



February 3, 2022

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, February 7, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 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*

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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Airport Skyroom

Regular Meeting of Monday, February 7, 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

Monday, February 7, 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) December 13, 2021 ***[See page 1]***
    - 2) Finance and Administration Committee  
(i) December 13, 2021 ***[See page 3]***
    - 3) Legal, Government and Environmental Affairs Committee  
(i) December 13, 2021 ***[See page 5]***
  - b. Commission Minutes  
(For Approval)
    - 1) January 18, 2022 ***[See page 8]***
  - c. Treasurer's Report
    - 1) October 2021 ***[See page 13]***
  - d. Proposed Resolution No. 493 Adopting the  
2022 Authority Investment Policy ***[See page 37]***
6. ITEMS FOR COMMISSION APPROVAL
  - a. Automated License Plate Recognition System  
Service Agreement ***[See page 46]***
  - b. Updated Automated License Plate Recognition  
System Policy ***[See page 65]***
  - c. Amendment No. 1 to Professional Services Agreement  
Conway Consulting, Ltd. ***[See page 73]***

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

***[See page 82]***

**7. ITEMS FOR COMMISSION INFORMATION**

- a. December 2021 Passenger and Air Cargo Statistics
- b. December 2021 Transportation Network Company Statistics
- c. December 2021 Parking Revenue Statistics
- d. Anyone Collective – Activity Update
- e. Replacement Passenger Terminal - Industry Day

***[See page 88]***

**8. CLOSED SESSION**

- 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

**9. EXECUTIVE DIRECTOR COMMENTS**

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

**11. ADJOURNMENT**



## COMMISSION NEWSLETTER

Monday, February 7, 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 December 13, 2021; approved minutes of the Finance and Administration Committee special meeting of December 13, 2021; and approved minutes of the Legal, Government and Environmental Affairs Committee special meeting of December 13, 2021, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. Draft minutes of the special meeting of the January 18, 2022, Commission meeting are attached for the Commission's review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for October 2021 is included in the agenda packet. At its special meeting on January 18, 2022, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission note and file this report.
- d. PROPOSED RESOLUTION NO. 493 ADOPTING THE 2022 AUTHORITY INVESTMENT POLICY. A staff report is included in the agenda packet. Formerly mandated by State law and now currently recommended under Sections 53646(a)(2) and 53646(h) of the California Government Code ("Code"), the Commission annually reviews and approves an investment policy to identify policies and procedures for the prudent and systematic investment to be followed by the Authority Treasurer in the exercise of the investment authority delegated to him/her.

The Authority's Investment Manager, Columbia Management Investment Advisors LLC ("CMIA"), has opined that the 2021 Authority Investment Policy, with overall investment criteria of capital preservation (safety) and liquidity, is still appropriate and conservative, and does not need revisions at this time. Staff concurs with the CMIA recommendation and seeks a Finance and Administration Committee recommendation to the Commission that it adopt the attached proposed Resolution approving the 2022 Investment Policy (Exhibit A), which reaffirms the current 2021 Investment Policy with no changes.

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

## 6. ITEMS FOR COMMISSION APPROVAL

- a. **AUTOMATED LICENSE PLATE RECOGNITION SYSTEM SERVICE AGREEMENT.** A staff report is included in the agenda packet. At its special meeting on January 18, 2022, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission 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.
- b. **UPDATED AUTOMATED LICENSE PLATE RECOGNITION SYSTEM POLICY.** A staff report is included in the agenda packet. 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 policy governing how the data gathered by the system is accessed and managed by the Airport Police Department.
- c. **AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT – CONWAY CONSULTING, LTD.** A staff report is included in the agenda packet. 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 Commission approved the restart of the Replacement Passenger Terminal program in August 2021, with the goal (expressed by both the Commission and airlines) to expedite the process moving forward as the program had been on hold since March 2020 due to the COVID-19 pandemic. 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.
- d. **AIRPORT USE AGREEMENT AMENDMENT AND AIRPORT USE AND FACILITIES OPERATING PERMIT.** A staff report is included in the agenda packet. At its special meeting on January 18, 2022, the Legal, Government and Environmental Affairs Committee (“Committee”) voted unanimously (3–0) to recommend that the Commission approve of the following:
  - 1. Proposed form of Airport Use Agreement Amendment, copy attached; 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.

## 7. ITEMS FOR COMMISSION INFORMATION

- a. DECEMBER 2021 PASSENGER AND AIR CARGO STATISTICS. A staff report is included in the agenda packet. The December 2021 passenger count of 470,365 was down 15% compared to December of 2019's 554,520 passengers. Also compared to December of 2019, air carrier aircraft operations in December 2021 decreased 7%, while cargo volume was up 8% at 10.2 million pounds.
- b. DECEMBER 2021 TRANSPORTATION NETWORK STATISTICS. No staff report attached. Staff will update the Commission on TNC activity for the month of December 2021.
- c. DECEMBER 2021 PARKING STATISTICS. No staff report attached. Staff will present parking revenue data for the month of December 2021.
- d. ANYONE COLLECTIVE - ACTIVITY UPDATE. No staff report attached. An update to the Commission regarding the advertising, marketing and support services for the first six months will be presented.
- e. REPLACEMENT PASSENGER TERMINAL - INDUSTRY DAY. No staff report attached. AECOM will present to the Commission its plan for the scheduling of an "Industry Day" to outreach and re-introduce the Replacement Passenger Terminal program to potential interested parties and the pending issuance of a Progressive Design Builder Request for Qualifications/Request for Proposal.

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

**MONDAY, DECEMBER 13, 2021**

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 (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. November 15, 2021** Commissioner Devine (via teleconference) moved approval of the minutes of the November 15, 2021, meeting seconded by Commissioner Hampton. There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).

**5. Items for Approval**

**a. Award of Contract – Acquisition of Replacement Police Patrol Vehicles** Staff sought a Committee (“Committee”) recommendation to the Commission to authorize a purchase order to National Auto Fleet Group in the amount of \$117,192.73 for two replacement Airport Police Department (“APD”) patrol vehicles. The two new proposed vehicles will replace the APD patrol vehicles that have reached the end of their reliable service as emergency vehicles.

Staff further discussed the lack of availability for an electric or hybrid-powered patrol vehicle replacement with the Committee. However, Staff noted that although they were not able to obtain alternatively powered vehicles at this time, the APD has set a goal to move its emergency response vehicles to electric or hybrid power when such units become more readily available.

**Motion**

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

**Motion Approved**

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (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 8:42 a.m.

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

**MONDAY, DECEMBER 13, 2021**

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 11:00 a.m., by Commissioner Selvidge.

**1. ROLL CALL**

**Present:** Commissioners Selvidge, Ovrom

**Absent:** Commissioner Najarian

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

**2. Staff Announcement: AB 23**

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

**3. Approval of Agenda**

Agenda was approved as presented.

**Motion**

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

**Motion Approved**

There being no objection, a voice vote was taken. The motion was approved (2–0, 1 absent).

**4. Public Comment**

There were no public comments.

**5. Approval of Minutes**

**a. November 15, 2021**

Draft minutes for the November 15, 2021, Finance and Administration Committee meeting were presented for approval.

**Motion**

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

**Motion Approved**

There being no objection, a voice vote was taken. The motion was approved (2–0, 1 absent).

**6. Items for Discussion**

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

Staff updated the Committee with information regarding the recently passed Infrastructure bill passed by Congress as it could relate to funding for the Replacement Passenger Terminal.

**7. Items for Information**

**a. Committee Pending Items**

Staff reviewed with the Committee future pending items.

**8. Adjournment**

There being no further business to discuss, the meeting was adjourned at 11:36 a.m.

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

**MONDAY, DECEMBER 13, 2021**

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 10:52 a.m., by Commissioner Agajanian.

**1. ROLL CALL**

**Present:** Commissioners Agajanian, Williams and Gabel-Luddy

**Absent:** None

**Also Present:** Staff: Frank Miller, Executive Director; Patrick Lammerding, Deputy Executive Director, Planning and Development; Mark Hardymont, Director of Transportation and Environmental Programs; Pamela Marcello, Senior Director, Government and Public Affairs; Maggie Martinez, Manager, Noise and Environmental Compliance; Aaron Galinis, Airport Planner

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.

**4. Public Comment**

There were no public speakers.

**5. Approval of Minutes**

**a. November 15, 2021**

Commissioner Williams moved approval of the minutes of the November 15, 2021, meeting seconded by Commissioner Gabel-Luddy. There being no objection, the motion was approved (3-0).



## 6. Items for Approval

### a. Approval of Access to Install One Groundwater Monitoring Well

Staff sought a Committee recommendation to the Commission for approval to grant Lockheed Martin Corporation access to Authority property to add one groundwater monitoring well outside the Air Operations Area boundary. Lockheed will bear at its own expense all cost related to the new well.

#### Motion

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

#### Motion Approved

There being no objection, the motion was approved (3-0).

### b. Procurement Communications Policy

Staff sought a Committee recommendation to the Commission for the adoption of Resolution No. 492 to formally establish a procurement communications policy regarding communications between interested parties and Authority representatives on business opportunities prior to and during the procurement process.

#### Motion

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

#### Motion Approved

There being no objection, the motion was approved (3-0).

## 7. Items for Information

### a. Water Conservation Measures, Hollywood Burbank Airport

On November 9, 2021, the Metropolitan Water District declared a drought emergency in Southern California. Staff presented to the Committee the water conservations measures efforts that have been implemented at the Airport.

### b. Update: Federal, County and Local City Redistricting

Staff updated the Committee regarding the results of the 2021 federal, county and local cities redistricting.

### c. Update: Burbank Aero Crossing Development

Staff updated the Committee regarding the Burbank Aero Crossings Development located at the corner of Hollywood Way and Empire Avenue (the former location of Fry's Electronics).

### d. Committee Pending Items

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

**8. Closed Session**

Closed Session was cancelled.

**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)**

**9. Adjournment**

There being no further business, the meeting was adjourned at 11:40 a.m.

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

**TUESDAY, JANUARY 18, 2022**

A special 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), Brown, Agajanian (via teleconference), Gabel-Luddy (via teleconference), Najarian (via teleconference), Selvidge (via teleconference), Ovrom, Williams (via teleconference), Hampton (via teleconference)

**Absent:** NONE

**Also Present:** Staff: John Hatanaka, Senior Deputy Executive Director; Nerissa Sugars, Director, Marketing Communications and Air Service; Maggie Martinez, Manager, Noise and Environmental Affairs; Tom Janowitz, Senior Manager, Ground Access

**2. PLEDGE OF ALLEGIANCE**

Commissioner Hampton led the Pledge of Allegiance.

**3. APPROVAL OF AGENDA**

The agenda was approved as presented.

**MOTION**

Commissioner Gabel-Luddy moved approval of the agenda; seconded by Commissioner Williams.

**MOTION APPROVED**

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

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

**NOES:** NONE

**ABSENT:** NONE

**4. PUBLIC COMMENT**

There were no public comments.

## 5. CONSENT CALENDAR

Commissioner Ovrom requested that Item No. 5.c. Procurement Communications Policy, be removed from the Consent Calendar to be discussed as a separate issue. Commissioner Devine concurred.

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

#### 1) Operations and Development Committee

- (i) **November 15, 2021**      Approved minutes of the November 15, 2021, Operations and Development Committee meeting were included in the agenda packet for information purposes.

#### 2) Finance and Administration Committee

- (i) **November 15, 2021**      Approved minutes of the November 15, 2021, Finance and Administration Committee meeting were included in the agenda packet for information purposes.

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

- (i) **November 15, 2021**      Approved minutes of the November 15, 2021, Legal, Government and Environmental Affairs Committee meeting were included in the agenda packet for information purposes.

### b. Commission Minutes (For Approval)

- 1) **December 13, 2021**      A copy of the draft minutes of the December 13, 2021, special meeting were included in the agenda packet for review and approval.

- 2) **January 10, 2022**      A copy of the draft minutes of the January 10, 2022, special meeting were included in the agenda packet for review and approval.

### MOTION

Commissioner Selvidge moved approval of the Consent Calendar; seconded by Commissioner Agajanian.

### MOTION APPROVED

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

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

Ovrom, Hampton (via teleconference)

NOES: NONE

ABSENT: NONE

## **5. CONSENT CALENDAR (Continued)**

### **c. Procurement Communications Policy**

At its special meeting on December 13, 2021, the Legal, Government and Environmental Affairs Committee voted unanimously (3–0) to recommend that the Commission adopt proposed Resolution No. 492 to formally establish a procurement communications policy. Staff explained that this policy establishes a procedure for communication between interested entities and representatives of the Authority regarding business opportunities prior to and during the procurement process.

The Commission and Staff discussed whether there should be sanctions imposed on Commissioners who might communicate with interested parties prior to and during the procurement process as this topic was not covered in proposed Resolution No. 492. Also discussed was a proposed implementation of language within the policy as to what the consequences would be if vendors violated the established policy.

An agreement was reached wherein Authority Legal Counsel will provide a memorandum detailing guidance to the Commissioners and will also modify Resolution No. 492 to address and clarify the issues mentioned above.

### **MOTION**

Commissioner Ovrom moved approval; seconded by Commissioner Williams.

### **MOTION APPROVED**

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

AYES: Commissioners Devine (via teleconference), Brown, Gabel-Luddy (via teleconference), 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. Approval for Access to Install One Groundwater Monitoring Well

At its special meeting on December 13, 2021, the Legal, Government and Environmental Affairs Committee voted unanimously (3–0) to recommend that the Commission approve to grant Lockheed Martin Corporation (“Lockheed”) access to Authority property in order to add one Groundwater Monitoring Well “(Well)” outside the Air Operations boundary. All expenses in relation to the new Well will be borne by Lockheed.

### MOTION

Commissioner Agajanian moved approval; seconded by Commissioner Ovrom

### MOTION APPROVED

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (9–0).

AYES: Commissioners Devine (via teleconference), Brown, Gabel-Luddy (via teleconference), 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. November 2021 Passenger and Air Cargo Statistics

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

### b. November 2021 Transportation Network Company Statistics

Staff presented an update on the November 2021 Transportation Network Companies’ activities.

### c. November 2021 Parking Revenue Statistics

Staff presented an update on the November 2021 Parking Revenue statistics. The Commission requested additional revenue information which staff will provide at a future meeting.

### d. Report on Replacement Passenger Terminal Ad Hoc Committee Meeting of December 20, 2021

Staff updated the Commission on information presented to the Replacement Passenger Terminal (“RPT”) Ad Hoc Committee at its meeting on December 20, 2021. Staff indicated that due to events associated with the pandemic, all work related to the RPT had been halted. A new work schedule has been restarted with all work progressing according to

schedule. Items discussed at the Ad Hoc Committee meeting were:

- The narrative for the RFP process;
- A Program Management Manual;
- A Program Charter;
- Drafting of the RFQ and the RFP for the Progressive Design Builder
- Preparations for an Industry Day Outreach; and
- A Strategic Program Management Manual

Staff anticipates that while a few of these documents should be delivered to Staff by the end of the month, most of them will be available mid-February. Once received, Staff will reach out to the Ad Hoc Committee to schedule a meeting for review.

## **8. CLOSED SESSION**

The meeting convened to Closed Session at 9:46 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)**

**Meeting Reconvened to Open Session**

**The meeting reconvened to open session at 10:15 a.m., with seven Commissioners present.**

**Closed Session Report**

**No reportable action taken on the presented items.**

## **9. EXECUTIVE DIRECTOR COMMENTS**

On behalf of the Executive Director, Staff presented a plaque to Mark Hardyment, Director of Noise and Environmental Affairs, who will be retiring at the end of January after a successful career of 43 years with the Airport.

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

Commissioner Ovrom inquired on the subject of how 5G might affect operations at the Airport; Commissioner Gabel-Luddy thanked Mr. Hardyment for his years of service.

## **11. ADJOURNMENT**

There being no further business, the meeting was adjourned at 10:21 a.m.

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Paula Devine, President

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Felicia Williams, Secretary

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Date

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Date



February 7, 2022

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

Dear Commissioners:

The attached report, covering the month of October 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

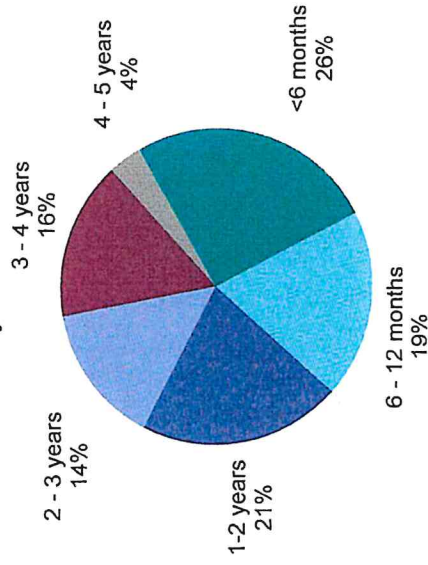
Attachments



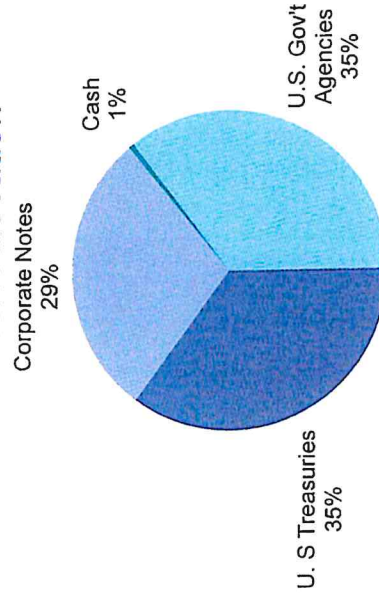
# Operating Portfolio Investment Guidelines Conformance as of October 31, 2021

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	4.87 Years	70%	35%
Corporate Notes	5 Years	4.28 Years	30%	29%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	1%
U.S. Gov Securities (Treasuries)	5 Years	3.67 Years	No Limit	35%

## Maturity Distribution



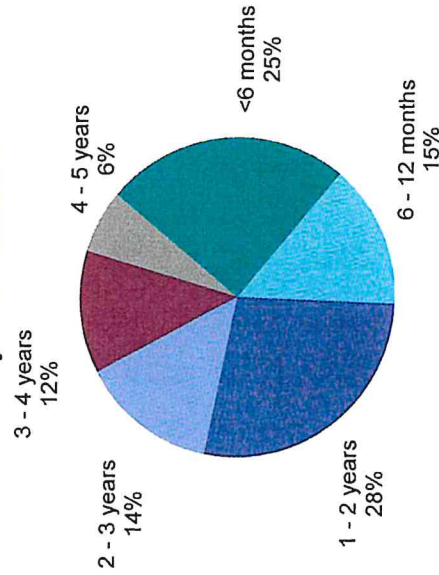
## Sector Allocation



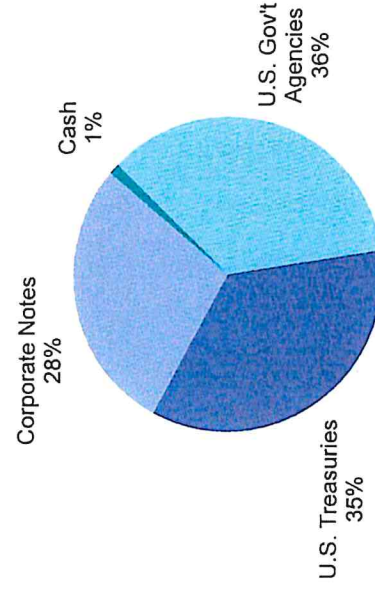
# PFC Portfolio Investment Guidelines Conformance as of October 31, 2021

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	4.87 Years	70%	36%
Corporate Notes	5 Years	4.28 Years	30%	28%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	1%
U.S. Gov Securities (Treasuries)	5 Years	3.67 Years	No Limit	35%

## Maturity Distribution



## Sector Allocation



**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Investments**  
**As of 10/31/21**

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
10/31/21	Columbia Treasury Reserves	097101307	0.000	10/31/21	10/31/21	\$ 1,222,417	\$ 1,222,417	\$ 1,222,417	\$ -	0.00%	0	0.51%
12/23/16	Federal Home Loan Banks	3130AABG2	1.875	11/29/21	11/29/21	15,000,000	14,742,129	15,021,452	279,323	0.16%	29	6.28%
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	12/15/21	1,500,000	1,498,845	1,503,540	4,695	0.35%	45	0.63%
04/15/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	3,800,000	3,812,172	3,813,034	862	0.13%	66	1.59%
06/23/17	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	8,125,000	8,173,493	8,161,238	(12,255)	0.22%	74	3.41%
06/26/19	Target Corporation	87612EAZ9	2.900	01/15/22	01/15/22	1,300,000	1,329,214	1,306,877	(22,337)	0.39%	76	0.55%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	1,500,000	1,521,795	1,511,505	(10,290)	0.36%	92	0.63%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	2,450,000	2,386,645	2,458,624	71,979	0.12%	92	1.03%
08/06/18	PacifiCorp	695114CP1	2.950	02/01/22	02/01/22	1,000,000	991,823	1,000,000	8,177	2.93%	93	0.42%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	1,225,000	1,199,000	1,230,194	31,194	0.88%	104	0.51%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	1,300,000	1,309,135	1,308,463	(672)	0.34%	107	0.55%
09/25/20	American Express Credit Corp	0258M0EG0	2.700	03/03/22	03/03/22	1,300,000	1,341,041	1,307,917	(33,124)	0.99%	123	0.55%
09/28/17	FHLM	313378CR0	2.250	03/11/22	03/11/22	4,000,000	4,059,140	4,031,560	(27,580)	0.10%	131	1.69%
04/17/17	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	1,500,000	1,523,109	1,511,820	(11,289)	0.87%	152	0.63%
05/18/17	Federal National Mortgage Association	3135G0T45	1.875	04/05/22	04/05/22	8,300,000	8,166,654	8,363,827	197,173	0.11%	156	3.50%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	9,475,000	9,301,015	9,559,707	258,692	0.10%	181	4.00%
05/06/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	1,250,000	1,241,250	1,261,225	19,975	0.61%	192	0.53%
10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	1,200,000	1,214,701	1,213,560	(1,141)	0.80%	213	0.51%
09/25/17	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	1,500,000	1,503,869	1,518,480	14,611	0.35%	218	0.64%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	1,200,000	1,210,416	1,219,980	9,564	0.34%	227	0.51%
08/01/17	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	9,850,000	9,706,887	9,989,279	282,392	0.13%	273	4.18%
11/01/19	Procter & Gamble Company	742718EU9	2.150	08/11/22	08/11/22	1,275,000	1,290,912	1,293,398	2,486	0.30%	284	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	1,218,096	6,714	1.24%	305	0.51%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	1,500,000	1,460,768	1,521,870	61,102	0.45%	312	0.64%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	1,500,000	1,448,385	1,518,720	70,335	0.97%	319	0.64%
09/25/17	National Rural Utilities Coop	63743HEQ1	2.300	09/15/22	09/15/22	1,000,000	995,980	1,014,820	18,840	0.60%	319	0.42%
10/03/17	Treasury Note	912828W9	1.875	09/30/22	09/30/22	9,125,000	9,098,667	9,268,993	170,326	0.16%	334	3.88%
09/12/19	FNMA	3135G0T78	2.000	10/05/22	10/05/22	4,500,000	4,543,965	4,575,240	31,275	0.21%	339	1.91%
07/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	2,050,000	2,049,573	2,118,122	68,549	0.52%	437	0.89%
09/26/19	Federal National Mortgage Association	3135G0T94	2.375	01/19/23	01/19/23	4,800,000	4,919,052	4,924,464	5,412	0.25%	445	2.06%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	2,050,000	2,077,890	2,117,937	40,047	5.01%	451	0.89%
10/31/19	Treasury Note	9128283U2	2.375	01/31/23	01/31/23	4,200,000	4,309,594	4,310,754	1,160	0.29%	457	1.80%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	1,365,000	1,371,071	1,396,873	25,802	0.93%	472	0.58%
10/02/19	Pepsico Inc	713448CG1	2.750	03/01/23	03/01/23	1,300,000	1,344,486	1,339,403	(5,083)	0.48%	486	0.56%
12/03/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	6,850,000	7,104,980	7,095,367	(9,613)	0.38%	546	2.97%

Burbank-Glendale-Pasadena Airport Authority - Operating Account													
Statement of Investments													
As of 10/31/21													
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	
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	05/15/23	1,500,000	1,572,790	1,539,750	(33,040)	0.89%	561	0.64%	
06/06/19	Public Service Electric And Gas	744560BC9	2.375	05/15/23	05/15/23	1,125,000	1,125,878	1,151,314	25,436	0.85%	561	0.48%	
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	1,250,000	1,234,086	1,286,100	52,014	0.91%	578	0.54%	
05/05/20	Federal Home Loan Mortgage Corp	3137EAEN5	2.750	06/19/23	06/19/23	6,250,000	6,718,056	6,487,250	(230,806)	0.42%	596	2.71%	
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	5,050,000	5,296,103	5,272,806	(23,297)	0.50%	681	2.21%	
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	6,775,000	7,065,870	7,082,788	16,918	0.50%	699	2.96%	
03/16/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	3,200,000	3,479,090	3,355,008	(124,082)	0.54%	760	1.40%	
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	2,000,000	2,074,053	2,120,140	46,087	0.96%	814	0.89%	
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	1,400,000	1,521,590	1,486,198	(35,392)	0.90%	834	0.62%	
04/10/21	Mellife Inc	59156RBH0	3.600	04/10/24	04/10/24	1,600,000	1,739,884	1,705,840	(34,044)	0.86%	892	0.71%	
06/22/20	Comcast Corporation	2003NCRO	3.700	04/15/24	04/15/24	1,600,000	1,768,099	1,706,480	(61,619)	0.96%	897	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	1,698,432	(34,007)	0.95%	927	0.71%	
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	1,475,000	1,593,144	1,552,246	(40,898)	0.96%	999	0.65%	
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	1,500,000	1,543,546	1,558,665	15,119	0.88%	1019	0.65%	
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	13,000,000	13,567,227	13,419,510	(147,717)	0.73%	1035	5.61%	
05/20/21	United Parcel Service INC	911312BT2	2.200	09/01/24	09/01/24	1,471,000	1,542,175	1,524,897	(17,278)	0.89%	1036	0.64%	
02/12/21	PNC Bank NA	69353REF1	3.300	10/30/24	10/30/24	1,475,000	1,614,555	1,575,580	(38,975)	0.99%	1095	0.66%	
06/25/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	1,350,000	1,421,717	1,392,161	(29,556)	1.03%	1141	0.58%	
08/05/20	FHLB	3130A4CH3	2.050	12/15/24	12/15/24	250,000	273,060	262,078	(10,982)	0.09%	1141	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	1,545,645	(16,135)	1.09%	1178	0.65%	
10/01/20	FHLMC Reference Note	3137EAEP0	1.500	02/12/25	02/12/25	500,000	524,867	510,505	(14,362)	0.85%	1200	0.21%	
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	1,650,000	1,767,200	1,729,959	(37,241)	1.23%	1222	0.72%	
08/05/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	1,650,000	1,822,605	1,759,742	(62,863)	1.14%	1231	0.74%	
05/12/20	Intel Corp	458140BP4	3.400	03/25/25	03/25/25	1,000,000	1,106,180	1,071,660	(34,520)	1.24%	1241	0.45%	
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	2,300,000	2,287,242	2,269,985	(17,257)	0.89%	1247	0.95%	
05/05/20	Florida Power & Light Company	341081FZ5	2.850	04/01/25	04/01/25	1,000,000	1,086,930	1,052,380	(34,550)	1.28%	1248	0.44%	
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	250,000	274,895	266,188	(8,707)	1.31%	1248	0.11%	
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	7,000,000	7,032,433	6,906,060	(126,373)	0.89%	1261	2.89%	
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	1,150,000	1,266,046	1,236,756	(29,290)	1.31%	1292	0.52%	
08/05/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	9,000,000	8,958,042	8,768,700	(189,342)	0.96%	1338	3.67%	
11/19/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	400,000	452,247	434,080	(18,167)	1.36%	1367	0.18%	
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	1,500,000	1,705,082	1,630,755	(74,327)	1.20%	1387	0.68%	
09/25/20	FNMA Benchmark Note	3135G05X7	0.375	08/25/25	08/25/25	3,500,000	3,493,349	3,420,550	(72,799)	0.98%	1394	1.43%	
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	5,000,000	4,998,149	4,895,650	(102,499)	1.03%	1468	2.05%	
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	1,225,000	1,355,964	1,333,805	(22,159)	1.37%	1537	0.56%	

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Investments**  
**As of 10/31/21**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	1,725,000	1,750,366	1,737,713	(12,653)	1.33%	1591	0.73%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,761	1,030,910	(20,851)	1.22%	1776	0.43%
		Subtotal				\$215,933,417	\$220,059,955	\$220,007,042	\$ (52,913)	0.005865	595.0155	92.02%
	Local Agency Investment Fund (LAIF)					19,092,153	19,092,153	19,089,741	(2,412)	0.20%	335	7.98%
		Subtotal				\$235,025,570	\$239,152,108	\$239,096,783	\$ (55,325)	0.56%	574	100.00%
	Operating Bank Balance						9,156,880					
		TOTAL					\$248,308,988					

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Purchases - Maturities - Sales**  
**As of 10/31/21**

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Burbank-Glendale-Pasadena Airport Authority - Operating Account										
Earnings Report										
10/01/21-10/31/21										
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	1.875	11/29/21	95,312.50	-	-	118,750.00	23,437.50	6,759.08	30,196.58	
Pfizer Inc	2.200	12/15/21	9,716.67	-	-	12,466.67	2,750.00	24.05	2,774.05	
FNMA Benchmark Note	2.000	01/05/22	18,155.56	-	-	24,488.89	6,333.33	(371.28)	5,962.05	
FHLMC	2.375	01/13/22	41,809.90	-	-	57,890.63	16,080.73	(100.00)	15,980.73	
Target Corporation	2.900	01/15/22	7,958.89	-	-	11,100.56	3,141.67	(1,010.98)	2,130.69	
Berkshire Hathaway Finance Corp	3.400	01/31/22	8,641.67	-	-	12,891.67	4,250.00	(523.87)	3,726.13	
Treasury Note	1.500	01/31/22	6,191.58	-	-	9,287.36	3,095.78	1,416.22	4,512.00	
PacifiCorp	2.950	02/01/22	4,916.67	-	-	7,375.00	2,458.33	143.72	2,602.05	
Microsoft Corporation	2.375	02/12/22	3,959.98	-	-	6,384.46	2,424.48	692.84	3,117.32	
Walt Disney Co	2.550	02/15/22	4,235.83	-	-	6,998.33	2,762.50	(185.73)	2,576.77	
American Express Credit Corp	2.700	03/03/22	2,730.00	-	-	5,655.00	2,925.00	(2,219.12)	705.88	
FHLB	2.250	03/11/22	5,000.00	-	-	12,500.00	7,500.00	(1,107.38)	6,392.62	
BB&T Corp	2.750	04/01/22	-	-	-	3,437.50	3,437.50	(743.74)	2,693.76	
Federal National Mortgage Association	1.875	04/05/22	76,083.33	77,812.50	-	11,239.58	12,968.75	3,655.44	16,624.19	
Treasury Note	1.875	04/30/22	74,345.28	88,828.13	-	490.76	14,973.61	5,107.46	20,081.07	
Apple Inc	2.300	05/11/22	11,180.56	-	-	13,576.39	2,395.83	250.16	2,645.99	
Home Depot Inc	2.625	06/01/22	10,500.00	-	-	13,125.00	2,625.00	(299.21)	2,325.79	
Caterpillar Financial Services	2.400	06/06/22	11,500.00	-	-	14,500.00	3,000.00	(263.48)	2,736.52	
Cisco Systems Inc	3.000	06/15/22	10,600.00	-	-	13,600.00	3,000.00	(261.49)	2,738.51	
Treasury Note	2.000	07/31/22	33,190.22	-	-	49,785.33	16,595.11	3,767.73	20,362.84	
Procter & Gamble Company	2.150	08/11/22	3,807.29	-	-	6,091.67	2,284.38	(479.28)	1,805.10	
Burlington Northern Santa Fe LLC	3.050	09/01/22	3,050.00	-	-	6,100.00	3,050.00	(274.41)	2,775.59	
John Deere Capital Corp	2.150	09/08/22	2,060.42	-	-	4,747.92	2,687.50	811.87	3,499.37	
Merck & Co Inc	2.400	09/15/22	1,600.00	-	-	4,600.00	3,000.00	716.93	3,716.93	
National Rural Utilities Coop	2.300	09/15/22	1,022.22	-	-	2,938.89	1,916.67	68.69	1,985.36	
Treasury Note	1.875	09/30/22	470.04	-	-	15,041.21	14,571.17	497.49	15,068.66	
FNMA	2.000	10/05/22	44,000.00	45,000.00	-	6,500.00	7,500.00	(1,196.87)	6,303.13	
Bank of America Corp	3.300	01/11/23	15,033.33	-	-	20,670.83	5,637.50	(527.51)	5,109.99	
Federal National Mortgage Association	2.375	01/19/23	22,800.00	-	-	32,300.00	9,500.00	(3,063.13)	6,436.87	
JP Morgan Chase & CO	3.200	01/25/23	12,026.67	-	-	17,493.33	5,466.66	(945.43)	4,521.23	
Treasury Note	2.375	01/31/23	16,805.71	-	-	25,208.56	8,402.85	(2,862.18)	5,540.67	
Unitedhealth Group Inc	2.750	02/15/23	4,796.46	-	-	7,924.58	3,128.12	(169.14)	2,958.98	
Pepsico Inc	2.750	03/01/23	2,979.17	-	-	5,958.33	2,979.16	(1,087.68)	1,891.48	
Treasury Note	2.750	04/30/23	78,830.84	94,187.50	-	520.37	15,877.03	(6,471.79)	9,405.24	



Burbank-Glendale-Pasadena Airport Authority - Operating Account Earnings Report 10/01/21-10/31/21											
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	14,875.00	-	-	18,156.25	3,281.25	(2,358.38)	922.87		
Public Service Electric And Gas	NOTE	05/15/23	10,093.75	-	-	12,320.31	2,226.56	(17.34)	2,209.22		
Simon Property Group LP	NOTE	06/01/23	11,458.33	-	-	14,322.92	2,864.59	286.83	3,151.42		
Federal Home Loan Mortgage Corp	NOTE	06/19/23	48,697.92	-	-	63,020.83	14,322.91	(12,503.73)	1,819.18		
FNMA	NOTE	09/12/23	7,662.67	-	-	19,761.63	12,098.96	(5,735.95)	6,363.01		
Treasury Note	NOTE	09/30/23	535.11	-	-	17,123.63	16,588.52	(6,212.31)	10,376.21		
Treasury Note	NOTE	11/30/23	30,918.03	-	-	38,710.38	7,792.35	(6,506.85)	1,285.50		
Citibank NA	NOTE	01/23/24	13,788.89	-	-	19,872.22	6,083.33	(1,686.95)	4,396.38		
IBM Corp	NOTE	02/12/24	6,907.64	-	-	11,136.81	4,229.17	(3,534.59)	694.58		
Mellife Inc	NOTE	04/10/24	27,360.00	28,800.00	-	3,360.00	4,800.00	(4,012.12)	787.88		
Comcast Corporation	NOTE	04/15/24	27,297.78	29,600.00	-	2,631.11	4,933.33	(3,795.76)	1,137.57		
Bank of New York Mellon Corp	NOTE	05/15/24	20,551.11	-	-	25,084.44	4,533.33	(3,567.65)	965.68		
Bristol-Myers Squibb Co	NOTE	07/26/24	7,723.26	-	-	11,287.85	3,564.59	(2,641.95)	922.64		
Honeywell International Inc	NOTE	08/15/24	4,408.33	-	-	7,283.33	2,875.00	(822.38)	2,052.62		
Treasury Note	NOTE	08/31/24	20,873.62	-	-	41,747.24	20,873.62	(15,197.95)	5,675.67		
United Parcel Service INC	NOTE	09/01/24	2,696.83	-	-	5,393.67	2,696.84	(1,963.41)	733.43		
PNC Bank NA	NOTE	10/30/24	20,416.46	24,337.50	-	135.21	4,056.25	(3,222.28)	833.97		
Wisconsin Electric Power Company	NOTE	12/15/24	8,148.75	-	-	10,455.00	2,306.25	(1,438.00)	868.25		
FHLB	NOTE	12/15/24	280.38	-	-	775.17	494.79	(417.25)	77.54		
US Bank NACincinnati OH	NOTE	01/21/25	5,979.17	-	-	8,541.67	2,562.50	(1,362.00)	1,200.50		
FHLMC Reference Note	NOTE	02/12/25	1,020.83	-	-	1,645.83	625.00	(477.20)	147.80		
Exxon Mobil Corp	NOTE	03/06/25	3,104.06	-	-	6,828.94	3,724.88	(2,412.98)	1,311.90		
Ace InA Holdings Inc	NOTE	03/15/25	2,310.00	-	-	6,641.25	4,331.25	(3,295.20)	1,036.05		
Intel Corp	NOTE	03/25/25	566.67	-	-	3,400.00	2,833.33	(1,810.58)	1,022.75		
Treasury Note	NOTE	03/31/25	31.59	-	-	1,010.99	979.40	309.70	1,289.10		
Florida Power & Light Company	NOTE	04/01/25	-	-	-	2,375.00	2,375.00	(1,471.36)	903.64		
General Dynamics Corporation	NOTE	04/01/25	-	17,500.00	-	677.08	677.08	(502.51)	174.57		
Federal Home Loan Banks	NOTE	04/14/25	16,236.11	-	-	1,652.78	2,916.67	(603.36)	2,313.31		
General Dynamics Corporation	NOTE	05/15/25	15,205.56	-	-	18,559.72	3,354.16	(2,411.14)	943.02		
Treasury Note	NOTE	06/30/25	5,686.14	-	-	7,581.52	1,895.38	775.64	2,671.02		
Intel Corp	NOTE	07/29/25	2,548.89	-	-	3,782.22	1,233.33	(922.14)	311.19		
State Street Corporation	NOTE	08/18/25	6,360.42	-	-	10,797.92	4,437.50	(3,543.02)	894.48		
FNMA Benchmark Note	NOTE	08/25/25	1,312.50	-	-	2,406.25	1,093.75	112.90	1,206.65		
FNMA Benchmark Note	NOTE	11/07/25	10,000.00	-	-	12,083.33	2,083.33	31.02	2,114.35		
Lockheed Martin Corporation	NOTE	01/15/26	9,180.69	-	-	12,804.65	3,623.96	(2,405.97)	1,217.99		



Burbank-Glendale-Pasadena Airport Authority - Operating Account										
Earnings Report										
10/01/21-10/31/21										
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	1,509.38	-	-	3,665.63	2,156.25	(467.68)	1,688.57	
FHLB	NOTE 1.880	09/11/26	1,041.67	-	-	2,604.17	1,562.50	(864.12)	698.38	
	Subtotal		\$ 1,012,098.33	\$ 406,065.63	\$ -	\$ 991,275.77	\$ 385,243.07	\$ (96,920.04)	\$ 288,323.03	
CASH EQUIVALENTS										
Blackrock Liquidity Funds				8.53	-	-	8.53	-	8.53	
	Subtotal		\$ -	\$ 8.53	\$ -	\$ -	\$ 8.53	\$ -	\$ 8.53	
LAIF										
Local Agency Investment Fund			8,582.83	8,582.83	-	3,032.34	3,032.34	-	3,032.34	
	TOTAL		\$ 1,020,681.16	\$ 414,656.99	\$ -	\$ 994,308.11	\$ 388,283.94	\$ (96,920.04)	\$ 291,363.90	

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 10/31/21**

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
10/31/21	Blackrock Liquidity Funds	09248U718	0.000	10/31/21	10/31/21	\$ 541,181	\$ 541,181	\$ 541,181	\$ -	0.00%	0	1.12%
12/23/16	Federal Home Loan Banks	3130AABG2	1.875	11/29/21	11/29/21	1,525,000	1,497,278	1,527,181	29,903	0.16%	29	3.15%
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	12/15/21	360,000	359,305	360,850	1,545	0.35%	45	0.74%
03/27/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	1,150,000	1,152,401	1,153,945	1,544	0.13%	66	2.38%
09/25/18	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	1,775,000	1,757,610	1,782,917	25,307	0.22%	74	3.68%
06/26/19	Target Corporation	87612EABZ9	2.900	01/15/22	01/15/22	300,000	306,848	301,587	(5,261)	0.39%	76	0.62%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	360,000	366,983	362,761	(4,222)	0.36%	92	0.75%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	1,450,000	1,400,944	1,455,104	54,160	0.12%	92	3.00%
08/06/18	PacificCorp	695114CP1	2.950	02/01/22	02/01/22	250,000	249,340	250,000	660	2.93%	93	0.52%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	300,000	295,021	301,272	6,251	0.88%	104	0.62%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	300,000	300,881	301,953	1,072	0.34%	107	0.62%
11/19/20	American Express Credit Corp	0258M0EG0	2.700	03/03/22	03/03/22	275,000	282,835	276,675	(6,160)	0.99%	123	0.57%
07/09/19	FHLB	313378CR0	2.250	03/11/22	03/11/22	1,175,000	1,190,245	1,184,271	(5,974)	0.10%	131	2.44%
05/31/19	US Bancorp	91159HHC7	3.000	03/15/22	03/15/22	290,000	294,840	292,274	(2,566)	0.91%	135	0.60%
01/11/19	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	300,000	298,290	302,364	4,074	0.87%	152	0.62%
03/01/18	Federal National Mortgage Assoc	3135G0T45	1.875	04/05/22	04/05/22	1,050,000	1,033,101	1,058,075	24,974	0.10%	156	2.18%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	1,550,000	1,530,471	1,563,857	33,386	0.11%	181	3.23%
05/31/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	300,000	300,762	302,694	1,932	0.61%	192	0.62%
10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	300,000	303,523	303,390	(133)	0.80%	213	0.63%
11/08/18	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	300,000	292,337	303,696	11,359	0.35%	218	0.63%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	300,000	303,772	304,995	1,223	0.34%	227	0.63%
12/31/18	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	1,425,000	1,405,583	1,445,150	39,567	0.13%	273	2.98%
11/01/19	Procter & Gamble Company	742718EU9	2.150	08/11/22	08/11/22	300,000	303,998	304,329	331	0.30%	284	0.63%
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	09/01/22	275,000	277,996	279,147	1,151	1.24%	305	0.58%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	300,000	290,735	304,374	13,639	0.45%	312	0.63%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	350,000	343,117	354,368	11,251	0.97%	319	0.73%
01/11/19	Treasury Note	9128282W9	1.875	09/30/22	09/30/22	1,225,000	1,201,813	1,244,331	42,518	0.16%	334	2.57%
09/12/19	FNMA	3135G0T78	2.000	10/05/22	10/05/22	1,000,000	1,009,770	1,016,720	6,950	0.21%	339	2.10%
04/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	450,000	451,076	464,954	13,878	0.52%	437	0.96%
09/26/19	Federal National Mortgage Assoc	3135G0T94	2.375	01/19/23	01/19/23	1,750,000	1,791,413	1,795,378	3,965	0.25%	445	3.70%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	450,000	456,640	464,913	8,273	0.51%	451	0.96%
08/22/19	Treasury Note	9128283U2	2.375	01/31/23	01/31/23	1,675,000	1,718,542	1,719,170	628	0.29%	457	3.55%

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 10/31/21**

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
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	325,000	326,091	332,589	6,498	0.93%	472	0.69%
10/02/19	Pepsico Inc.	713448CG1	2.750	03/01/23	03/01/23	300,000	310,179	309,093	(1,086)	0.48%	486	0.64%
11/19/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	1,900,000	1,969,049	1,968,058	(991)	0.38%	546	4.06%
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	05/15/23	300,000	314,644	307,950	(6,694)	0.89%	561	0.64%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	300,000	302,050	307,017	4,967	0.85%	561	0.63%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	300,000	298,333	308,664	10,331	0.91%	578	0.64%
02/19/20	FHLMC	3137EAE5	2.750	06/19/23	06/19/23	1,875,000	1,984,696	1,946,175	(38,521)	0.42%	596	4.01%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	1,400,000	1,464,189	1,461,768	(2,421)	0.50%	681	3.02%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	1,875,000	1,959,890	1,960,181	291	0.50%	699	4.04%
02/19/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	800,000	856,141	838,752	(17,389)	0.54%	760	1.73%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	300,000	307,317	318,021	10,704	0.96%	814	0.66%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	310,000	336,924	329,087	(7,837)	0.90%	834	0.68%
04/30/21	Treasury Note	91282CBM2	0.125	02/15/24	02/15/24	1,200,000	1,194,375	1,187,808	(6,567)	0.57%	837	2.45%
04/26/21	Mellife Inc	59156RBH0	3.600	04/10/24	04/10/24	350,000	380,854	373,153	(7,701)	0.86%	892	0.77%
09/25/20	Comcast Corporation	20030NCR0	3.700	04/15/24	04/15/24	355,000	391,401	378,625	(12,776)	0.96%	897	0.78%
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	350,000	379,467	371,532	(7,935)	0.95%	927	0.77%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	325,000	351,139	342,020	(9,119)	0.96%	999	0.71%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	325,000	332,088	337,711	5,623	0.88%	1019	0.70%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	1,600,000	1,669,813	1,651,632	(18,181)	0.73%	1035	3.41%
05/20/21	United Parcel Service	911312BT2	2.200	09/01/24	09/01/24	324,000	339,631	335,871	(3,760)	0.89%	1036	0.69%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	325,000	345,449	347,162	1,713	0.99%	1095	0.72%
09/24/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	300,000	317,209	309,369	(7,840)	1.03%	1141	0.64%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	365,000	389,715	382,688	(7,027)	0.16%	1222	0.79%
11/03/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	375,000	412,068	399,941	(12,127)	1.14%	1231	0.83%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	1,600,000	1,591,125	1,579,120	(12,005)	0.89%	1247	3.26%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	50,000	54,979	53,238	(1,741)	1.31%	1248	0.11%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	1,450,000	1,453,984	1,430,541	(23,443)	0.89%	1261	2.95%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	265,000	291,741	284,992	(6,749)	1.31%	1292	0.59%
11/17/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	500,000	497,395	487,150	(10,245)	0.96%	1338	1.00%
09/25/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	325,000	368,501	352,690	(15,811)	1.36%	1367	0.73%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	365,000	414,692	396,817	(17,875)	1.20%	1387	0.82%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	2,500,000	2,499,074	2,447,825	(51,249)	1.03%	1468	5.05%

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

**Statement of Investments**

As of 10/31/21

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
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	300,000	332,072	326,646	(5,426)	1.37%	1537	0.67%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	375,000	380,388	377,764	(2,624)	1.33%	1591	0.78%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	300,000	315,527	309,273	(6,254)	1.22%	1776	0.64%
	<b>Subtotal</b>					<b>\$ 47,560,181</b>	<b>\$ 48,440,841</b>	<b>\$ 48,474,799</b>	<b>\$ 33,958</b>	<b>0.54%</b>	<b>603</b>	<b>100.00%</b>
	PFC Bank Balance						5,936,443					
	<b>TOTAL</b>						<b>\$ 54,377,284</b>					

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Purchases - Maturities - Sales**  
**As of 10/31/21**

[illegible]

Burbank-Glendale-Pasadena Airport Authority - PFC Account Earnings Report 10/01/21-10/31/21										
Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrft For Period	Adjusted Total Int. Earned
<b>FIXED INCOME</b>										
Federal Home Loan Banks	NOTE	1.875	11/29/21	9,690.10	-	-	12,072.92	2,382.82	740.22	3,123.04
Pfizer Inc	NOTE	2.200	12/15/21	2,332.00	-	-	2,992.00	660.00	13.63	673.63
FNMA Benchmark Note	NOTE	2.000	01/05/22	5,494.44	-	-	7,411.11	1,916.67	(75.18)	1,841.49
FHLMC	NOTE	2.375	01/13/22	9,133.85	-	-	12,646.88	3,513.03	537.11	4,050.14
Target Corporation	NOTE	2.900	01/15/22	1,836.67	-	-	2,561.67	725.00	(233.89)	491.11
Berkshire Hathaway Finance Corp	NOTE	3.400	01/31/22	2,074.00	-	-	3,094.00	1,020.00	(211.65)	808.35
Treasury Note	NOTE	1.500	01/31/22	3,664.40	-	-	5,496.60	1,832.20	1,245.24	3,077.44
PacificCorp	NOTE	2.950	02/01/22	1,229.17	-	-	1,843.75	614.58	8.45	623.03
Microsoft Corporation	NOTE	2.375	02/12/22	969.79	-	-	1,563.54	593.75	128.04	721.79
Walt Disney Co	NOTE	2.550	02/15/22	977.50	-	-	1,615.00	637.50	(20.16)	617.34
American Express Credit Corp	NOTE	2.700	03/03/22	577.50	-	-	1,196.25	618.75	(477.21)	141.54
FHLB	NOTE	2.250	03/11/22	1,468.75	-	-	3,671.88	2,203.13	(506.57)	1,696.56
US Bancorp	NOTE	3.000	03/15/22	386.67	-	-	1,111.67	725.00	(141.10)	583.90
BB&T Corp	NOTE	2.750	04/01/22	-	-	-	687.50	687.50	48.15	735.65
Federal National Mortgage Assoc	NOTE	1.875	04/05/22	9,625.00	9,843.75	-	1,421.88	1,640.63	400.31	2,040.94
Treasury Note	NOTE	1.875	04/30/22	12,162.02	14,531.26	-	80.28	2,449.52	568.45	3,017.97
Apple Inc	NOTE	2.300	05/11/22	2,683.33	-	-	3,258.33	575.00	(22.77)	552.23
Home Depot Inc	NOTE	2.625	06/01/22	2,625.00	-	-	3,281.25	656.25	(75.04)	581.21
Caterpillar Financial Services	NOTE	2.400	06/06/22	2,300.00	-	-	2,900.00	600.00	195.72	795.72
Cisco Systems Inc	NOTE	3.000	06/15/22	2,650.00	-	-	3,400.00	750.00	(107.48)	642.52
Treasury Note	NOTE	2.000	07/13/22	4,801.63	-	-	7,202.45	2,400.82	503.59	2,904.41
Procter & Gamble Company	NOTE	2.150	08/11/22	895.83	-	-	1,433.33	537.50	(125.06)	412.44
Burlington Northern Santa Fe LLC	NOTE	3.050	09/01/22	698.96	-	-	1,397.92	698.96	(71.07)	627.89
John Deere Capital Corp	NOTE	2.150	09/08/22	412.08	-	-	949.58	537.50	226.24	763.74
Merck & Co Inc	NOTE	2.400	09/15/22	373.33	-	-	1,073.33	700.00	84.79	784.79
Treasury Note	NOTE	1.875	09/30/22	63.10	-	-	2,019.23	1,956.13	568.37	2,524.50
FNMA	NOTE	2.000	10/05/22	9,777.78	10,000.00	-	1,444.44	1,666.66	(285.97)	1,400.69
Bank of America Corp	NOTE	3.300	01/11/23	3,300.00	-	-	4,537.50	1,237.50	(128.55)	1,108.95
Federal National Mortgage Assoc	NOTE	2.375	01/19/23	8,312.50	-	-	11,776.04	3,463.54	(1,066.94)	2,396.60
JP Morgan Chase & CO	NOTE	3.200	01/25/23	2,640.00	-	-	3,840.00	1,200.00	(191.80)	1,008.20
Treasury Note	NOTE	2.375	01/31/23	6,702.28	-	-	10,053.41	3,351.13	(1,131.55)	2,219.58
Unitedhealth Group Inc	NOTE	2.750	02/15/23	1,142.01	-	-	1,886.81	744.80	(28.29)	716.51
Pepsico Inc.	NOTE	2.750	03/01/23	687.50	-	-	1,375.00	687.50	(249.16)	438.34

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Earnings Report**  
**10/01/21-10/31/21**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrft For Period	Adjusted Total Int. Earned
Treasury Note	NOTE	2.750	04/30/23	21,865.49	26,125.00	-	144.34	4,403.85	(1,746.43)	2,657.42
Loews Corporation	NOTE	2.625	05/15/23	2,975.00	-	-	3,631.25	656.25	(469.63)	186.62
Public Service Electric And Gas	NOTE	2.375	05/15/23	2,691.67	-	-	3,285.42	593.75	(60.22)	533.53
Simon Property Group LP	NOTE	2.750	06/01/23	2,750.00	-	-	3,437.50	687.50	24.74	712.24
FHLMC	NOTE	2.750	06/19/23	14,609.38	-	-	18,906.25	4,296.87	(2,796.51)	1,500.36
FNMA	NOTE	2.875	09/12/23	2,124.31	-	-	5,478.47	3,354.16	(1,469.98)	1,884.18
Treasury Note	NOTE	2.875	09/30/23	148.09	-	-	4,739.01	4,590.92	(1,818.51)	2,772.41
Treasury Note	NOTE	2.875	11/30/23	7,729.51	-	-	9,677.60	1,948.09	(1,277.00)	671.09
Citibank NA	NOTE	3.650	01/23/24	2,068.33	-	-	2,980.83	912.50	(123.62)	788.88
IBM Corp	NOTE	3.625	02/12/24	1,529.55	-	-	2,466.01	936.46	(782.66)	153.80
Treasury Note	NOTE	0.125	02/15/24	191.58	-	-	317.93	126.35	171.29	297.64
Mellife Inc	NOTE	3.600	04/10/24	5,985.00	6,300.00	-	736.00	1,050.00	(877.61)	172.39
Comcast Corporation	NOTE	3.700	04/15/24	6,056.69	6,567.50	-	583.78	1,094.59	(879.31)	215.28
Bank of New York Mellon Corp	NOTE	3.400	05/15/24	4,495.56	-	-	5,487.22	991.66	(783.48)	208.18
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	1,701.74	-	-	2,487.15	785.41	(583.79)	201.62
Honeywell International Inc	NOTE	2.300	08/15/24	955.14	-	-	1,578.06	622.92	(131.01)	491.91
Treasury Note	NOTE	1.875	08/31/24	2,569.06	-	-	5,138.12	2,569.06	(1,870.52)	698.54
United Parcel Service	NOTE	2.200	09/01/24	594.00	-	-	1,188.00	594.00	(432.34)	161.66
PNC Funding Corp	NOTE	3.300	10/30/24	4,498.54	5,362.50	-	29.79	893.75	(359.06)	534.69
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	1,810.83	-	-	2,323.33	512.50	(344.86)	167.64
Exxon Mobil Corp	NOTE	2.709	03/06/25	686.66	-	-	1,510.64	823.98	(517.43)	306.55
Ace InA Holdings Inc	NOTE	3.150	03/15/25	525.00	-	-	1,509.38	984.38	(724.39)	259.99
Treasury Note	NOTE	0.050	03/31/25	21.98	-	-	703.30	681.32	215.45	896.77
General Dynamics Corporation	NOTE	3.250	04/01/25	-	-	-	135.42	135.42	(100.50)	34.92
Federal Home Loan Banks	NOTE	0.500	04/14/25	3,363.19	3,625.00	-	342.36	604.17	(74.30)	529.87
General Dynamics Corporation	NOTE	3.500	05/15/25	3,503.89	-	-	4,276.81	772.92	(555.61)	217.31
Treasury Note	NOTE	0.250	06/30/25	315.90	-	-	421.20	105.30	48.84	154.14
Intel Corp	NOTE	3.700	07/29/25	2,070.97	-	-	3,073.06	1,002.09	(750.57)	251.52
State Street Corporation	NOTE	3.550	08/18/25	1,547.70	-	-	2,627.49	1,079.79	(858.63)	221.16
FNMA Benchmark Note	NOTE	0.500	11/07/25	5,000.00	-	-	6,041.67	1,041.67	15.51	1,057.18
Lockheed Martin Corporation	NOTE	3.550	01/15/26	2,248.33	-	-	3,135.83	887.50	(589.22)	298.28
Prudential Financial Inc	NOTE	1.500	03/10/26	328.13	-	-	796.88	468.75	(99.24)	369.51
FHLB	NOTE	1.880	09/11/26	312.50	-	-	781.25	468.75	(259.24)	209.51
<b>Subtotal</b>				<b>\$ 218,960.91</b>	<b>\$ 82,355.01</b>	<b>\$ -</b>	<b>\$ 221,265.90</b>	<b>\$ 84,660.00</b>	<b>\$ (20,720.97)</b>	<b>\$ 63,939.03</b>

Burbank-Glendale-Pasadena Airport Authority - PFC Account Earnings Report 10/01/21-10/31/21										
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
CASH EQUIVALENTS										
Blackrock Liquidity Funds										
				-	2.88	-	-	2.88	-	2.88
	Subtotal			\$ -	\$ 2.88	\$ -	\$ -	\$ 2.88	\$ -	\$ 2.88
	TOTAL			\$ 218,960.91	\$ 82,357.89	\$ -	\$ 221,265.90	\$ 84,662.88	\$ (20,720.97)	\$ 63,941.91



**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**  
**MONTH AND FOUR MONTHS ENDED OCTOBER 31, 2021 & 2020**

Monthly Performance						October 2021						Fiscal YTD Performance (July 2021 - October 2021)							
A		B		C		D		E		F		G		H		I		J	
Actual \$		Budget		Actual \$		Prior Year		Variance		Fiscal YTD		Fiscal YTD Budget		Actual \$		Prior Year		Variance	
Oct 2021		Oct 2021		Oct 2020		Oct 2020		Actual Vs. Budget		Fiscal YTD		YTD Budget		Fiscal YTD		Fiscal YTD		Actual Vs. Budget	
OPERATING ACTIVITY																			
CASH RECEIPTS FROM OPERATIONS																			
1	\$349,596	\$254,922	\$220,733	(2)	\$94,674	Landing/Fuel Fees				\$1,337,257	\$935,922	\$1,195,594	(2)	\$401,335					
2	2,021,295	885,992	660,829	(3)	1,135,303	Parking Fees				8,249,687	2,865,992	2,292,383	(3)	5,383,695					
3	1,023,369	563,420	710,142	(4)	459,949	Rental Receipts - Terminal Building				5,125,769	2,082,540	2,500,390	(4)	3,043,229					
4	1,365,908	1,157,125	1,180,453	(5)	208,783	Rental Receipts - Other Buildings				4,922,967	4,628,505	4,683,096	(5)	294,462					
5	208,273	79,217	71,589	(6)	129,056	Ground Transportation				737,154	262,217	265,120	(6)	474,937					
6	167,081	5,000	7,851	(7)	162,081	Other Receipts				366,254	20,000	90,021	(7)	346,254					
7	414,657	199,333	466,260	(8)	215,324	Investment Receipts - Treasurer/Other Interest Earned				1,846,210	820,333	1,632,166	(8)	1,025,877					
8	\$5,550,179	\$3,145,009	\$3,317,857	(1)	\$2,405,170					\$22,585,298	\$11,615,509	\$12,658,770	(1)	\$10,969,789					
CASH DISBURSEMENTS FROM OPERATIONS																			
9	(\$121,683)	(\$124,242)	(\$131,188)	(10)	\$2,559	Administrative Supplies & Costs				(\$337,164)	(\$430,967)	(\$366,275)	(10)	\$93,803					
10	(317,378)	(319,175)	(263,899)	(11)	1,797	Operating Supplies & Maintenance				(1,188,596)	(1,231,700)	(1,127,304)	(11)	43,104					
11	(2,390,944)	(2,405,775)	(2,077,788)	(12)	14,831	Contractual Operating Costs				(9,223,968)	(9,377,100)	(8,408,185)	(12)	153,132					
12	(289,520)	(293,916)	(298,966)	(13)	4,396	Contractual Professional Services				(2,670,566)	(2,793,246)	(2,675,084)	(13)	122,680					
13	(568,612)	(569,842)	(433,079)	(14)	1,230	Wages & Benefits				(2,127,215)	(2,264,367)	(2,107,936)	(14)	137,152					
14	(109,339)	(117,255)	(40,986)	(15)	7,916	Other Operating Costs				(199,431)	(319,018)	(72,617)	(15)	119,587					
15	(380,125)	(380,125)	(380,354)		0	Bond Debt Service - 2015 Bonds				(1,520,500)	(1,520,500)	(1,521,416)		0					
16	(645,929)	(267,322)	(173,488)	(16)	(378,607)	Parking Tax				(1,039,611)	(479,465)	(254,925)	(16)	(560,146)					
17	(\$4,823,530)	(\$4,477,652)	(\$3,799,748)	(9)	(\$345,878)					(\$18,307,051)	(\$18,416,363)	(\$16,533,742)	(9)	\$109,312					
18	\$726,649	(\$1,332,643)	(\$481,891)		\$2,059,292	INCREASE (DECREASE) IN CASH FROM OPERATIONS				\$4,278,247	(\$6,800,854)	(\$3,874,972)		\$11,079,101					
FACILITY IMPROVEMENT TRANSACTIONS																			
CASH DISBURSEMENTS																			
19	(\$180)	\$0	(\$168)	(17)	(\$180)	Sound Insulation Program Costs				(\$697)	\$0	(\$642)	(17)	(\$697)					
20	(126,756)	(445,875)	(46,616)	(18)	319,119	Other Facility Improvement Program Project Costs				(340,577)	(2,074,750)	(394,948)	(18)	1,734,173					
21	(5,265)	(22,917)	(25,053)	(19)	17,652	Replacement Passenger Terminal Project Costs				(419,847)	(91,667)	(299,013)	(19)	(328,180)					
22	(\$132,201)	(\$468,792)	(\$71,837)		\$336,591					(\$761,121)	(\$2,166,417)	(\$694,603)		\$1,405,296					
CASH RECEIPTS FROM FUNDING SOURCES																			
23	\$0	\$0	\$0	(17)	\$0	FAA Grants - Sound Insulation Program				\$0	\$0	\$0	(17)	\$0					
24	0	0	0	(20)	0	FAA Grants - Facility Improvement Program				2,330,550	823,319	180,640	(20)	1,507,231					
25	0	300,000	0	(21)	(300,000)	Passenger Facility Charge Receipts/Reserves				72,037	581,887	1,205,834	(21)	(509,850)					
26	\$0	\$300,000	\$0		(\$300,000)					\$2,402,587	\$1,405,206	\$1,386,474		\$997,381					
27	(\$132,201)	(\$168,792)	(\$71,837)		\$36,591	INCREASE (DECREASE) - FACILITY / NOISE MITIGATION TRANSACTIONS				\$1,641,466	(\$761,211)	\$691,871		\$2,402,677					
FEDERAL RELIEF GRANT FUNDS																			
28	\$0	\$1,236,739	\$0	(22)	(\$1,236,739)	CARES Act, CRRSAA, and ARPA Grants				\$3,573,715	\$6,196,957	\$4,405,263	(22)	(\$2,623,242)					
29	\$0	\$1,236,739	\$0		(\$1,236,739)					\$3,573,715	\$6,196,957	\$4,405,263		(\$2,623,242)					
30	\$594,448	(\$264,696)	(\$553,728)		\$859,144	NET INCREASE (DECREASE) IN CASH - TOTAL				\$9,493,428	(\$1,365,108)	\$1,222,162		\$10,858,536					

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

## **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND FOUR MONTHS ENDED OCTOBER 31, 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 20.50% FYTD October when compared to pre-COVID levels. The FYTD October result was favorably above the blended budgeted assumption of a passenger reduction of 62.50% 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 October. On an accrual basis, operating revenues exceed the budget FYTD October by \$10,379,242. 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 FOUR MONTHS ENDED OCTOBER 31, 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 \$436,905 FYTD October.

**NOTE (3) – Parking Fees**

Parking fee revenues performed above the budget forecast. Accrual basis Parking Fees are \$5,475,539 ahead of budget FYTD October.

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

Terminal Building rental receipts exceed the budget FYTD October. Accrual basis Terminal Building rents exceed the budget by \$2,915,995 FYTD October.

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

Other Buildings rental receipts exceed the budget FYTD October partially due to the timing of receipts. Accrual basis Other Building rents are \$308,834 ahead of budget FYTD October 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 \$550,034 FYTD October.

**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 \$362,433 ahead of budget FYTD October.

**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 \$329,502 FYTD October.

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

Overall operating disbursements are favorably under budget FYTD October. 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 FOUR MONTHS ENDED OCTOBER 31, 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.

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

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

**NOTE (14) – Wages and Benefits**

Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the impact of the terms of the Memorandum of Understanding effective February 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 October 2021 remittance, in the amount of \$645,929, covers parking activity for the months of July, August and September 2021.

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

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

**NOTE (18) – Other Facility Improvement Program Projects**

Other Facility Improvement Program Projects costs on a cash basis are under budget FYTD October by \$1,734,173 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 October by \$328,180 primarily due to payments for FY 2021 accrued costs. The majority of the \$419,847 in cash expenditures FYTD October are related to the completion of the EIS (payments to RS&H - \$371,130, 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.

**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 Taxilane A Rehabilitation and the Runway 8 PAPI Relocation Project.

(Continued)

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

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

**MONTH AND FOUR MONTHS ENDED OCTOBER 31, 2021 & 2020**

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

FYTD October 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 FOUR MONTHS ENDED OCTOBER 31, 2021 & 2020**

Monthly Performance					October 2021					Fiscal YTD Performance (July 2021 - October 2021)				
A	B	C	D	E						F	G	H	I	J
Actual \$ Oct 2021	Budget Oct 2021	Actual \$ Prior Year Oct 2020	Note	Variance Actual Vs. Budget						Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
31	\$369,984	\$175,000	\$181,266 (1)	\$194,984	Customer Facility Charge Receipts					\$1,492,894	\$600,000	\$702,056 (1)		\$892,894
32	0	225,333	0 (2)	(225,333)	Federal Relief Grant Funds - 2012 Bond Debt Service					376,227	1,001,332	0 (2)		(625,105)
33	85,913	85,913	59,230 (3)	0	Facility Rent					343,653	343,653	327,510 (3)		0
34	(486,246)	(486,246)	(486,172)	0	Payments to Bond Trustee for 2012 Bond Debt Service					(1,944,985)	(1,944,985)	(1,944,687)		0
35	<u>(\$30,349)</u>	<u>\$0</u>	<u>(\$245,676) (4)</u>	<u>(\$30,349)</u>						<u>\$267,789</u>	<u>\$0</u>	<u>(\$915,121) (4)</u>		<u>\$267,789</u>

**General Comments**

The debt service on the 2012 Revenue Bonds and the repayment to the Authority of the loans to the Rent-A-Car Companies ("RACs") is payable from Customer Facility Charges ("CFCs") and Facility Rents. Under the terms of the Bond Indenture, as amended, all CFCs collected subsequent to July 1, 2014 are remitted to the Bond Trustee for the 2012 Bond debt service.

On July 1, 2014, the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the respective Rent-A-Car Companies became effective, including the collection of Facility Rent.

**Note (1) -- Customer Facility Charge ("CFC") Receipts**

CFCs of \$6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service.

**Note (2) -- Federal Relief Grant Funds**

FYTD October 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. Reimbursements are anticipated to continue to be received through future Federal Relief Grant drawdowns.

**Note (3) -- Facility Rent**

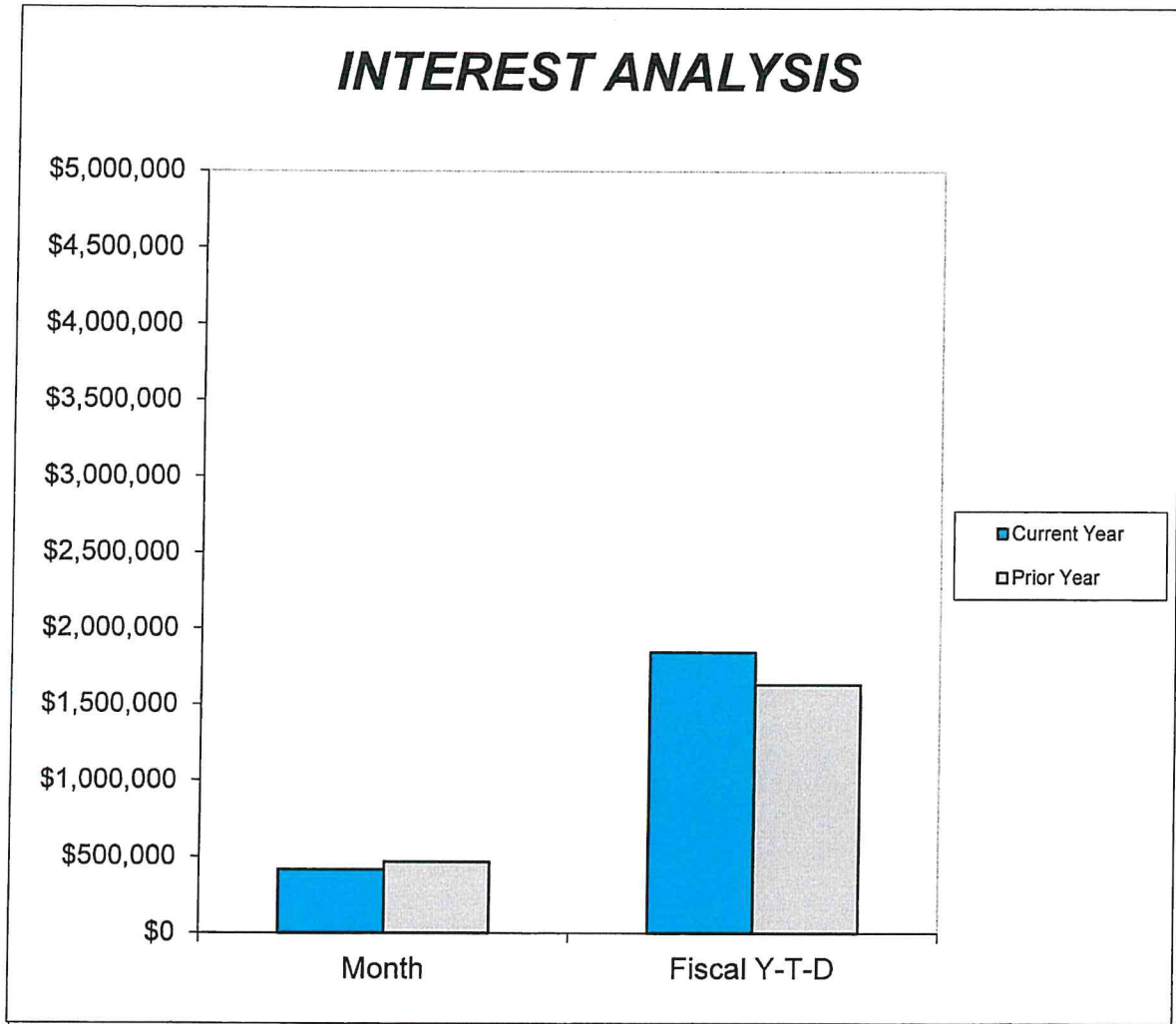
Facility Rent receipts are applied to the 2012 Bond debt service.

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

At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses under the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the Rent-A-Car Companies.

In the event of a shortfall of receipts to meet the required payment obligations (i.e., CFC collections perform under budget projections), the Authority holds the right to adjust the Facility Rent paid by the rental car companies on a 30-day notice.

## ***Burbank-Glendale-Pasadena Airport Authority***



	October 2021	October 2020
Interest Receipts - - Month	\$414,657	\$466,260
Interest Receipts - - Fiscal Y-T-D	\$1,846,210	\$1,632,166
Month End Portfolio Balance	\$248,308,988	\$230,140,845
Yield to Maturity	0.56%	0.34%

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 7, 2022**

**PROPOSED RESOLUTION NO. 493 ADOPTING  
THE 2022 AUTHORITY INVESTMENT POLICY**

Prepared by David Kwon  
Director, Financial Services

**SUMMARY**

Formerly mandated by State law and now currently recommended under Sections 53646(a)(2) and 53646(h) of the California Government Code (“Code”), the Commission annually reviews and approves an investment policy to identify policies and procedures for the prudent and systematic investment to be followed by the Authority Treasurer in the exercise of the investment authority delegated to him/her.

The Authority’s Investment Manager, Columbia Management Investment Advisors LLC (“CMIA”), has opined that the 2021 Authority Investment Policy, with overall investment criteria of capital preservation (safety) and liquidity, is still appropriate and conservative, and does not need revisions at this time. Staff concurs with the CMIA recommendation and seeks a Finance and Administration Committee recommendation to the Commission that it adopt the attached proposed Resolution approving the 2022 Investment Policy (Exhibit A), which reaffirms the current 2021 Investment Policy with no changes.

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

**DISCUSSION**

The Authority was previously required by Section 53646 of the Code to annually review and adopt an investment policy for its restricted and non-restricted cash portfolios. The Legislature amended this statute to make annual investment policy review optional for local agencies and to declare that no liability is incurred for failure to annually adopt an investment policy. However, the Legislature strongly recommends, and the Authority believes it is prudent to continue to annually review and adopt an investment policy. The Authority further requires that CMIA abide by that policy as it makes decisions regarding changes to the Authority’s investments. The Authority’s investment policy dictates the types and maximum allowable percentages of individual investment vehicles that are permitted to be invested in.

For local governments, including the Authority, State law (Code Section 53600 et seq.) sets forth the types of allowable investments, maximum maturities, maximum concentration of investments by type of investment and issuer, minimum ratings for certain types of investments, and how the investments may be held.

The Authority’s investment policy further limits all investments to be more restrictive than the Code. The restrictions in the Code and the additional limitations in the Authority’s investment



policy mitigate the Authority's interest rate risk, credit risk, concentration of credit risk, and custodial credit risk related to its various investments.

CMIA continues to diligently review and report on the Authority's investments in this challenging economic environment. The Authority has historically favored holding its investments until they mature. CMIA will continue to bring recommendations to the Finance and Administration Committee on individual investments and/or the policy as conditions warrant throughout the year.

#### RECOMMENDATION

At its special meeting on January 18, 2022, the Committee voted unanimously to recommend that the Commission approved the attached proposed Resolution No. 493 adopting the 2022 Authority Investment Policy.

**RESOLUTION NO. 493**

**A RESOLUTION OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION  
ADOPTING THE 2022 AUTHORITY INVESTMENT POLICY**

The Burbank-Glendale-Pasadena Airport Authority Commission finds, resolves and determines as follows:

**Section 1. Recitals.**

A. Government Code Section 53646 authorizes, but no longer requires, local agencies to review and approve an investment policy on an annual basis.

B. The Burbank-Glendale-Pasadena Airport Authority ("Authority") has a fiduciary responsibility to maximize the use of public funds entrusted to its care, manage those funds wisely and prudently, and protect those funds from financial catastrophes.

C. The objective and purpose of the Authority's investment program is to maintain a level of investment as near 100% as possible, with due consideration given to such factors as safety, liquidity, yield, and cash flow requirements.

D. The Commission desires to continue its existing policy to review and approve an investment policy on an annual basis.

E. The Commission desires to continue its existing investment policy with no changes.

**Section 2. 2022 Investment Policy.** The Commission hereby adopts the 2022 Investment Policy attached hereto as Exhibit A. Such policy supersedes all prior investment policies adopted by the Commission.

**Section 3. Effective Date.** This Resolution shall be effective upon adoption.

Adopted this \_\_\_\_ day of February, 2022.

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Paula Devine, President

Attest:

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Felicia Williams, Secretary

STATE OF CALIFORNIA            )  
  )ss.  
COUNTY OF LOS ANGELES       )

I, Frank R. Miller, do hereby certify that the foregoing resolution was duly and regularly adopted by the Commissioners of the Burbank-Glendale-Pasadena Airport Authority at its regular meeting held on the \_\_\_\_ of February 2022 by the following vote:

AYES:

NOES:

ABSENT:

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Frank R. Miller  
Assistant Secretary

# EXHIBIT A

## 2022 INVESTMENT POLICY

### BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

This document identifies policies and procedures for the prudent and systematic investment policy to be followed by the Burbank-Glendale-Pasadena Airport Authority Treasurer in the exercise of the investment authority delegated to him/her. All of these policies and procedures are within the statutory guidelines provided for in State law.

The Investment Policy must be renewed annually. The Treasurer must present it in draft form to the Finance and Administration Committee for its review and approval prior to presentation to the Authority for its approval.

#### INVESTMENT MANAGER

The Treasurer may utilize an Investment Manager in the investment management of the Authority's portfolio(s). The Investment Manager shall comply with the investment restrictions contained in Sections 53601, 53601.1, 53601.5 and 53601.6 of the California Government Code ("Government Code Provisions") and this Investment Policy. In the event the Investment Policy is more restrictive than the Government Code Provisions, the Investment Policy shall control. Further, the Investment Manager shall periodically, but no less than annually, advise the Treasurer and the Authority on recommended changes to the Investment Policy, including any required to bring the policy into compliance with the Government Code Provisions.

#### BASIC POLICY AND OBJECTIVES

Three fundamental criteria shall be followed in the investment program (all investments and deposits). In order of importance they are:

1. **SAFETY.** Investments shall be made in a manner that seeks to ensure the preservation of principal and interest. The Treasurer will evaluate, or have evaluated each investment, seeking quality in issuer and in the underlying security or collateral. He/she will also diversify the portfolio to reduce loss exposure. In the investment of idle cash, the prudent man rule shall be followed. This rule states in essence, that when investing property for the benefit of another, a trustee shall exercise the judgment and care, under the circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The Treasurer will remain within the policy maximums regarding asset allocation and maturity guidelines identified on Exhibit A-1.
2. **LIQUIDITY.** To the extent possible, investments will be made whose maturities are compatible with cash flow and will allow for easy and rapid conversion into cash without any loss of value. The Treasurer's monthly report to the Authority is to include a comparison of the actual portfolio to the policy maximums shown on Exhibit A-1.
3. **YIELD.** An acceptable rate of return on investments is desirable, but only after first considering safety of principal and liquidity.

## TYPES OF INVESTMENTS

1. U.S. Treasuries. These are investments in direct obligations of the U. S. Treasury.
2. U.S. Agencies. These are obligations of the Federal Home Loan Bank, Federal National Mortgage Association, Federal Farm Credit Bank, etc.
3. Time Deposits. Time deposits are to be placed in accordance with the California Government Code, in those banks and savings and loan associations which meet the requirements. Deposits must be either insured or secured by Government securities with a market value of at least 10% in excess of the total amount deposited or real estate mortgages with a value of at least 150% of the total amount deposited. The latest available quarterly financial statements will be evaluated to determine whether an institution meets all the capital levels required by the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), which are also required by the Investment Manager prior to placing deposits.
4. Local Agency Investment Funds. This is a pool of funds managed by the State Treasurer's Office and includes only investments that meet the legal requirements.
5. Bankers Acceptances. Only those bankers acceptances eligible for purchase by the Federal Reserve System meet eligibility requirements.
6. Commercial Paper. Only commercial paper of prime quality of the highest ranking or of the highest letter and numerical rating as provided by Moody's Investors Service or Standard and Poor's may be purchased (A-1/P-1). To be eligible for purchase, commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation. Purchases of commercial paper may not exceed 15% of each agency's surplus money which may be invested.
7. Repurchase Agreements. These are a purchase of securities (any of the investments authorized under the Government Code) pursuant to an agreement by which the seller will repurchase such securities on or before a specified date, or on demand of either party, and for a specified amount.
8. Money Market Funds. Funds will consist of U.S. Treasury securities only.
9. Corporate Medium Term Notes. The Corporate Notes must be issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States that are rated A or better by a nationally recognized rating service (Government Code Section 53601(j)). Purchase requires approval of the Authority Director of Financial Services and the Treasurer.
10. Negotiable Certificates of Deposit. These are negotiable investments evidencing a time deposit made with a bank at a fixed rate of interest for a fixed period of time. These investments are liquid and are traded in the market place. The long-term rating of the issuing institution must be A or higher.

In the event a security is downgraded below the minimum authorized rating, the Investment Manager will notify the Airport Authority of the downgrade with a recommendation on the disposition of the security. The Airport Authority will provide written instructions to the Investment Manager regarding the disposition of a security that is below the minimum acceptable rating.

## MATURITY LIMITATIONS

The Authority's weighted average maturity goal during any calendar year will be established based on the recommendations of the Investment Manager and may be reviewed and adjusted at any time based on the recommendations of the Investment Manager.

For purposes of this policy, the "A" category will include Standard & Poor's ratings of "A+", "A" and "A-"; Moody's Investor Services ratings of "A1", "A2" and "A3"; and Fitch Ratings of "A+", "A" and "A-".

## PURCHASE OF SECURITIES/DEPOSITS

Transactions shall be made with reputable banks and brokers who are experienced, knowledgeable and offer service. Before placing deposits, comparisons of at least three eligible financial institutions shall be obtained. The brokers approved by the Investment Manager (Columbia Management Investment Advisors LLC) will be utilized.

## PAYMENT FOR SECURITIES AND SAFEKEEPING

All securities purchased shall be delivered against payment (DVP), and held in safekeeping as evidenced by safekeeping receipts.

## PORTFOLIO DIVERSIFICATION

To maintain a diversified portfolio, a maximum percentage limitation has been set for each type of investment. If an investment percentage-of-portfolio limitation were to be exceeded due to an incident, such as fluctuation in portfolio size, the affected investments may be held to maturity to avoid losses or if no loss is indicated, the Treasurer may reconstruct the portfolio if in his/her judgment it appears prudent, taking into consideration the expected length of time to bring the portfolio back into balance.

## INVESTMENT RESOURCES

Information concerning investment opportunities and market developments will be gained by maintaining contact with the financial community and the media.

## CASH MANAGEMENT

Cash will be invested as close to 100% of collected funds as possible taking into consideration cash flow information given to the Treasurer.

## REPORTING REQUIREMENTS

The Treasurer shall annually submit to the Airport Authority a statement of investment policy.

The Treasurer shall submit a monthly report, that meets all Government Code requirements, to the Airport Authority showing the type of all investments, including any made and maturing between monthly reports, showing institution, date of maturity, amount of deposit or cost of security, current market value of all securities with a maturity of more than 12 months, rate of interest, statement relating the report to the Statement of Investment Policy, statement that there are sufficient funds to meet the next six months obligations, and such data as may be required by the Airport Authority.

### INTERNAL CONTROLS

A system of internal controls shall be established and documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the Government Agency.

**EXHIBIT A**  
**EXHIBIT A-1**  
**PORTFOLIO GUIDELINES**

<b>INVESTMENTS</b>	<b>MAXIMUM AMOUNT</b>	<b>MAXIMUM MATURITY</b>
U.S. Agency Securities	70%	5 YEARS
Corporate Term Notes	30% (note 1)	5 YEARS
Local Agency Investment Fund	\$20 MILLION	N/A
Bankers Acceptances	15% (note 1)	6 MONTHS
Non-Negotiable Certificates Of Deposit	15% (note 1)	5 YEARS
Negotiable Certificates Of Deposit	15% (note 1)	5 YEARS
Commercial Paper	15% (note 1)	9 MONTHS
Repurchase Agreements	10%	1 YEAR
Money Market Funds (note 2)	15%	N/A
U.S. Treasury Securities	NO LIMIT	5 YEARS

Footnotes: (1) Maximum amount of any one issuer is 5%.  
(2) U.S. Treasury obligations only.



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 7, 2022**

**AUTOMATED LICENSE PLATE RECOGNITION SYSTEM SERVICE AGREEMENT**

Presented by  
Edward B. Skvarna  
Chief of Police; Airport Police Department and  
Director, Public Safety

**SUMMARY**

At its special meeting on January 18, 2022, the Operations and Development Committee (“Committee”) voted unanimously (3–0) to recommend that the Commission award Flock Group, Inc. (“Flock”) a two-year Service Agreement (“Agreement”), copy attached, for an Automated License Plate Recognition System (“ALPRS”) 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.

**BACKGROUND**

In 2011, through a grant received from the Urban Areas Security Initiative program, the Authority acquired an ALPRS and installed cameras at strategic locations at the Airport. This system, an invaluable tool that supports the safety and security of the traveling public using the Airport, has reached the end of its useful life. After 10 years of constant service, the technology of the current system has become dated, and the hardware equipment is prone to service interruptions.

As such, Staff worked to identify a replacement ALPRS that would utilize newer, proven technology that is flexible and would reduce capital outlay and minimize maintenance cost. A replacement system would need to meet the safety and security priority of the Airport Police Department (“APD”) and augment their service efforts in the areas of deterrence, interruption, and investigation of crimes at the Airport.

The results of Staff’s research identified a strategically placed camera system network manufactured by Flock as a suitable replacement. The current ALPRS utilizes technology that is mounted and hard-wired in various locations throughout the facility which is inflexible to changes in patterns. The proposed Flock network of scalable ALPRS cameras will improve APD’s ability to identify stolen vehicles entering the Airport and vehicles associated with missing or endangered persons as well as vehicles associated with serious crimes under active investigation.

**DETAILS**

The difference between the current system and the Flock system is that Flock’s technology goes beyond license plates. It also captures vehicle type, make, color and identity of the state license plate, and it is able to capture temporary plates, paper plates and vehicles without licenses with a single camera that captures two lanes of traffic that may be traveling at a high rate of speed. Flock’s system is “infrastructure-free”. In other words, the cameras are solar powered with LTE internet connectivity which allows for the system to be

redeployed or added to with minimum disruption. This proposed system is proprietary and owned by Flock.

Flock, after reviewing the traffic activity and infrastructure of the Airport, proposed an ALPRS which includes nine cameras positioned throughout the Airport at key ingress, egress, and parking lot entrance locations. These locations were identified by Staff as providing the optimum effectiveness in capturing ALPRS data from a public right of way. The base price per camera, including hardware, software, solar power, LTE internet connectivity for unlimited users and data storage as well as a two-year warranty and Criminal Justice Information Services compliant cloud-based hosting is on a leased basis of \$2,500 for a two-year commitment. The total cost of the two-year proposal is \$45,000 plus a one-time implementation fee of \$250 per camera totaling \$2,250 for a total of \$47,250. The proposed Agreement has a termination for convenience provision that allows for cancellation at any time without cause. Additionally, Flock's data retention and data privacy access policies provide strict individual user access, a limited thirty (30) day data search capability and is able to provide full audit logs compliant with federal and state legislation.

Other ALPRS manufacturers would require the Authority to purchase their equipment (which again would be hardwired) and an accompanying service plan. Any physical changes or additions to those systems would require new capital and installation costs.

Flock's system is currently being utilized by more than 210 Police Departments across the United States and in California. Agencies or cities near the Airport that are utilizing Flock's system are Glendale Police Department, Azusa Police Department, City of La Canada-Flintridge, Ventura Police Department, City of Port Hueneme, City of San Marino, Monterrey Park Police Department, City of Ontario, and Ontario Airport. These jurisdictions have seen positive results utilizing Flock's system. If the proposed Agreement is approved, then at the end of the two-year lease period, Staff will reassess the Flock system and its performance and report back to the Committee and Commission.

#### BUDGET IMPACT

This item was not included in the adopted FY 2022 budget. However, due to the increase in service interruptions experienced with the current ALPRS, it has become necessary to consider a replacement. If the proposed Agreement with Flock is approved, Staff anticipates the FY 2022 positive operating revenue performance will cover the cost of the first year of the proposed Agreement. Staff will request appropriations for any succeeding term of the Agreement in subsequent budget requests.

#### RECOMMENDATION

At its special meeting on January 18, 2022, the Committee voted unanimously (3–0) to recommend that the Commission award the proposed Agreement to Flock for a replacement ALPRS and authorize the President to execute the same.

## FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the attached “GOVERNMENT AGENCY CUSTOMER AGREEMENT” (the “**Terms**”) which describes and sets forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer: Burbank-Glendale-Pasadena Airport Authority	Contact Name: Allen Schmitt
Address: 2627 Hollywood Way Burbank, CA 91505	Phone: 818-840-0181  E-Mail: <a href="mailto:aschmitt@bur.org">aschmitt@bur.org</a>
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 Renewal Term: 12 Months	Billing Term: Annual payment due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
<b>(Includes one-time fees)</b>			
Flock Falcon Camera	\$2,500.00	9	\$22,500.00
Implementation Fee (Public)	\$250.00	9	\$2,250.00

Year 1 Total **\$24,750.00**

Flock Group Inc.  
Today's Date – Jan 12, 2022

This proposal expires in 30 days.

Order Form  
Burbank Airport  
Authority

Recurring Total: 22500

Special terms:

- NA

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Terms. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By: Name: Title:_ Date:	By: Name: Title:_ Date:

Flock Group Inc.  
Today's Date – Jan 12, 2022

This proposal expires in 30 days.

Order Form  
Burbank Airport  
Authority

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## GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Customer Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

### RECITALS

**WHEREAS**, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of an Unaffiliated End User (“**Notifications**”);

**WHEREAS**, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from Unaffiliated End Users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users, to the extent permitted by law;

**WHEREAS**, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

### AGREEMENT

**NOW, THEREFORE**, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Data**” will mean the data, media and content provided or made accessible to Flock by Agency or any Authorized End User through the Flock Services. For the avoidance of doubt, the Agency Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.2 “**Aggregated data**” will mean information that relates to a group or category of customers, from which all individual’s and customers’ identities and personal information have been permanently “anonymized”. The Parties understand and agree that it is technologically difficult to render data truly “anonymous”. Therefore, as used in this Agreement, the term “anonymization” means and refers to use of commercially available technology that irreversibly alters data in such a way that a data subject (i.e., a person or entity) can no longer be identified directly or indirectly, either by the person or entity which alone, or jointly with others, determines the purposes and means of processing of the data. “Anonymized data” means data that has been produced through the foregoing described process of anonymization. Use of Aggregated Data derived from Agency Data or Unaffiliated End User Data, is only permitted under this Agreement provided all such Data to be used is rendered “anonymized data”.

1.3 “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Flock Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.6 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the

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Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the FlockServices.

1.8 “**Hardware**” shall mean the Flock cameras and any other physical elements that interact with the EmbeddedSoftware and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.9 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services.

1.10 “Installation **Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work, Exhibit “A” attached hereto.

1.11 “**Flock Services or Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage, to the extent permitted herein.

1.12 “**Unaffiliated End User**” means a Flock customer that has elected to give Agency access to its data in the Flock system.

1.13 “**Unaffiliated End User Data**” means the Footage, geolocation data, environmental data and/or notifications of an Unaffiliated End User.

1.14 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.15 “**Usage Fee**” means the subscription fees to be paid by Agency for ongoing access to Flock Services and Hardware.

1.16 “**Support Services**” shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.

1.17 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

## 2. FLOCK SERVICES AND SUPPORT

### 2.1 Provision of Access.

2.1.1 *General.* Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term (as defined in Section 6.1) and No-Fee Term, solely for the Authorized End Users. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Access by any Authorized End User to the Flock Services shall require 2-step verification. Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services.

2.1.2 *Availability.* The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days, or such longer period required by Agency’s records retention requirements or State law including California Government Code Section 34090 et seq. Any authorized destruction of Agency Data, including Footage, shall be in compliance with NIST SP800-88, or other standard which ensures to the extent technically feasible that deleted or destroyed data cannot be recovered or recompiled, nor can any content of the data be interpreted, identified, or otherwise made readable.

2.1.3 *Agency Responsibility.* Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions.

2.1.4 *Third Party Providers.* Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services makes available to Agency and Authorized End Users, provided any such third parties agree in writing to maintain confidentiality of Agency Data and Unaffiliated End User Data, as required of Flock herein. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that

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such warranties can be provided to Agency. WARRANTIES PROVIDED BY SUCH THIRD PARTIES, ARE THE AGENCY'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency in writing from time to time provided, however, that nothing in any such third party policy or agreement shall operate to prevent Agency's full use of the Flock Services, or impose any obligation on Agency not set forth herein. Agency shall not be bound by the terms of any "click-through" end user license or similar agreement, in order to fully utilize the Services.

**2.1.5 Guaranteed Service Level.** At all times Flock will provide a minimum level percentage of monthly (30 day) availability of the Services to Agency ("Monthly Availability Service Level" of not less than 99% using the following formula:

***Monthly Availability Service Level Percentage (%) = Maximum Available Minutes (30 days) - (minus) Scheduled and Unscheduled Downtime Minutes ÷ (divided) by Maximum Available Minutes (30 days) x (multiplied by) 100***

"Unscheduled Downtime" shall not include periods of Service Suspension, pursuant to Section 2.6, or periods of unavailability due to Acts of God, Force Majeure, or reasons out of the reasonable control of Flock Safety. A failure to maintain the 99% Monthly Availability Service Level in any two, consecutive 30 day periods within any twelve consecutive month period shall constitute a breach of this Agreement. Agency and Flock may agree to a different formula, or other means to ensure public accountability as to the ongoing availability of the Services for Agency's use.

**2.2 Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock, in each case, solely as necessary for Agency to use the Flock Services.

**2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term in connection with its use of the Flock Services as contemplated herein, and under Section 2.4, below.

**2.4 Usage Restrictions.** The purpose for usage of the Hardware, Documentation, Services, support, and the Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing. Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to: (i) obtain or use such source code; (ii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (v) use the Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

**2.5 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

**2.6 Suspension.** Notwithstanding anything to the contrary in this Agreement, upon providing not less than five (5) business days' prior, written notice to Agency, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Flock



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Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will provide prior, written notice of any Service Suspension to Agency pursuant to Section 10.12 and provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension that is not the result of the acts or omissions of Flock, or any third party claim of infringement relating to the Services. To the extent that the Service Suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

## 2.7 Installation Services.

**2.7.1 Designated Locations.** Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“**Reinstalls**”) driven by Agency’s request will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

**2.7.2 Agency’s Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The “**Agency Installation Obligations**” include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for: (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware or its use; and (iii) any other services performed in connection with installation of the Hardware. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within its control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

**2.7.3 Flock’s Installation Obligations.** The Hardware shall be installed in a workmanlike manner, in compliance with any and all applicable codes, statutes, laws, and regulations, and in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock’s access to Footage after the initial installation which would waive Flock’s responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

**2.7.4 Security Interest.** The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove



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the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

**2.8 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing. Notwithstanding the foregoing, at all times while performing Installation Services, Flock agrees to utilize due care and to comply with any and all local, state, and federal laws and regulations, including CalTrans' regulations for roadway management, related to maintaining safety of the public, public roadways, and any and all other public property to be utilized during, and as part of, the Installation Services. Flock shall promptly repair, at Flock's sole expense, any property damaged by Flock or anyone acting on behalf of Flock while or as a result performing Installation Services.

**2.9 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at [hello@flocksafety.com](mailto:hello@flocksafety.com). Flock will use commercially reasonable efforts to respond to requests for support.

**2.10 Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement upon written acceptance by Agency. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**2.11 Changes to Platform.** Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to: (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its customers, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance; or (ii) to comply with applicable law.

## **2.12 Insurance and Indemnity.**

**2.12.1 Indemnity.** To the maximum extent permitted by law, Flock shall indemnify, defend, including payment of reasonable attorneys' fees, and hold Agency and Agency's elected officials, officers, employees, agents, and volunteers, harmless with respect to any and all claims, liabilities, stop notices, damages, and losses, arising out of, related to, or incurred in connection with Flock's performance of Installation Services, whether performed by Flock, Flock employees, any Flock subcontractor, or anyone else acting on Flock's behalf.

**2.12.2 Insurance.** At all times during the term of this Agreement and while performing Installation Services, Flock shall maintain for the benefit of Flock and the Agency:

- (a) Workers compensation insurance in such amount as required by California law;
- (b) Commercial general and automobile liability insurance, each with limits of not less than \$2,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage, using an ISO or Accord form acceptable to Agency's Risk Manager;
- (c) Cyber liability with limits of not less than \$2,000,000 per occurrence, providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of Agency Data and Unaffiliated End User Data; (ii) data breach including theft, destruction, and/or unauthorized use of Agency Data and/or Unaffiliated End User Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of Agency Data and/or Unaffiliated End User Data.

Such policies of insurance shall: (i) name Agency and Agency's elected officials, officers, employees, agents, and volunteers as additional insureds; (ii) be primary and non-contributing to any insurance maintained by Agency; (iii) waive the right of subrogation; (iv) be issued by an insurer(s) with a Best rating of not less than A:VII; (v) require not less than 30 days' prior notice be given to Agency prior to any required insurance being cancelled or not

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renewed; and (vi) be in such form as otherwise required by Agency's risk manager. Flock shall not commence Installation Services unless and until insurance certificates and required endorsements, evidencing the required insurance, have been provided to Agency.

## 3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

**3.1 Agency Obligations.** Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide reasonable assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of reasonable assistance from available Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services. Notwithstanding any assistance being provided by Agency, Flock shall remain responsible for compliance with the requirements of Section 2.7 herein.

**3.2 Agency Representations and Warranties.** Agency represents and covenants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3.3

## 4. CONFIDENTIALITY; AGENCY DATA; UNAFFILIATED DATA

### 4.1 Confidentiality.

**4.1.1 Mutual Obligations.** Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business, as well as personally identifiable information (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Unaffiliated End User Data, and data provided by Agency or a Unaffiliated End User to Flock or collected by Flock via any Unit, or otherwise made available to or accessible by Flock, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services) or divulge or sell to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's facility, or to analyze the data collected to identify motion or other events.

**4.1.2 Flock Obligation.** Notwithstanding any other provision herein, Flock shall: (a) keep and maintain Agency and Unaffiliated End User Data ("Data") in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose the Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; (c) allow access to the Data only to those employees of Flock who are directly involved with and responsible for providing the Services, and/or third parties bound in writing to maintain confidentiality of the Data; and, (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available any of the Data for Flock's own purposes or for the benefit of anyone other than Agency without Agency's prior written consent, or as otherwise provided herein.

**4.1.3 Exceptions.** The Disclosing Party agrees that the foregoing shall not apply with respect to any

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information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

4.1.4 *Compliance with Law.* Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, and to the extent permitted by Title 1.81 of Part 4 of Division 3 of the California Civil Code, including Section 1798.90.5, et seq., and the California Consumer Privacy Act, Section 1798.100, et seq., and any and all other applicable State and federal laws and regulations, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order or subpoena.

4.2 **Agency and Unaffiliated End User Data.** As between Flock and Agency, all right, title and interest in the Agency Data belongs to and is retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data, to the extent permitted by state and federal laws. As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data. As between Agency and Unaffiliated End Users that have prescribed access of Footage to Agency, each of Agency and Unaffiliated End Users will share all right, title and interest in the Unaffiliated End User Data. This Agreement does not by itself make any Unaffiliated End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window, or such other period as required by law, to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Any authorized destruction of Agency Data, including Footage, shall be in compliance with NIST SP800-88, or other standard which ensures to the extent technically feasible, that deleted or destroyed data cannot be recovered or recompiled, nor can any content of the data be interpreted, identified, or otherwise made readable.

4.3 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze anonymized data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Unaffiliated End User Data input into the Services, as “Aggregated Data” as defined in Section 1.17 herein (the “*Aggregated Data*”). Agency hereby grants Flock a non-exclusive, worldwide, royalty-free right and license (during the Service Term hereof) to: (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Unaffiliated End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only if authorized by state and federal law, and only if Agency has expressly and verifiably authorized Flock to share such data with that particular law enforcement agency, and only to the extent of that authorization. No rights or licenses are granted except as expressly set forth herein.

## 4.5 Security of Agency Data and Unaffiliated End User Data.

4.5.1. In storing, handling, transmitting, and/or accessing Agency Data or Unaffiliated End User Data, Flock shall *incorporate* a comprehensive set of data security protocols to protect Data at rest, Data in use, and Data in transit, and that, at minimum: (i) control access to Data; (ii) include regular audits, including threat assessments, to evaluate susceptibility to unauthorized access; (iii) provide regular maintenance and updating to ensure current cyber threats are identified and proactive defensive measures are undertaken; (iv) persons having access to Data are free of criminal history or any other security threat that would otherwise disqualify any such person from accessing

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confidential criminal justice information under current rules, regulations and standards of the Criminal Justice Information Services, Division of the Federal Bureau of Investigation; and (v) provide for the physical and environmental protection of all Data.

4.5.2. In the event of any act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of Agency Data or Unaffiliated End User Data, or the physical, technical, administrative, or organizational safeguards put in place by Flock that relate to the protection of the security, confidentiality, or integrity of that Data, Flock shall, as applicable: (a) notify Agency as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Agency in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Agency consistent with applicable laws; (c) in the case of personally identifiable information (“PII”), at Agency’s sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Agency for any costs in notifying the affected individuals; (d) perform or take any other actions required to comply with applicable law as a result of the occurrence; (e) without limiting Agency’s rights of indemnification as further described in this Agreement, indemnify, defend, and hold harmless Agency for any and all claims and liabilities, including payment of reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Agency in connection with the occurrence; (f) be responsible for recreating lost Agency Data in the manner and on the schedule reasonably set by Agency without charge to Agency; and, (g) provide to Agency a detailed plan within ten (10) calendar days of the occurrence describing the measures Flock will undertake to prevent a future occurrence. Notification to affected individuals, as described above, shall comply with applicable law.

4.5.3. Any and all cloud based storage shall be in compliance with ISO/IEC 27001 - 27018, as applicable, or successor standards thereto. All data storage shall be provided solely within the continental United States and on computing and data storage devices residing therein, and all such locations shall be disclosed to Agency promptly upon request.

4.5.4. Agency shall have full and complete access to, and ability to download, its Agency Data 24 hours per day, 7 days per week, except during authorized periods of maintenance by Flock. Further, Flock shall, within one (1) business day of Agency’s request, provide Agency, without charge and without any conditions or contingencies whatsoever (including, but not limited to, the payment of any fees due to Flock), an extract of the Agency Data in the format specified by Agency. Agency may at any time, provide Flock with a written “litigation hold”, therein requiring Flock to isolate and maintain any Agency Data that becomes relevant to any criminal or civil action involving Agency. At no cost to Agency, Flock shall comply with the litigation hold and confirm that the subject records have been identified and isolated, pending release by Agency. During the period of the litigation hold, Flock shall make the records that are the subject of the litigation hold available to Agency at no cost.

4.5.5. To the maximum extent permitted by law, Flock shall indemnify, defend and pay reasonable attorneys’ fees and costs, and hold the Agency and Agency’s elected officials, officers, employees, and agents free and harmless, with respect to any and all claims and liabilities to the extent arising out of, related to, or incurred in connection with any unauthorized access to or theft of Agency Data or Unaffiliated End User Data, including any and all related bank charges in the case of identity theft, provided, however, that Flock’s liability for “cyber theft” shall be limited to Flock’s cyber liability insurance policy limits set forth in this Agreement.

## 5. PAYMENT OF FEES

5.1 **Fees.** Agency will pay Flock the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the “**Initial Fees**”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card. The first month of Flock Services corresponding to the first Usage Fee payment will begin upon the first installation of Hardware.

5.2 **Changes to Fees.** Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock to receive an adjustment or credit. Inquiries should be directed to Flock’s customer support department.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice.



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Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. To the extent allowable by law or Agency regulations pertaining to tax-exempt entities, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

**5.4 No-Fee Term Access.** Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for thirty (30) days ("**No Fee Term**") to Agency when Unaffiliated End Users intentionally prescribe access or judicial orders mandate access to Unaffiliated End User Data. Agency agrees to pay the Initial Fees and Usage Fees according to Section 5.1 and will receive Flock's complimentary access to the Flock Service and Footage for no additional cost. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, and Flock provides prior written notice to Agency that such cost would be incurred, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. The complimentary No-Fee Term access to Flock Services shall survive the expiration or termination of this Agreement for five (5) years unless Agency provides written notice of the intent to cancel access to Flock Services.

## 6. TERM AND TERMINATION

**6.1 Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). Agency shall have one option by which it may extend the term by 12 months (the "**Renewal Term**"). To exercise the extension option, Agency shall give written notice to Flock at least 30 days prior to the then-scheduled expiration date.

**6.2 Termination for Convenience.** At any time during the agreed upon term, Agency may self-elect to terminate this Agreement for convenience. Self-elected termination will result in a one-time fee of actual cost of removal and labor, such cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by Agency will be effective immediately. Flock will remove all equipment at Flock's own convenience, within a commercially reasonable period upon termination, but not to exceed thirty (30) days. Advance notice will be provided. If not removed with thirty (30) days of the effective date of termination, Agency may treat all remaining Flock equipment as abandoned and dispose of the same as permitted by state law for abandoned property.

**6.3 Termination for Default.** In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

**6.4 Effect of Termination.** Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data and all Agency User Data collected or stored in connection with this Agreement using technology that complies with NIST Standard SP800-88, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

**6.5 No-Fee Term.** The initial No-Fee Term will extend, after entering into this Agreement, for thirty (30) days from the date an Unaffiliated End User grants access to its Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Unaffiliated End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

**6.6 Survival.** The following Sections will survive termination: 2.4, 2.5, 2.12, 3, 4, 4.4, 4.5, 5 (with respect to any accrued rights topayment), 5.4, 6.5, 7.3, 7.4, 7.5, 7.6, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

## 7. REMEDY; WARRANTY AND DISCLAIMER

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**7.1 Remedy.** Upon a malfunction or failure of Hardware or Embedded Software (a “**Defect**”), Agency must first make commercially reasonable efforts to address the problem by contacting Flock’s technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in its sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, through actions not attributable to Flock, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

**7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) documented misuse by Agency of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) documented damage, alteration, or modification of the Hardware or Embedded Software in any way, by Agency; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock, excluding Agency’s operating systems, servers, PCs and any other personal computing devices used by Agency to access the Services.

**7.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**7.4 Infringement.** Notwithstanding any other provision herein, Flock shall indemnify, defend and pay reasonable attorneys’ fees and costs, and hold the Agency and its elected officials, officers, employees, agents and volunteers harmless with respect to any and all claims, judgments, and liabilities alleging infringement or violation of any intellectual or proprietary property right, as a result of Agency’s use of the Services and/or the Hardware. Should Agency be prevented from using the Services or any of the Hardware as a result of any such infringement claim or violation, at Flock’s expense, Flock shall (i) obtain all rights for Agency to utilize the Services and/or Hardware; (ii) provide alternate services or hardware providing substantially the same functionality; or (iii) provide a refund of any and all sums paid for the current year term to Flock, prior to Agency’s inability to use the Services and/or Hardware, and, remove all Hardware and restore each Hardware site to its original condition, reasonable wear and tear excepted.

**7.5 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF CALIFORNIA.

**7.6 Insurance.** Flock shall provide insurance as described in Section 2.12. Agency is a self-insured public entity.

**7.7 Force Majeure.** Neither party is responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of the other party.

## 8. LIMITATION OF LIABILITY AND INDEMNITY

**8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS

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SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF CALIFORNIA.

**THIS SECTION 8 SHALL NOT APPLY TO, AND NOTHING IN THIS SECTION 8 SHALL LIMIT, FLOCK'S LIABILITY ARISING OUT OF, ANY INDEMNITY OR INSURANCE PROVISION OR OBLIGATION HEREIN.**

**8.2 Additional No-Fee Term Requirements. EXCEPT FOR BODILY INJURY, DEATH, AND/OR PROPERTY DAMAGE CAUSED BY OR ARISING OUT OF THE ACTS OF FLOCK OR ANY AGENT OF CONTRACTOR THEREOF,** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term and determined to be caused by the negligent acts or willful misconduct of Agency.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers unless they intentionally or negligently cause injury or loss to Agency.

**8.4 Indemnity.** Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a substantial, uncured breach of this Agreement, or proven violation of applicable law. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

## 9. RECORD RETENTION

**9.1 Data Preservation.** The Agency agrees to store Agency Data and Unaffiliated End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules.

## 10. MISCELLANEOUS

**10.1 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

**10.2 Assignment and Subcontracting.** This Agreement is not assignable, transferable or sublicensable and no required performance, except installation, may be subcontracted, by either Party, without the other's prior written

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consent. Flock may transfer and assign all of its rights and obligations under this Agreement without consent upon its sale or merger.

**10.3 Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), and any and all Exhibits and attachments, all of which are incorporated by reference herein are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict or inconsistency between the provisions of this Agreement and any attached, linked or other document incorporated by reference herein, the provisions of this Agreement shall govern.

**10.4 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever.

**10.5 Costs and Attorneys' Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees.

**10.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The federal and state courts sitting in the County of Los Angeles, State of California will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**10.7 Publicity.** Flock has no right to reference or use Agency's name and/or trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website, without Agency's prior, written consent.

**10.8 Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**10.9 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

**10.10 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**10.11 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

**10.12 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

**10.13 Compliance with All Laws.** In providing the Services and Installation Services, Flock shall comply with any and all applicable local, State, and federal laws and statutes including, but not limited to, those laws and statutes specified in Section 4.1 herein. Furthermore, some or all of the Installation Services constitute "public works" as defined in California Labor Code Section 1720. As to any and all work performed by Flock constituting public works, Flock shall comply with all California Labor Code requirements set forth in Exhibit "B" hereto and incorporated by reference herein.



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## **EXHIBIT "A"** **SCOPE OF WORK**

Installation of Flock Camera on existing pole or Flock supplied pole if required

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## EXHIBIT “B”

### CALIFORNIA LABOR CODE COMPLIANCE

1. Flock (“Contractor herein”) acknowledges that certain work under this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works of the awarding public agency (“Agency” herein), and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. This contract calls for work that is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the Agency or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Copies may be obtained at cost at the Agency’s main business office. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the Agency, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

3. In accordance with Labor Code Sections 1725.5 and 1771.1, and except for projects involving construction, alteration, demolition, installation, or repair work of \$25,000 or less, or maintenance work of \$15,000 or less, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only, pursuant to Labor Code Section 1771.1(a)].
4. Pursuant to Labor Code Section 1776, Contractor shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Contractor performing services covered by this Agreement. Contractor and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.
5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the Agency with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the Agency a verified statement of the journeyman and apprentice hours performed under this Contract.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the

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provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Date \_\_\_\_\_

Signature \_\_\_\_\_

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 7, 2022**

**UPDATED AUTOMATED LICENSE PLATE RECOGNITION SYSTEM POLICY**

Presented by  
Edward B. Skvarna  
Chief of Police; Airport Police Department and  
Director, Public Safety

**SUMMARY**

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

**BACKGROUND**

Over the past several years, law enforcement agencies around the country have determined that an ALPRS, if used appropriately, is an essential element to improve the safety and security of the communities they serve. ALPRS cameras are positioned at stationary locations and capture objective data by digitally photographing the rear portion of a vehicle only, and not images of occupants of the vehicle. The data gathered is compared with a national Criminal Justice Information System database to determine if a vehicle is one of interest relative to a felony or theft, is associated with a missing person, or is wanted as evidence in a serious felony investigation.

Since the acquisition of the current ALPRS, the Authority has had a policy regarding access to and management of the data captured. The current system has now exceeded its useful life. At the January 18, 2022 Operations and Development Committee meeting, Staff is presenting a proposal to replace the current system with one that uses solar power and wireless technology and improves the flexibility and information capture to include vehicle make, model and color as well as the identity of the state license plate.

In conjunction with the proposed replacement ALPRS, the existing ALPRS policy was reviewed. The attached updated ALPRS policy has been drafted with input from the Authority General Counsel's Office to maintain compliance with state law governing ALPRS use.

**IMPLEMENTATION**

The updated ALPRS policy will be implemented immediately upon Commission approval.

**RECOMMENDATION**

At its special meeting on January 18, 2022, the Committee voted unanimously (3–0) to recommend that the Commission approve the adoption of the attached updated ALPRS policy.

Burbank Glendale Pasadena Airport Authority  
Police Department

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BGPAAPD Policy Manual

## **Automated License Plate Readers (ALPRs)**

### **427.1 PURPOSE AND SCOPE**

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology, and to ensure that the collection, use, maintenance, sharing, and dissemination of ALPR information is consistent with respect for individuals' privacy and civil liberties, as required by Civil Code §§ 1798.90.51(b) and 1798.90.53(b).

### **427.2 POLICY**

The policy of the Burbank Glendale Pasadena Airport Authority Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this Department. Because such data may contain confidential information, it is not open to public review, except as provided by law. Any and all access to and handling and storage of ALPR data shall at all times comply with any and all State and federal laws and regulations. In the event any provision of this Policy is determined to conflict with any applicable State or federal law or regulation, the provisions of State and federal law shall govern, any conflicting portion of this Policy shall be deemed severable, and the remaining provisions of this Policy shall continue in full force and effect.

### **427.3 ADMINISTRATION**

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Burbank Glendale Pasadena Airport Authority Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction, and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administration Commander. The Administration Commander will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

#### 427.3.1 ALPR ADMINISTRATOR

The Administration Commander shall be responsible for administering the day-to-day operation of the Department ALPR equipment and data, establishing appropriate training requirements as set forth herein, and for ensuring that the Department ALPR system is operated in conformity with this Policy, and with the requirements of Civil Code § 1798.90.5, et seq.

Not less than once every six (6) months, the Administration Commander shall review this Policy to ensure continued compliance with all applicable laws and judicial decisions. When required by any change in applicable law, the Administration Commander shall revise this Policy and/or promulgate additional policies and procedures as needed to more fully implement the requirements of State law governing the acquisition, use, and storage of ALPR data, as required by Civil Code § 1798.90.51 and Civil Code § 1798.90.53. Those requirements to be reviewed and/or updated include, but are not limited to:

- (a) The description, job title, or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) The description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee responsible for overseeing the ALPR operation.
- (f) Appropriate retention periods for ALPR data, in conjunction with the Custodian of Records.
- (g) The conspicuous posting of this Policy, as it may be revised, and related procedures on the Department's website.

#### 427.4 AUTHORIZED PURPOSES

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement purposes, such as to:
  - 1. Locate stolen or wanted vehicles, and vehicles that are the subject of a legitimate law enforcement investigation;
  - 2. Locate and apprehend suspects that are lawfully sought by law enforcement;
  - 3. Locate witnesses and victims of violent crimes;
  - 4. Locate at-risk missing persons (including responding to Amber and Silver Alerts);

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5. Support local, state, and federal safety departments in the identification of vehicles associated with targets of criminal investigations, including investigations of serial crimes;
  6. Protect critical infrastructure sites.

#### 427.5 GENERAL OPERATING REQUIREMENTS

- (a) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (b) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (c) No member of this department shall operate ALPR equipment or access ALPR data without first completing Department-approved training.
- (d) No ALPR operator may access Department, state or federal data unless otherwise authorized to do so.
- (e) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

##### 427.5.1. MANUAL ENTRY OF WANTED OR "HOT" LISTS

Officers may manually enter license plates or "Hot List" into the ALPRS. Hot lists entered directly into the server will remain in the system until the list is manually purged at the end of the shift or as otherwise provided in this section.

Unless the license plate is associated with an active incident, all manual entries shall be approved by a supervisor. The approving supervisor shall ensure the following:

- (a) The entry is for a legitimate law enforcement purpose (e.g., wanted person or vehicle, missing person).
- (b) Officers are informed about what action to take if the system triggers an alert on a manually entered license plate. This information should be entered into the notes section when making a manual entry.
- (c) Any officer or supervisor who makes an entry into the ALPRS hot list is responsible for deleting or removing the entry once the information is no longer valid or deemed necessary.

Watch Commanders are responsible for ensuring that hot lists are removed from the system as required. No law enforcement action concerning a license plate listed on a Hot List not deleted at the end of the applicable shift, or not containing the Watch Commander's current documentation of the need to retain the license plate information, shall be taken unless the need for the license plate information is verified as current and valid.

#### 427.6 DATA COLLECTION AND RETENTION

The Administration Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. ALPR data will be transferred from vehicles to the designated storage in accordance with department procedures, and while preserving the chain of custody.

All ALPR data downloaded to the server shall be stored for a minimum of one year (Government Code § 34090.6) and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records, or any received litigation hold request. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence. Thereafter, ALPR data evidence shall be subject to disposition as required by law.

#### 427.7 ACCOUNTABILITY AND COMPLIANCE WITH PRIVACY LAWS

All ALPR data will be closely safeguarded and protected by operational, physical, administrative, procedural and technological means. The Burbank Glendale Pasadena Airport Authority Police Department will observe the following safeguards regarding access to and use of stored ALPR data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a unique login/password-protected system capable of documenting all access, including the name of the person accessing the ALPR data, and the date and time of such access (Civil Code § 1798.90.52).
- (b) Only members who have received current ALPR training, and who are authorized in writing by the ALPR Administrator, are permitted to access ALPR data. Such access and use shall be only for legitimate law enforcement purposes as described herein, such as when the ALPR data relates to a specific criminal investigation or Department-related civil or administrative action, and only when conducted in compliance with this Policy. Unless expressly approved by the ALPR Administrator, ALPR data shall be accessible only on Department owned equipment. Persons performing information technology services for the Authority or Department, shall not be authorized to access ALPR data in connection with such services, unless they undergo an annual, criminal background check and are annually authorized in writing by the ALPR Administrator.
- (c) Authorization for any Department employee to access ALPR data shall terminate: (i) after one (1) year, unless re-authorization in writing is provided by the ALPR Administrator and the current ALPR training program is successfully completed by the employee; or (ii) an employee's job duties no longer require the employee to have access to ALPR data; or (iii) the employee resigns or is terminated. The ALPR Administrator shall be responsible for maintaining and updating, no less than monthly, a current list of Department employees authorized to access ALPR data. The ALPR Administrator shall promptly terminate ALPR data access privileges consistent with subsections (c)(i), (ii), and (iii), above.



- (d) All access to ALPR information must be documented and a record thereof maintained for not less than two (2) years. The access information will include all of the following:
  - 1. The date and time the information is accessed.
  - 2. The license plate number or other data elements used to query the ALPR system.
  - 3. The user and actual name of the person who accesses the information.
  - 4. The purpose of accessing the information.
- (e) To ensure maximum accountability of ALPR users, ALPR system audits will be conducted no less than two times per year by the ALPR Administrator. The audit shall serve to assess whether Department access and use of ALPR data is consistent with the requirements herein. The ALPR administrator shall prepare a report documenting the level of compliance with the specific requirements of this Policy, and shall include any recommendations for improving the efficiency of the intent of this Policy and maximizing compliance, for more fully protecting the privacy rights of individuals, and for purposes of improving the required annual training program. The report shall be provided to the Chief of Police. The audit report shall be confidential, privileged "official information" pursuant to California Evidence Code Section 1040, and not subject to public disclosure, to the extent permitted by law.
- (f) In the event of any security breach allowing unauthorized access of ALPR data maintained by the Department, the ALPR Administrator shall provide any notifications required by Civil Code § 1798.29 for State agencies.
- (g) No member of this Department shall operate ALPR equipment or access ALPR data without first, and annually thereafter, completing the current, Department-approved ALPR training program. The training program curriculum shall be evaluated annually by the ALPR Administrator, and shall be updated as necessary to reflect changes in State or federal law, including binding court decisions, and to address any compliance or other issues noted in an audit report.
- (h) No ALPR operator may access Department, state or federal data in connection with use of the Department ALPR system, unless otherwise authorized by law and the ALPR Administrator to do so.
- (i) No ALPR operator shall upload CLETS data to a third-party cloud based storage system (e.g., Vigilant), unless authorized in writing by the ALPR Administrator.
- (j) To the extent technically feasible, and except in circumstances when the ALPR data is currently being used as evidence or for any felony being investigated, including, but not limited to, auto theft, homicides, kidnaping, burglaries, elder and juvenile abductions, or Amber Alerts, ALPR data older than six (6) months shall be made inaccessible to ALPR operators, unless additional, written authorization is first obtained from the ALPR Administrator.

- (k) When renewing or initially entering a contract with a third-party cloud based storage provider for the storage and handling through online services of Department ALPR data, to the extent reasonably possible, such contract shall include provisions reflecting compliance with the requirements of this subsection. Any such provider shall be required to conduct such storage solely with the continental United States. Such storage and related online service providers and their services shall at all times comply with the FBI's current federal Criminal Justice Information Services (CJIS) policy for handling and storage of ALPR data. Any and all ALPR data uploaded to any third-party storage platform shall be owned by the Department.
- (l) Various factors may affect the accuracy of the ALPR readings and/or data therefrom. Those factors may include, for example: wear on the license plate, dirt, covers, license plate frames, and timeliness of the information. For this reason, it is important to verify the accuracy of any alert received. The ALPR Administrator shall establish a written protocol for reasonably verifying accuracy of ALPR data prior to use. The ALPR Administrator shall have discretion in determining the sufficiency and reasonableness of such protocol. ALPR data that cannot be verified shall be noted as "unverified" when accessed by any authorized ALPR user. "Hot list" data shall not be retained as such for more than twenty-four (24) hours without being refreshed or otherwise verified as current. Prior to any action being taken based on an ALPR alert, the officer in the field and/or communications officer in dispatch should view the image of the license plate to verify that the image was correctly recognized by the ALPR system, or otherwise use his or her best efforts to confirm the accuracy of the ALPR data prior to use. Any ALPR data found to be erroneous, shall be promptly corrected.

If practicable, the officer shall verify the accuracy of ALPR data through the California Law Enforcement Telecommunications System (CLETS), or other known, reliable, lawful source of law enforcement information, before taking enforcement action that is based solely on an ALPR alert based on that data.

#### 427.8 SHARING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, in accordance with the following procedures:

- (a) The agency makes a written request for the ALPR data that includes:
  - 1. The name of the agency.
  - 2. The name and title of the person requesting.
  - 3. The intended purpose of obtaining the information. NOTE: Subject to limited exceptions, California Government Code Section 7284, et seq., prohibits use of the Department's moneys or personnel to assist immigration authorities in the enforcement of federal immigration laws.

4. The agency's written agreement (i) to not share or disclose the ALPR data without the prior, written consent of the ALPR Administrator; and (ii) to destroy or effectively delete the ALPR data from the agency's system once the purpose identified in subsection (a)(3), above, has been served.
- (b) The request is reviewed by the Administration Commander or the authorized designee and approved before the request is fulfilled. That review process shall include verification that such sharing complies with all applicable provisions of any applicable ALPR data sharing agreement.
- (c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55) and as required by the California Public Records Act, including any and all exemptions from disclosure therein. At no time shall ALPR data be sold to any person or entity.

#### 427.9 TRAINING

All employees otherwise authorized to access and use ALPR data, shall, annually, successfully complete a course of training conducted by the Training Sergeant, and approved and annually updated by the Administration Commander. At minimum, such course shall include training in the following areas:

- (a) Use and operation of the ALPR equipment;
- (b) Knowledge of this Policy;
- (c) Balancing of personal privacy rights with legitimate law enforcement uses of ALPR data;
- (d) The general substance of State and federal laws affecting the Department's accessing, use and/or storage of ALPR data;
- (e) How ALPR data can be misused including potential civil and criminal liability and penalties for wrongful use. (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

#### 427.10 NON-COMPLIANCE

Any failure to comply with the requirements of this Policy may result in discipline up to and including termination for knowing and willful violations.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 7, 2022**

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
CONWAY CONSULTING, LTD.**

Presented by  
John T. Hatanaka, Senior Deputy Executive Director

**SUMMARY**

At its special meeting on January 18, 2022, the Legal, Government and Environmental Affairs Committee ("Committee") voted unanimously (3–0) to recommend that the Commission approve Amendment No. 1 to the Professional Services Agreement ("Agreement") with Conway Consulting, Ltd. ("Conway Consulting"), copy attached, 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 Commission approved the restart of the Replacement Passenger Terminal ("RPT") program in August 2021, with the goal (expressed by both the Commission and airlines) to expedite the process moving forward as the program had been on hold since March 2020 due to the COVID-19 pandemic. The increase in funding authorization will provide for additional technical planning and support services (detailed below) anticipated to be required from Conway Consulting through the end of the fiscal year.

**BACKGROUND**

In September 2021, the Commission approved the Agreement for Conway Consulting to provide ongoing technical, planning and support services for the RPT program in the amount of \$50,000 for the remaining nine months of FY 2022 (October 2021 through June 30, 2022). With the RPT program restart, there is a renewed focus to advance the program. Work now underway includes the preparation of procurement documents for a Progressive Design Builder ("PDB"). In response to these expedited program goals, the role of Conway Consulting has been expanded over that initially defined in the Agreement. The expanded scope of services results in a request for additional funding authorization of \$134,000 with a combined contract not-to-exceed total of \$184,000. These services are provided on a time and materials basis. All other terms and conditions remain the same.

**DETAILS**

Tasks to be assigned to Conway Consulting to support the advancement of the RPT program are detailed in Exhibit D of the attached proposed Agreement amendment and include:

- Task 1: Support the Executive Director
- Task 2: Support and Participate in the RPT Program Committee
- Task 3: Support and Participate in Development of a Strategic Program Definition Manual
- Task 4: Support and Participate in the Development of the Program Management Manual and Program Charter

## Task 5: Support and Participate in the PDB Selection

### FUNDING

The adopted FY 2022 Budget included appropriations for Conway Consulting in the amount of \$50,000. The requested additional \$134,000 in expenditure authorization is anticipated to be funded through positive FY 2022 operating revenue performance or facility development reserve funds. On a quarterly basis, Staff will provide to the Commission, as part of the Treasurer's Report, a supplemental schedule that details actual fiscal year-to-date expenditures incurred for Conway Consulting services, as well as all other contracts and services associated with the RPT program.

### RECOMMENDATION

At its special meeting on January 18, 2022, the Committee voted unanimously (3–0) to recommend that the Commission approve Amendment No.1 to the Agreement with Conway Consulting to provide an expanded time and materials scope of services with an additional not-to-exceed funding authorization of \$134,000 and authorize the President to execute the same.

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT**

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

This Amendment No. 1 ("First Amendment") to the September 20, 2021 Professional Services Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Conway Consulting, Ltd. ("Consultant"), is dated February 7, 2022 for reference purposes.

**RECITALS**

A. The parties executed the Agreement to provide for the Authority's retention of Consultant as an independent contractor to provide on-call airfield evaluation and related support services for the replacement terminal program.

B. The parties desire to amend the Agreement to: increase the scope of services and the contract amount.

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

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

"(C) 'Contract Amount': \$184,000."

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

"(G) 'Fee Schedule': the fee schedules set forth in the Proposal and the Supplemental Proposal."

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

"(K) 'Services': the tasks set forth in the Proposal and the Supplemental Proposal."

**4. Amendment of Section 1.** Section 1 ("Definitions") of the Agreement is amended by adding a new paragraph (L) to read as follows:

"(L) 'Supplemental Proposal': Consultant's proposal for FY 2022 RPT Support Scope Increase set forth in the attached Exhibit D."

**5. Amendment of Section 15.** Section 15 ("Exhibits") of the Agreement is amended to read as follows:

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

any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit C, the provisions of Exhibit C shall prevail.”

6. **Addition of Exhibit D.** The attached Exhibit D is added to the Agreement:

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


8. **Effective Date.** This First Amendment shall be deemed effective as of February 1, 2022.

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

Burbank-Glendale-Pasadena  
Airport Authority

Conway Consulting, Ltd.

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

  
\_\_\_\_\_  
Mark Conway, President

Approved as to form:

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

**EXHIBIT D**  
**Supplemental Proposal**

(attached)



**Conway Consulting, Ltd.**  
**Hollywood Burbank Airport**  
**Replacement Passenger Terminal Program (“RPT”)**  
**Proposed FY 2022 RPT Support Scope Increase**

In September 2021, a contract for Conway Consulting, Ltd. (“Conway Consulting”) was approved by the Burbank-Glendale-Pasadena Airport authority (BGPAA) for the remaining nine months of FY 22 in the amount of \$50,000 (PO No. A7013). In the course of the restart of the Replacement Passenger Terminal Program, staff identified additional services above the original scope and requested Conway Consulting to provide a revised cost for these additional services from February to June 2022. This proposal reflects the scope for the participation of Conway Consulting, Ltd. for the period beginning February 1, 2022 through June 30, 2022.

Conway Consulting has been a part of the RPT Program definition since 2013 and has the single most accumulated knowledge of the RPT Program of than any other individual. With the RPT Program restart following the COVID suspension, a renewed focus on the approvals gained in the 2016 Development Agreement as the basis to implement the RPT Concept was initiated. In addition, the focus on expediting the RPT Program to the design process warrants dedicated focus to expeditious tasks needed for the solicitation and selection of a Progressive Design Builder (PDB). In light of these new Program goals, the role of Conway Consulting has been expanded over that initially defined at the re-start of the RPT Program. The following Tasks have been identified for Conway Consulting to perform in support of advancing the RPT Program.

**Task 1: Support for the Executive Director**

As the RPT Program advances, the Executive Director is requiring increase in coordination of activities and issues that may arise between staff and the Program Manager activities. In addition, services will be provided to address requests for follow up actions and information needed by the Executive Director to keep the Program Committee focused on the RPT Program within the guidelines of the Development Agreement and environmental documents. Participation at the Executive Committee meetings either in person or via Zoom call-in as needed are included.

**Task 2: Support and Participate in the RPT Program Committee**

The RPT Program Committee has been organized to review the work of the Program Manager and its Team. Work product includes the Program Cost and Schedule as well as the development of key documents related to the selection of a Progressive Design Builder (“PDB”). Participating in this Committee are members of staff, the Program Manager, Airline representatives of the Airlines Airport Affairs Committee and the technical coordinator for the Airlines. This Committee

meets monthly at a minimum. At the direction of the Executive Director, Conway Consulting will provide support for the Program Manager in meetings dedicated to any one or more of the many topics that need to be addressed. Participation in these meetings by Conway Consulting will be either in person or via Zoom.

### **Task 3: Support and Participate Development of a Strategic PDM**

The Program Manager is tasked to develop a Strategic Program Definition Manual ("S-PDM"). The S-PDM reflects a new direction for the Project effective with the restart. The direction focuses on the Development Agreement Concept versus other alternative concepts and requires coordination within the Program Committee. Conway Consulting will provide institutional knowledge to provide coordination within the Committee to expedite the completion of the S-PDM as well as review and provide detailed comments on chapters of the S-PDM to the Executive Director and the Program Manager. Support will be provided either in person or via Zoom calls.

### **Task 4: Support and Participate in the Development of the Program Management Manual and Program Charter.**

The Program Manager has initiated documentation of a Program Charter and a Program Management Manual. These documents were advanced prior to the RPT Program being suspended and requires review and revision for a post-COVID RPT Program. Conway Consulting will provide reviews and comments on these documents as well as participate in meetings either in person or via Zoom calls.

### **Task 5: Support and Participate in the Selection of a Progressive Design Builder**

The Authority and the Program Manager are working toward the definition of a process to hire a Progressive Design Builder at the earliest possible date. This process will entail:

- ➔ Development and issuance of a Request for Qualifications ("RFQ")
- ➔ Review of submittals and selection of a Short List
- ➔ Development and issuance of a Request for Proposal ("RFP")
- ➔ Select a Preferred PDB
- ➔ Negotiate Design Terms and Conditions

The Program Manager has advanced initial drafts of an RFQ and the concept for the issuance of an RFP. These need to be reviewed and finalized for issuance in early 2022. Conway Consulting is to support development of the RFQ, participate in the review of submissions and submit recommendations to the Progressive Design Builder Selection Committee. In addition, Conway Consulting will support development of the RFP, its attachments which will include the S-PDM, review submissions and support the Selection Committee and provide negotiation support with the contract for the PDB. Support activities and participation meetings either in person or via Zoom calls.



**Task 6: Travel Budget**

While participation in the Program Activities may be either in-person or via Zoom calls, at the request of the Executive Director, an allowance be included in the revise scope to accommodate travel expenses for two trips per month. Travel expenses are for:

- Airfare (Refundable Economy)
- Hotel
- Airport Transfer Ground Transportation
- Meals

The proposed travel is for on-site presence of three days per trip, as needed. Travel will occur inbound on Monday and outbound on Friday. Estimated unit costs for reimbursable expenses are at current rates. All reimbursable expenses will be at cost.

\* \* \* \* \*

Table 1 presents a cost estimate to include labor and expense for the period February 2022 through June 2022. As shown the Conway Consulting labor rate for Mark Conway is \$210.00 per hour. Hours for each task are estimated for the months expected for each task to be active until complete.

**Table 1**  
**PROPOSED ASSIGNMENT COST BREAKDOWN**  
**RPT Program Review and Coordination**  
**Hollywood Burbank Airport**

TASK	Sub-Task	DESCRIPTION	CATEGORY ->		LABOR HOURS	TOTAL TASK LABOR COST	TASK EXPENSE		TOTAL TASK COST
			STAFF > RATE\$/HR >	Conway Consulting Conway \$210			MISC.	TRAVEL	
1.0		Support for the Executive Director and the Executive Committee			80	\$ 16,800			\$ 16,800
2.0		RPT Program Committee Participation			80	\$ 16,800			\$ 16,800
3.0		S-PDM Support			140	\$ 29,400			\$ 29,400
4.0		Charter and PMM Support			24	\$ 5,040			\$ 5,040
5.0		Support for PDB Selection Process			160	\$ 33,600			\$ 33,600
6.0		Travel Budget 1/			40	\$ 8,400		\$ 23,250	\$ 31,650
					0	\$ -			\$ -
					0	\$ -			\$ -
<b>PROJECT TOTALS</b>					<b>524</b>	<b>\$ 110,040</b>	<b>\$ -</b>	<b>\$ 23,250</b>	<b>\$ 133,290</b>
					<b>100.0%</b>	<b>82.6%</b>	<b>0.0%</b>	<b>17.4%</b>	<b>100.0%</b>

1/ Travel budget is a not to exceed amount over the duration of the Fiscal Year  
 Travel time is half of total travel time each way  
 Estimated Maximum Travel Expense per Trip

Airfare	\$ 650.00	R/T Refundable Economy
Hotel	\$ 300.00	Includes Taxes per Night
Airport Transfers Home	\$ 180.00	RSW R/T
Airport Transfers LA	\$ 220.00	LAX R/T
Meals	\$ 75.00	\$25 per day
Estimated Total per trip	\$ 2,325.00	

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 7, 2022**

**AIRPORT USE AGREEMENT AMENDMENT AND  
AIRPORT USE AND FACILITIES OPERATING PERMIT**

Presented by  
John Hatanaka, Senior Deputy Executive Director

**SUMMARY**

At its special meeting on January 18, 2022, the Legal, Government and Environmental Affairs Committee ("Committee") voted unanimously (3–0) to recommend that the Commission approve of the following:

1. Proposed form of Airport Use Agreement Amendment, copy attached; 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.

**BACKGROUND**

Since its opening in 1930, the Airport has been served by scheduled air carrier service. Upon acquiring the Airport in 1978, the Authority has used an Airport Use Agreement ("Use Agreement") and an Airport Use and Facilities Operating Permit ("Operating Permit") to authorize operations by carriers certified by the Federal Aviation Administration under Title 14, Part 121 of the Code of Federal Regulations ("Part 121").

**AIRPORT USE AGREEMENT**

The Use Agreement defines the relationship between the Authority and "signatory" Airlines. In exchange for authorization to operate at the Airport, including within the passenger terminal, a signatory Airline agrees to be responsible for costs of the Airport not covered by other Authority revenues such as concession fees, hangar rents, and net parking revenues. The Commission approved the current Use Agreement template in 2009 with a term of 5-years with one 5-year extension option. Since June 2019, the Use Agreement has been extended on a month-to-month carry-over basis with signatory Airlines. The month-to-month carry-over has lasted longer than originally planned because the COVID-19 pandemic impacted discussions with the signatory Airlines for a replacement Use Agreement supporting the development of the Replacement Passenger Terminal ("RPT") program. The proposed Amendment will extend the Use Agreement to June 30, 2025. It is the expectation of Staff and the signatory Airlines that this extension period will be sufficient for a replacement Use Agreement, supporting the long-term financing of the RPT program, to be negotiated and presented to the Commission for approval. Currently, all ten Parts 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.

## PROPOSED AMENDMENT

With the restart of the 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. In key part, in addition to extending the term of the Use Agreement, the proposed Amendment memorializes that the Airlines are obligated to reimburse the Authority for initial RPT expenses even if the program does not proceed. The proposed Amendment also identifies the elements of the Authority's Air Quality Improvement Plan that must be complied with by the Airlines. Finally, as required by Amendment No. 2 to the Authority's Joint Powers Agreement ("JPA"), the proposed Amendment incorporates by reference the "supermajority vote" requirements of the JPA. The Airlines' representatives to the Airline Airport Affairs Committee are in support of the proposed Amendment.

## OPERATING PERMIT

The Operating Permit defines the relationship between the Authority and "non-signatory" Airlines. Like the Use Agreement, the Operating Permit grants authorization to operate at the Airport, including within the passenger terminal. Operational requirements, such as insurance coverage, imposed by the Operating Permit are the same as those imposed by the Use Agreement. However, the Operating Permit has a month-to-month term that can be terminated with 30-day advance notice by either party. Additionally, because the Operating Permit does not put a non-signatory Airline at long-term risk for Authority revenue shortfall, a non-signatory Airline that operates under the Operating Permit is required to pay higher fees, rents, and charges (including any applicable fuel surcharge) than a signatory Airline that operates under the Use Agreement.

## SCHEDULE

Upon approval of the proposed Amendment by the Commission, Staff will give the signatory Airlines a 60-day deadline to submit an executed copy of either the Amendment or the Operating Permit. Any Airline that chooses to execute the Operating Permit will become a non-signatory Airline. However, if an Airline declines to submit either document, then that Airline will be given notice it is no longer authorized to operate at the Airport.

## RECOMMENDATION

At its special meeting on January 18, 2022, the Committee voted unanimously to recommend that the Commission approve the proposed Amendment and authorize the Executive Director to execute either the Amendment or an Operating Permit with the signatory Airlines serving the Airport.

**AMENDMENT NO. [number] TO  
AIRPORT USE AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / [airline name])

This Amendment No. [number] (“Amendment”) to the October 1, 2009 Airport Use Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and [airline name] (“Airline”), a [state] corporation, is dated February 7, 2022 for reference purposes.

**R E C I T A L S**

A. The parties executed the Agreement to set forth their respective rights, privileges, and obligations with respect to Airline’s use and occupancy of the Bob Hope Airport and to facilitate the development, promotion, and improvement of air commerce.

B. Pursuant to request of the Authority and consent of Airline, the Agreement’s initial Stated Expiration Date of June 30, 2014 was extended to June 30, 2019.

C. The parties have executed the following amendments to the Agreement (collectively, the “Prior Amendments”):

[list of prior amendments]

D. Pursuant to request of the Authority and consent of Airline, the Expiration Date currently is extending on a month-to-month basis.

E. The parties desire to further amend the Agreement to: (i) extend the Expiration Date to the end of the Authority’s FY 2025; (ii) incorporate measures from the Authority’s air quality improvement plan; and (iii) advance the Authority’s Replacement Passenger Terminal Program.

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

**1. Amendment of Article I.** Section 1.01 (Basic Information) of Article I (Basic Information; Definitions; Exhibits) of the Agreement is amended by revising the “Expiration Date” row to read as follows:

<b>“Expiration Date:</b>	The Stated Expiration Date unless earlier terminated pursuant to Section 2.02 or Section 2.03.”
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**2. Amendment of Article I.** Section 1.02 (Definitions) of Article I (Basic Information; Definitions; Exhibits) of the Agreement is amended by adding an “RPT Program” definition to read as follows:

“‘RPT Program’ shall mean the Authority’s Replacement Passenger Terminal Program. The RPT Program generally consists of: (i) construction of a replacement passenger terminal; (ii) construction of ancillary improvements including aircraft apron, roads (entrance, loop, and secondary), parking facilities, a replacement airline cargo building, a ground service equipment

maintenance building, and a replacement aircraft rescue and firefighting/police/emergency operations center building; and (iii) demolition of the existing passenger terminal.”

**3. Amendment of Article I.** Section 1.02 (Definitions) of Article I (Basic Information; Definitions; Exhibits) of the Agreement is amended by revising the “Stated Expiration Date” definition to read as follows:

“‘Stated Expiration Date’ shall mean June 30, 2025.”

**4. Amendment of Article II.** Section 2.01 (Term) of Article II (Term; Termination) of the Agreement is amended to read as follows:

“2.01 Term. This Agreement shall become effective on the Effective Date set forth in Section 1.01. The term of this Agreement shall continue from the Effective Date through the Stated Expiration Date unless earlier terminated pursuant to Section 2.02 or Section 2.03.”

**5. Amendment of Article IV.** Article IV (Permissible Uses) of the Agreement is amended by adding a new Section 4.08 to read as follows:

“4.08 Air Quality Improvement Plan. Airline shall comply with the following provisions of the Authority’s Air Quality Improvement Plan:

(a) 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 Authority’s GSE policy will ensure that the Authority achieves airport-wide GSE emissions targets. Airline will use commercially available efforts to 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 NO<sub>x</sub>) by January 1, 2023, and 0.74 g/hp-h of NO<sub>x</sub> by January 1, 2031. Upon achieving the 2023 and 2031 emissions targets, Airline shall be required to ensure its fleet average continues to meet the Airport emissions targets. Airline’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. Airline’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.

(b) Clean Construction Policy. The Authority has adopted a Clean Construction Policy, which may be accessed/found at <http://hollywoodburbankairport.com/green-initiatives/>. For all Airport capital improvement projects undertaken by Airline, Airline shall comply, and shall cause its contractors to comply, with such Clean Construction Policy, and shall otherwise ensure its contractors follow clean construction policies to reduce emissions of NO<sub>x</sub> such as using low-emission vehicles and equipment, recycling construction and demolition debris, and minimizing non-essential trips through better schedule coordination.

(c) Burbank Airport Employee Ride Share Policy. The Authority has joined the Burbank Transportation Management Organization (“BTMO”), which serves all Airport employees and all Airport tenant employers, including employers with less than 250 employees.



Airline is encouraged to also join and to actively participate in the BTMO as an individual member.”

**6. Amendment of Article V.** Article V (Capital Improvements) of the Agreement is amended by adding a new Section 5.02 to read as follows:

**“5.02 Replacement Passenger Terminal Program.**

(a) **MOU Negotiation.** The parties shall meet in good faith to negotiate a memorandum of understanding (“MOU”) stating deal points for a replacement airport use agreement that defines Airline’s responsibility for fees, rates, and charges to pay for the operation, maintenance, and debt service for the RPT Program. Such MOU shall outline: (i) the financial terms for Airline’s support of the RPT Program; and (ii) the process by which the Authority and the Signatory Airlines shall reach a guaranteed maximum price (“GMP”) for the RPT Program. The target deadline for MOU execution is February 16, 2023. Airline shall not be in breach of this Agreement if the target deadline is not achieved.

(b) **Participation.** Upon the Authority’s award of a progressive design build contract for the RPT Program, Airline shall participate in good faith in meetings with the selected design builder and the Authority with regard to design and cost of the RPT Program. The Authority shall in good faith endeavor to incorporate provisions in the design builder’s contract as reasonably requested by Airline.

(c) **Acknowledgement.** Airline acknowledges that, if the Signatory Airlines cease support for the RPT Program (whether such cessation occurs prior to or after GMP determination), then all non-capitalized expenses and interim financing costs associated with the RPT Program (including expenses incurred prior to GMP determination) are within the scopes of the Terminal Building Requirement specified in Section 7.04 and the Landing Fee Requirement specified in Section 7.05. The Authority estimates an interim funding requirement of \$70 - \$100 million to obtain a proposed GMP. Airline acknowledges that it and/or its consultant representing the Airline Airport Affairs Committee (“AAAC”) will be an active participant with the Authority, the Authority’s Program Manager, and the selected design builder in the design and development of the RPT Program and that any such non-capitalized expenses shall be factored into the adjustment of Rental, Joint Use Fees, and Landing Fees pursuant to Sections 7.04, 7.05, and 7.08. The Authority agrees not to implement full recovery of such expenses in a single year and will meet with the AAAC to reach an agreement on a reasonable term for recovery based on the magnitude of any such expenses.”

**7. Authority JPA.** The Supermajority Vote requirements of Section 2.3.5 of the Authority’s governing Amended and Restated Joint Exercise of Powers Agreement, which apply to certain decisions of the Authority Commission, are incorporated by reference.

**8. Counterparts.** This 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.

**9. Effective Date.** This Amendment shall be effective upon execution.

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

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

**[airline name]**

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

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

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

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**

\_\_\_\_\_  
Frank R. Miller, Executive Director

Approved as to form:

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

## Hollywood Burbank Airport

REVENUE PASSENGERS	December			January - December		
	2021	2019	% Change	2021	2019	% Change
Signatory Airlines						
Alaska Airlines	39,719	44,690	-11.12%	369,009	605,303	-39.04%
American Airlines	33,411	35,875	-6.87%	333,760	323,583	3.15%
Avelo Airlines	38,291	0	N/A	275,082	0	N/A
Delta Airlines	14,465	29,085	-50.27%	157,960	242,016	-34.73%
Flair Airlines	971	0	N/A	1,204	0	N/A
Frontier Airlines	15,033	0	N/A	78,628	0	N/A
JetBlue Airways	12,504	18,174	-31.20%	80,542	240,758	-66.55%
Southwest Airlines	297,514	391,386	-23.98%	2,311,317	4,157,782	-44.41%
Spirit Airlines	6,361	7,582	-16.10%	49,638	73,090	-32.09%
United Airlines	12,096	27,728	-56.38%	75,831	341,205	-77.78%
<b>Total Revenue Passengers</b>	<b>470,365</b>	<b>554,520</b>	<b>-15.18%</b>	<b>3,732,971</b>	<b>5,983,737</b>	<b>-37.61%</b>
Inbound (deplaned)	237,208	281,749	-15.81%	1,871,772	2,996,242	-37.53%
Outbound (enplaned)	233,157	272,771	-14.52%	1,861,199	2,987,495	-37.70%

AIRCRAFT OPERATIONS	December			January - December		
	2021	2019	% Change	2021	2019	% Change
<b>Landings &amp; Takeoffs</b>						
Air Carrier	5,045	5,438	-7.23%	42,601	65,058	-34.52%
Air Taxi	2,020	2,062	-2.04%	20,046	22,734	-11.82%
General Aviation	2,136	2,383	-10.37%	28,719	32,004	-10.26%
Military Itinerant	9	58	-84.48%	372	553	-32.73%
<b>Subtotal</b>	<b>9,210</b>	<b>9,941</b>	<b>-7.35%</b>	<b>91,738</b>	<b>120,349</b>	<b>-23.77%</b>
<b>Pass Through BUR Airspace</b>						
Civil Local	1,694	1,636	3.55%	33,691	25,746	30.86%
Military Local	0	0	N/A	0	0	N/A
<b>Subtotal</b>	<b>1,694</b>	<b>1,636</b>	<b>3.55%</b>	<b>33,691</b>	<b>25,746</b>	<b>30.86%</b>
<b>Total Aircraft Operations</b>	<b>10,904</b>	<b>11,577</b>	<b>-5.81%</b>	<b>125,429</b>	<b>146,095</b>	<b>-14.15%</b>

**Air Carrier:** Scheduled commercial air carrier operations; including cargo operators

**Air Taxi:** Smaller aviation operators such as charters, commuter carriers or on-demand operators

**General Aviation:** Civil aviation operations for personal use

**Military Itinerant:** Military aviation activities

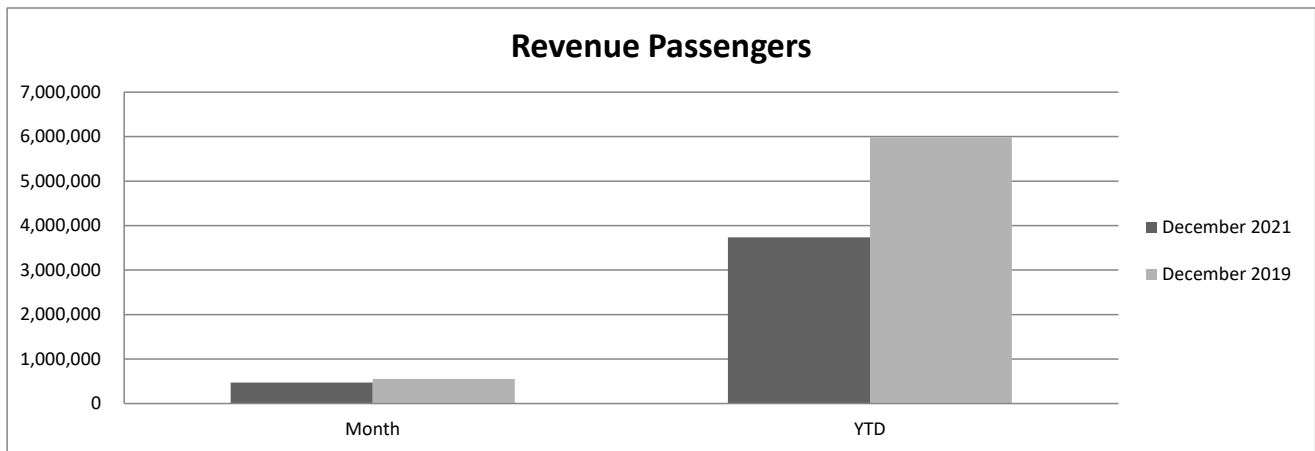
**Civil Local:** Civil aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR.

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

## Hollywood Burbank Airport

AIR CARGO (lbs.)	December			January - December		
	2021	2019	% Change	2021	2019	% Change
Signatory Airlines						
Alaska Airlines	161	216	-25.46%	7,693	8,709	-11.67%
American Airlines	20	0	N/A	1,673	213	685.45%
Delta Airlines	0	0	N/A	0	150	-100.00%
JetBlue Airways						
Southwest Airlines	315,971	135,125	133.84%	2,697,241	1,896,509	42.22%
Spirit Airlines						
United Airlines	0	2,245	-100.00%	0	56,709	-100.00%
Other Scheduled Carriers						
Federal Express	4,502,956	4,131,466	8.99%	52,149,016	51,337,511	1.58%
United Parcel Service	5,175,641	4,954,376	4.47%	50,587,159	49,842,334	1.49%
Charter/Contract Carriers						
Ameriflight	245,019	273,591	-10.44%	2,427,117	2,905,266	-16.46%
<b>Total Air Cargo</b>	<b>10,239,768</b>	<b>9,497,019</b>	<b>7.82%</b>	<b>107,869,899</b>	<b>106,047,401</b>	<b>1.72%</b>
Inbound (deplaned)	5,145,503	4,877,011	5.51%	53,199,911	52,292,237	1.74%
Outbound (enplaned)	5,094,265	4,620,008	10.27%	54,669,988	53,755,164	1.70%

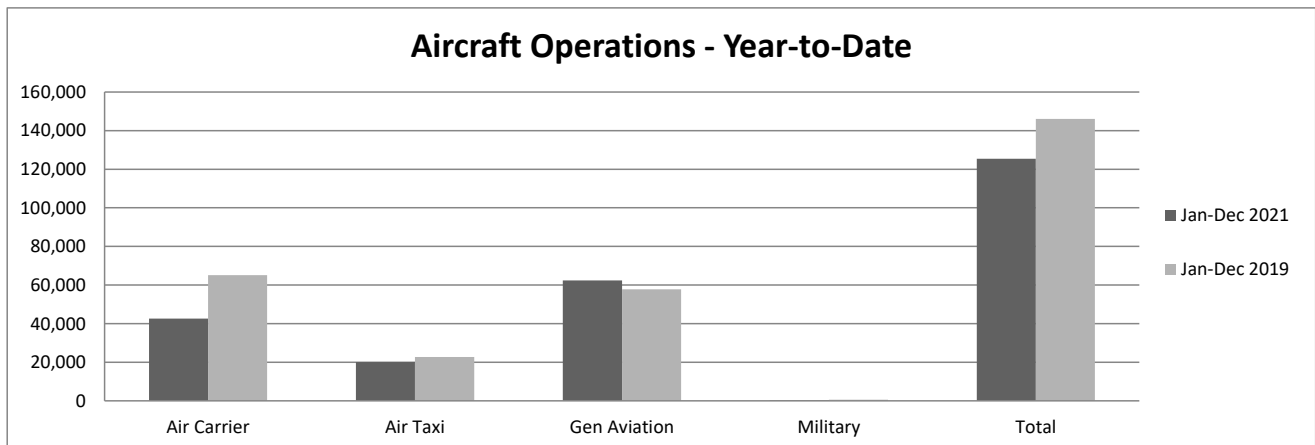
MAIL (lbs.)	December			January - December		
	2021	2019	% Change	2021	2019	% Change
American Airlines	0	0	N/A	0	0	N/A
<b>Total Mail</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
Inbound (deplaned)	0	0	N/A	0	0	N/A
Outbound (enplaned)	0	0	N/A	0	0	N/A



Revenue Passengers	Month	YTD
December 2021	470,365	3,732,971
December 2019	554,520	5,983,737
% Change	-15.18%	-37.61%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
December 2021	5,045	2,020	3,830	9	0
December 2019	5,438	2,062	4,019	58	0
% Change	-7.23%	-2.04%	-4.70%	-84.48%	0.00%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Dec 2021	42,601	20,046	62,410	372	125,429
Jan-Dec 2019	65,058	22,734	57,750	553	146,095
% Change	-34.52%	-11.82%	8.07%	-32.73%	-14.15%

# Hollywood Burbank Airport

REVENUE PASSENGERS	December			January - December		
	2021	2020	% Change	2021	2020	% Change
Signatory Airlines						
Alaska Airlines	39,719	8,973	342.65%	369,009	174,812	111.09%
American Airlines	33,411	11,267	196.54%	333,760	184,907	80.50%
Avelo Airlines	38,291	0	N/A	275,082	0	N/A
Delta Airlines	14,465	6,449	124.30%	157,960	77,016	105.10%
Flair Airlines	971	0	N/A	1,204	0	N/A
Frontier Airlines	15,033	0	N/A	78,628	0	N/A
JetBlue Airways	12,504	0	N/A	80,542	49,557	62.52%
Southwest Airlines	297,514	63,128	371.29%	2,311,317	1,362,522	69.64%
Spirit Airlines	6,361	2,280	178.99%	49,638	46,942	5.74%
United Airlines	12,096	3,350	261.07%	75,831	99,592	-23.86%
<b>Total Revenue Passengers</b>	<b>470,365</b>	<b>95,447</b>	<b>392.80%</b>	<b>3,732,971</b>	<b>1,995,348</b>	<b>87.08%</b>
Inbound (deplaned)	237,208	46,530	409.80%	1,871,772	998,636	87.43%
Outbound (enplaned)	233,157	48,917	376.64%	1,861,199	996,712	86.73%

AIRCRAFT OPERATIONS	December			January - December		
	2021	2020	% Change	2021	2020	% Change
<b>Landings &amp; Takeoffs</b>						
Air Carrier	5,045	2,070	143.72%	42,601	34,044	25.14%
Air Taxi	2,020	1,303	55.03%	20,046	15,582	28.65%
General Aviation	2,136	1,782	19.87%	28,719	24,035	19.49%
Military Itinerant	9	20	-55.00%	372	422	-11.85%
<b>Subtotal</b>	<b>9,210</b>	<b>5,175</b>	<b>77.97%</b>	<b>91,738</b>	<b>74,083</b>	<b>23.83%</b>
<b>Pass Through BUR Airspace</b>						
Civil Local	1,694	2,042	-17.04%	33,691	31,274	7.73%
Military Local	0	0	N/A	0	0	N/A
<b>Subtotal</b>	<b>1,694</b>	<b>2,042</b>	<b>-17.04%</b>	<b>33,691</b>	<b>31,274</b>	<b>7.73%</b>
<b>Total Aircraft Operations</b>	<b>10,904</b>	<b>7,217</b>	<b>51.09%</b>	<b>125,429</b>	<b>105,357</b>	<b>19.05%</b>

**Air Carrier:** Scheduled commercial air carrier operations; including cargo operators

**Air Taxi:** Smaller aviation operators such as charters, commuter carriers or on-demand operators

**General Aviation:** Civil aviation operations for personal use

**Military Itinerant:** Military aviation activities

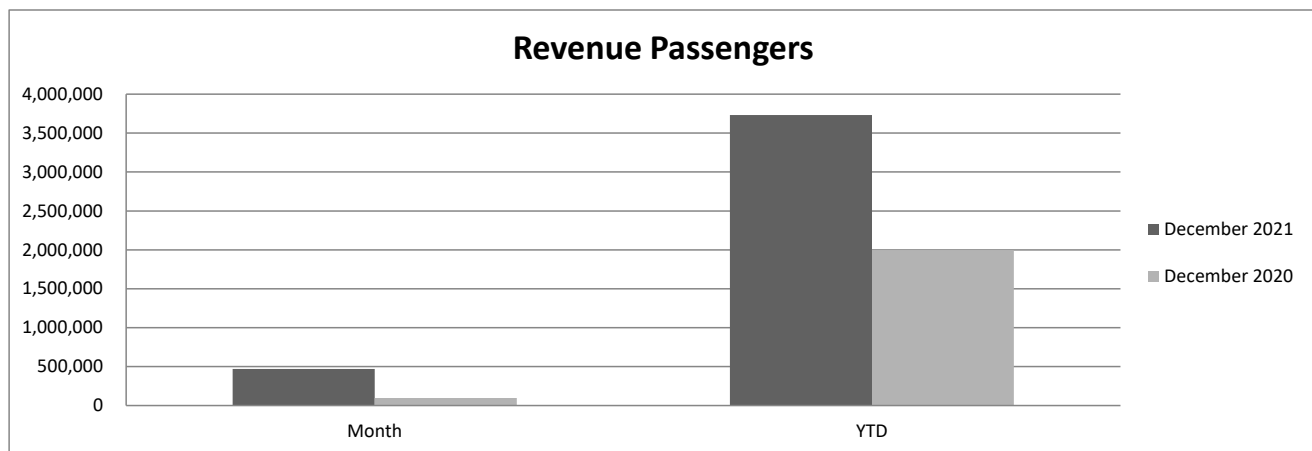
**Civil Local:** Civil aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR.

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

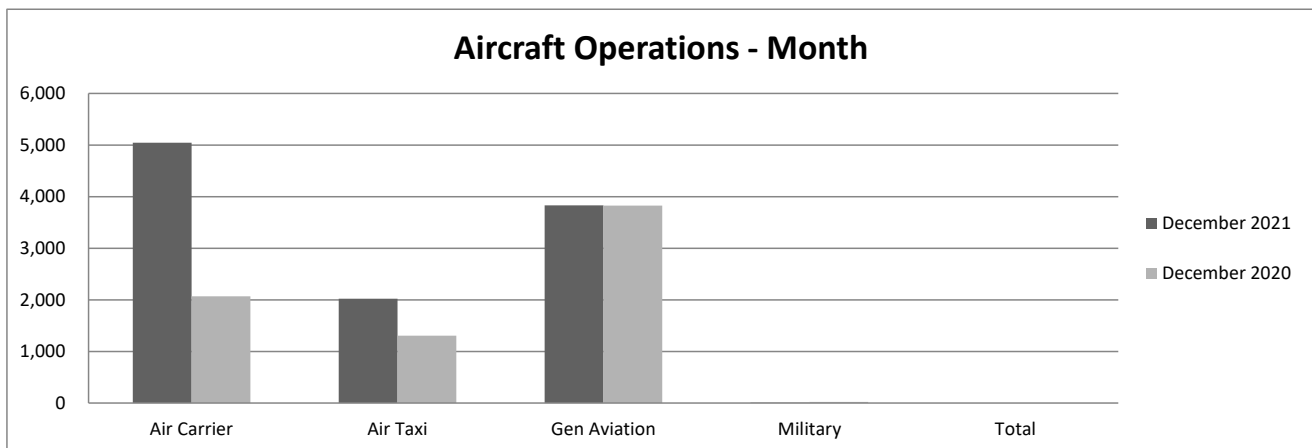
## Hollywood Burbank Airport

AIR CARGO (lbs.)	December			January - December		
	2021	2020	% Change	2021	2020	% Change
Signatory Airlines						
Alaska Airlines	161	1,400	-88.50%	7,693	8,550	-10.02%
American Airlines	20	0	N/A	1,673	2,793	-40.10%
Avelo Airlines						
Delta Airlines	0	0	N/A	0	49,078	-100.00%
Flair Airlines						
Frontier Airlines						
JetBlue Airways						
Southwest Airlines	315,971	103,208	206.15%	2,697,241	1,394,578	93.41%
Spirit Airlines						
United Airlines	0	0	N/A	0	1,106	-100.00%
Other Scheduled Carriers						
Federal Express	4,502,956	5,152,109	-12.60%	52,149,016	52,754,594	-1.15%
United Parcel Service	5,175,641	5,699,739	-9.20%	50,587,159	55,620,652	-9.05%
Charter/Contract Carriers						
Ameriflight	245,019	312,169	-21.51%	2,427,117	3,300,693	-26.47%
<b>Total Air Cargo</b>	<b>10,239,768</b>	<b>11,268,625</b>	<b>-9.13%</b>	<b>107,869,899</b>	<b>113,132,044</b>	<b>-4.65%</b>
Inbound (deplaned)	5,145,503	5,647,383	-8.89%	53,199,911	58,594,470	-9.21%
Outbound (enplaned)	5,094,265	5,621,242	-9.37%	54,669,988	54,537,574	0.24%

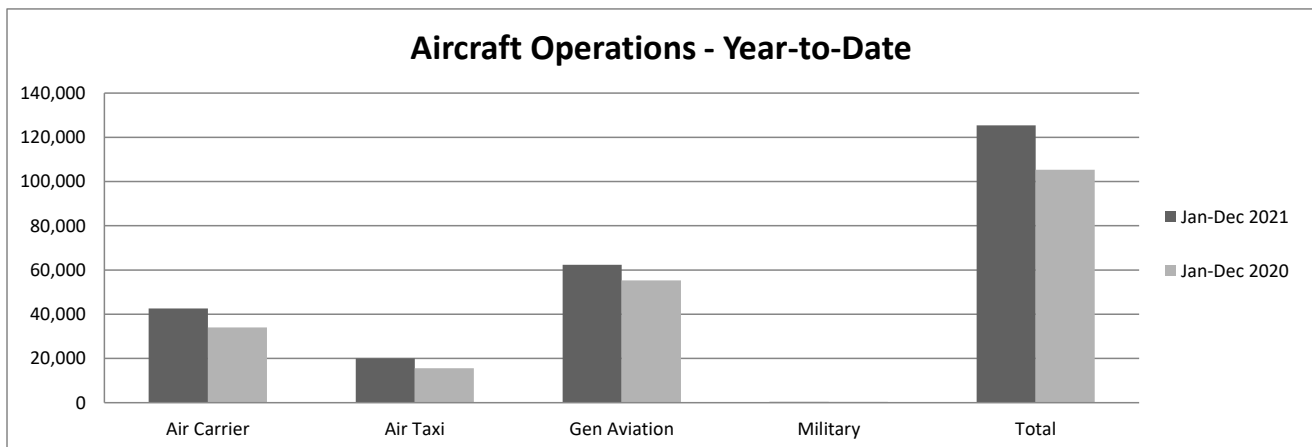
MAIL (lbs.)	December			January - December		
	2021	2020	% Change	2021	2020	% Change
American Airlines	0	0	N/A	0	6,032	-100.00%
<b>Total Mail</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>0</b>	<b>6,032</b>	<b>-100.00%</b>
Inbound (deplaned)	0	0	N/A	0	3,016	-100.00%
Outbound (enplaned)	0	0	N/A	0	3,016	-100.00%



Revenue Passengers	Month	YTD
December 2021	470,365	3,732,971
December 2020	95,447	1,995,348
% Change	392.80%	87.08%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
December 2021	5,045	2,020	3,830	9	0
December 2020	2,070	1,303	3,824	20	0
% Change	143.72%	55.03%	0.16%	-55.00%	0.00%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Dec 2021	42,601	20,046	62,410	372	125,429
Jan-Dec 2020	34,044	15,582	55,309	422	105,357
% Change	25.14%	28.65%	12.84%	-11.85%	19.05%