s Hours:** The Authority reserves the right to add or delete shuttle routes to accommodate vehicular parking at the Airport. Such right may be exercised by the Authority at any time or from time to time during the term of this Agreement by giving Operator 30 days’ prior written notice. In the event the Authority withdraws, closes, cancels, discontinues, relocates or terminates operation by Operator of any of the shuttle routes, Operator shall continue to operate those shuttle routes which remain open in accordance with the terms, conditions and covenants of this Agreement.

The Authority reserves the right to adjust the hours of operation to increases or decreases in operating hours, changes in routes or portions thereof, additions to or deletions of lot areas served, increases or decreases in number of stops, shuttles, and changes in schedules. Operator, upon written notice from the Authority, shall modify such schedules or procedures to the satisfaction of the Authority.

32. **Default – Reprocurement Costs:** In case of default by Operator, the Authority may procure services from other sources. If the cost for those services is higher than under this Agreement, Operator will be responsible for paying the Authority the difference, and the Authority may deduct this cost from any unpaid balance due Operator; provided, however, that the Authority will use commercially efforts to mitigate the difference in cost.
33. **Duty to Inform:** Operator shall inform all its employees assigned to work at the Airport and all bargaining units representing such employees, that Operator is their sole employer. In addition, Operator shall notify all its employees and their bargaining units that the Authority is not an employer of Operator and has only contracted with Operator to operate a courtesy shuttle service at the Airport.
34. **Gratuities:** Operator warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Operator or any agent or representative of Operator to any officer or employee of the Authority with a view toward securing this contract or securing favorable treatment with respect to any determinations concerning the performance of this contract. For breach or violation of this warranty, the Authority shall have the right to terminate this Agreement, either in whole or in part, and any loss or damage sustained by the Authority in procuring on the open market any services which Operator agreed to supply shall be borne and paid for by Operator. The rights and remedies of the Authority provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
35. **Hazardous Conditions:** Whenever Operator's operations create a condition hazardous to traffic or to the public, Operator shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Operator's expense and without cost to the Authority. Operator shall comply with Authority directives regarding potential hazards.  
  
Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind shuttles to warn oncoming traffic. When shuttles are parked or not in use, all shuttles shall use chucks behind tires.
36. **Holding Over:** In the event Operator shall continue in operation at the Airport after the term of this Agreement, such operation shall not be considered an extension or renewal of this Agreement but a month to month continuation and shall be governed by the conditions and covenants contained in this Agreement.
37. **Inspections:** The Authority or its authorized representative shall have the right at all reasonable times to inspect the operation to determine if the provisions of this Agreement are being complied with.
38. **Lost & Found:** All articles found by Operator or which are found by patrons and given to Operator, shall be turned over to the Airport Police as lost and found items. Operator shall have no right to reclaim such articles.

**39. Nature of Contract:** Operator acknowledges and agrees:

- A. That the Authority is granting to Operator the right to use the Operating Area only.
- B. That the Authority retains a fee ownership for federal income tax purposes in and to the Operating Area, as well as all other ownership burdens and benefits connected with such fee ownership.
- C. That Operator has not been granted any direct or indirect right or option to purchase the Operating Area from Authority at any time during or after the termination of this Agreement.
- D. That Authority shall have the right to close, relocate, expand and reduce any portion of the Operating Area shown on Attachment D – Locations Map during the term of this Agreement by providing Operator with 30 days' prior written notice, unless an emergency exists, in which case Authority shall provide verbal or written notice as soon as practicable.
- E. That Operator shall not make any modifications, including but not limited to, the expansion or reduction of the Operating Area without prior written approval from Authority.

**40. News/Information Release:** Operator agrees that it will not issue any news releases in connection with either the award of this Agreement or any subsequent amendment of or effort under this Agreement without first obtaining review and written approval of such news releases from the Authority. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the Authority unless otherwise agreed to by both parties.

**41. Noninterference:** Operator shall cooperate with and not interfere with the Authority's and other operators' use of and operations at the Airport, nor shall Operator do anything or fail to do anything which would invalidate or conflict with any fire or other casualty insurance policies required of Operator or the Authority under this Agreement. Operator shall not place any ropes, barricades and/or stations on the public or common use area without prior written approval of the Authority.

**42. Operator's Expense:** Operator will be responsible for all costs related to photo copying, telephone communications, fax communications, and employee parking while on Authority sites during performance of work and services under this Agreement. The Authority will not provide free employee parking for any service on Authority property. The Authority will provide 14 parking spaces for shuttle vehicles.

**43. Operator's Personnel:** Operator warrants that all persons employed to provide service under this Agreement have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Agreement and possess sufficient experience and/or education to perform the services requested by the Authority. Operator's employees assigned to this Agreement must meet character standards as demonstrated by background investigation and reference checks, coordinated by the Authority.

**44. Operator's Manager and Key Personnel:** Operator shall appoint an Manager to direct Operator's efforts in fulfilling Operator's obligations under this Agreement. This Manager shall be subject to approval by the Authority and shall not be changed voluntarily by Operator without the written consent of the Authority, which consent shall not be unreasonably withheld. The Manager shall not serve in any other role or position in this Agreement.

Operator's Manager and personnel shall be assigned to this project for the duration of this Agreement and shall diligently pursue all work and services to meet shuttle schedules. The Authority shall have the right to require the removal and replacement of Operator's Manager from providing services to under this Agreement. Operator shall accomplish the removal within three business days after written notice by the Authority. The Authority shall review and approve the appointment of the replacement for Operator's Manager. The Authority is not required to provide any additional information, reason or rationale in the event it elects to request the removal of Operator's Manager from providing services under this Agreement.

45. **Operator's Responsibility:** Operator shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by Operator under this Agreement. Operator shall perform such professional services as may be necessary to accomplish the work required to be performed under and in accordance with this Agreement.
46. **Operating Area:** The Authority grants to Operator the right to use that certain property referred to herein as "Operating Area", shown as the Parking Dispatch Area Attachment D – Locations Map, which attachment is attached hereto and by reference made a part hereof.
47. **Ownership of Documents:** The Authority has permanent ownership of all directly connected and derivative materials produced under this Agreement by Operator. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of Authority and may be used by the Authority as it may require without additional cost to the Authority. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Operator without the express written consent of the Authority.
48. **Precedence:** Contract documents consist of this Agreement and attachments. In the event of a conflict between or among contract documents, the order of precedence shall be the provisions of the main body of this Agreement, i.e., those provisions set forth in the recitals and articles of this Agreement, and then the attachments.
49. **Public Records:** Operator understands that written information submitted to and/or obtained by the Authority from Operator related to this Agreement and/or the Operating Area, either pursuant to this Agreement or otherwise, may be open to inspection by the public pursuant to the California Records Act (GOVERNMENT CODE §§6250, *et seq.*).
50. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Agreement, are to be released by Operator and/or anyone acting under the supervision of Operator to any person, partnership, company, corporation, or agency, without prior written approval by the Authority, except as necessary for the performance of the services of this Agreement.
51. **Reservations to Authority:** The Operating Area is accepted as is and where located by Operator subject to any and all existing easements and encumbrances. The Authority reserves the right to install, lay, construct, maintain, repair and operate sanitary sewers, drains, storm water sewers, pipelines, manholes and connections; water, oil and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, under and along the Operating Area or any part thereof; and to enter the Operating Area for any and all such purposes. The Authority also reserves the right to grant



franchises, easements, rights of way and permits in, over, upon, through, across, under and along any and all portions of the Operating Area. No right reserved by the Authority in this article shall be so exercised as to interfere unreasonably with Operator's operations hereunder or to impair the security of any secured creditor of Operator.

The Authority agrees that rights granted to third parties by reason of this article shall contain provisions that the surface of the land shall be restored as nearly as practicable to its original condition upon the completion of any construction.

## 52. Right to Audit/Records:

A. **Defined:** "Operator's records" as referred to in this Agreement shall include any and all information, materials, and data of every kind and character in any format, including, but not limited to: records, accounts, financial transactions, books, papers, documents, recordings, notes, daily logs, supervisor reports, receipts, vouchers, memoranda, shuttle driver logs, GPS tracking system reports, time sheets, time cards or other employee time tracking methods, payroll registers, payroll records, cancelled payroll checks, employee schedules (or other means of informing employees of their work schedules), any and all other agreements, sources of information and matters that may in Authority's sole discretion have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by this contract, and any other of Operator's records which may have a bearing on matters of interest to the Authority in connection with Operator's dealings with the Authority to the extent necessary to adequately permit evaluation and verification of any or all of the following:

- i. Accuracy of amounts billed to Authority for services provided by Operator.
- ii. Compliance with any requirement in this Agreement.

B. **Availability:** Operator's records shall upon reasonable notice be open to inspection and subject to audit, review, and/or reproduction during normal business working hours at one location within the limits of the County of Los Angeles in the State of California. Such audits may be performed by the Authority or an outside representative.

The Authority, upon request of Operator, may authorize records to be kept in a single location outside of the County of Los Angeles in the State of California, provided Operator shall agree to pay all expenses including, but not limited to, transportation, food, and lodging necessary for the Authority or its designee to audit or review Operator's records. Such right shall not be exercised by the Authority more than once per calendar year.

Upon the request of the Authority, Operator shall promptly provide, at Operator's expense, necessary data to enable the Authority to fully comply with any and every requirement of the State of California or the United States of America for information or reports relating to this Agreement and to Operator's use of the Airport. Such data shall include, if required, a detailed breakdown of Operator's operations.

C. **Period:** The Authority or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of three years after final payment or longer if permitted by law.

D. **Methodology:** The Authority or its designee may, without limitation by Operator, conduct

verifications including, but not limited to, inspection of records, observation of Operator's employees in or about the Airport premises, and verification of information and amounts through interview and/or written communications with Operator's employees or sub-operators.

- E. **Maintenance:** Operator shall, at all times during the term of this Agreement, keep or cause to be kept true, complete records and accounts of all financial transactions in the operation of all business activities, of whatever nature, conducted in pursuance of the rights granted by this contract.
- F. **Retention:** All records shall be retained by Operator for a period of the balance of the fiscal year in which the record was created, recorded, or otherwise prepared, plus five years regardless of when this Agreement expires or is terminated.

Should Operator cease to exist as a legal entity, Operator's records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the Authority.

- G. **Audit or Review Costs:** The full cost of any audit or review, as determined by the Authority, shall be borne by the Authority. Operator shall bear the full cost of any audit or review, in addition to any fee deductions assessed pursuant to Attachment E – Schedule of Deductions, if any of the following conditions are found to exist as a result of the audit or review:
- i. With respect to fees due to Operator, an overpayment of more than a one percent difference between (a) the amount due Operator as calculated by the audit or review and (b) the amount paid by the Authority to Operator for the identical period determined solely by the Authority in good faith.
  - ii. Operator has failed to maintain adequate and complete records and accounts in accordance with this article. The Authority or designee shall determine the adequacy of such records.
- H. **Failure to Maintain Adequate Records:** In addition to all other remedies available to the Authority at law or in equity or under this Agreement, in the event that Operator fails to maintain and keep records and accounts of its business operations conducted on or from the Airport and/or source documents relating thereto, or to make the same available to the Airport for audit or review, or to provide other information to the Airport regarding fees paid to Operator, the Authority, at its sole discretion, may:
- i. Perform such inspections, audits, or reviews itself or through agents or employees as the Authority and/or its auditors may deem appropriate to confirm the amount of fees paid to Operator, and any and all costs and/or expenses incurred by the Authority in connection therewith shall be promptly reimbursed to the Authority by Operator upon demand.
  - ii. Provide accounting services and/or a system for recording all operations by Operator upon or from the Authority, and, at its option, maintain personnel on the Airport to observe and/or record such operations during Operator's business hours.

Costs payable by Operator pursuant to this article shall include reimbursement to the Authority

provided services at such rates as Authority may, from time to time, in good faith, establish for such services. In the case of services provided by Authority's employees, such rates shall be sufficient to reimburse the Authority for employees' salaries, including employee taxes and benefits and Authority's overhead or, at Authority's option, may be the rate for such services that would be charged by a qualified third party or parties, approved by Authority, if engaged by the Authority to perform such services.

53. **Police Notices:** Operator shall immediately notify the Airport Police of any fire, emergency, accident or reportable spill or release of fuel or hazardous substances.
54. **Taxes and Assessments:** This Agreement may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to such possessory interest tax) which become due and payable upon the Operating Area or upon fixtures, equipment or other property installed or constructed thereon, shall be the full responsibility of Operator, and Operator shall cause such taxes and assessments to be paid promptly.
55. **Title to Data:** All materials, documents, data or information obtained from Authority data files or any Authority medium furnished to Operator in the performance of this Agreement will at all times remain the property of the Authority. Such data or information may not be used or copied for direct or indirect use by Operator after completion or termination of this Agreement without the express written consent of the Authority. All materials, documents, data or information, including copies, must be returned to the Authority at the end of this Agreement.
56. **Unlawful Use:** Operator agrees no improvements shall be erected, placed upon, operated, nor maintained with the Airport, nor any business conducted or carried on therein or there from, in violation of the terms of this Agreement, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.
57. **Authority's Labor Code Obligations:** The Authority shall adhere to the following requirements in relation to Labor Code Section 1072 when soliciting proposals for Services and selecting an Operator to perform the Services:
- A. Require Bidders to declare in their proposals for Services whether the Bidder, if awarded this Agreement, will retain the employees of the Incumbent Operator for at least 90 days.
  - B. Give a ten percent preference to any Bidder that agrees to retain the Incumbent Operator's employees for at least 90 days.
  - C. Provide prospective Bidders with the following information at least 30 days before bids are due:
    - i. The number of employees who are performing services under the Authority's existing contract with the Incumbent Operator.
    - ii. The wage rates, benefits, and job classifications of those employees who are performing services under the Authority's existing contract with the Incumbent Operator.
  - D. Request and receive the information specified in subsection C of this Section 57 from the

Incumbent Operator.

- E. Require the Incumbent Operator to provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of its employees to the Operator.

**58. Operator's Labor Code Obligations:** If the Operator declares in its proposal for Services that it will retain the Incumbent Operator's employees for at least 90 days, then the Operator shall adhere to the following requirements pursuant to Labor Code Section 1072:

- A. Retain the Incumbent Operator's employees for at least 90 days unless there is reasonable and substantiated cause not to retain these employees.
- B. Make a written offer of employment to each of Incumbent Operator's employees that the Operator will retain pursuant to subsection A of this Section 58. This offer of employment shall state the time of no less than 10 days within which the employee must accept the offer of employment.
- C. Retain qualified employees by seniority within the job classification.

**59. 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: Scott Kimball  
E-mail: [skimball@bur.org](mailto:skimball@bur.org)

Operator  
MV Transportation, Inc.  
2711 N. Haskell Avenue, Suite 1500 LB-2  
Dallas, TX 75204  
Attn: Peter Greenberg  
E-mail: [peter.greenberg@mvtransit.com](mailto:peter.greenberg@mvtransit.com)


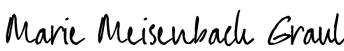
**60. Attachments:** Attachments A through E are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of other Attachments, the provisions of this Agreement shall prevail.

**61. Entire Agreement:** This Agreement (and the attached Attachments) 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.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**MV Transportation, Inc.**

<div>DocuSigned by:  AF7E13DFB8E406...</div> <div><input type="checkbox"/> Chairperson <input checked="" type="checkbox"/> President <input type="checkbox"/> Vice President</div>	<p>[use this signature block if operator is a corporation]</p>	<div>DocuSigned by:  CC90F4517A6F42E...</div> <div><input type="checkbox"/> Secretary <input type="checkbox"/> Asst. Secretary <input checked="" type="checkbox"/> Chief Finance Officer <input type="checkbox"/> Asst. Treasurer</div>
---	--	--

[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**

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

Approved as to form:

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

**ATTACHMENT A**  
**Scope of Services**

(attached)

**COURTESY SHUTTLE SERVICES  
HOLLYWOOD BURBANK AIRPORT  
PROJECT NUMBER ADM21-02**

**ATTACHMENT A  
SCOPE OF SERVICES**

**I. BACKGROUND INFORMATION.** Hollywood Burbank Airport parking facilities consist of five self-park lots, one valet lot, and one employee lot.

Operator shall provide fixed route Courtesy Shuttle Service to the following lots at Hollywood Burbank Airport:

- **Remote Lot A** – located less than ¼ mile north of the Airport Terminal entrance on Hollywood Way. This lot includes a total of 1,592 parking spaces. The Authority may, based on public parking demand and operational needs, reconfigure Lot A and the amount of publicly accessible spaces served by Operator. The lot has one dedicated shuttle entrance lane, one dedicated shuttle exit lane, two customer entrance lanes, one cashier booth exit, and two customer express pay exit lanes. The lot has a total of nine bus stops. The shuttle service route may be modified to serve a reduced amount of shuttle stops, based on the configuration of the lot.

The lot was closed to the public on March 30, 2020. The lot is tentatively scheduled to re-open to the public in the Fall 2021, based on public parking demand. When open to the public, this lot is open 24 hours per day. Operator is required to mobilize within 10 days' notice from Authority to serve this lot. Shuttle service to be provided from 5:00AM to 11:30PM; with contingency for late arriving flights between 11:30PM and 5:00AM.

- **Remote Lot C** – located less than 1/8 mile east of the Airport Terminal on Thornton Avenue. This lot includes 516 spaces and five bus stops. Lot C has one shuttle entrance lane, one shuttle exit lane, one customer entrance lane and two customer express pay exit lanes, equipped with one cashier booth exit. This lot is open 24 hours per day. Shuttle service to be provided from 5:00AM to 11:30PM; with contingency for late arriving flights between 11:30PM and 5:00AM.
- **Employee Lot** – located to the west and connected to Lot A. There are 567 employee parking spaces and six bus stops in this lot. Access to this lot is automated. Employees enter the Employee Lot by utilizing an AVI system. The lot was closed to employees on March 30, 2020. Employees are currently parking in a temporary area in the Valet surface lot adjacent the Airport Terminal. The Employee Lot is tentatively scheduled to re-open in November 2021, based on public parking demand. Should there be a delay in the re-opening, Operator is required to mobilize within 10 days' notice from Authority to serve this lot. When open, this lot is served by Operator with Lot A shuttles, as part of the Lot A service route, along with dedicated shuttles during peak times. *When open, the lot is open 24 hours per day.* Shuttle service to be provided between 4:00AM and 11:59PM, with contingency for late arriving flights between 12:00AM and 4:00AM.

## Parking Lot Shuttle Service Times

#	Description	Location	Service Times
1	Fixed Route Service	Lot A	5:00AM to 11:30PM; with contingency for late arriving flights between 11:30PM and 5:00AM.
2	Fixed Route Service	Lot C	5:00AM to 11:30PM; with contingency for late arriving flights between 11:30PM and 5:00AM.
3	Fixed Route Service	Employee Lot	4:00AM to 8:00AM; 12:00PM to 3:00PM; 8:00PM to 11:59PM; with contingency for late arriving flights between 12:00AM and 4:00AM

The following lots are not serviced by Operator and will not be included in the scope of services or fee schedule:

- **Short-Term Parking (Structure/Lot E)** – a four level parking structure is located adjacent to the Airport Terminal, and encompasses a total of 440 parking spaces. An uncovered surface lot (Lot E) is located to the east of the parking structure, with 193 spaces. These lots are open 24 hours per day. The parking structure has two entrance lanes and three express lane / exit booths. The parking structure and Lot E share the vehicle entrance area. Beyond this point, Lot E is a fully automated parking lot. **The Short-Term Parking facility is not served by shuttles.**
- **Remote Lot B** – also located less than ¼ mile north of the Airport Terminal entrance on Hollywood Way. This lot includes 637 parking spaces and four bus stops. This lot is currently closed. **Lot B is not open to the public at this time and will not be served by the shuttles.**
- **LOT D and F** - Lots D and F are in the conceptual planning stages. Lot D will be located immediately north of the Airport's Rental Car Facility on the west side of Ave B. Lot F will be located in the current Valet surface lot. These lots will have approximately 500 and 400 parking spaces respectively, with access to the Airport Terminal provided via pedestrian pathways. **No shuttle service will be required for these lots.**
- **Lot G** – located a 5-to-7-minute walk from the Airport Terminal, with its entrance on Avenue B. This lot includes 253 covered parking spaces and an uncovered overflow section that will become the future Lot D. **Lot G is not served by shuttles.**

### Parking Lot Control Systems:

- **Self-Park Revenue Control System** – All self-park lots are equipped with a SKIDATA parking revenue control system and exit lane counters. Five pay-on-foot kiosks located in Terminal A, Terminal B baggage claim, the parking structure, Lot E and the main terminal shuttle island are available for customers to pay for parking prior to arrival at the parking lot exits.
- **Access Control System** – All self-park lot shuttle entrances and exits are equipped with access control proximity readers. All shuttles must be equipped with a proximity card in order to activate the entrance and exit gate arms. The proximity cards will be provided by the Authority as needed.



## II. USE, RULES, REGULATIONS AND OPERATIONAL REQUIREMENTS

### a. Required and Optional Services and Uses

i. Prohibited Uses: The above-listed services and uses, both required and optional, shall be the only services and uses permitted. Operator shall not use the Airport for any other purpose or engage in or permit any other business activity within or from the Airport by itself, its employees, agents or operators. Operator shall not conduct or permit to be conducted, by itself, its employees, agents or operators, any public or private nuisance (as defined in California Civil Code Section 3479) in, on or from the Airport, or to commit or permit to be committed any waste in, on or from the Airport.

### b. Operational Requirements

Operator shall operate the Courtesy Shuttle Service in a competent, efficient, and professional manner, and at least comparable to other well managed operations of similar type. Operator shall conduct its operations in an orderly and proper manner so as not to annoy, disturb, or be offensive to customers, employees, patrons, or tenants of the Airport. Operator shall operate in a manner that does not impede vehicle or pedestrian traffic flow on roadways or in parking lots. There will be no charge by Operator to the traveling public for this service.

In order to ensure a high level of customer service, Operator shall comply with the following requirements:

#### i. Operations

1. Hours of Operation: Operator shall operate the Courtesy Shuttle Service during Airport operating hours 7 days per week, 365 days a year based on passenger and parking activity levels per Attachment F.

Operator will minimize idling at shuttle stops and limit passenger wait times at each shuttle stop to no more than 15 minutes from 5:00AM to 11:30PM.

Shuttle shall not idle longer than two minutes at any one location, except while in the process of picking up or dropping off passengers or while obeying the California Vehicle Code.

2. Shuttle Route: Operator shall provide a courtesy shuttle service between the Airport Terminal and Employee Lot and remote parking facilities when open to the public. Operator shall utilize routes shown on Attachment D – Maps, subject to change, attached hereto and made a part hereof or as otherwise designated by the Authority. Operator's shuttles shall utilize the designated shuttle stops in the remote parking facilities and the designated pick up/drop off areas at the curb on the Airport Terminal roadway. Deviation from the routes is not permitted without approval from the Authority. Shuttle routes may be modified based on parking demand and parking lot configuration.

3. Delayed Flights: Operator is responsible for determining if any flights have been delayed or diverted. If any flight has been diverted and airlines are bringing passengers to the Airport, then Operator shall make necessary adjustments to the staff schedule and keep an appropriate number of drivers and shuttles in service to accommodate the irregular activity.

4. Courtesy Shuttle Schedule: Operator shall operate the Courtesy Shuttle Service in accordance with the initial hours of operation approved by the Authority as shown in section 1

above, shall monitor schedule to assure adherence by drivers, and operate and manage the services and facilities offered in accordance with such approved schedule and procedures.

5. Shuttle Availability: Any shuttle taken out of service by Operator shall be reported to the Authority and the approximate time in which full service will be restored. If for any reason any shuttle becomes inoperable, then Operator shall replace the inoperable shuttle within two hours with an equivalent substitute shuttle.

## **ii. Administration**

1. Reports: Operator shall provide a shuttle report to the Authority prior to commencement of operations enumerating all shuttles to be used for the Courtesy Shuttle Service. The report shall include the following information regarding each shuttle: year, make, model, license plate number, identification number, Vehicle Identification Number (VIN), and fuel type. Operator shall revise and submit an updated report to the Authority whenever shuttles are added or removed. In addition, Operator shall, upon request, provide the following reports on a monthly basis and in a format acceptable to the Authority:

a. Passenger Complaint and Resolution: On or before the 15<sup>th</sup> day following the month ended, Operator shall submit a monthly report to the Authority summarizing service complaints, property damage complaints or any other complaints received during the preceding month as well as the resolution, if known, of such matters.

These reports may be requested at other times by the Authority at its discretion.

Failure to provide accurate and complete reports in a format acceptable to the Authority within the time frame required may result in deduction from fee payments, as specified in Attachment X – Schedule of Deductions.

2. Employee Parking: If parking on site, Operator's employees shall register for employee parking, and park their personal vehicles in the Employee Lot or as designated by the Authority.

3. Levying Charges Prohibited: Under no circumstances will Operator, its drivers or employees levy charges of any kind to passengers using the Courtesy Shuttle Service; however, Operator's employees may accept unsolicited gratuities. Tip containers, similar devices or leaving money within view to collect or encourage gratuities is prohibited.

4. Resolution of Complaints: Operator shall resolve all written and oral complaints received from the public or the Authority to the satisfaction of the Authority. Operator shall take all necessary steps to address such complaints and shall respond in writing to the Authority or person filing the complaint. Operator's response shall include any actions taken by Operator to resolve the complaint.

5. Records: It shall be Operator's responsibility to maintain adequate records and complete Authority forms to support fees paid.

6. Wireless Phones: Operator shall insure wireless phones are in the possession of the on-site Manager and Supervisor(s). These wireless phone numbers shall be provided to the Authority. Phone calls made by the Authority to wireless phones shall be answered promptly.

### iii. **Personnel**

Operator shall be responsible for providing trained drivers and overall management staff including on-site supervision as needed for operation of the Courtesy Shuttle Service.

1. Operator's Manager: The responsibilities of the Manager will be to direct Operator's efforts in performance of the Courtesy Shuttle Service and fulfilling Operator's other obligations.

Operator shall give the Authority written notice of Operator's Manager who shall be responsible for the day-to-day operation and level of general order.

Operator's Manager shall be available 7 days a week/24 hours a day via a wireless phone and must respond within 30 minutes. Failure to respond within the allotted time more than three times in a contract year constitutes a material default.

2. Shuttle Drivers: Operator shall employ all needed personnel to operate the Courtesy Shuttle Service. All personnel employed by Operator as drivers must be fully qualified to operate the shuttles specified herein and must possess a valid commercial California Driver License with a passenger endorsement of the type required for the shuttle driven. All drivers shall be at least 18 years of age and shall be able to communicate clearly in the English language.

3. Dress Code: Operator shall require its employees to be properly dressed at all times. Operator shall require all employees working in view of the public, except management employees, to wear clean and neat uniforms. Drivers shall display company-issued photo identification badge with Operator's company and driver's name clearly visible.

4. Employee Conduct: Operator shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. It shall be the responsibility of Operator to maintain close supervision over such officers, agents, employees and representatives to assure the rendering of a high standard of service to the traveling public.

Operator shall require its attendants and employees to be clean, courteous, efficient, and neat in appearance at all times, and shall not employ any person in or about the Airport who shall use offensive language or act in a loud, boisterous, or otherwise improper manner.

While at the Airport, Operator's employees shall comply with the standards of demeanor adopted from time to time by the Authority, including no smoking of any product (tobacco, e-cigs, marijuana/illegal drugs/alcohol/prescribed drugs) or consumption of food or beverages while in view of the public and no personal visitors. Employees shall handle shuttles in a manner that is safe and prudent at all times and shall not use in any manner any cell phones or mobile communication devices while operating a courtesy shuttle.

Periodic inspections concerning the conduct, demeanor and appearance of Operator's personnel employed in providing the Courtesy Shuttle Service shall be made by the Authority or its designee. Upon objection from the Authority or its designee concerning the conduct, demeanor or appearance of offending officers, agents, employees or representatives whose conduct is detrimental to the best interests of the public, Operator shall forthwith take all steps necessary to remove the cause of the objection, or upon request of the Authority, remove the employee from engaging in any responsibilities related to the Courtesy Shuttle Service.

5. Driver Hiring and Training: Operator shall have a driver hiring and training plan in place for the Courtesy Shuttle Service. As part of the hiring process, Operator will conduct fingerprinting, background checks and drug and alcohol testing on each candidate. Operator will participate in

the DMV Pull Notice program, and conduct drug and alcohol testing of all drivers twice each year. Any and all expenses related to providing drug and alcohol testing shall be borne solely by Operator.

Operator shall provide an employee training program to include such topics as operating the shuttle in a safe manner while observing posted speed limits and traffic laws, Americans with Disabilities Act ("ADA") training, displaying a positive attitude when greeting and assisting passengers, helping passengers with luggage, communicating with dispatch via radio, accurately documenting trip activities and passenger counts, and immediately reporting any customer service issues to management. Applicable personnel shall be fully trained to operate and/or fuel alternative-fueled vehicles. In addition, Operator will conduct on-going, regularly scheduled safety and customer service training programs.

Operator shall require all of its employees involved in providing service, and those employees subsequently employed by Operator, to attend a training orientation class. This orientation shall review performance standards and standard operating procedures, including customer service, airport familiarity, airport facts, and shuttle inspection procedures.

6. Vehicle Incident: Any vehicle incidents must be reported to the Authority immediately. Through Operator, individuals shall be tested for drugs and alcohol after a shuttle incident involving the driver. An incident shall be defined as the collision with another vehicle, pedestrian, building, stationary or moving object, regardless of the amount of damage. All expenses related to providing drug and alcohol testing as required by this section shall be borne solely by Operator. Operator shall immediately remove from performance of the Courtesy Shuttle Service any staff who fail to pass the required drug test at the time of the vehicle incident, and Operator shall be assessed a fee reduction (see Attachment E – Schedule of Deductions) per incident.

7. Staffing Plan: The Authority reserves the right to comment on any staffing plan implemented by Operator to perform the Courtesy Shuttle Service.

In the event of an absence by an employee or an unforeseen increase in demand for shuttle services, Operator shall provide additional employees and shuttles within a time period not to exceed one hour.

Operator shall submit revised drivers schedules, staffing plans to the Authority within 24 hours for review.

#### iv. **Shuttles**

1. Provide an appropriate number of shuttles on a daily basis.

i. Alternative-fueled shuttles shall be utilized to perform the Courtesy Shuttle Service. Shuttles with gross vehicle weight between 6,000 and 14,000 pounds shall also be California Air Resources Board (CARB) certified Ultra-Low-Emission Vehicle (ULEV), Super-Ultra-Low Emissions Vehicle (SULEV), or Zero-Emission Vehicle (ZEV).

ii.. Shuttles must be in good operating condition with all components intact. The exterior must be clean and free of significant dents, cracks, scratches, or fading. The interior shall be clean and have no tears or stains in the upholstery. The use of such shuttles is subject to review and approval by Authority, which approval shall not be unreasonably withheld.

Operator will adhere to the most stringent standard imposed by contract with the Authority or by the South Coast Air Quality Management District ("SCAQMD") Rule 1194 or any other local, state or federal fleet rule. It shall be the responsibility of Operator to identify and comply with requirements of Rule 1194 or other local, state or federal fleet rule. Any necessary submissions, reviews, reports or approvals for shuttles used under this Agreement shall be the responsibility of Operator.

Operator shall utilize an alternative fuel station. The Authority does not currently own or operate an alternative fuel station.

Operator shall provide necessary infrastructure to support the courtesy shuttle vehicles and their operation (i.e. chargers, receptacles, etc.).

2. Shuttle Requirements: Shuttles specified in this section shall be operated, serviced, and maintained by Operator in strict conformity with all applicable laws, rules and regulations, including the SCAQMD and the ADA. All shuttles may be owned, leased, or rented, but shall be licensed and registered in a manner consistent with the California Vehicle Code.

Each shuttle shall display signage approved by the Authority, in a manner which readily identifies the shuttle as a Hollywood Burbank Airport Parking Lot Courtesy Shuttle, and is to be numbered or marked on each shuttle's exterior and interior for identification purposes. No signs, advertisements or displays of any nature whatsoever shall be placed in or on such shuttles by Operator without the express written consent of the Authority. Operator's shuttles shall have a "No Smoking" sign positioned so that it faces the passenger section of the shuttle. Smoking shall not be permitted at any time in such shuttles.

Shuttles must have adequate space to carry passengers and their luggage, including a luggage rack, and shall be fully equipped with comfortable seats, handrails, heating and air-conditioning systems and all safety equipment necessary for compliance with applicable local, state and federal regulations.

Shuttles shall be equipped with radios or other communication devices that enable drivers and Operator to be in communication with each other. The Authority reserves the right to affix transponders or similar device for each shuttle to Operator's shuttles to provide parking lot access and/or to monitor circulation of such shuttles. The Authority may charge a security deposit to cover the replacement cost should any device be lost, stolen, or damaged.

Operator will be responsible for the cost of all shuttles including retrofitting, monitoring systems, fuel, maintenance, lubricating, cleaning and washing of shuttles and other miscellaneous costs.

3. Shuttle Maintenance and Inspections: Operator shall fuel, maintain, service and clean all shuttles, and all costs of same shall be borne by Operator. Any time dedicated to the above activities shall not be billed to nor paid by the Authority.

- i. Safe and Clean Condition: All equipment shall, during the term hereof, be maintained by Operator in good order and repair, in strict conformity with all requirements of the law, and in a manner satisfactory to Authority. Operator shall keep shuttle maintenance records on each shuttle operated at the Airport. Such maintenance records shall be subject to inspection or audit by the Authority.

Each day, Operator shall continuously pick up all debris and other items left behind, immediately clean any areas in which liquids have been spilled, and several times a day or as needed sweep the shuttle floors, spot mop and clean windows as required.

Passengers' personal items shall be handed over to the Authority's Lost and Found office the same day they are found.

- ii. Shuttle Cleaning Log: Operator shall maintain a shuttle cleaning log documenting the completion of each of the aforementioned tasks for each shuttle.

The Authority will conduct periodic inspections to ensure compliance with all maintenance and cleaning requirements, and any shuttle determined by the Authority not to be acceptable shall be removed from service by Operator and all deficiencies corrected immediately.

- iii. Repair: Repair, washing and maintenance shall not be performed on Airport premises.

4. ADA Compliance: It is Operator's responsibility to comply with ADA regulations.

5. Exclusive Use for Airport: Shuttles designated for this operation are to serve only Airport customers and may not be used by Operator for any business purpose which is unrelated to its Airport operation unless express written permission is granted by Authority. Operator's shuttles may be stored overnight in the shuttle bus parking area adjacent the FAA Air Traffic Control Tower subject to approval of the Authority. Security of such shuttles shall be the sole responsibility of Operator.

#### **V. INSTALLATION OF EQUIPMENT OUTSIDE THE OPERATING AREA**

Operator shall not install equipment of any kind outside the Operating Area unless authorized in writing by the Authority prior to installation.

#### **VI. SCAQMD COMPLIANCE WITH FLEET RULES**

In addition to the requirements imposed by the Authority for alternative-fueled vehicles, it shall be the responsibility of Operator to determine and comply with all applicable requirements of the SCAQMD Rule 1194 and any other applicable local, state or federal fleet rules or requirements. In the event that a requirement of Rule 1194 or other identified fleet rule or requirement is more stringent than that imposed under this contracting mechanism, the more stringent requirement shall govern. Operator shall be responsible for any and all necessary submittals, reviews or approvals by the SCAQMD or any other applicable local, state or federal agency.

The Authority must comply with CARB's Zero-Emission Airport Shuttle Regulations. As part of the Memorandum of Understanding with the South Coast Air Quality Management District (SCAQMD) executed in December 2019, the Authority has committed to convert its bus fleet to achieve a 50% electric fleet by 2023, and to achieve a 100% electric fleet by 2031.

**ATTACHMENT B**  
**Operator's Fee Schedule**

(attached)



**ATTACHMENT B**  
**RFP No. ADM 21-02 COURTESY SHUTTLE SERVICES**  
**FEE SCHEDULE**

The Fee Schedule Offer pricing shall be firm, fixed price, all-inclusive to provide the Courtesy Shuttle Services, as set forth in Attachment A – Scope of Services. Operator agrees to accept the specified compensation as set forth in this Agreement as full remuneration for performing all services and furnishing all staffing, labor and materials required, providing the shuttles and maintenance and repair, mobile application, storage and charging, insurance requirements, connected with the services, and for performance by Operator of all its duties and obligations hereunder. Operator shall only be compensated as set forth herein below for work performed in accordance with the Scope of Services. The Authority shall have no obligation to pay any sum in excess of total contract amount specified herein.

Labor pricing shall contemplate all planned and unplanned wage changes and shall be firm for the performance term of the agreement. Any *legal, governmental, or union* required increases in minimum wage rates shall have been contemplated in the Fee Schedule Offer.

The Authority reserves the ability to implement or reduce in phases any or all of the locations throughout the duration of the contract.

#	Description	Location	Monthly Price
1	Fixed Route Service	Lot A – 50% capacity (first five shuttle stops only)	\$ 94,368.38
2	Fixed Route Service	Lot A – 100% capacity	\$ 94,368.38
3	Fixed Route Service	Lot C	\$ 66,282.55
4	Fixed Route Service	Employee Lot	\$ 74,146.58

**ADDITIONAL SERVICES – AS NEEDED**

Description	Hourly Rate
Emergency Services	\$ 73.87

\*Fuel Cost – Authority shall pay for the fuel at cost, no mark-up. Operator to provide detailed monthly invoice with proof of fuel costs paid.



## **ATTACHMENT C**

### **Non-AIP Project Federal Requirements**

#### **1. General Civil Rights Provisions**

Operator 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 Operator 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, Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the “Operator”) agrees as follows:

A. Compliance with Regulations: Operator 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: Operator, 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. Operator 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 Operator 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 Operator of Operator’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

D. Information and Reports: Operator 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, Operator 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 Operator’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 Operator under the contract until Operator complies;  
and/or

2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: Operator will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Operator 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 Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Operator may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Operator 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, Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the "Operator") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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

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

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

3. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Operator has full responsibility to monitor compliance to the referenced statute or regulation. Operator 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. Operator must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Operator 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). Operator 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.

**ATTACHMENT D**  
**Locations Map**

Lot A 50% Route with or  
without Employee Lot

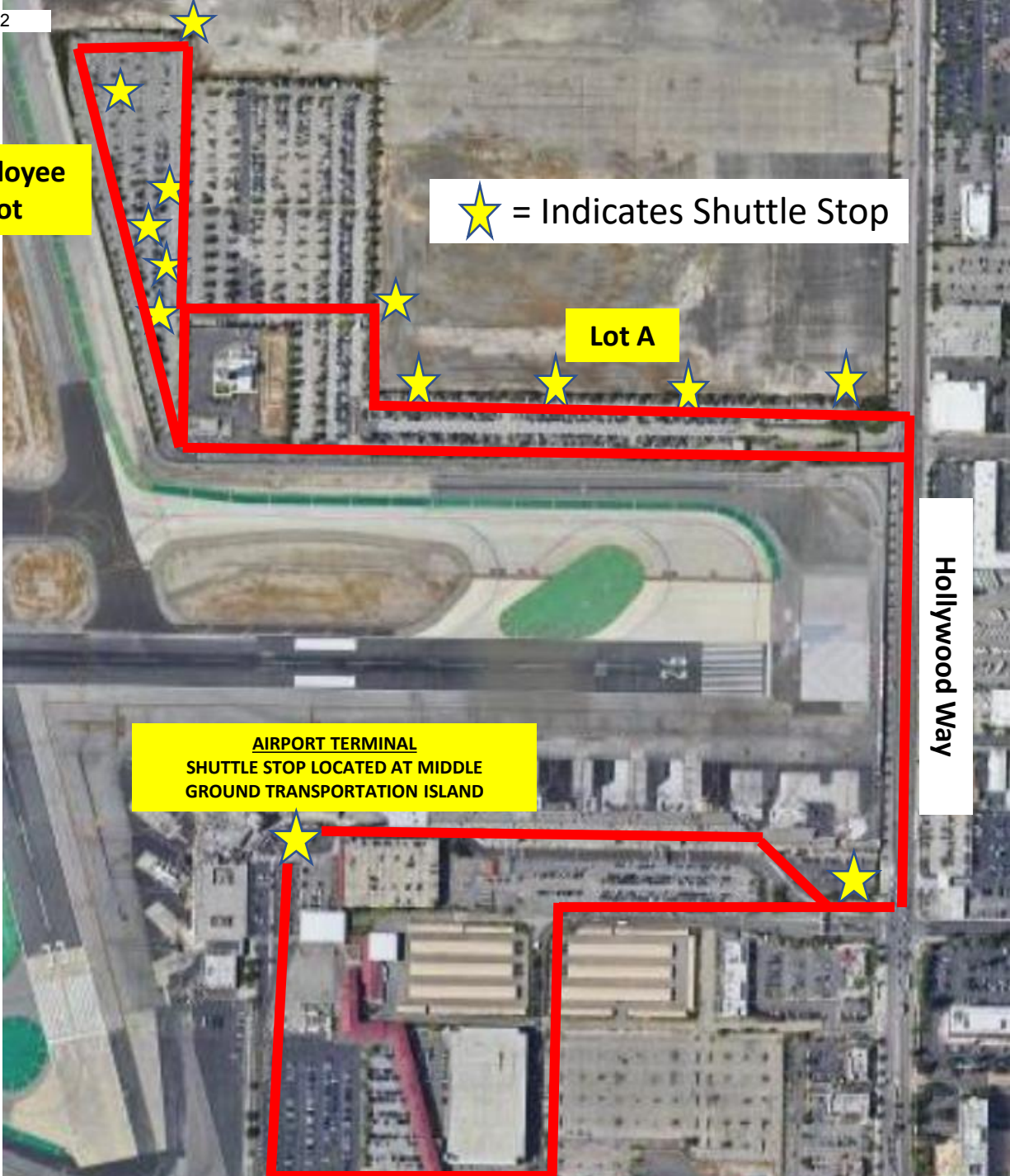
Employee  
Lot

★ = Indicates Shuttle Stop

Lot A

Hollywood Way

AIRPORT TERMINAL  
SHUTTLE STOP LOCATED AT MIDDLE  
GROUND TRANSPORTATION ISLAND





Attachment D Locations Map

Lot A 100% Route with or without Employee Lot

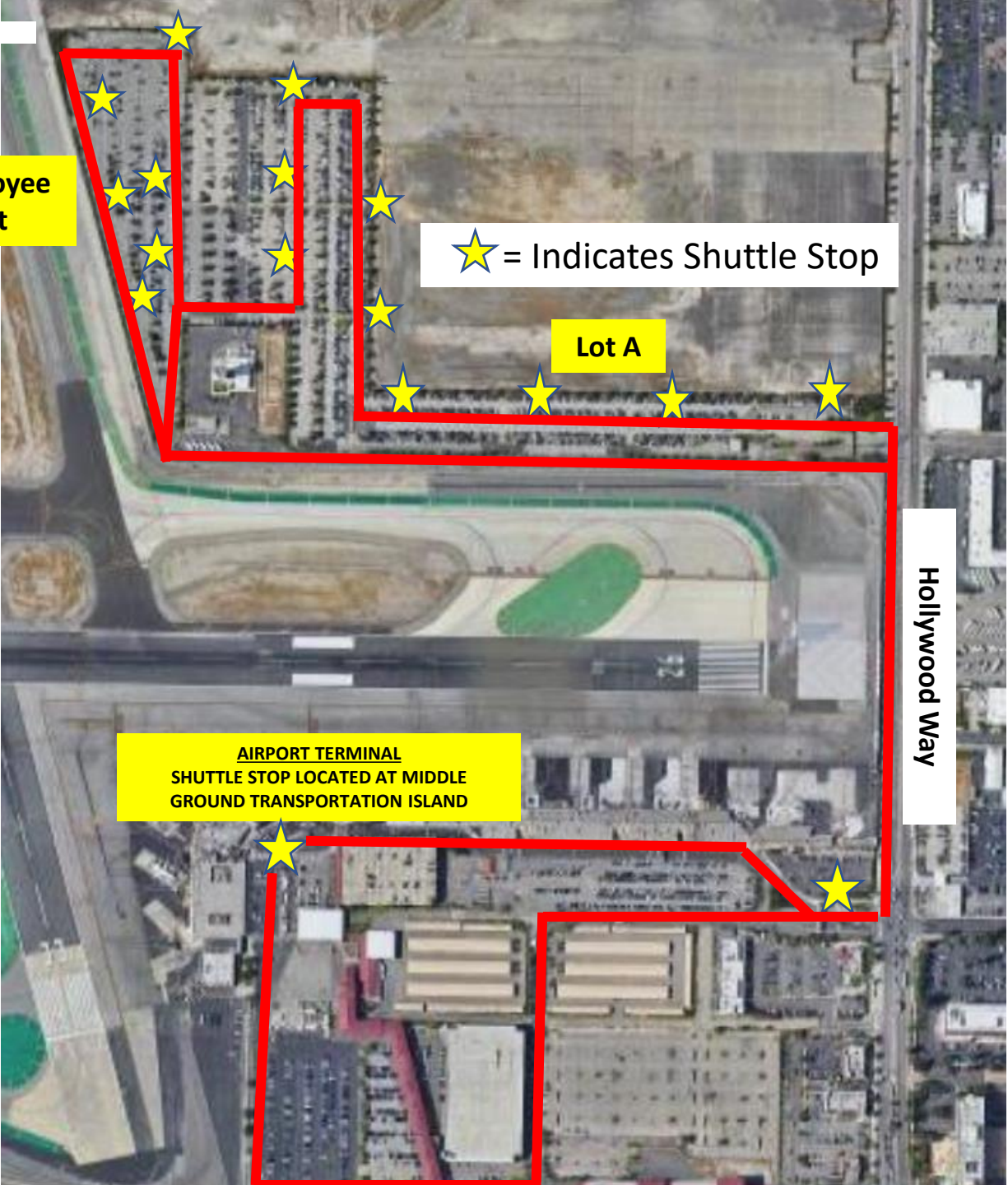
Employee Lot

★ = Indicates Shuttle Stop

Lot A

AIRPORT TERMINAL  
SHUTTLE STOP LOCATED AT MIDDLE  
GROUND TRANSPORTATION ISLAND

Hollywood Way



Employee Lot only

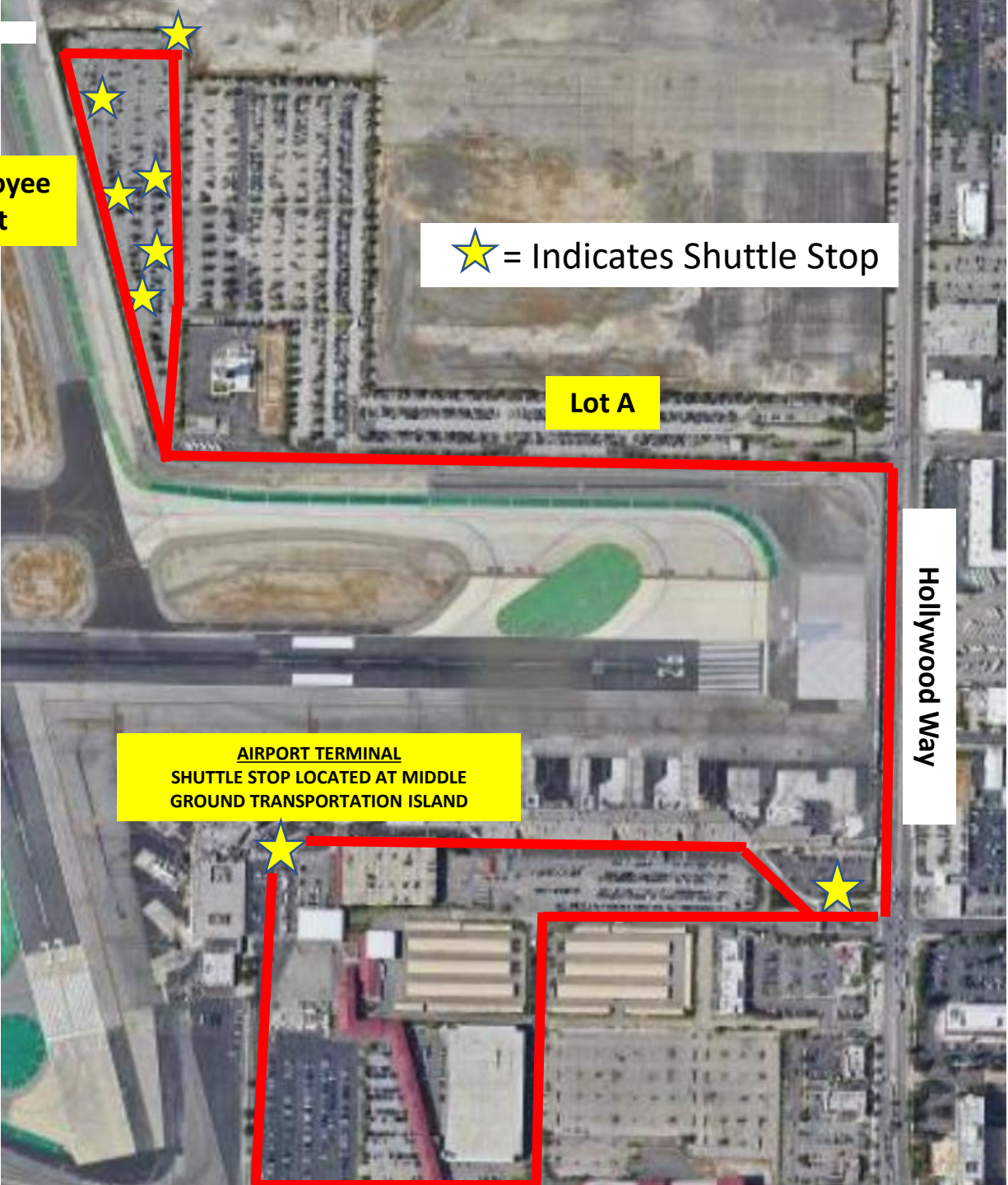
Employee  
Lot

★ = Indicates Shuttle Stop

Lot A

Hollywood Way

AIRPORT TERMINAL  
SHUTTLE STOP LOCATED AT MIDDLE  
GROUND TRANSPORTATION ISLAND





Lot C Route

★ = Indicates Shuttle Stop

**AIRPORT TERMINAL**  
**SHUTTLE STOP LOCATED AT MIDDLE**  
**GROUND TRANSPORTATION ISLAND**

Thornton Ave.

Hollywood Way

**LOT C**





**ATTACHMENT E**  
**Schedule of Deductions**

**ATTACHMENT E**  
**ADM 21-02 COURTESY SHUTTLE SERVICES**  
**SCHEDULE OF DEDUCTIONS**

<b>DEDUCTIONS</b>	<b>FREQUENCY</b>	<b>TOTAL FEE DEDUCTION</b>
Use of a shuttle that does not comply with AQMD Rule 1194	Per day	\$1,000.00
Failure to pass a drug test after a vehicle incident	Each Instance	\$1,000.00
Exceeding the maximum customer wait / headway times	Each Instance	\$100.00
Failure to pass a CHP Inspection	Each Instance	\$1000.00
Operator's use of a cell phone while operating a shuttle	Each Instance	\$500.00
Failure to report a shuttle incident	Each Instance	\$1,000.00
Failure to submit complaint report	Each Instance	\$100.00

1.7 “Automotive Service Space” means Airport building space in which Contractor may conduct the Automotive Services and/or off-site space for Automotive Services.

1.8 “Automotive Services” means the automotive maintenance and repair services listed in the attached Exhibit B.

1.9 “Automotive Supplies” means automotive goods, parts and materials to be used on Airport Fleet Items in the performance of the Automotive Services.

1.10 “Claims” means actual, alleged, or threatened claims, demands, actions, proceedings, causes of action, damages, judgments, awards, settlement amounts, penalties, fines, assessments, charges, fees, forfeitures, losses, liabilities, obligations, costs, and expenses. “Claims” includes attorneys’ fees.

1.11 “Commencement” means 12:01 a.m. on April 1, 2021.

1.12 “Contractor” means Keolis Transit Services, LLC.

1.13 “Contractor Employee” means any of the Contractor Personnel regardless of such person’s contractual relationship with Contractor.

1.14 “Contractor Personnel” means collectively Contractor’s employees, subcontractors and other persons for whose acts Contractor is responsible.

1.15 “Default Event” means an event specified in Subsection 12.1.

1.16 “Executive Director” means the Authority’s Executive Director or such person’s duly authorized representative.

1.17 “Expiration” means 11:59 p.m. on March 31, 2022, or, if the Authority extends the Term pursuant to Subsection 2.2, the time and date of expiration of the Term as extended.

1.18 “Extra Services” means automotive maintenance or repair services that are not listed in Exhibit B.

1.19 “FAA” means the Federal Aviation Administration.

1.20 “Federal Requirements” means 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 FAA.

1.21 “Fleet Manager” means the Authority’s Fleet Manager or such person’s duly authorized representative.

1.22 “Holiday” means the following days: New Year’s Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (first Monday in September); Thanksgiving Day (fourth Thursday in November); and Christmas Day (December 25).

1.23 “Holiday Hours” means 8:00 a.m. through 5:00 p.m. on any Holiday.

1.24 “Indemnitees” means collectively the Authority, TBI, the Cities of Burbank, Glendale and Pasadena, California and the respective commissioners, councilmembers, officers, directors, employees, agents, and representatives of the Authority, TBI and the Cities of Burbank, Glendale and Pasadena, California.

1.25 “Large-Cost Supply Item” means any Automotive Supply Item that has an estimated cost of \$1,000 or more.

1.26 “Large-Cost Task” means any Automotive Service having an estimated cost of \$1,000 or more.

1.27 “May” is permissive in the sole and absolute discretion of the subject person.

1.28 “Non-Priority Fleet Items” means the Airport Fleet Items designated “non-priority” in Exhibit A.

1.29 “Overtime Hours” means 4:01 p.m. through 6:59 a.m. on any day not a Holiday.

1.30 “Priority Fleet Items” means the Airport Fleet Items designated “priority” in Exhibit A.

1.31 “Qualified Mechanic” means ASE Certified mechanic.

1.32 “Regular Hours” means 7:00 a.m. through 4:00 p.m. on any day not a Holiday.

1.33 “Shall” is mandatory.

1.34 “TBI” means TBI Airport Management, Inc.

1.35 “Term” means the term of this Agreement as specified in Section 2.

1.36 “Termination” means the effective time and date of early termination of this Agreement by the Authority pursuant to Subsection 2.3 or 2.4.

1.37 “Toxic Materials” means any hazardous or toxic materials, pollutants, effluents, contaminants, radioactive materials, flammables, explosives, pesticides, chemicals known to cause cancer or reproductive toxicity, emissions, wastes or any other chemicals, materials or substances whose handling, storage, release, transportation or disposal either: (i) is or becomes prohibited or regulated by a government agency; or (ii) is or becomes known to pose a hazard or potential threat to the health and safety of any person or to the environment.

1.38 “TSA” means the United States Transportation Security Administration.

## **2. TERM**

2.1 Base Period. The Term of this Agreement shall begin at Commencement and shall end at Expiration unless extended pursuant to Subsection 2.2 or earlier terminated pursuant to Subsection 2.3 or 2.4.

2.2 Extension. The parties may extend the term of this contract, by mutual agreement, for two one-year terms.

2.3 Termination For Convenience. The Authority may terminate this Agreement in its entirety, or as to some but not all of the Automotive Services, for convenience at any time. To effectuate such termination, the Authority shall give written notice to Contractor at least 30 days prior to the effective time and date of termination, and, if applicable, the particular Automotive Service(s) terminated.

2.4 Termination For Default. The Authority may immediately terminate this Agreement in its entirety, or as to some but not all the Automotive Services, upon the occurrence of any Default Event. To effectuate such termination, the Authority shall give written notice to Contractor stating the effective time and date of termination, and, if applicable, the particular Automotive Service(s) terminated.

2.5 Final Payment. Upon terminating this Agreement in its entirety, the Authority shall pay Contractor the balance due for (i) any Automotive Services completed or Automotive Supplies delivered to the Authority before receipt of the termination notice; and (ii) any Automotive Supplies ordered by the Authority for delivery and actually delivered within 15 days after receipt of the termination notice.

### **3. GENERAL PROVISIONS**

3.1 Scope of Services. Contractor shall perform the Automotive Services in accordance with this Agreement. At any time, upon 24 hours written notice to Contractor, the Fleet Manager may add or delete Airport Fleet Items to or from this Agreement and Exhibit A shall be revised accordingly.

3.2 Compliance with Law. Contractor shall conduct the Automotive Services in accordance with the Federal Requirements and applicable law. Contractor shall obtain any certifications as may be required by law for the Authority's operation of the Airport Fleet Items.

3.3 Performance Standard. Contractor shall perform all work to the highest professional standard and in a manner reasonably satisfactory to the Authority. Contractor shall cause all work to be performed by a Qualified Mechanic.

3.4 Warranty. Contractor warrants that Automotive Supplies and Automotive Services shall be free from defects in design, materials and workmanship, and shall conform to all applicable specifications, descriptions, samples and drawings referred to in this Agreement. If any such item or service is shown to be defective or otherwise fails to conform to the requirements of this Agreement within 12 months of delivery, Contractor shall repair, replace, or make good the defect(s) at no cost to the Authority. Contractor shall issue the Authority a credit for any such item or service returned to Contractor due to a defect or nonconformance.

3.5 Performance Time. Time is of the essence for performance of the Automotive Services and for the purchase of Automotive Supplies. If at any time Contractor has reason to believe that performance of an Automotive Service will not be completed by any scheduled date, Contractor shall immediately notify the Fleet Manager of the cause and duration of the anticipated

delay. If the Fleet Manager determines that the delay is due to causes within Contractor's reasonable control, Contractor shall at its expense take necessary action (including working overtime or working extra shifts) to complete the Automotive Service by the scheduled date.

3.6 Rescheduling or Cancellation. The Fleet Manager may reschedule or cancel the maintenance, repair, or other servicing of any Airport Fleet Item by giving 24 hours written notice to Contractor.

3.7 Work Location. Contractor shall conduct the Automotive Services at the Airport in the Automotive Service Space unless prior written authorization has been obtained from the Fleet Manager for an off-Airport work location. The Fleet Manager may authorize an off-Airport work location for Automotive Services that the Fleet Manager determines cannot be completed satisfactorily on-Airport. Contractor shall be responsible for, and shall bear the cost of, round-trip transportation for any Airport Fleet Item that is to be serviced off-Airport.

3.8 Work Orders. Contractor shall issue the Authority a work order for each of the Automotive Services provided. Work orders shall be in a format approved by the Fleet Manager and shall contain the following information: specific work order number; unit number; odometer and/or Hobbs hour reading of the unit (whichever is applicable); date created; time work began; total time for completion rounded to nearest quarter hour; work location; detailed description of problem and solution; name of reporter; name of individual that authorized the work (if the work is a Large-Cost Task); listing of parts by manufacturers' part numbers and corresponding MSRP; and name and phone number of any subcontractor used to do the work.

3.9 Equipment. Contractor shall furnish all equipment necessary for performance of the Automotive Services and shall maintain such items in good operating condition. Contractor shall repair or replace any such item within 24 hours of determining that the item is defective.

3.10 Personnel Training. Contractor shall ensure that Contractor Personnel are trained and certified as required by law. Additionally, Contractor shall ensure that Contractor Personnel performing warranty work on an Airport Fleet Item are trained and certified as required by the manufacturer.

3.11 Personnel Conduct. Contractor shall require Contractor Personnel to conduct themselves in a courteous manner and with inoffensive demeanor while at the Airport. Additionally, Contractor shall require Contractor Personnel to wear clean and neat appearing clothing while at the Airport. Upon objection from the Fleet Manager concerning the conduct, demeanor, or appearance of any Contractor Employee, Contractor shall immediately take all steps necessary to correct or to remove the cause of the objection.

3.12 Airport Fleet Item Monitoring. Contractor shall continuously monitor the useful life of the Airport Fleet. Contractor shall give the Authority prompt written notice upon determining that an Airport Fleet Item has (i) metal fatigue; (ii) exceeded its useful life; or (iii) a repair cost in excess of its replacement cost.

3.13 Out-of Service Notice. Contractor shall give the Authority prompt written notice upon determining that an Airport Fleet Item may be out of service for more than six hours.

3.14 Miscellaneous Notices. Contractor shall give the Authority prompt written notice of any vehicle repairs that are becoming excessive or that may become repetitive in the future. Additionally, Contractor shall give the Authority prompt written notice of any goods, materials, parts, or work necessary to fully refurbish, repair, or replace an Airport Fleet Item's body, interior, existing enhanced supporting super-structures or environmental protections.

3.15 Large-Cost Expenditures. Contractor shall obtain the Fleet Manager's written authorization prior to purchasing any Large-Cost Supply Item or conducting any Large-Cost Task.

3.16 Confidentiality. Contractor shall keep the Authority's confidential information plainly marked "CONFIDENTIAL" to prevent unauthorized use or reproduction. Unless approved by the Fleet Manager in advance in writing, Contractor shall not disclose such information to any person. This provision does not preclude Contractor from disclosing such information to a Contractor Employee as necessary for performance of the Automotive Services.

3.17 Extra Services. Contractor shall obtain the Fleet Manager's written authorization prior to conducting any Extra Services for the Authority.

## **4. SCHEDULE**

### **4.1 Inspections.**

(a) *Daily Inspections.* Contractor shall conduct daily inspections of Priority Fleet Items on Monday through Friday during Regular Hours in accordance with CHP requirements.

(b) *PMI Inspections.* Contractor shall conduct PMI Inspections of Priority Fleet Items during Regular Hours every 250 hours of operation, 45 days, or 6,000 miles, whichever occurs first.

### **4.2 Preventive Maintenance.**

(a) *Notice.* Contractor shall provide the Fleet Manager a written schedule indicating the dates on which Contractor will conduct preventive maintenance of Airport Fleet Items. Prior to performing any preventive maintenance work, Contractor shall provide the Fleet Manager at least seven days written notice.

(b) *Police Vehicles.* Contractor shall conduct brake inspections and lube, oil and filter services on Airport police vehicles every 90 days or 3,000 miles, whichever occurs first.

(c) *Staff and Maintenance Vehicles.* Contractor shall conduct brake inspections and lube, oil, and filter services on Airport staff and maintenance vehicles every 90 days or 3,000 miles, whichever occurs first.

(d) *Other Airport Fleet Items.* Contractor shall conduct brake inspections, Non-Priority Fleet Item inspections and lube, oil, and filter services for all other Airport Fleet Items every 90 days or 250 hours of operation, whichever occurs first.

#### 4.3 Miscellaneous Maintenance Services.

(a) *Transmission.* Contractor shall provide transmission service for Airport Fleet Items during Regular Hours. Transmission service shall be scheduled on an as needed basis as determined by the parties.

(b) *Tune Ups.* Contractor shall provide tune ups for Airport Fleet Items during Regular Hours. Tune up service shall be scheduled on an as needed basis as determined by the parties.

(c) *Brakes.* Contractor shall provide brake service for Airport Fleet Items during Regular Hours. Brake inspections and replacement shall be scheduled on an as needed basis as determined by the parties. Brake inspections shall include removal of the wheels and checking of the brake pads, calipers, brake drums, springs, seals, brake lines, brake cylinders, and master cylinder.

(d) *Tires.* Contractor shall provide tire service for Airport Fleet Items during Regular Hours as needed. Tires shall be rotated every 5,000 miles or as required by manufacturer's specifications. Tires shall be purchased and provided by the Authority.

(e) *Fuel Injection System.* Contractor shall provide fuel injection system service for Airport Fleet Items during Regular Hours. The fuel injection system shall be cleaned every 50,000 miles or as required by manufacturer's specifications.

(f) *Coolant System.* Contractor shall provide coolant system service for Airport Fleet Items on a yearly basis. Coolant system service shall include: flushing of the system; pressure checking the system and radiator cap; verification that the radiator cap functions properly; verification that radiator hoses are not worn, cracked, or disintegrating; and inspection of engine belts.

(g) *Air Conditioning.* Contractor shall provide air conditioning service for Airport Fleet Items on an as needed basis as determined by the parties, but no less than annually prior to the summer. Air conditioning service shall be performed off-Airport at a location agreed upon by the parties.

#### 4.4 Warranty Service.

(a) *Notice.* The Fleet Manager shall give Contractor written notice of each Airport Fleet Item that is under factory warranty.

(b) *Service.* Contractor shall conduct the Automotive Services on each factory-warranted Airport Fleet Item in accordance with the manufacturer's specifications with the frequency that the parties determine is necessary to keep the vehicle under warranty.

(c) *Replacements.* If authorized to perform warranty work by the manufacturer, Contractor shall obtain from the manufacturer a replacement for any malfunctioning good, material, or part and the Authority shall not be charged for such replacement.



(d) *Unscheduled Services.* Contractor shall obtain prior written authorization from the Fleet Manager before scheduling or performing any Automotive Service that does not have a service schedule specified by this Section.

## **5. COMPENSATION**

The Authority shall compensate Contractor for the Automotive Services and Automotive Supplies, and Contractor agrees to accept as full satisfaction, according to the following fee schedule:

5.1 Automotive Services. For Automotive Services performed, the Authority shall compensate Contractor at the following hourly rates:

Time Period	Regular Hours Rate	Overtime Hours Rate	Holiday Hours Rate
1 <sup>st</sup> Year	\$72.50	\$102.00	\$102.00
Time Period	Regular Hours Rate	Overtime Hours Rate	Holiday Hours Rate
1 <sup>st</sup> Option Year	\$75.00	\$106.00	\$106.00
2 <sup>nd</sup> Option Year	\$76.50	\$106.00	\$106.00

### 5.2 Subcontracted Services.

When beneficial to the Authority and with prior written authorization from the Authority Contractor may have a subcontractor perform repairs off-site. When a subcontractor is utilized the cost of pre-authorized off-site services will be reimbursed at cost (no mark-up). Contractor shall reference the written pre-authorization and provide evidence of the costs of subcontracted services to Authority when invoiced.

5.3 Automotive Supplies. Except as provided in Paragraph 4.4, the Authority shall pay Contractor 18% mark-up of the price paid by Contractor for the purchase of Automotive Supplies used on Airport Fleet Items in the performance of the Automotive Services. Contractor shall provide evidence of cost of materials billed to Authority when invoiced.

### 5.4 Invoices.

(a) *Submission.* No later than the tenth day of each month, Contractor shall provide the Authority a written invoice for all work performed during the prior month. Invoices shall be in a format approved by the Fleet Manager and shall include the following information for each Airport Fleet Item serviced: vehicle identification; work order number; description of work; work location; date and time of work; number of hours worked and hourly rate; and retail price and Contractor's purchase price for Automotive Supplies used on the vehicle.

(b) *Liquidated Damages.* If an invoice is submitted between 60 days and 120 days after the end of the month covered by such invoice, the Authority shall process the delinquent invoice and Contractor shall pay the Authority the sum of \$1,000 as liquidated damages. The parties agree that this amount is a reasonable approximation of the actual damages that would be

suffered by the Authority by reason of extraordinary accounting costs necessary to process a delinquent invoice.

(c) *Forfeiture.* If an invoice is submitted more than 120 days after the end of the month covered by such invoice, Contractor shall be deemed to have committed a grossly negligent, willful, or fraudulent breach of duty. In such event, the Authority shall not process the delinquent invoice and Contractor shall forfeit payment for work performed during the month covered by that delinquent invoice.

5.5 *Payment.* Within 10 days of receipt of each invoice, the Authority shall notify Contractor in writing of any disputed amounts on the invoice. Within 30 days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.

5.6 *Audits.* If an audit shows that any compensation paid by the Authority to Contractor was in excess of the amount to which Contractor is entitled, Contractor shall pay the Authority such excess immediately upon written demand. Alternatively, the Authority may deduct such excess from any future payments to Contractor. If an audit shows that any compensation paid by the Authority to Contractor was equal to or in excess of 2% of the amount to which Contractor is entitled, Contractor shall pay the Authority the costs of the audit. The Authority's rights under this Subsection are additional to any other available remedies.

## **6. RECORDS AND REPORTS**

6.1 Airport Fleet Item Service Records. On a monthly basis, Contractor shall provide airport vehicle service records to the Fleet Manager for Airport Fleet Items serviced during the period. Airport vehicle service records shall be in a format approved by the Fleet Manager and shall include the following information for each Airport Fleet Item: the vehicle number; the dates Automotive Services were performed on the vehicle; and the description of the Automotive Services performed on the vehicle. Contractor shall maintain airport vehicle service records in a fireproof cabinet and shall maintain duplicate copies at Contractor's headquarters. The records shall be organized by vehicle identification number. The records shall be subject to inspection and audit by Authority representatives at any time during the Term and within the five year period following Expiration or Termination.

6.2 Vehicle Repair History Reports. On a quarterly basis, Contractor shall provide vehicle repair history records to the Fleet Manager for Airport Fleet Items serviced during the period. Vehicle repair history records shall be in a format approved by the Fleet Manager and shall include the details stated in the corresponding work orders.

6.3 Miscellaneous Records. Contractor shall retain all records and reports required by law on-Airport in a fireproof cabinet.

### **6.4 Computerized Work Order System.**

(a) *Requirement.* Contractor shall maintain a computerized work order system capable of monitoring the service status, service history, and condition of Airport Fleet Items. The

system shall be organized by work order number and by vehicle or equipment identifier number. The information recorded by the system shall be approved by the Fleet Manager and shall include the following: the date each Airport Fleet Item entered the shop; the scope of work to be performed; the date the work will commence and the completion date, hours associated with work once completed, supplies or materials used in performing the work and total cost of the work. System shall also record purchase date of the vehicle and any available vehicle usage information at time of each service or repair (mileage/hours).

(b) *System Access.* At its sole expense, Contractor shall procure and maintain the computer components necessary to afford the Authority remote access to Contractor's computerized work order system for at least three concurrent users to be assigned by the Authority. Access shall be available to the Authority 24 hours per day, seven days per week except for regularly scheduled periods of system maintenance. The parties shall agree on the time and frequency that system maintenance is performed.

## **7. INVENTORY**

7.1 Requirement. Contractor will be responsible for purchasing an adequate inventory of Automotive Supplies and for maintaining such inventory. If non-inventory Automotive Supplies are required for the Automotive Services, Contractor shall request overnight delivery in order to minimize down time of the Airport Fleet Item being serviced. Contractor shall provide a secure storage container for its inventory and shall be solely responsible for any theft or damage to such inventory.

7.2 Limitation. This Agreement does not include the purchase of goods, parts, materials, or work necessary to fully refurbish, repair or replace any Airport Fleet Item's body, interior, existing enhanced supporting super-structures or environmental protections.

## **8. USE OF AIRPORT**

8.1 Acknowledgements. Contractor acknowledges that the principal use of the Airport consists of the operation of a public airport. Contractor also acknowledges that all other on-Airport uses permitted by Authority, including Contractor's business, must at all times be compatible with and subordinate to such principal use as determined by the Authority in its sole discretion.

8.2 Authorization. The Authority grants Contractor the preferential non-exclusive right to use the Automotive Service Space in common with others and subject to the direction of the Fleet Manager if services are provided on Airport property. Contractor shall not service or store non-Airport Fleet Items in the Automotive Service Space. The Authority may at any time do any of the following: (i) terminate Contractor's right to use some or all of the Automotive Service Space; (ii) reduce, expand, change the location of, or otherwise modify the Automotive Services Space; or (iii) grant to others the right to use the Automotive Service Space.

8.3 Alterations. Unless prior written authorization has been obtained from the Fleet Manager, Contractor shall not construct, install, or make any alterations in, on, or to the Automotive Service Space if services are provided on Airport property.

## **9. SECURITY REQUIREMENTS**

9.1 Employee Background Checks. Contractor shall comply with 49 CFR Part 1544 (requiring background checks, including references and prior employment history) for all Contractor Personnel who have unescorted access to the airfield. Contractor shall ensure that all Contractor Personnel engaged in Airport-related activities have submitted to a 10-year employment background history check. Five of the years shall be verified with the employer. All gaps in employment greater than one year shall be explained and verified in writing. Contractor shall not allow any Automotive Service to be conducted by a Contractor Employee who has been convicted of a felony. Contractor shall maintain records of background checks for Contractor Personnel and shall make such records available to the FAA, the TSA, and the Authority upon request.

9.2 Unauthorized Entry. Entering the airfield without authorization is federal trespass. No Contractor Employee may enter the airfield through any gate without an authorized escort by a representative of the Authority. Contractor Personnel found on the airfield without an authorized escort will be subject to fines or other penalty in addition to any civil or criminal charges levied by the FAA, the TSA, or other government agency.

9.3 Security. Contractor shall comply with the most recent version of the Airport Rules and Regulations (<http://hollywoodburbankairport.com/wp-content/uploads/2020/05/Airport-Rules-Regulations-Adopted-May-4-2020.pdf>) in all manners, but specifically as it relates to safety and security. Contractor shall develop a "Contractor Security Program" that shall denote specific steps to ensure compliance with the Airport Security Program and shall be approved by the Airport Operations Superintendent. Assistance in developing the Contractor Security Program is available from the Airport Operations Superintendent.

9.4 Field Badges. Contractor Personnel requiring unescorted access and vehicle driving privileges to the Automotive Service Area must submit to a criminal history records check a minimum of two weeks prior to Commencement. Applicants who successfully complete the criminal history check must schedule a two hour airport security and driver's training class with the Airport Operations Superintendent. Applicants will be badged upon successful completion of this class and will be eligible to escort other employees on the work site. Contractor shall bear all expense associated with processing Contractor Personnel through the criminal history records check and badging (currently \$90/applicant), and may contact the Authority's Administrative Specialist at (818) 840-8833 for more information. No field access badge shall be issued until Contractor has provided the Airport Operations Superintendent the following information:

(a) List of company officials, with samples of their signatures, who may authorize production of new badges and the re-issuance of expired badges.

(b) Company phone numbers for verification purposes.

(c) List of all Contractor Personnel, and their dates of hire, who will need field/ramp access I.D. cards.

(d) A completed Photo Identification Badge application and driver's license for each Contractor Employee to be badged.

(e) Information related to all badging requirements and forms needed to complete the process are available on the Authority's website at:

<https://hollywoodburbankairport.com/badging-office/>

9.5 Return of Badges. At Expiration or Termination, all badges issued to Contractor Personnel shall be returned to the Airport Operations Superintendent. Each un-returned badge shall result in a \$150 penalty charged to Contractor.

9.6 Airfield Access. Gate access and driving privileges on the airfield must be approved by the Airport Operations Superintendent. Upon approval, all vehicles must bear company logos on both sides. The airfield driving privilege is contingent upon compliance with all rules and regulations of the Authority. Violations will result in an immediate escort off of airport property.

9.7 SIDA. Any project involving access to the Security Identification Display Area (SIDA) requires security training pursuant to 49 CFR Part 1544 by sufficient personnel to ensure that at least one individual who has received the training is present at the job site at all times. Security training is offered by Airport Operations and can be coordinated by contacting the Airport Operations Superintendent.

## **10. TOXIC MATERIALS**

10.1 Prohibition. Contractor shall not cause or permit any Toxic Materials to be brought onto, stored, used, or disposed of in, on, or about the Airport without the prior written consent of the Executive Director. Consent shall not be unreasonably withheld if Contractor demonstrates to the Executive Director's reasonable satisfaction that the Toxic Materials (i) are required in connection with the Automotive Services; and (ii) will be stored, used and disposed of in a manner that complies with law.

10.2 Indemnity. Contractor shall be solely responsible for and shall defend, indemnify, and hold harmless the Indemnitees from and against any and all Claims related to the receipt, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release, or disposal of Toxic Materials in, on, or about the Airport by Contractor or Contractor Personnel. This indemnification obligation includes costs incurred in connection with investigation of site conditions and cleanup, remediation, removal, or restoration work necessary to bring the Airport into compliance with law. Contractor's indemnity obligation under this Subsection 10.2 shall survive Expiration or Termination.

10.3 Prohibited Substances. Notwithstanding anything to the contrary, the following substances shall not be brought onto the Airport: (i) arsines; (ii) dioxins, including dioxin precursors and intermediates; (iii) polychlorinated biphenyls; and (iv) anything contained in the California List of Extremely Hazardous Chemicals.

## **11. ASSIGNMENT**

This Agreement is personal to Contractor. Contractor shall have no right to assign this Agreement, or any monies due or to become due, or to delegate any of its duties, either voluntarily,

involuntarily or by operation of law, without the prior written approval of the Fleet Manager. A prohibited assignment within the meaning of this Section 11 includes any transfer, sale, or change in the ownership of more than 20% of the total stock or partnership interests or limited liability company interests or other equity or voting rights or interests of Contractor or any other change in the management of Contractor. The Authority's consent to any assignment or transfer shall not constitute a waiver of any of the restrictions provided for in this Agreement or be a consent to any subsequent transfer or assignment.

## **12. DEFAULT**

12.1 Contractor Default Events. The following shall constitute Default Events by Contractor:

(a) *Exercise of Creditor Rights or Remedies*. (i) The consent of Contractor to the appointment of a receiver, trustee, or liquidator of all or a substantial portion of Contractor's assets; (ii) the adjudication of Contractor as a bankrupt or insolvent; (iii) the filing by Contractor of a voluntary petition in bankruptcy; (iv) the admission by Contractor in writing of Contractor's inability to pay its debts as they become due; (v) the failure by Contractor to pay its debts as they become due; (vi) the making by Contractor of a general assignment for the benefit of creditors; (vii) the filing by Contractor of a petition or answer seeking reorganization or arrangement with creditors; or (viii) the entry of any order, judgment, or decree by a court of competent jurisdiction approving a petition seeking appointment of a receiver, trustee, or liquidator of all or a substantial part of Contractor's assets.

(b) *Material Breach*. The occurrence of any of the following, each of which shall be a material breach of this Agreement: (i) misrepresentation, default, breach, or nonperformance of any provision of this Agreement by Contractor; (ii) abandonment of this Agreement by Contractor; or (iii) initiation of proceedings to dissolve Contractor.

12.2 Authority's Default. The Authority shall not be deemed to be in default in the performance of any of its obligations under this Agreement until it has failed to perform such obligation within 30 days following the receipt by the Authority of written notice specifying the unperformed obligation. If such obligation is not reasonably susceptible of being performed within a 30 day period, the Authority shall not be in default unless it has failed to initiate the performance of such obligation within 30 days (or longer period if required) of receipt of the notice, or unless it has failed to prosecute diligently such performance to completion. In the event of a default by the Authority under this Agreement, the sole remedy of Contractor shall be to terminate this Agreement.

## **13. INDEMNITY**

13.1 General. Contractor shall defend, indemnify, and hold harmless the Indemnitees from and against Claims arising out of, resulting from or relating to this Agreement. Without limiting the generality of the preceding sentence, Contractor shall defend, indemnify and hold harmless the Indemnitees from and against Claims arising out of, resulting from or relating to the following: (i) the performance of the Automotive Services; (ii) the employment by or on behalf of Contractor of any Contractor Employee in the performance of the Automotive Services; or (iii)

the reassignment, replacement or removal of any Contractor Employee from the performance of the Automotive Services.

13.2 Indemnitor's Rights. Notwithstanding Subsection 13.1, each Indemnitor shall have the following rights with respect to any Claim against the Indemnitor: (i) to approve of any legal counsel engaged by Contractor to defend the Indemnitor with respect to such Claim, which approval shall not be unreasonably withheld; and (ii) to engage separate legal counsel for the Indemnitor (which separate legal counsel shall be selected by the Indemnitor with Contractor's approval, which approval shall not be unreasonably withheld) in any of the following circumstances: (a) the Indemnitor reasonably determines that there is a material conflict between the interests of Contractor and/or any insurance carrier of Contractor and the interests of the Indemnitor with respect to such Claim; (b) any material disagreement between Contractor or any insurance carrier of Contractor and the Indemnitor, as to the manner, method, or handling of the defense of such Claim; or (c) the Indemnitor reasonably determines that separate legal counsel is otherwise required to protect its interests with respect to such Claim. The fees and costs of the legal counsel described in (i) and (ii) above shall be paid for by Contractor as part of its indemnity obligation under Subsection 13.1.

## **14. INSURANCE**

14.1 In General. Contractor shall carry insurance during the Term as specified below. The insurance shall be provided by companies that are licensed to do business in California and that have an A. M. Best insurance guide rating of no less than A-X:

(a) Worker's Compensation insurance written in accordance with California statutory limits and Employer's Liability insurance of \$5,000,000 minimum. The Employer's Liability insurance shall not contain occupational disease exclusion, provided such coverage is reasonably available in the insurance market.

(b) Comprehensive General Liability and Excess Liability combined including broad form property damage and contractual liability: \$10,000,000 minimum. Bodily injury by disease - \$10,000,000 - policy limit.

(c) Garage Liability insurance and Excess Liability combined covering Airport Fleet Items in Contractor's care, custody and control, including coverage for loss by fire, explosion, theft, vandalism and/or malicious mischief, and collision or upset with a minimum of \$10,000,000 per occurrence.

(d) Comprehensive Motor Vehicle Liability and Excess Liability combined for owned, non-owned and hired vehicles physical damage and vehicle hazards. Coverage shall be written in an amount of \$10,000,000 combined single limit.

14.2 Miscellaneous Requirements. Contractor's insurance required herein shall (i) name the Indemnitors as additional insureds (Comprehensive General Liability and Comprehensive Motor Vehicle Liability policies only); (ii) state that such insurance is primary and not contributing with any other insurance maintained by the Indemnitors; and (iii) contain a waiver of subrogation clause. Additionally, Contractor's insurance shall state that such insurance is not subject to cancellation, change in coverage, reduction of limits or non-renewal except after not less than

thirty (30) days' written notice to the Authority; provided, however, that if the policy is canceled for non-payment of premium only ten (10) days' notice is required.

14.3 Proof. Upon Commencement, Contractor shall provide the Procurement Department with certificates of insurance and endorsements effecting coverage required by this Section. Upon request of the Fleet Manager, Contractor shall provide a copy of the insurance policy.

## **15. NOTICES**

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

**TO AUTHORITY:** Burbank-Glendale-Pasadena Airport Authority  
Attention: Director of Engineering & Maintenance  
2627 Hollywood Way  
Burbank, CA 91505  
Email: ADefrenza@bur.org

With copy to:

Burbank-Glendale-Pasadena Airport Authority  
Attention: Fleet Manager  
2627 Hollywood Way  
Burbank, CA 91505  
Email: [MRODRIGUEZ@bur.org](mailto:MRODRIGUEZ@bur.org)

**TO CONTRACTOR:**  
Keolis Transit Services, LLC  
470 Atlantic Avenue  
Boston, MA 02210  
Email: sandi.hill@keolisna.com

Any notice properly addressed shall be deemed received upon: (i) personal delivery; (ii) 72 hours after mailing by certified or registered United States mail, postage prepaid, return receipt requested; (iii) on the date of the first attempted delivery by any nationally recognized overnight delivery/courier service which delivers to the noticed destination and provides proof of delivery to the sender; or (iv) one day after being sent via email with transmission and receipt confirmed.

## **16. DISPUTE RESOLUTION**

16.1 In General. If the parties are unable to resolve by mutual agreement any dispute relating to this Agreement, either party shall have the right to commence an action in any court of the State of California or the United States located in Los Angeles County, California, unless the parties agree as to an alternative dispute resolution procedure for resolving such dispute. Pending settlement or the final decision by the court, Contractor shall proceed diligently with the performance of the Agreement in accordance with the Fleet Manager's direction.



16.2 Prevailing Party. In the event of any judicial, arbitration or mediation action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action shall be entitled to reasonable attorneys' fees, expert witness fees and costs. The trier of fact in any judicial proceeding shall be specifically requested to name the prevailing party.

16.3 Force Majeure. Neither party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to matters beyond its control (including pandemic, strike, fire, flood or other natural disaster, war, embargo or riot) provided that the party so delayed immediately notifies the other party of such delay.

## **17. MISCELLANEOUS PROVISIONS**

17.1 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.

17.2 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.

17.3 Integration. This Agreement, together with all Exhibits, constitutes the entire contract of the parties and supersedes all prior and contemporaneous negotiations, understandings and contracts of the parties with respect to this subject matter. No change or modification of the provisions of this Agreement shall be valid unless in writing and signed by both parties.

17.4 Interpretation. Unless otherwise indicated, the following rules of interpretation shall govern this Agreement. References to "Section," "Subsection" or "Paragraph" refer to provisions of this Agreement. References to "days" refer to calendar days. When the context requires, words importing only the singular include the plural and vice versa.

17.5 Relationship of Parties. This Agreement shall not be construed as creating a partnership between Contractor and the Authority or as creating any other form of legal association that would impose liability upon Contractor or the Authority for an act or omission of the other party. Contractor shall perform the Automotive Services as an independent contractor of the Authority. Contractor shall not have any authority to bind the Authority by contract or otherwise, or to incur any obligation or liability on behalf of the Authority, unless such authority is expressly conferred by this Agreement.

17.6 Governing Law. This Agreement shall be governed by the law of the State of California.


17.7 Severability. If one or more of the provisions of this Agreement is hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent

jurisdiction, the parties agree that the invalidity or unenforceability of such provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

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

**Keolis Transit Services, 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**

\_\_\_\_\_  
Ross Selvidge, Ph.D., President

Approved as to form:

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

## EXHIBIT A

### AIRPORT FLEET ITEMS

\*\*\*CURRENT VEHICLE LIST – SUBJECT TO CHANGE\*\*\*

#### ***FLEET A – NON PRIORITY FLEET ITEM LIST***

DEPT.	UNIT NO.	FUEL	YEAR	VEHICLE DESCRIPTION
Ops.	73	NA	2002	2002 Big Tex Trailer
Police	148	NA	1996	1996 Big Tex Utility Trailer
Fire	174		1997	1997 Foam Trailer
Fire	175		2006	2006 Hallmark Trailer
Fire	176		2019	2019 Foam Trailer carson
Parking	# 1	EV		Electric cart Crushman
Parking	# 2	EV		Electric cart Crushman
Parking	# 3	EV	2018	2018 EZ GO
Ops.	E-09	NA	2016	2016 Skiddometer
Maint.	E-10	PROPANE	2006	2006 Tymco Sweeper
Maint.	E-11	DIESEL	2006	2006 GEHL 10,000 LBS
Maint.	E-12	PROPANE	2017	2017 Forklift Utilev
Maint.	E-15		2006	2006 Triple -l Power Deck Trailer
Maint.	E-17	PROPANE		Sweeper Scrubber Tennant mod 8200
Maint.	E-18	DIESEL	2006	2006 Tractor John Deere mod 5425 / Rotary Cutter
Maint.	E-19	DIESEL	1979	1979 Ford 540 Tractor Landscaper
Maint.	E-20	DIESEL	2007	2007 New Holland B/O
Maint.	E-21	DIESEL		Coleman Port light Generator
Maint.	E-22	DIESEL		Coleman Port light Generator
Maint.	E-23	DIESEL		Port Generator, light cart Terex-A
Maint.	E-24	DIESEL		Port Generator, light cart Terex-A
Maint.	E-25	DIESEL		Port Generator, light cart Terex-A
Maint.	E-26	DIESEL	1996	1996 Mower John Deere Tractor
Maint.	E-27	DIESEL		Compressor Ingresoll Mod P185WIR/03
Maint.	E-29			Cement Mixer MC64PHA
Maint.	E-30	NA		Chemical Trailer ( Sprayer for weed )
Maint.	E-31	EV		Scissor Lift MX19
Maint.	E-32	EV		Scissor Lift SJIII4632
Maint.	E-34	DIESEL	2006	2006 Bobcat Tractor Model S130
Maint.	E-35	DIESEL	2009	2009 GMC Sweeper
Maint.	E-36	SOLAR	2009	2009 Solar Sign Model 1548
Maint.	E-37	SOLAR	2009	2009 Solar Sign Model 1548
Maint.	E-38	DIESEL	2009	2009 Light Tower Model MLT360K
Maint.	E-39	DIESEL	2009	2009 Light Tower Model MLT360K

Maint.	E-40	GASOLINE	2009	2009 Jeter Trailer mod TR-3500
Maint.	E-41	DIESEL	2009	2009 Trailer Generator
Maint.	E-42	GAS/DIESE L	2010	2010 Trailer High Pressure Washer
Maint.	E-43	GAS/DIESE L	2010	2010 Runway Closure Generator 6KW
Maint.	E-44	GAS/DIESE L	2010	2010 Runway Closure Generator 6KW
Maint.	E-45	GAS/DIESE L	2010	2010 Runway Closure Generator 6KW
Maint.	E-46	GAS/DIESE L	2010	2010 Runway Closure Generator 6KW
Maint.	E-47	DIESEL	2013	2013 Crack Sealer Trailer
Maint.	E-48	GASOLINE	2015	2015 Toro Workman Cart Mod 07279
Maint.	E-49	GASOLINE	2000	2000 Water Trailer
Maint.	E-50	NA	2021	2021 Electrical Trailer

***FLEET B – NON-PRIORITY FLEET ITEM LIST***

DEPT.	UNIT NO.	FUEL	YEAR	VEHICLE DESCRIPTION
Maint.	9	GASOLINE	2013	2013 Ford F-350 Pick-up Truck
Eng.	10	GASOLINE	1999	1999 Ford F-250 Super Cab Truck
Maint.	11	GASOLINE	2011	2011 Chevy Silverado S1500 Club Cab
Maint.	11	GASOLINE	2006	2006 Ford F-150 1/2 Ton Pickup
Maint.	13	GASOLINE	2006	2006 Ford F-250 3/4 Ton Pickup
Maint.	14	GASOLINE	2006	2006 Ford F-250 3/4 Ton Pickup
Maint.	17	GASOLINE	2007	2007 Ford F-150 1/2 Ton Pickup
Maint.	18	GASOLINE	2002	2002 Ford F150 Truck
Maint.	19	GASOLINE	2007	2007 Ford F-150 1/2 Ton Pickup
Maint.	20	GASOLINE	2008	2008 Ford F-250 3/4 Ton Pickup
Maint.	21	GASOLINE	2008	2008 Ford Cargo Van
Maint.	22	GASOLINE	2008	2008 Ford F-150 Pickup Truck
Maint.	23	GASOLINE	2006	2006 Ford F-150 Single Cab
Maint.	24	GASOLINE	2017	2017 Ford F-450 Dump Truck
Maint.	25	GASOLINE	2006	2006 Ford F-150 1/2 Ton Longbed
Maint.	27	GASOLINE	2004	2004 Ford F250 Cab Truck
Maint.	28	GASOLINE	2011	2011 Ford F-550 Flatbed Truck
Maint.	29	GASOLINE	2003	2003 Ford F450 Crew Cab Truck
Maint.	30	GASOLINE	2015	2015 Ford F-350 Single Cab 4X2
Maint.	31	GASOLINE	2017	2017 Ford F-350 Truck 4x2
Maint.	32	GASOLINE	2004	2004 Ford Econoline Van
Maint.	34	GASOLINE	2005	2005 Ford F250 Crew Cab

Maint.	35	GASOLINE	2005	2005 Ford F150 Truck 4x2
Maint.	36	GASOLINE	2014	2014 Ford F-350
Maint.	37	GASOLINE	2005	2005 Ford F150 Truck 4x2
Maint.	38	GASOLINE	2017	2017 Ford F-350 Club Cab
Maint.	39	GASOLINE	2020	2020 Chevy Colorado Club Cab
Ops.	40	GASOLINE	2006	2006 Dodge Durango SLT 4x2
Ops.	41	GASOLINE	2006	2006 Ford E-250XLT
Ops.	42	GASOLINE	2013	2013 Chevrolet Tahoe LS
Ops.	43	GASOLINE	2017	2017 Chevrolet Tahoe LS
Ops.	44	GASOLINE	2017	2017 Silverado S1500
Maint.	45	GASOLINE	2005	2005 Ford Explorer
Ops.	49	GASOLINE	2007	2007 Ford Expedition
Admin.	51	GASOLINE	2007	2007 Chevrolet Impala LS
Admin.	52	GASOLINE	2005	2005 Ford Crown Victoria
Admin.	53	GASOLINE	2019	2019 Chrysler Pacifica
Ops.	55	GASOLINE	2002	2002 Ford Ranger XLT
Eng.	58	GASOLINE	2001	2001 Ford Expedition
Eng.	60	GASOLINE	2008	2008 Chevrolet Impala
Eng.	61	GASOLINE	2008	2008 Ford F-150 XLT Super Crew
Eng	62	GASOLINE	2011	2011 Chevy Silverado 1500 Club Cab
Eng	63	GASOLINE	2017	2017 Chevrolet Silverado 1500 Club Cab
Eng	86	GASOLINE	2004	2004 Chevrolet Tahoe SUV
Admin.	87	GASOLINE	2004	2004 Chevrolet Impala LS
ICT	98	GASOLINE	2018	2018 Ford Explorer XLT
Envirom	S172	GASOLINE	2007	2007 Chevrolet Impala LS

***FLEET B – PRIORITY FLEET ITEM LIST***

DEPT.	UNIT NO.	FUEL	YEAR	VEHICLE DESCRIPTION
Fire	5	DIESEL	2008	2008 F-450 Rescue
Fire	6	GASOLINE	2013	2013 Chevrolet Tahoe LS
Fire	7	GASOLINE	2017	2017 Ford Explorer
Police	102	GASOLINE	2011	2011 Chevy Tahoe B/W
Police	103	GASOLINE	2011	2011 Chevy Tahoe B/W
Police	104	GASOLINE	2011	2011 Chevy Tahoe B/W
Police	105	GASOLINE	2014	2014 Explorer Interceptor B/W
Police	142	GASOLINE	2019	2019 Explorer interceptor Black
Police	143	GASOLINE	2010	2010 Ford Expedition Silver
Police	144	GASOLINE	2010	2010 Ford Expedition Gray
Police	145	GASOLINE	2016	2016 Ford Explorer B/W
Police	146	GASOLINE	2016	2016 Ford Explorer B/W
Police	147	GASOLINE	2010	2010 Ford Expedition Dark Blue

Police	149	GASOLINE	2017	2017 Ford Explorer Blue
Fire	U174	NA	2008	2008 Ford F-450 4 X 2 Utility

## EXHIBIT B

### AUTOMOTIVE SERVICES

1. Daily Inspections. Daily Inspections of the Priority Fleet Items shall and the prompt repair, replacement and/or correction of any item in need of restoration shall be completed in order to bring the vehicle to a full and safe operating condition.
2. PMI Inspections. PMI inspections shall include all inspections and tests necessary to obtain all required local, state or federal certifications for the Airport fleet and equipment and shall include the prompt repair, replacement and/or correction of any item in need of restoration in order to bring the vehicle to a full and safe operating condition.

All PMI inspections shall comply with Department of the California Highway Patrol regulations pursuant to Vehicle Code Section 34501. Inspection forms must be signed by the State of California certified mechanic and filed per this Agreement.

3. Preventive Maintenance. Preventive Maintenance shall mean lubrication, oil and filter changes ("LOF Service"), brake inspections and Non-Priority Fleet Item Inspections as specified below.

3.1 *LOF Service*. LOF Service shall include: draining and replacement of the engine oil; replacement of the oil filter; lubrication of the chassis; checking all fluids (including transmission oil, brake fluid, coolant, windshield wiper fluid, power steering fluid); and topping off, as needed.

3.2. *Brake Inspections*. Brake inspections shall include: removal of the wheels; checking of the brake pads, calipers, brake drums, springs, seals, brake lines, brake cylinders and master cylinder; and adjusting the brakes, as needed.

3.3. *Non-Priority Fleet Item Inspections*. Non Priority Fleet Item inspections and the prompt repair, replacement and/or correction of any item or items in need of restoration in order to bring the vehicle to a full and safe are operating condition.

3.4 *Coolant System*. The Cooling System shall be checked yearly. The following services shall be performed. Pressure conditions and coolant volume are to be checked. The radiator cap is to be checked that it functions and fits correctly. Radiator hoses shall be checked that they are not worn, cracked or disintegrating. Engine belts shall be checked.

4. Transmission Service. Transmission service shall include changing the transmission fluid, filter and pan gasket, and making adjustments as required.

5. Air Conditioning Service. Air Conditioning service shall include inspection of all hoses and lines, checking the cooling system for leaks, checking cooling system temperature and adding freon or fluid as needed.

6. Tune Ups.

6.1 *Diesel Engines.* Diesel engine tune ups shall include valve adjustments, replacement of valve cover and fuel injectors and checking fuel injection timing.

6.2 *Gasoline Engines.* Gasoline engine tune ups shall include replacement of spark plugs, cap, rotor, wires, and checking and adjusting timing.

7. Brake Replacement.

7.1 *Air Brakes.* Air brake service shall include resurfacing of all drums, replacement of hard work kits and seals.

7.2 *Air Over-Hydraulic Brake System.* Air Over-Hydraulic Brake System service shall include replacement of brake shoes, resurfacing of drums, and replacement of hard work kits and seals.

7.3 *Hydraulic Brakes.* Hydraulic brake service shall include resurfacing of drums and rotors, and replacement of brake shoes, front pads, and seals.

8. Tire Inspection. Rotate tires every 5,000 miles or as required by manufacture's specifications.

9. Fuel Injection System. System shall be cleaned every 50,000 miles or as required by manufacture's specifications.



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

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

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

definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

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

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

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

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

### 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.