



June 16, 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, June 20, 2022, 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, June 20, 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, June 20, 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) May 16, 2022 *[See page 1]*
 - (ii) March 21, 2022 *[See page 3]*
 - 2) Finance and Administration Committee
 - (i) May 25, 2022 *[See page 5]*
 - (ii) May 16, 2022 *[See page 6]*
 - (iii) May 12, 2022 *[See page 9]*
 - (iv) May 2, 2022 *[See page 10]*
 - 3) Legal, Government and Environmental Affairs Committee
 - (i) May 16, 2022 *[See page 12]*
 - b. Commission Minutes
(For Approval)
 - 1) June 6, 2022 *[See page 14]*
 - c. Office Space Sublease with Atlantic Aviation
Office Sub-Sublease with Jacobs Project Management Co. *[See page 19]*
 - d. AB 361 Findings for Special Brown Act Requirements for
Teleconference Meetings *[See page 22]*

6. ITEMS FOR COMMISSION APPROVAL

- a. Award of Agreement Extension
Self-Park Management Services and Valet Parking Services ***[See page 24]***
- b. Amendment No. 2 to Professional Services Agreement
Trifiletti Consulting, Inc. ***[See page 26]***
- c. National Auto Fleet Group Change Order
Replacement Vehicles Acquisition Authorization ***[See page 30]***
- d. Standing and Ad Hoc Advisory Committee
Structure and Functions Review ***[See page 34]***

7. ITEMS FOR COMMISSION DISCUSSION

- a. Progressive Design Build Method and Selection Process

8. ITEMS FOR COMMISSION INFORMATION

- a. April 2022 Passenger and Air Cargo Statistics ***[See page 52]***
- b. April 2022 Ground Transportation Statistics
- c. April 2022 Parking Revenue Statistics

9. 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)

10. EXECUTIVE DIRECTOR COMMENTS

11. COMMISSIONER COMMENTS

(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for a future meeting.)

12. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, June 20, 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 meetings of May 16, 2022, and March 21, 2022; approved minutes of the Finance and Administration Committee special meeting of May 25, 2022, the meeting of May 16, 2022, the special meeting of May 12, 2022, and the meeting of May 2, 2022; and approved minutes of the Legal, Government and Environmental Affairs Committee meeting of May 16, 2022, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. Draft minutes of the June 6, 2022, Commission meeting are attached for the Commission's review and approval.
- c. OFFICE SPACE SUBLEASE WITH ATLANTIC AVIATION; OFFICE SUB-SUBLEASE WITH JACOBS PROJECT MANAGEMENT CO. A staff report is included in the agenda packet. Staff seeks the Commission's approval of an Office Space Sublease ("Sublease") with Mercury Air Center-Burbank, Inc. dba Atlantic Aviation and an Office Space Sub-Sublease ("Sub-Sublease") with Jacobs Project Management Company in connection with the provision of on-Airport office space for the program management firm overseeing the Replacement Passenger Terminal Program. The proposed Sublease and Sub-Sublease are for 2,438 square feet of office space in Building 3 with associated parking in the Southwest Quadrant of the Airport.
- d. AB 361 FINDINGS FOR SPECIAL BROWN ACT REQUIREMENTS FOR TELECONFERENCE MEETINGS. A staff report is included in the agenda packet. Staff has placed this item on the agenda to give the Commission an opportunity to make the findings specified in AB 361 (2021) for special Brown Act requirements for teleconference meetings. These special requirements give local public agencies greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees. Pursuant to the motion passed at the May 16, 2022, meeting, the agenda for the July 18, 2022, meeting will include an item for the Commission to provide direction on the return to in-person Commission and Committee meetings at the Airport.

6. ITEMS FOR COMMISSION APPROVAL

- a. AWARD OF AGREEMENT EXTENSION – SELF-PARK MANAGEMENT SERVICES AND VALET PARKING SERVICES. A staff report is included in the agenda packet. At its meeting on June 6, 2022, the Operations and Development Committee voted

unanimously (3–0) to recommend that the Commission exercise the second of two one-year extension options available under the Agreement for Self-Park Management Services and Valet Parking Services with SP Plus Corporation. The base contract period was for three years beginning on July 1, 2018, and expired on June 30, 2021. The first extension period began on July 1, 2021, and expires on June 30, 2022. If approved, the second extension period will begin on July 1, 2022, and will expire on June 30, 2023.

- b. **AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT – TRIFILETTI CONSULTING, INC.** A staff report is included in the agenda packet. At its meeting on June 6, 2022, the Legal, Government and Environmental Affairs Committee voted (2–0, 1 absent) to recommend that the Commission approve Amendment No. 2 (“Amendment”) to the Professional Services Agreement (“PSA”) with Trifiletti Consulting Inc. The proposed Amendment would extend the term of the PSA from June 30, 2022, to October 31, 2022, to allow for the completion of the deliverables required to be submitted in compliance with the Memorandum of Understanding with the South Coast Air Quality Management District. The proposed Amendment does not increase funding. The funding needed to meet these tasks was approved under Amendment No. 1 to the PSA.
- c. **NATIONAL AUTO FLEET GROUP CHANGE ORDER; REPLACEMENT VEHICLES ACQUISITION AUTHORIZATION.** A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to execute a Change Order to an existing Purchase Order with National Auto Fleet Group for the acquisition of a second 2022 Ford Escape Plug-In Hybrid vehicle resulting in a total contract amount of \$80,977.

In addition, due to the current supply chain environment resulting in inventory shortages, long lead time delivery delays (4 – 6 months), and the need to respond without delay if replacement vehicles become available for purchase or pre-order to secure production priority, Staff seeks authorization to issue future Purchase Orders for any of the remaining six vehicles, included in the adopted FY 2023 budget, if vehicles become available in the aggregate not-to-exceed amount of \$434,000.

- d. **STANDING AND AD HOC ADVISORY COMMITTEE STRUCTURE AND FUNCTIONS REVIEW.** A staff report is included in the agenda packet. This item has been placed on the agenda at the request of Commissioners Dyson and Ovrom to allow the Commission to provide direction to Staff on standing and ad hoc advisory committee structure and functions.

7. ITEMS FOR COMMISSION DISCUSSION

- a. **PROGRESSIVE DESIGN BUILD METHOD AND SELECTION PROCESS.** No staff report attached. Jacobs Project Management Co., the Replacement Passenger Terminal Program Manager, will provide the Commission a presentation on the Progressive Design Build Method (“PDB”) and the selection process of a PDB Team which is compliance with the applicable Code of Federal Regulations and Federal Aviation Administration Advisory Circular.

8. ITEMS FOR COMMISSION INFORMATION

- a. APRIL 2022 PASSENGER AND AIR CARGO STATISTICS. A staff report is included in the agenda packet. The April 2022, passenger count of 513,138 was up 6% compared to April of 2019's 486,027 passengers. Also compared to April of 2019, air carrier aircraft operations in April 2022, increased 7.5%, while cargo volume was down 5%, at 8.2 million pounds.
- b. APRIL 2022 GROUND TRANSPORTATION. No staff report attached. Staff will update the Commission on Ground Transportation activities for the month of April 2022.
- c. APRIL 2022 PARKING REVENUE STATISTICS. No staff report attached. Staff will present parking revenue data for the month of April 2022.

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

MONDAY, MAY 16, 2022

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:31 a.m., by Commissioner Devine.

1. ROLL CALL

Present:	Commissioners Devine (via teleconference) and Commissioner Dyson
Absent:	Commissioner Hampton
Also Present:	Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Anthony DeFrenza, Director of Engineering and Maintenance

2. Approval of Agenda	The agenda was approved as submitted.
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3. Public Comment	There were no public comments.
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4. Approval of Minutes

a. March 21, 2022	The draft minutes of the March 21, 2022, Committee meeting were included in the agenda packet for review and approval. Due to lack of a quorum, this item will be brought back to the Committee at its next meeting on June 6, 2022. There were no objections from the Commissioners.
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b. May 2, 2022	The draft minutes of the May 2, 2022, Committee meeting were included in the agenda packet for review and approval.
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Motion	Commissioner Dyson moved approval of the May 2, 2022, Committee meeting minutes as amended. Commissioner Devine (via teleconference) seconded the motion.
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Motion approved	There being no objection, the motion was approved (2-0, 1 absent).
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5. Items for Approval

a. Award of Professional Services Agreement - AutoCAD, GIS, Graphic Display and Airport Planning Services

Staff sought a Committee recommendation to the Commission for the award of a Professional Services Agreement to Azrial Ltd. for continued AutoCAD, GIS, graphic display, and airport planning services.

Motion

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

Motion Approved

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

6. Items for Information

a. Committee Pending Items

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

7. Adjournment

There being no further business, the meeting adjourned at 8:38 a.m.

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

MONDAY, MARCH 21, 2022

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:37 a.m., by Commissioner Devine.

1. ROLL CALL

Present: Commissioners Devine (via teleconference) and Hampton (via teleconference)

Absent: None

Also Present: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Anthony Defrenza, Director of Engineering and Maintenance

2. Approval of Agenda

The agenda was approved as submitted.

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. February 7, 2022 Commissioner Hampton (via teleconference) moved approval of the minutes of the February 7, 2022, meeting seconded by Commissioner Devine (via teleconference). The motion was approved (2-0).

5. Items for Approval

**a. Award of Design-Build Contract
Runway 8 Precision Approach
Pathway Indicators Navigation
Aid Equipment Relocation**

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

- i) Award a design-build contract in the amount of \$385,583 to Vellutini Corporation dba Royal Electric Company ("Royal") for the design and construction services necessary to relocate the Runway 8 Precision Approach Pathway Indicators ("PAPI") navigation aid;
- ii) Authorize a project budget for construction management, contract administration and field observation for a not-to-exceed amount of \$65,000;
- iii) Authorize a project allowance for required FAA flight-checks and other required FAA services in the amount of \$65,000; and,
- iv) Authorize a project contingency of \$40,000.

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 (2-0).

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 8:53 a.m.

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

WEDNESDAY, MAY 25, 2022

A special meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:00 a.m., by Commissioner Selvidge.

1. ROLL CALL

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

Absent: None

Also Present: Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration

2. Approval of Agenda

Agenda was approved as presented.

Motion Commissioner Ovrom moved approval; seconded by Commissioner Najarian.

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

3. Public Comment

There were no public comments.

4. Items for Discussion

**a. Proposed Fiscal Year 2022/2023
("FY 2023") Budget**

Staff presented and discussed with the Committee a draft of the proposed FY 2023 budget.

Motion Commissioner Ovrom moved approval to recommend that the FY 2023 budget be presented to the Commission at its next meeting on June 6, 2022; seconded by Commissioner Najarian.

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

5. Adjournment

There being no further business to discuss, the meeting was adjourned at 10:33 a.m.

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

MONDAY, MAY 16, 2022

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 11:17 a.m., by Commissioner Selvidge.

1. ROLL CALL

Present:

Commissioners Selvidge (via teleconference),
Najarian (via teleconference), Ovrom

Absent:

NONE

Also Present:

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

Also present:

James Wilkinson, Columbia Threadneedle Investments (via teleconference); Ron Stahl, Columbia Threadneedle Investments (via teleconference); John Dempsey, Columbia Threadneedle Investments (via teleconference)

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.

4. Public Comment

There were no public comments.

Commissioner Selvidge announced that Item No. 7.a. would be addressed before Item No. 5.

7. Items for Discussion

**a. CTI Quarterly Investment Review
January 1, 2022 – March 31, 2022**

Staff introduced James Wilkinson, Ron Stahl and John Dempsey of Columbia Threadneedle Investments, the Authority's investment advisors, who participated via teleconference. Mr. Wilkinson and his colleagues presented an update on the status of the Authority's Operating and Passenger Facility Charge Quarterly Investment Portfolio reports ended March 31, 2022.

5. Treasurer's Report

a. March 2022

A copy of the March 2022 Treasurer's Report was included in the agenda packet for the Committee's review.

Motion

Commissioner Ovrom moved approval to recommend that the Commission note and file the March 2022 Treasurer's Report; seconded by Commissioner Najarian.

Motion Approved

A voice vote was taken to accommodate those attending via teleconference. There being no objection, the motion was unanimously approved (3-0) .

6. Items for Approval

a. Delux Public Charter Hangar Lease – Ameriflight Sublease Consent and Hangar Lease Amendment

Staff presented for Commission approval of interrelated contract documents involving two tenants, Ameriflight LLC and Delux Public Charter, LLC, located in the southwestern quadrant of the Airport.

The documents consist of: 1) Aviation Hangar Lease with Delux to provide for a lease of Hangar 2 until May 31, 2025, with a one-year extension option; 2) Consent to Sublease for Ameriflight's amended and restated sublease of ramp and automobile parking lot space to Delux; and, 3) Amendment No. 1 to the Aviation Hangar Lease with Ameriflight to extend the term to January 31, 2028, memorialize that the area subleased by Delux may be used for Delux's enplanement and deplanement operations, and incorporate Air Quality Improvement Plan measures.

Motion

Commissioner Ovrom moved approval, seconded by Commissioner Najarian.

Motion Approved

A voice vote was taken to accommodate those attending via teleconference. There being no objection, the motion was unanimously approved (3-0).

7. Items for Discussion (continued)

b. Fiscal Year 2022/2023 ("FY 2023") Budget Development

Staff continued to review with the Committee the proposed FY 2023 budget.

**c. Replacement Passenger Terminal
Financing Update**

Staff updated the Committee on information regarding the Replacement Passenger Terminal Financing.

d. Committee Pending Items

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

8. Adjournment

There being no further business to discuss, the meeting was adjourned at 11:59 a.m.

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

THURSDAY, MAY 12, 2022

A special meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 11:02 a.m., by Commissioner Selvidge.

1. ROLL CALL

Present:

Commissioners Selvidge (via teleconference),
Najarian (via teleconference), Ovrom

Absent:

NONE

Also Present:

Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director;
Kathy David, Deputy Executive Director, Finance and
Administration

2. Approval of Agenda

Agenda was approved as presented.

3. Public Comment

There were no public comments.

4. Item for Discussion

**a. Proposed Fiscal Year 2022/2023
("FY 2023") Budget**

Staff continued to review with the Committee the proposed FY 2023 Budget focusing on the proposed Operations and Maintenance expenditures.

Motion

Commissioner Ovrom moved approval, seconded by Commissioner Najarian.

Motion Approved

A voice vote was taken to accommodate those attending via teleconference. There being no objection, the motion was unanimously approved (3-0) that the budget be presented to the Airlines on May 17, 2022, for their approval.

5. Adjournment

There being no further business to discuss, the meeting was adjourned at 12:41 p.m.

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

MONDAY, MAY 2, 2022

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 11:35 a.m., by Commissioner Selvidge.

1. ROLL CALL

Present: Commissioners Selvidge (via teleconference),
Ovrom

Absent: Commissioner Najarian

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

Also Present:
Louis Choi, Public Resources Advisory Group
("PRAG") (via teleconference);
Geoff Wheeler, Ricondo & Associates (via
teleconference)

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.

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. April 18, 2022

Draft minutes for the April 18, 2022, Finance and Administration Committee meeting were presented for approval.

Motion

Commissioner Selvidge moved approval, seconded by Commissioner Ovrom.

Motion Approved

The minutes were approved (2–0, 1 absent).

6. Items for Discussion

a. Fiscal Year 2022/2023 (“FY 2023”) Budget Development

Staff presented and discussed with the Committee the proposed FY 2023 budget with a focus on operating revenue projections.

b. Replacement Passenger Terminal Financing Update

Staff introduced Mr. Louis Choi, PRAG (via teleconference) and Geoff Wheeler, Ricondo & Associates (via teleconference) both of whom gave a presentation on the Project/Financing Timeline for the Replacement Passenger Terminal.

7. Items for Information

a. Committee Pending Items

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

8. Adjournment

There being no further business to discuss, the meeting was adjourned at 12:40 p.m.

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

MONDAY, MAY 16, 2022

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 11:20 a.m., by Commissioner Agajanian.

1. ROLL CALL

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

Absent: None

Also Present: Staff: Frank Miller, Executive Director;
Patrick Lammerding, Deputy Executive Director,
Planning and Development; Pamela Marcello, Senior
Director, Government and Public Affairs; Nerissa
Sugars, Director, Communications and Air Service

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

4. Public Comment There were no public comments.

5. Approval of Minutes

a. May 2, 2022 Commissioner Gabel-Luddy moved approval of the
minutes of the May 2, 2022 meeting, seconded by
Commissioner Williams. There being no objection, a
voice vote was taken to accommodate the
Commissioners participating via teleconference.
The motion was approved (3-0).

6. Items for Discussion

a. California Legislative Update

Staff updated the Committee on the current legislation under consideration in Sacramento.

7. Items for Information

a. Committee Pending Items

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

8. Closed Session

The meeting recessed to closed session at 11:43 a.m. to consider the items listed on the closed session agenda, and to confer with legal counsel.

**a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(California Government Code Section 54956.9(d)(1))**

Name of Case: City of Los Angeles v. FAA et al. (Case No. 21-71170)

The meeting reconvened to open session at 11:55 a.m. with all three Commissioners present. No reportable action was taken on the presented item.

9. Adjournment

There being no further business, the meeting was adjourned at 11:56 a.m.

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

MONDAY, JUNE 6, 2022

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:02 a.m., by Commissioner Devine.

1. ROLL CALL

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

Absent: NONE

Also Present: Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration

Also Present:
Terence Boga, Esq., Authority General Counsel

3. APPROVAL OF AGENDA

The agenda was approved as presented.

Commissioner Agajanian moved approval of the agenda; seconded by Commissioner Williams.

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

NOES: NONE

ABSENT: NONE

2. PLEDGE OF ALLEGIANCE

Commissioner Gabel-Luddy led the Pledge of Allegiance.

4. PUBLIC COMMENT

There were no public comments.

5. CONSENT CALENDAR

a. Committee Minutes (For Note and File)

1) Operations and Development Committee

(i) May 2, 2022

Approved minutes of the May 2, 2022, Operations and Development Committee meeting were included in the agenda packet for information purposes.

2) Legal, Government and Environmental Affairs Committee

(i) May 2, 2022

Approved minutes of the May 2, 2022, Legal, Government and Environmental Affairs Committee meeting were included in the agenda packet for information purposes.

b. Commission Minutes (For Approval)

1) May 16, 2022

A copy of the draft minutes of the May 16, 2022, meeting were included in the agenda packet for review and approval.

2) May 2, 2022

A copy of the draft minutes of the May 2, 2022, meeting were included in the agenda packet for review and approval.

c. Treasurer's Report

1) March 2022

At its meeting on May 16, 2022, the Finance and Administration Committee reviewed the March 2022 Treasurer's Report and voted unanimously (3–0) to accept the report and recommend to the Commission for note and file.

d. Determinations Regarding AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings

Included in the agenda package was a report on AB 361 which details the findings specified in AB 361 (2021) for special Brown Act requirements for teleconference meetings.

MOTION

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

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), Agajanian (via teleconference), Gabel-Luddy

(via teleconference), Najarian (via teleconference), Selvidge (via teleconference), Ovrom (via teleconference) , Williams, Hampton (via teleconference), Dyson

NOES: Commissioner Dyson (Item No. 5.d.)

ABSENT: NONE

6. ITEMS FOR COMMISSION APPROVAL

a. Delux Public Charter Hangar Lease – Ameriflight Sublease Consent and Hangar Lease Amendment

Staff presented to the Commission for its approval interrelated contract documents involving two tenants, Ameriflight LLC and Delux Public Charter, LLC, located in the southwestern quadrant of the Airport.

The documents consisted of: 1) Aviation Hangar Lease with Delux to provide for a lease of Hangar 2 until May 31, 2025, with a one-year extension option; 2) Consent to Sublease for Ameriflight's amended and restated sublease of ramp and automobile parking lot space to Delux; and, 3) Amendment No. 1 to the Aviation Hangar Lease with Ameriflight to extend the term to January 31, 2028, memorialize that the area subleased by Delux may be used for Delux's enplanement and deplanement operations, and incorporate Air Quality Improvement Plan measures.

MOTION

Commissioner Hampton moved approval; seconded by Commissioner Agajanian.

MOTION APPROVED

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

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

NOES: NONE

ABSENT: NONE

b. Review of the Proposed Fiscal Year 2022/2023 ("FY 2023") Annual Budget; and Proposed Resolution 494, A Resolution of the Burbank-Glendale-Pasadena Airport Authority

Staff presented the proposed FY 2022/2023 ("FY 2023") annual budget. Staff also presented proposed Authority Resolution No. 494 adopting the FY 2023 budget. At the May 25, special meeting of the Finance and Administration Committee ("Committee"), the Committee voted unanimously (3–0) to recommend to

**Commission Adopting the
Fiscal Year 2022/2023 (“FY
2023”) Annual Budget**

the Commission that it approve the proposed FY 2023 annual budget.

MOTION

Commissioner Hampton moved approval; seconded by Commissioner Selvidge.

MOTION APPROVED

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (8–0, 1 absent).

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

NOES: NONE

ABSENT: Commissioner Najarian

7. CLOSED SESSION

The meeting convened to Closed Session at 10:22 a.m.

**a. THREAT TO PUBLIC SERVICES OR FACILITIES
(California Government Code Section 54957(a)
Consultation with Director of Public Safety**

**b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(California Government Code Section 54956.9(d)(1))**

Name of Case: City of Los Angeles v. FAA et al. (Case No. 21-71170)

Name of Case: Burbank-Glendale-Pasadena Airport Authority v California High Speed Rail Authority (Case No. 34-2022-80003821)

**Meeting Reconvened to
Open Session**

The meeting reconvened to open session at 11:00 a.m. with all Commissioners present. Counsel disclosed that on May 4, 2022, there was an initial settlement meeting regarding Burbank-Glendale-Pasadena Airport Authority v California High Speed Rail Authority (Case No. 34-2022-80003821) with settlement discussion ongoing.

Closed Session Report

There was nothing more to report from Closed Session.

**8. EXECUTIVE DIRECTOR
COMMENTS**

The Executive Director updated the Commission on progress involving the Request for Qualifications (“RFQ”) for a Professional Design Builder for the Replacement Passenger Terminal. After posting the RFQ on the Planet Bids website, more than 100

downloads were noticed. Questions are being taken and answered.

Commissioner Ovrom requested that comments regarding updates on the Replacement Passenger Terminal ("RPT") be placed as an agenda item rather than being listed under Executive Director Comments. It was determined that updates will continue to be given under the Executive Director Comments item.

Commissioner Gabel-Luddy requested clarification on the process involving Planet Bids.

Commissioner Ovrom inquired about receiving a budget and schedule from Jacobs, the Program Manager for the RPT. Staff stated that Jacobs will be making a presentation in the near future.

9. COMMISSIONER COMMENTS
(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for a future meeting)

No Commssioner Comments were given.

10. Adjournment

The meeting was adjourned at 11:03 a.m.

Paula Devine, President

Felicia Williams, Secretary

Date

Date

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 20, 2022**

**OFFICE SPACE SUBLEASE WITH ATLANTIC AVIATION
OFFICE SUB-SUBLEASE WITH JACOBS PROJECT MANAGEMENT CO.**

Prepared by
John T. Hatanaka
Senior Deputy Executive Director

SUMMARY

Staff seeks the Commission's approval of an Office Space Sublease ("Sublease") with Mercury Air Center- Burbank, Inc. dba Atlantic Aviation ("Atlantic") and an Office Space Sub-Sublease ("Sub-Sublease") with Jacobs Project Management Company ("Jacobs") in connection with the provision of on-Airport office space for the program management firm overseeing the Replacement Passenger Terminal ("RPT") Program. The proposed Sublease and Sub-Sublease are for 2,438 square feet of office space in Building 3 with associated parking in the Southwest Quadrant of the Airport. Copies of the proposed Sublease and Sub-Sublease are attached.

As there is a value in locating the Jacobs team on Airport premises as soon as possible, this item is being placed directly on the Commission agenda for consideration.

BACKGROUND

On April 27, 2022, the Commission approved the substitution of the program management firm for the RPT Program and awarded a Professional Service Agreement ("PSA"), attached hereto for reference, to Jacobs. The PSA is Task Order-based, and has a five year term and a \$42 million contract limit.

Per Exhibit D, Section C(6) of the PSA, the Authority is required to reimburse Jacobs for office expenses. That provision states: "Reimbursement for office expenses not covered in the overhead shall be made for the actual costs for purchases, rent, utilities, permit fees, license fees, taxes, if any, improvements to leased office space, electrical or telephone installation or rearranging, security and janitorial services, office supplies or any other costs or expenses related to such rented, purchased or leased facility and required by Program Manager in performance of its services as well as any non-labor costs expended by Program Manager."

In early May, Jacobs asked staff about temporary on-Airport office space and parking for its program management team. Having Jacobs close to the project location is advantageous as staff will have quick accessibility to the team and be able to work closely with them.

Staff reached out to Atlantic, the Authority's Building 3 tenant pursuant to a Development Ground Lease dated May 1, 1997, and negotiated a sublease for office space. It is proposed that, rather than reimburse Jacobs for off-Airport office space expenses, the Authority will sub-sublease that Building 3 office space to Jacobs.

Prior to the Building 3 office space being made available to Jacobs, staff will undertake the necessary improvements for occupancy. These improvements are cleaning, painting, replacement of carpet, installation of an ADA ramp and fencing of the designated parking spaces. The cost of these improvement is estimated at \$30,000.

DETAILS

The key components of the proposed Sublease between the Authority and Atlantic are as follows:

Location:	Office space in Building 3 (2,438 square feet)
Use:	Temporary support space for Jacobs' program management team
Term:	Twelve (12) months with a month-to-month extension
Rent:	\$499.79 per month, or \$5,997.48 per year
Termination:	30-days' prior written notice
Other:	Authority is responsible for providing and paying for janitorial services related to the subleased premises. Authority shall pay Atlantic for electricity, water and gas based on the ratio of the area of the subleased premises to the area of the building.

The key components of the proposed Sub-Sublease between the Authority and Jacobs are as follows:

Location:	Office space in Building 3
Use:	Temporary support space for Jacobs' program management team
Term:	Twelve (12) months with a month-to-month extension
Rent:	Authority responsibility per terms of the PSA
Termination:	30-days' prior written notice
Other:	Jacobs is responsible for obtaining its internet, phone and janitorial services which, per the terms of the PSA, are reimbursable expenses back to Jacobs.

The use of this space is temporary. Upon an award of contract to a Progressive Design Build team ("PDB"), the PDB will be required to provide space for the Program Manager to co-locate its operation with the PDB.

FUNDING

The cost of the space and improvements are within the current appropriations for Task Order No. 1 with Jacobs.

RECOMMENDATION

Staff recommends that the Commission approve the proposed Sublease with Atlantic and the proposed Sub-Sublease with Jacobs to support the RPT Program and authorize the Executive Director to execute same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 20, 2022**

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

Prepared by Terence Boga, Esq.
General Counsel

SUMMARY

Staff has placed this item on the agenda to give the Commission an opportunity to make the findings specified in AB 361 (2021) for special Brown Act requirements for teleconference meetings. These special requirements give local public agencies greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees. Pursuant to the motion passed at the May 16, 2022, meeting, the agenda for the July 18, 2022, meeting will include an item for the Commission to provide direction on the return to in-person Commission and Committee meetings at the Airport.

BACKGROUND

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

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

In order for a local public agency to be subject to the AB 361 special Brown Act requirements for teleconference meetings, a legislative body of a local public agency first

must make a finding that it has “reconsidered” the circumstances of a declared state of emergency. Second, the legislative body must find that such emergency continues to directly impact the ability of the legislative body’s members to meet in person. Alternatively, for the second finding, the legislative body must find that state or local officials continue to impose or recommend social distancing measures. These findings must be made within 30 days after the legislative body teleconferences for the first time under AB 361 and every 30 days thereafter. The Commission last made these findings on June 6, 2022. As the Commission’s next regular meeting will be on July 18, 2022, this item has been agendized so that the Authority can remain compliant with the 30-day requirement without having to call a special meeting.

Governor Newsom is rolling back his COVID-19 Executive Orders in phases, but he has left his COVID-19 state of emergency declaration in effect. Furthermore, the State of California and the County of Los Angeles have recommended measures to promote social distancing. Thus, the California Division of Occupational Safety and Health still requires that employers provide training on the effectiveness of physical distancing in the workplace. Additionally, the Los Angeles County Department of Public Health continues to recommend that employers take steps to reduce indoor crowding and to enable employees and visitors to physically distance from each other.

RECOMMENDATION

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

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 20, 2022**

**AWARD OF AGREEMENT EXTENSION
SELF-PARK MANAGEMENT SERVICES
AND
VALET PARKING SERVICES**

Presented by Tom Janowitz
Senior Manager, Ground Access

SUMMARY

At its meeting on June 6, 2022, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission exercise the second of two one-year extension options available under the Agreement for Self-Park Management Services and Valet Parking Services (“Agreement”) with SP Plus Corporation (“SP+”). The base contract period was for three years beginning on July 1, 2018, and expired on June 30, 2021. The first extension period began on July 1, 2021, and expires on June 30, 2022. If approved, the second extension period will begin on July 1, 2022, and will expire on June 30, 2023.

BACKGROUND

The Agreement was initially awarded to SP+ through a competitive process on May 7, 2018, with services commencing on July 1, 2018. As stated above, the Agreement is for three years with two one-year extension options.

The overall performance by SP+ during the term of the Agreement has been satisfactory with all required obligations for self-park management and valet parking services met. In January 2022, with SP+ guidance, the Authority raised parking rates in Lot A, Lot C, Short Term Parking Structure, and Valet, resulting in an increase in overall parking revenue.

The COVID-19 pandemic has impacted the parking operation at the Airport. SP+ has worked with Staff to address the rapidly changing environment with the re-opening of remote parking lots in the first half of FY 2022 due to increased passenger activity and demand for on-airport parking services. To that end, Staff and SP+ continue to review changes to reflect the evolving airport parking operating environment. SP+ is a proactive partner with the Airport in responding to the continuing impact of the COVID-19 pandemic.

The estimated current year (FY 2022) cost of these services is \$4,800,000 which reflects 1) pass-through costs of labor including the reinstatement of staffing authorized by the Commission in October 2021, 2) supplies and 3) a specified management fee. For the proposed one-year extension a not-to-exceed amount of \$5,493,171 is requested. The increase over FY 2022 includes 1) a full year of reinstated staffing levels, 2) the union-employee wage increases under the Collective Bargaining Agreement between SP+ and Teamsters Local 911, and 3) the State of California minimum wage requirement. This not-to-exceed appropriation request has been programmed into the adopted FY 2023 Budget.

As the request is to exercise the second of two one-year extension options, Staff during the fiscal year will issue a Request for Proposals for these parking services.

RECOMMENDATION

At its meeting on June 6, 2022, the Committee voted unanimously (3–0) to recommend that the Commission exercise the second of two one-year extension options under the Agreement and authorize Staff, per the Agreement, to notify SP+ of the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 20, 2022**

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
TRIFILETTI CONSULTING, INC.**

Presented by Patrick Lammerding
Deputy Executive Director, Planning and Development

SUMMARY

At its meeting on June 6, 2022, the Legal, Government and Environmental Affairs Committee (“Committee”) voted (2–0, 1 absent) to recommend that the Commission approve Amendment No. 2 (“Amendment”) to the Professional Services Agreement (“PSA”) with Trifiletti Consulting Inc. (“Trifiletti”). The proposed Amendment would extend the term of the PSA from June 30, 2022, to October 31, 2022, to allow for the completion of the deliverables required to be submitted in compliance with the Memorandum of Understanding (“MOU”) with the South Coast Air Quality Management District (“SCAQMD”). The proposed Amendment does not increase funding. The funding needed to meet these tasks was approved under Amendment No. 1 to the PSA.

BACKGROUND

On May 2, 2022, the Commission approved Amendment No. 1 to the PSA with Trifiletti in the amount of \$43,000, bringing the total not-to-exceed contract value to \$96,000. The increase in funding authorization set forth in Amendment No. 1 provides additional support services required to comply with the MOU and monitor MOU-related and airport-related regulatory actions at the SCAQMD. As a reminder, the services include the development of required emissions inventories and a mandatory annual progress report for the calendar year 2021, which was due on June 1, 2022. Additional services also include representation of the Authority at all mandatory meetings with the SCAQMD.

While the Authority’s annual progress report was submitted to the SCAQMD on June 1, 2022, Staff recently met with SCAQMD personnel and was advised that meetings regarding the Authority’s 2021 annual progress report will continue through October 31, 2022. Presentations to SCAQMD personnel will be scheduled in July, with the Authority’s annual progress report to be presented to the SCAQMD’s Airport Working Group in September and to the SCAQMD’s Mobile Source Committee in October. The SCAQMD is scheduled to submit all airports’ 2021 annual progress reports to the Environmental Protection Agency on November 1, 2022. No additional funding is required for services from Trifiletti. However the PSA currently has an expiration date of June 30, 2022, therefore this request is to provide for an extension of the term to October 31, 2022.

FUNDING

No additional funding is required for this Amendment. Funding is available for the cost of these services in the adopted FY 2022 budget with appropriations requested for the continuation of these services in the adopted FY 2023 budget.

RECOMMENDATION

At its meeting on June 6, 2022, the Committee voted (2–0, 1 absent) to recommend that the Commission approve the proposed Amendment with Trifiletti to extend the term of the PSA to October 31, 2022, and authorize the President to execute the same.

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT**
(Burbank-Glendale-Pasadena Airport Authority / Trifiletti Consulting, Inc.)

This Amendment No. 2 (“Second Amendment”) to the August 16, 2021 Professional Services Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Trifiletti Consulting, Inc. (“Consultant”), a California corporation, is dated June __, 2022 for reference purposes.

R E C I T A L S

- A. The parties executed the Agreement to provide for the Authority’s retention of Consultant as an independent contractor to provide the following professional services: environmental, entitlement, land use, sustainability, and governmental consulting.
- B. The parties have executed a May 2, 2022 Amendment No. 1 (“First Amendment”) to the Agreement to: (i) expand the scope of services; and (ii) increase the contract limit.
- C. The parties desire to amend the Agreement to extend the term to October 31, 2022.

NOW, THEREFORE, the parties agree as follows:

- 1. Amendment of Section 3.** Paragraph A of Section 3 (Term) of the Agreement is amended to read as follows:

“A. This Agreement shall be effective August 16, 2021 and shall expire on October 31, 2022 unless terminated by either party pursuant to paragraph (B) below.”

- 2. Counterparts.** This Second 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.
- 3. Effective Date.** This Second Amendment shall be effective upon execution.
- 4. Preservation of Agreement.** Except as expressly modified by this Second Amendment, all of the provisions of the Agreement (as amended by the First Amendment) shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the provisions of the Agreement (as amended by the First Amendment), the provisions of this Second Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

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

Trifiletti Consulting, Inc.



By: _____

By: _____

Print Name: Lisa Trifiletti_____

Print Name: _____

☐ Chairperson ☒ President ☐ Vice President

☐ Secretary ☐ Asst. Secretary

☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

Burbank-Glendale-Pasadena Airport Authority

Paula Devine, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 20, 2022**

**NATIONAL AUTO FLEET GROUP CHANGE ORDER
REPLACEMENT VEHICLES ACQUISITION AUTHORIZATION**

Presented by
John T. Hatanaka
Senior Deputy Executive Director

SUMMARY

Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to execute a Change Order to an existing Purchase Order with National Auto Fleet Group for the acquisition of a second 2022 Ford Escape Plug-In Hybrid vehicle resulting in a total contract amount of \$80,977 (see attached quote).

In addition, due to the current supply chain environment resulting in inventory shortages, long lead time delivery delays (4 – 6 months) and the need to respond without delay if replacement vehicles become available for purchase or pre-order to secure production priority. Staff seeks authorization to issue future Purchase Orders for any of the remaining six vehicles, included in the adopted FY 2023 budget, if vehicles become available in the aggregate not-to-exceed amount of \$434,000.

BACKGROUND

After deferring a majority of vehicle acquisitions during the pandemic, at the direction of the Commission towards its Air Quality Improvement Plan (“AQIP”) goals, the FY 2023 adopted budget includes appropriations in the aggregate amount of \$524,000 for the acquisition of two hybrid vehicles and six Level 3 combustion engine medium duty vehicles. These eight vehicles support public safety, operations, maintenance, and administration. These types of vehicles have been selected as they represent the best environmentally available alternative to meet the Airport’s operational requirements pending the installation of EV charging infrastructure to support the future goal of transitioning to an electric fleet.

The Authority’s policy is that any acquisition in excess of \$75,000 requires Commission approval prior to entering into a contract or purchase order.

Staff became aware of the availability of two 2022 Ford Escape Plug-In Hybrid vehicles to replace sedans that are on the Authority’s AQIP plan for retirement. Each vehicle (including sales tax) is \$40,488. Due to the limitation of the \$75,000 maximum signatory authority, Staff issued a Purchase Order to acquire one (\$40,488) and was able to obtain a Change Order option by the vendor for a second vehicle subject to the approval by the Commission this month. Therefore, this Staff Report requests approval to acquire a second vehicle via a Change Order resulting in a revised Purchase Order amount of \$80,977. The FY 2023 budget includes \$90,000 in appropriations for these two vehicles.

In addition, due to the time sensitive need to respond quickly when vehicles are available, Staff seeks authorization to issue Purchase Orders for the remaining six vehicles if during

the fiscal year vehicles are offered for sale and remain within adopted FY 2023 budget appropriations of \$434,000. While current lead time from Purchase Order issuance to delivery is 4 – 6 months, once vehicle availability is announced, there is a limited time window to place an order. Without the proposed pre-authorization, Staff may not be able to place a request on the Commission meeting agenda in time and can potentially lose a chance at obtaining a place in the production line for what is forecasted to be a limited inventory of new vehicles in the following year.

DETAILS

Through the master vehicle contract #120716-NAF between Sourcewell (formerly known as National Joint Power Alliance) and National Auto Fleet Group, Staff has been able to obtain value price proposals for replacement vehicles that meet the specifications, needs and purpose of the vehicle for airport operations. The master vehicle contract also includes installation of all emergency lights, control units and Kevlar, where applicable.

The Authority has previously acquired vehicles under this contract, as do a number of local area municipal agencies.

FUNDING

The recently adopted FY 2023 budget includes appropriations in the amount of \$90,000 for the two hybrid vehicles and \$434,000 for an additional six Level 3 combustion engine vehicles to support public safety, operations, maintenance and administration. The total amount of appropriations for vehicles included in the FY 2023 budget amounts to \$524,000.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to authorize: 1) issuance of a Change Order to the existing Purchase Order with National Auto Fleet Group adding a second vehicle resulting in the acquisition of two 2022 Ford Escape Plug-In Hybrid vehicles in the total amount of \$80,977; and 2) authorize Staff to issue Purchase Orders for the remaining six vehicles if they become available with an aggregate not-to-exceed amount of \$434,000 utilizing National Auto Fleet Group master contract pricing.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

2627 Hollywood Way
BURBANK, CALIFORNIA 91505

INVOICE IN TRIPLICATE
SHOW ORDER NUMBER ON
EACH PACKAGE

PURCHASE ORDER

No. A7132

DATE	REQ. NO.	CONTRACT NO.	PREFERENCE RATING	CHARGE TO
06/09/2022				40501 / 9010

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72 HOUR LLC, DBA NATIONAL AUTO FLEET GROUP
490 AUTO CENTER DRIVE
WATSONVILLE, CA 95076
ATTN: JESSE COOPER, ACCT. MANAGER

T: 855-289-6572, E: Fleet@NationalAutoFleetGroup.com

WORK TO BE COMPLETED BY

SHIP TO ARRIVE

NOV.30,2022

SHIP TO

AIRPORT MAINTENANCE DEPT.
7901 SAN FERNANDO ROAD
SUN VALLEY, CA 91352

CONFIRMING

F.O.B.

DESTINATION

TERMS

NET 30

SHIPPING POINT

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	DISC	TOTAL
			<p>THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY (MEMBER ID 66801) IS A MEMBER OF SOURCEWELL COOPERATIVE PURCHASING ADVANTAGES ("SCPA"), AN ASSOCIATION OF GOVERNMENT AGENCIES WHOSE PURPOSE IS THE PROCUREMENT OF SPECIFIC ITEMS AT LEVERAGE VOLUME PRICING. THE AUTHORITY'S MEMBERSHIP ALLOWS FOR PARTICIPATION IN SCPA'S NATIONAL COOPERATIVE CONTRACT WITH 72 HOUR LLC DBA NATIONAL AUTO FLEET GROUP FOR ITS OFFERINGS OF VEHICLES, CARS, VANS, SUVS AND LIGHT TRUCKS WITH RELATED EQUIPMENT/ACCESSORIES AND SERVICES. SPCA CONTRACT NUMBER: 091521-NAF.</p> <p>72 Hour LLC, dba National Auto Fleet Group (Seller") shall provide one (1) fully equipped new 2022 Ford Escape SE Plug-In Hybrid FWD vehicle to the Burbank-Glendale-Pasadena Airport Authority ("Buyer") per the above referenced Sourcewell contract and the attached quoted dd. June 8, 2022. Delivery shall be by November 30, 2022.</p> <p>--The terms and conditions of the Sourcewell referenced contract shall prevail in the purchase of these vehicles.</p> <p>--Buyer's Option: Buyer has the option to purchase a 2nd identical, new 2022 Ford Escape SE Plug-In Hybrid FWD, subject to the approval of the Airport Authority Commission ("Commission") on June 20, 2022. Written notice of exercise of the Option (in the form of a change order to this P.O.), if approved by the Commission, shall be delivered to the Seller no later than June 24, 2022.</p> <p>Note: For Delivery, please contact Marco Rodriguez (Fleet Supervisor) at 818-337-9491 or via email to MRODRIGUEZ@bur.org.</p> <p>Not To Exceed Total P.O. Value:</p> <p>=====</p> <p>Please send invoices to the following address: Burbank-Glendale-Pasadena Airport Authority 2627 Hollywood Way, Burbank, CA 91505 Attn: Marco Rodriguez</p>			\$40,488.45

Page 1 Of 1

INSTRUCTIONS

- A. Please sign and return acknowledgment copy immediately.
B. Invoice in triplicate, showing purchase order, item, and part numbers on all invoices, and mark one "Original."
C. Taxes payable by Buyer to Seller must be itemized on invoice.
D. Invoice must bear following certificate:
"We hereby certify that these goods were produced in compliance with all applicable requirements of section 6,7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."
E. Packing List must show purchase order and item numbers. MARK PACKING LIST AND INVOICE COVERING FINAL SHIPMENT "ORDER COMPLETED"
F. Include packing list in each shipment. Show bill of lading or express receipt number and purchase order number on all packages. Mark each container to show number of containers in shipment (such as 1 of 3). Attach list to number one container. Show purchase order number on all paper.
G. DO NOT declare value on express or air shipments, not insure parcel post, if Buyer's risk.
H. Buyer is exempt from Federal Excise Tax.
I. The following certification shall appear on all packing lists unless specifically excepted: "Material and/or parts furnished on this order have been manufactured in accordance with all applicable instructions and specifications."

THIS ORDER CONSISTS OF THE NUMBER OF PAGES SPECIFIED ABOVE, AND IS SUBJECT TO THE ABOVE INSTRUCTIONS AND THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Purchasing Agent

VENDOR'S COPY



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

6/8/2022

Quote ID: **20221R1RL49-5**

Order Cut Off Date: **On-Order**

Ms Alisa DeHoyos
Hollywood-Glendale-Pasadena Airport Authority

2627 N Hollywood Way,
Burbank California, 91505

Dear Ms Alisa DeHoyos,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Five (5) New/Unused (2022 Ford Escape (U0E) SE Plug-In Hybrid FWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	\$36,955.00	\$36,126.04	2.243 %	\$72,252.08	\$4,144.80
Tax (10.2500 %)		\$3,702.91		\$7,405.83	
Tire fee		\$8.75		\$17.50	
Delivery		\$350.75		\$701.50	
1 additional key		\$300.00		\$600.00	
Total		\$40,488.45		\$80,976.91	

- per the attached specifications. On order units are subject to prior sale until receipt of a purchase order.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 20, 2022**

**STANDING AND AD HOC ADVISORY COMMITTEE
STRUCTURE AND FUNCTIONS REVIEW**

Presented by Terence Boga, Esq.
General Counsel

SUMMARY

This item has been placed on the agenda at the request of Commissioners Dyson and Ovrom to allow the Commission to provide direction to Staff on standing and ad hoc advisory committee structure and functions.

BACKGROUND

A. Standing Advisory Committees

The Commission has had three standing advisory committees for most of the 45 years of the Authority's existence. These committees were established in June 1978 as the Finance Committee, the Legal Committee, and the Operations Committee. In January 1988, by Resolution No. 199 (copy attached as Exhibit 1), the Commission reconstituted the committees under the same names. Two months later, by Resolution No. 204 (copy attached as Exhibit 2), the Commission again reestablished the committees and adopted guidelines for their operation. In March 1996, the Commission adopted Resolution No. 311 (copy attached as Exhibit 3) to reestablish the committees a third time and to update the operating guidelines. The Commission reconstituted the committees a final time in October 1997 with the adoption of Resolution No. 334 (copy attached as Exhibit 4). That resolution defined the principal core functions of the committees and gave them their current names: Finance and Administration Committee; Legal, Government and Environmental Affairs Committee; and Operations and Development Committee.

B. Ad Hoc Advisory Committee

The Replacement Terminal Ad Hoc Committee is the Commission's only ad hoc advisory committee currently in existence. This committee was established on February 1, 2016 to work on matters associated with the Replacement Passenger Terminal ("RPT") Project. The staff report for the item (copy attached as Exhibit 5) stated that the committee's functions would "include providing direction to Staff and consultants on issues related to the environmental impact report, development agreement, and entitlements for the project." Since the conclusion of those matters and the Measure B voter approval, the committee has worked on other matters associated with the RPT Project such as recommendations to the Commission for a preliminary geotechnical investigation, the project delivery method, and the program manager procurement. Most recently, the committee met on May 19, 2022 to review the Request for Qualifications for the progressive design-build services procurement, which is now underway.

C. Current Committee Assignments

The table below shows the membership of the three standing advisory committees and the ad hoc advisory committee:

Committee	Type	Members
Finance and Administration	Standing	Commissioner Najarian, Commissioner Ovrom, Commissioner Selvidge
Legal, Government and Environmental Affairs	Standing	Commissioner Agajanian, Vice President Gabel-Luddy, Commissioner Williams
Operations and Development	Standing	President Devine, Commissioner Dyson, Commissioner Hampton
Replacement Terminal	Ad Hoc	Vice President Gabel-Luddy, Commissioner Najarian, Commissioner Selvidge

DISCUSSION ITEMS

Any issue related to standing and ad hoc advisory committee structure and functions that is of interest to the Commission may be discussed as part of this agenda item. As a starting point for the discussion, Staff suggests that the Commission address the following questions:

- *Should the principal core functions of the standing committees be revised?*

The principal core functions of the standing committees have not changed from the roles and assignments set forth almost 25 years ago in Exhibit A of Resolution No. 334. Although that resolution draws clear distinctions with respect to some responsibilities, there are areas where the lines between the standing committees are less clear. A recent example is the wages and payroll cost reimbursement for TBI Airport Management, Inc. that the Commission approved on April 4, 2022, on recommendation of the Legal, Government and Environmental Affairs Committee. This item could have been submitted to any of the standing committees under the following assignment categories of Resolution No. 334:

- "Oversee major legal issues involving the Authority that the Commission as a whole does not monitor." (Legal, Government and Environmental Affairs Committee)
- "Review, monitor and make recommendations relating to the Authority financial affairs, including, without limitation, capital and operating budgets and grant applications." (Finance and Administration Committee)

- “Review and make recommendations relating to all major Airport operating issues, including, but not limited to, traffic, transportation, safety and security.” (Operations and Development Committee)

Thus, Staff seeks direction from the Commission on whether the principal core functions of the standing committees should be revised.

- *Should the standing committee membership rotation policy be revised or eliminated?*

Section 3 of Resolution No. 334 established a Commission policy that standing committee memberships be periodically rotated. Pursuant to this resolution, the general rule is that an individual Commissioner may not serve on the same standing committee for more than three consecutive years. With the Commission’s approval, though, the President can extend any Commissioner’s membership on a standing committee due to “unique skills or experience required for special circumstances presented.” Historically, although the Commission reorganizes and selects a new President each year, the standing committee memberships have tended to remain constant absent a Commissioner being replaced by his or her appointing city council.

Thus, staff seeks direction from the Commission on whether the standing committee membership rotation policy should be revised or eliminated.

- *Should the Replacement Terminal Ad Hoc Committee be continued as is, be reestablished as a new standing committee, or be dissolved and have its functions transferred to an existing standing committee?*

The Replacement Terminal Ad Hoc Committee was formed approximately 6½ years ago and has held 23 meetings to date. Some might consider this to be an excessive period of existence for an ad hoc advisory committee. It is important to note, however, that the Brown Act does not set a specific limit on the duration of an ad hoc advisory committee or on the number of times that such a committee can meet. Rather, the statute declares that an ad hoc advisory committee is deemed to be a “legislative body” for purposes of open meeting requirements if the committee has a “continuing subject matter jurisdiction” or a fixed meeting schedule.

In the context of a complex, billion-dollar public works project like the RPT Project, a strong argument can be made that the duration of the Replacement Terminal Ad Hoc Committee is reasonable. This is particularly true given that the Commission suspended the RPT Project for 1½ years due to the pandemic. Constituting this committee as an ad hoc advisory committee affords flexibility that is not available if this committee were to be constituted as a standing advisory committee that is subject to the Brown Act’s open meeting requirements. Staff acknowledges, however, that a strong argument also can be made that open meeting discussion of RPT Project matters can serve a public interest.

Thus, Staff seeks direction from the Commission on whether the Replacement Terminal Ad Hoc Committee should be continued as is, be reestablished as a new standing committee, or be dissolved and have its functions transferred to an existing standing committee.

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RECOMMENDATION

Staff recommends that the Commission discuss and provide direction on standing and ad hoc advisory committee structure and functions. Depending on the direction given, Staff will prepare a resolution for Commission consideration at the next meeting.

Attachments:

- Exhibit 1: Resolution No. 199
- Exhibit 2: Resolution No. 204
- Exhibit 3: Resolution No. 311
- Exhibit 4: Resolution No. 334
- Exhibit 5: February 1, 2016 Staff Report

RESOLUTION NO. 199

A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY RECONSTITUTING THE ADVISORY
COMMITTEES OF THE AUTHORITY

WHEREAS, in June 1978, the Burbank-Glendale-Pasadena Airport Authority established three committees designated the Finance Committee, the Legal Committee and the Operations Committee, consisting of three members each, with one member appointed from each of the municipal members of the Authority; and

WHEREAS, such committees have performed the functions of acquiring and reviewing information of importance to the Authority and, based upon such information, providing recommendations for action by the full Authority Commission; and

WHEREAS, it has become apparent to the Authority Commission that, in order to assure compliance with applicable provisions of the Ralph M. Brown Act, such committees should be formally reconstituted by the Authority Commission and that guidelines should be established for the operation of said committees so that they can operate effectively in an advisory capacity;

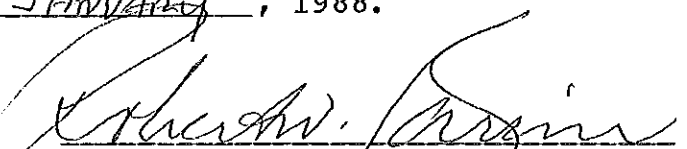
NOW, THEREFORE, BE IT RESOLVED by the Authority Commission as follows:

1. That three separate committees, continuing under respective designations as the Finance Committee, the Legal Committee and the Operations Committee, shall be maintained by the Authority for the purpose of providing advisory positions to the full Authority Commission on matters of importance to the Authority;

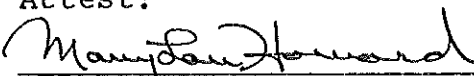
2. That each advisory committee shall consist of three members of the Authority Commission, one each from the three municipal members of the Authority; and

3. That the general areas of concern for each committee and related operational parameters and procedures shall be set forth in guidelines to be prepared by the Authority staff for review and approval by the Authority Commission and inclusion in the Commissioner Information Manual.

ADOPTED, this 4th day of January, 1988.


President of the Commission
of the Burbank-Glendale-Pasadena
Airport Authority

Attest:


Secretary of the Commission


STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

I, Thomas E. Greer do hereby certify that the foregoing resolution was duly and regularly adopted by the Commission of the Burbank-Glendale-Pasadena Airport Authority at a meeting held on the 4th day of January, 1988, by the following vote:

AYES: Garcin, Ayers, Meseck, Heckman, Parcher,
 Howard, Bowman, Robinwon, Schwarzenbach

NOES: None

ABSENT: None


Assistant Secretary

RESOLUTION NO. 204

A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY REESTABLISHING ADVISORY COMMITTEES
AND ADOPTING COMMITTEE OPERATION GUIDELINES

WHEREAS, three advisory committees, Finance, Legal and Operations, have been established by the Airport Authority;

WHEREAS, it is the desire of the Commission of the Airport Authority to ensure committee activities and deliberations are in conformance with applicable state law; and

WHEREAS, the Commission wishes to establish guidelines which will govern the advisory and other ad hoc or special committees.

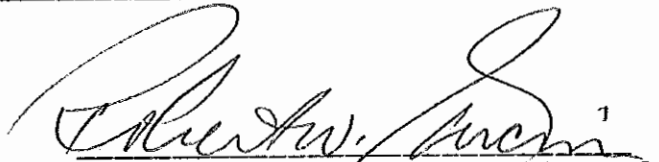
NOW, THEREFORE, BE IT RESOLVED that the Commission of the Burbank-Glendale-Pasadena Airport Authority hereby 1) reestablishes the Finance, Legal and Operations Committees as advisory committees for the benefit of the operation of the Airport Authority; 2) adopts the following enumerated committee guidelines; and 3) instructs staff to publish the guidelines in the Commissioner Information Manual.

1. To the extent possible, Commission members will be assigned to the advisory committee for which they are best qualified by reason of expertise or interest. No Commission member shall serve on more than one advisory committee at a time, except that a member can serve on an advisory committee and another ad hoc or special purpose committee other than Finance, Legal and Operations Committees.
2. The President of the Commission shall appoint committee members annually at the first regular meeting following the election of Commission officers. The President shall make assignments to special purpose or ad hoc committees or fill vacancies as necessary.
3. The primary functions of the advisory committees are to review matters of importance and to report thereupon to the full Commission. The report of each committee meeting shall include the deliberations of the committee, including any recommendation for action by the Commission.
4. Matters for consideration by any advisory committee can be referred to such committee by motion of a Commission member, written request of any Commission member through President, or written request of the Authority staff as the case may be. Additionally, a member of any such committee may initiate consideration of a matter, so long as it is

determined that such matter is not already under consideration by another committee. In this regard, different facets of the same matter can be assigned to or reviewed by different committees at the same time, but deliberations upon the general matter itself must be limited to a single committee.

5. On matters of greatest importance and potential controversy, it is preferred that such matters be first considered by the full Commission and subsequently assigned to an appropriate committee.
6. A committee cannot exercise or usurp the authority of the full Commission by taking an action upon a matter which could be deemed a final or complete action and which would not be subject to review and action by the full Commission. In this regard, the failure of a committee to report upon a matter which has been considered by that committee to the full Commission could be deemed an "action" and should therefore not occur.
7. A committee member should not discuss a matter under consideration by that committee with a member of another committee, unless during consideration by the full Commission in public session. In this regard, commissioners, whether as part of committee activities or ongoing Commission deliberations, should not "poll" other commissioners outside of the view of the public if such "polling" could result in consideration of a matter by a quorum of the Commission.

ADOPTED, this 7th day of March, 1988.


President of the Commission of
the Burbank-Glendale-Pasadena
Airport Authority

Attest:


Secretary

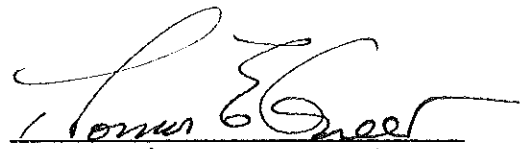
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

I, Thomas E. Greer do hereby certify that the foregoing resolution was duly and regularly adopted by the Commission of the Burbank-Glendale-Pasadena Airport Authority at a meeting held on the 7th day of March, 1988, by the following vote:

AYES: Garcin, Ayers, Meseck, Heckman, Parcher,
 Howard, Bowman, Robinwon, Schwarzenbach

NOES: None

ABSENT: None


Assistant Secretary

RESOLUTION NO. 311

A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY COMMISSION REESTABLISHING ADVISORY
COMMITTEES AND UPDATING COMMITTEE OPERATION GUIDELINES

WHEREAS, in June 1978, the Commission of the Burbank-Glendale-Pasadena Airport Authority established three advisory committees, designated the Finance Committee, the Legal Committee and the Operations Committee, consisting of three members each, with one appointee of each of the cities of Burbank, Glendale and Pasadena serving on each advisory committee; and

WHEREAS, those three committees were reconstituted in January 1988 upon passage of Resolution No. 199 by the Commission; and

WHEREAS, in March 1988, the Commission adopted Resolution No. 204 reestablishing these advisory committees and adopting committee operation guidelines for advisory and ad hoc or special committees; and

WHEREAS, the Commission wishes to revise the guidelines which govern the advisory and ad hoc or special committees, especially as those guidelines pertain to representation of commissioners from each of the appointing cities on committees and the number of committees on which one commissioner may serve.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Finance Committee, the Legal Committee and the Operations Committee are hereby reconstituted and reestablished as standing advisory committees of the Commission as provided in and subject to the provisions of Resolution No. 199 and Resolution No. 204;

2. That all standing advisory committees and ad hoc or special committees be appointed by the President of the Commission at either a regular or a special meeting of the Commission;

3. That all committee tasks or referrals to committee be assigned at a regular or special Commission meeting and that a standing advisory committee member -- as distinguished from an Ad Hoc or Special Committee member -- may also request of the Committee on which he/she sits to have a matter agendaized for the Committee on which he/she sits;

4. That all commissioners be provided prior written notice of any and all committee meetings, whether standing, ad hoc or special and simultaneously be provided a copy of the agenda.

5. That each and every committee appointment shall have equal representation from each of the appointing cities of the Authority;

6. That no commissioner of the Authority shall be appointed to serve concurrently on more than one standing committee and more than one ad hoc or special committee. Should the number of such committees exceeds six, in which case this limit on commissioner appointments shall be deemed modified to permit commissioners to serve on a greater number of committees consistent with the principle of equal representation set forth in paragraph 4 and the principle that commissioners who serve on a lesser number of committees should be appointed to new committees ahead of commissioners who serve on a greater number of committees until the number of commissioners on all committees is again equalized;

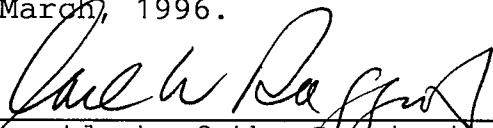
7. That all committees after each and every committee meeting present a report, oral and/or written at the next regular or special meeting of the full Commission.

8. No committee meeting may be cancelled or postponed unless and until the committee's chairperson or his/her designee has at least 24 hours prior to the act of cancellation/postponement contacted each committee member by telephone and FAX or personal contact stating the intent to cancel said committee meeting and setting forth the reason(s) for said cancellation/postponement. Any committee member* may in writing or on the record waive the 24 hour prior contact requirement.

9. That this Resolution shall be read in conjunction with Resolution No. 199 and Resolution No. 204, and any inconsistency or discrepancy that may arise between this Resolution and prior Resolutions and/or the Streator Report will be governed by this Resolution.

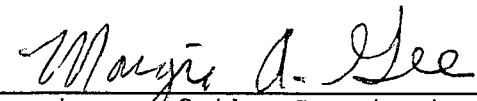
* This would only affect and therefore only apply to non-chairperson members.

ADOPTED, this 18th day of March, 1996.



President of the Commission
of the Burbank-Glendale-Pasadena
Airport Authority

Attest:



Secretary of the Commission

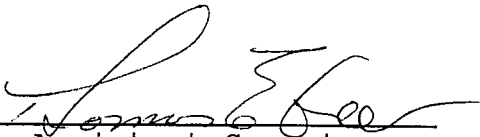
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

I, Thomas E. Greer, do hereby certify that the foregoing resolution was duly and regularly adopted by the Commission of the Burbank-Glendale-Pasadena Airport Authority at the meeting held on the 18th day of March, 1996, by the following vote:

Ayes: Berlin, Klengler, Streator, Meseck, Holden,
 Gee.

Noes: None.

Absent: Paparian, Raggio, Garcin.



Assistant Secretary

RESOLUTION NO. 334

A RESOLUTION OF THE BURBANK-GLENDALE-
PASADENA AIRPORT AUTHORITY COMMISSION
ESTABLISHING STANDING ADVISORY COMMITTEES
AND THEIR PRINCIPAL CORE FUNCTIONS

WHEREAS, at the regular meeting of the Burbank-Glendale-Pasadena Airport Authority (the "Authority") held on October 6, 1997, the Commissioners considered the Report of the Ad Hoc Committee on Committee Restructuring, a copy of which is attached to the Minutes of the meeting of October 6, 1997 (the "Report"); and

WHEREAS, certain of the recommendations in the Report were proposed to be modified and, as modified, the recommendations were moved and approved by vote of the Commissioners; and

WHEREAS, the Commissioners believe that it is desirable to set forth in this resolution the recommendations set forth in the Report, as modified and approved by the Commissioners.


NOW, THEREFORE, BE IT RESOLVED THAT

1. Establishment of Standing Advisory Committees. There shall be three standing advisory committees of the Commission, to be known as (i) the "Legal, Government and Environmental Affairs Committee," (ii) the "Finance and Administration Committee" and (iii) the "Operations and Development Committee." These standing advisory committees are intended to replace all existing standing advisory committees of the Commission, which are hereby terminated, both as to function and membership. The standing advisory committees shall advise and make recommendations to the Commission as a whole and shall have no authority to take action on behalf of or otherwise bind the Commission or the Authority.

2. Principal Core Functions of Standing Advisory Committees. Each standing advisory committee of the Commission shall have the role and assignments described in Exhibit A attached hereto, which shall constitute the principal core functions of the standing advisory committee, plus any other role and assignment which may be referred to the standing advisory committee by the Commission.


3. Rotating Committee Assignments. In order to allow for more experienced Commissioners, for individual Commissioners to serve on more than one standing advisory committee and for new Commissioners to have a wider choice of standing advisory committee assignments, it shall be the policy of the Commission that the period of time that an individual Commissioner may serve consecutively on the same standing advisory committee shall be limited as follows: (i) each existing Commissioner who is appointed initially to serve on one of the standing advisory committees established by Section 1 of this resolution shall not serve consecutively on such committee beyond June 30, 2000, and (ii) in all other cases an individual Commissioner shall not serve on the same standing advisory committee for more than three (3) consecutive years (in both cases, exclusive of any period of service on standing advisory committees prior to the adoption of this resolution). Notwithstanding the foregoing, in the event that the President of the Commission finds that there are unique skills or experience required for special circumstances presented, the President may extend the membership of any Commissioner on a standing advisory committee beyond three (3) consecutive years, with the approval of the full Commission.

ADOPTED, this 20th day of October, 1997.



President
Burbank-Glendale-Pasadena Airport Authority

Attest:



Secretary or Assistant Secretary

EXHIBIT A

The standing committees of the Authority shall have the following role and assignments:

Legal, Government and Environmental Affairs Committee shall:

- (a) Review and make recommendations relating to services that pertain to the principal core functions of the committee.

Consider, review and make recommendations relating to employing law firms and obtaining legal services.

- (c) Oversee major legal issues involving the Authority that the Commission as a whole does not monitor.

Oversee and make recommendations relating to all environmental issues, including, without limitation, the Authority's F.A.R. Part 150 noise impact study, residential and other sound insulation programs, and air quality.

- (e) Oversee and make recommendations relating to all proposed and enacted state and federal legislation or regulatory matters and issues that may affect the Authority or its operations.

- (f) Monitor and make recommendations relating to all state and federal government affairs, including lobbying activities on behalf of the Authority.

2 Finance and Administration Committee shall:

- (a) Review and make recommendations relating to services that pertain to the principal core functions of the committee.

Review and make recommendations relating to the awarding of all tenant space and ground leases.

Review, monitor and make recommendations relating to the Authority financial affairs, including, without limitation, capital and operating budgets and grant applications.

Monitor personnel administration and performance reviews

Monitor treasury activities

- (f) Review and make recommendations relating to parking rates and charges.

Review and monitor all operating and financial summary results.

Review auditors' reports and other financial consultants' reports

- (i) Review and recommend all major contracts for outside consulting services to the extent they apply to financial and administrative functions of the Authority.

3. Operations and Development Committee shall:

- (a) Review and make recommendations relating to services that pertain to the principal core functions of the committee.

Consider and make recommendations relating to all major maintenance and upgrade contracts.

- (c) Consider and make recommendations relating to all engineering, consulting and other services related to Airport operations.

Review and make recommendations relating to all land acquisitions and transactions.

- (e) Review and make recommendations relating to all major Airport operating issues, including, but not limited to, traffic, transportation, safety and security.

- (f) Review and make recommendations relating to an implementation plan for all major Airport capital improvements construction and demolition projects.

Review and make recommendations relating to marketing and advertising programs.

Participate in and make recommendations relating to programs for the development of additional air service tenants.

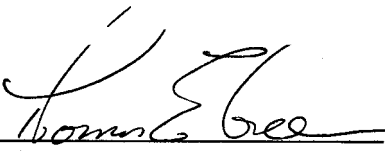
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, Thomas E. Greer, do hereby certify that the foregoing resolution was duly and regularly adopted by the Commission of the Burbank-Glendale-Pasadena Airport Authority at a meeting held on the 20th day of October, 1997 by the following vote:

AYES: Commissioners Raggio, Streator, Meseck, Briggs, Flynn

NOES: Commissioners Berlin, Paparian

ABSENT: Commissioners Klengler, Holden



Thomas E. Greer
Assistant Secretary

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FEBRUARY 1, 2016**

**REPLACEMENT TERMINAL
AD HOC COMMITTEE APPOINTMENTS**

SUMMARY

Staff seeks Commission approval of the creation of a Replacement Terminal Ad Hoc Committee and the Authority President's appointment of members to that Committee.

BACKGROUND

The Commission currently has no ad hoc committees. The most recent ad hoc committee was the Trust Property Ad Hoc Committee, which was formed last October to support the sale of the Trust Property. That committee dissolved upon the Authority's execution of a purchase and sale agreement to sell the Trust Property to Overton Moore Properties.

Staff believes it would be beneficial for the Commission to create a Replacement Terminal Ad Hoc Committee to work on matters associated with the replacement terminal project. These matters include providing direction to Staff and consultants on issues related to the environmental impact report, development agreement, and entitlements for the project. As with all ad hoc committees, the Replacement Terminal Ad Hoc Committee would be an advisory body and would not have final decision-making authority.

Commission Resolution No. 311 requires that the membership of each ad hoc committee have equal representation from the JPA member cities. Additionally, this resolution generally precludes Commissioners from serving on more than one standing committee and one ad hoc committee. As there are no existing ad hoc committees, this particular restriction is inapplicable to the selection of members for the proposed ad hoc committee.

STAFF RECOMMENDATION

Staff recommends that the Commission approve the creation of a Replacement Terminal Ad Hoc Committee and that the President appoint members to that Committee.

Hollywood Burbank Airport

REVENUE PASSENGERS			April			January - April		
	2022	2019	% Change	2022	2019	% Change		
Signatory Airlines								
Alaska Airlines	41,865	48,190	-13.13%	122,800	170,797	-28.10%		
American Airlines	29,511	31,145	-5.25%	103,989	110,192	-5.63%		
Avelo Airlines	32,703	0	N/A	116,656	0	N/A		
Delta Airlines	16,269	13,756	18.27%	57,322	68,706	-16.57%		
Flair Airlines	2,259	0	N/A	4,013	0	N/A		
Frontier Airlines	8,465	0	N/A	34,836	0	N/A		
JetBlue Airways	17,164	22,464	-23.59%	47,304	81,733	-42.12%		
Southwest Airlines	347,480	345,728	0.51%	1,127,322	1,330,965	-15.30%		
Spirit Airlines	7,085	0	N/A	27,809	19,832	40.22%		
United Airlines	10,337	24,744	-58.22%	42,213	101,052	-58.23%		
Total Revenue Passengers	513,138	486,027	5.58%	1,684,264	1,883,277	-10.57%		
Inbound (deplaned)	257,148	241,110	6.65%	842,677	939,324	-10.29%		
Outbound (enplaned)	255,990	244,917	4.52%	841,587	943,953	-10.84%		

AIRCRAFT OPERATIONS			April			January - April		
	2022	2019	% Change	2022	2019	% Change		
Landings & Takeoffs								
Air Carrier	5,487	5,104	7.50%	20,557	20,669	-0.54%		
Air Taxi	1,944	1,899	2.37%	7,260	7,670	-5.35%		
General Aviation	2,321	2,844	-18.39%	8,981	10,328	-13.04%		
Military Itinerant	49	53	-7.55%	131	166	-21.08%		
Subtotal	9,801	9,900	-1.00%	36,929	38,833	-4.90%		
Pass Through BUR Airspace								
Civil Local	2,179	2,220	-1.85%	9,365	8,956	4.57%		
Military Local		0	N/A	0	0	N/A		
Subtotal	2,179	2,220	-1.85%	9,365	8,956	4.57%		
Total Aircraft Operations	11,980	12,120	-1.16%	46,294	47,789	-3.13%		

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

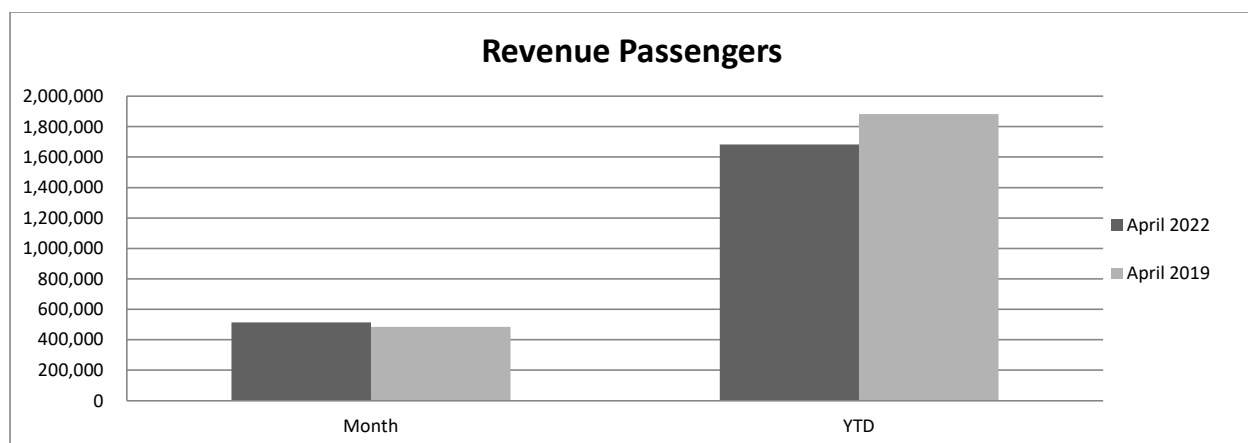
* 2019 Year-to-Date numbers include January - February 2020, and March - April 2019 totals.

Hollywood Burbank Airport

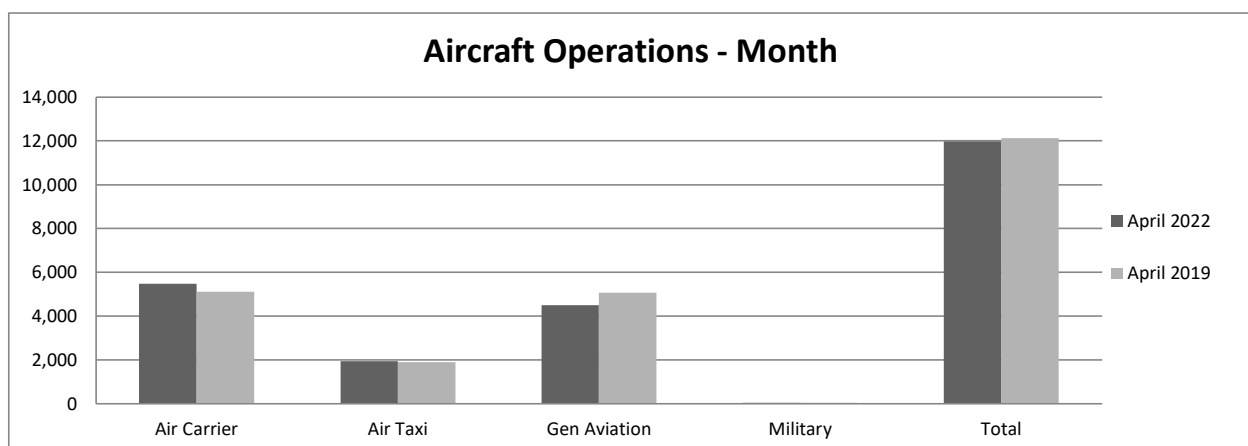
AIR CARGO (lbs.)	April			January - April		
	2022	2019	% Change	2022	2019	% Change
Signatory Airlines						
Alaska Airlines	1,432	697	105.45%	3,524	1,872	88.25%
American Airlines	0	11	N/A	310	29	968.97%
Avelo Airlines						
Delta Airlines						
Flair Airlines						
Frontier Airlines						
JetBlue Airways						
Southwest Airlines	167,590	162,698	3.01%	1,032,580	671,626	53.74%
Spirit Airlines						
United Airlines	0	0	N/A	0	1,075	-100.00%
Other Scheduled Carriers						
Federal Express	3,999,199	4,603,744	-13.13%	15,320,973	16,831,014	-8.97%
United Parcel Service	3,891,059	3,674,266	5.90%	15,899,041	15,866,981	0.20%
Charter/Contract Carriers						
Ameriflight	167,037	208,421	-19.86%	685,208	885,555	-22.62%
Total Air Cargo	8,226,317	8,649,837	-4.90%	32,941,636	34,258,152	-3.84%
Inbound (deplaned)	4,159,618	4,117,437	1.02%	16,481,680	17,252,909	-4.47%
Outbound (enplaned)	4,066,699	4,532,400	-10.27%	16,459,956	17,005,243	-3.21%

MAIL (lbs.)	April			January - April		
	2022	2019	% Change	2022	2019	% Change
American Airlines	0	0	N/A	0	6,032	-100.00%
Total Mail	0	0	N/A	0	6,032	-100.00%
Inbound (deplaned)	0	0	N/A	0	3,016	-100.00%
Outbound (enplaned)	0	0	N/A	0	3,016	-100.00%

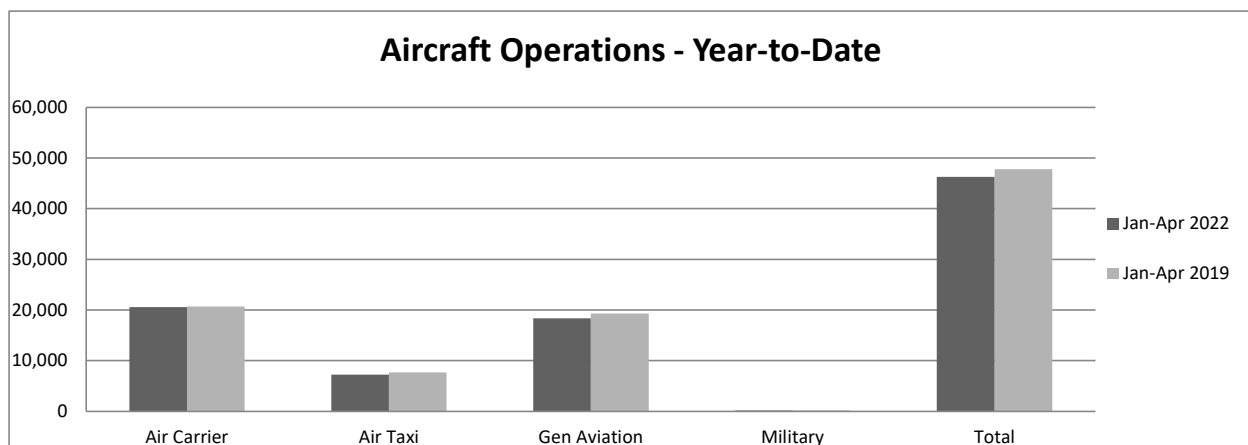
* 2019 Year-to-Date numbers include January - February 2020, and March - April 2019 totals.



Revenue Passengers	Month	YTD
April 2022	513,138	1,684,264
April 2019	486,027	1,883,277
% Change	5.58%	-10.57%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
April 2022	5,487	1,944	4,500	49	11,980
April 2019	5,104	1,899	5,064	53	12,120
% Change	7.50%	2.37%	-11.14%	-7.55%	-1.16%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Apr 2022	20,557	7,260	18,346	131	46,294
Jan-Apr 2019	20,669	7,670	19,284	166	47,789
% Change	-0.54%	-5.35%	-4.86%	-21.08%	-3.13%

Hollywood Burbank Airport

REVENUE PASSENGERS

	April			January - April		
	2022	2021	% Change	2022	2021	% Change
Signatory Airlines						
Alaska Airlines	41,865	20,835	100.94%	122,800	50,450	143.41%
American Airlines	29,511	22,200	32.93%	103,989	57,214	81.75%
Avelo Airlines	32,703	675	4744.89%	116,656	675	17182.37%
Delta Airlines	16,269	9,902	64.30%	57,322	29,879	91.85%
Flair Airlines	2,259	0	N/A	4,013	0	N/A
Frontier Airlines	8,465	0	N/A	34,836	0	N/A
JetBlue Airways	17,164	0	N/A	47,304	0	N/A
Southwest Airlines	347,480	112,826	207.98%	1,127,322	295,305	281.75%
Spirit Airlines	7,085	1,765	301.42%	27,809	7,527	269.46%
United Airlines	10,337	3,388	205.11%	42,213	9,817	330.00%
Total Revenue Passengers	513,138	171,591	199.05%	1,684,264	450,867	273.56%
Inbound (deplaned)	257,148	85,882	199.42%	842,677	227,308	270.72%
Outbound (enplaned)	255,990	85,709	198.67%	841,587	223,559	276.45%

AIRCRAFT OPERATIONS

	April			January - April		
	2022	2021	% Change	2022	2021	% Change
Landings & Takeoffs						
Air Carrier	5,487	2,189	150.66%	20,557	7,736	165.73%
Air Taxi	1,944	1,463	32.88%	7,260	5,209	39.37%
General Aviation	2,321	2,227	4.22%	8,981	8,065	11.36%
Military Itinerant	49	37	32.43%	131	116	12.93%
Subtotal	9,801	5,916	65.67%	36,929	21,126	74.80%
Pass Through BUR Airspace						
Civil Local	2,179	3,382	-35.57%	9,365	12,529	-25.25%
Military Local	0	0	N/A	0	0	N/A
Subtotal	2,179	3,382	-35.57%	9,365	12,529	-25.25%
Total Aircraft Operations	11,980	9,298	28.84%	46,294	33,655	37.55%

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

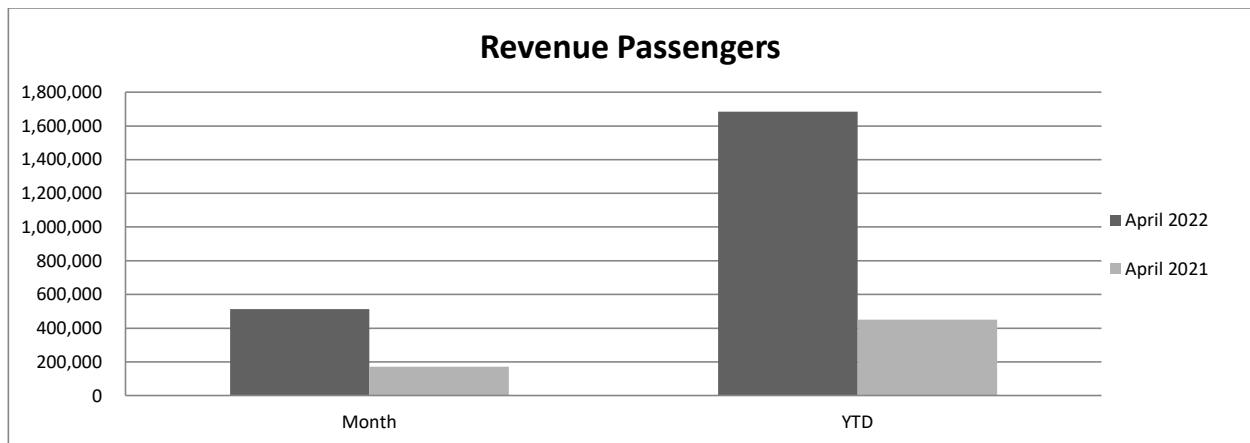
Civil Local: Civil aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR

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

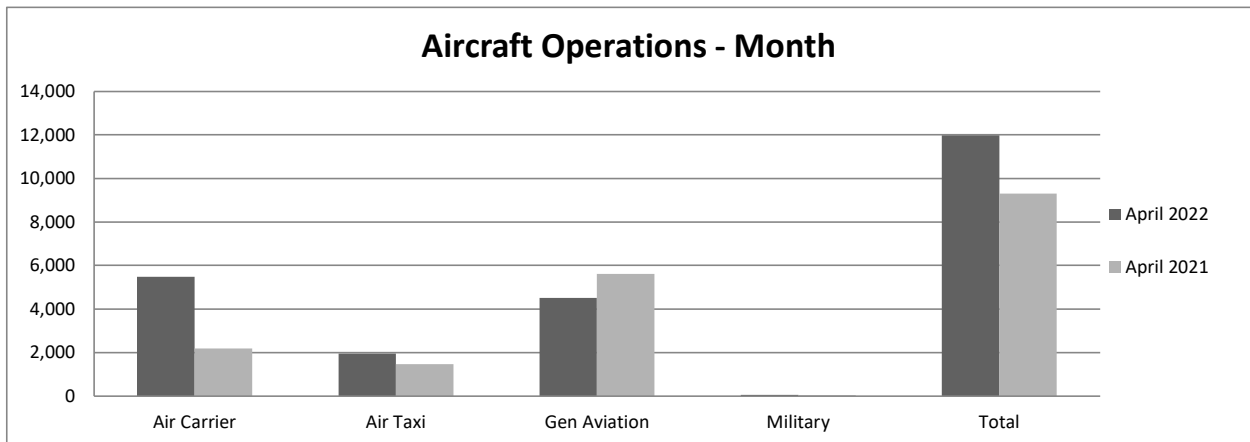
Hollywood Burbank Airport

AIR CARGO (lbs.)	April			January - April		
	2022	2021	% Change	2022	2021	% Change
Signatory Airlines						
Alaska Airlines	1,432	597	139.87%	3,524	2,253	56.41%
American Airlines	0	0	N/A	310	0	N/A
Avelo Airlines						
Delta Airlines						
Flair Airlines						
Frontier Airlines						
JetBlue Airways						
Southwest Airlines	167,590	172,117	-2.63%	1,032,580	484,012	113.34%
Spirit Airlines						
United Airlines						
Other Scheduled Carriers						
Federal Express	3,999,199	4,310,334	-7.22%	15,320,973	18,231,696	-15.97%
United Parcel Service	3,891,059	4,378,812	-11.14%	15,899,041	16,276,866	-2.32%
Charter/Contract Carriers						
Ameriflight	167,037	219,776	-24.00%	685,208	802,661	-14.63%
Total Air Cargo	8,226,317	9,081,636	-9.42%	32,941,636	35,797,488	-7.98%
Inbound (deplaned)	4,159,618	4,525,745	-8.09%	16,481,680	17,823,235	-7.53%
Outbound (enplaned)	4,066,699	4,555,891	-10.74%	16,459,956	17,974,253	-8.42%

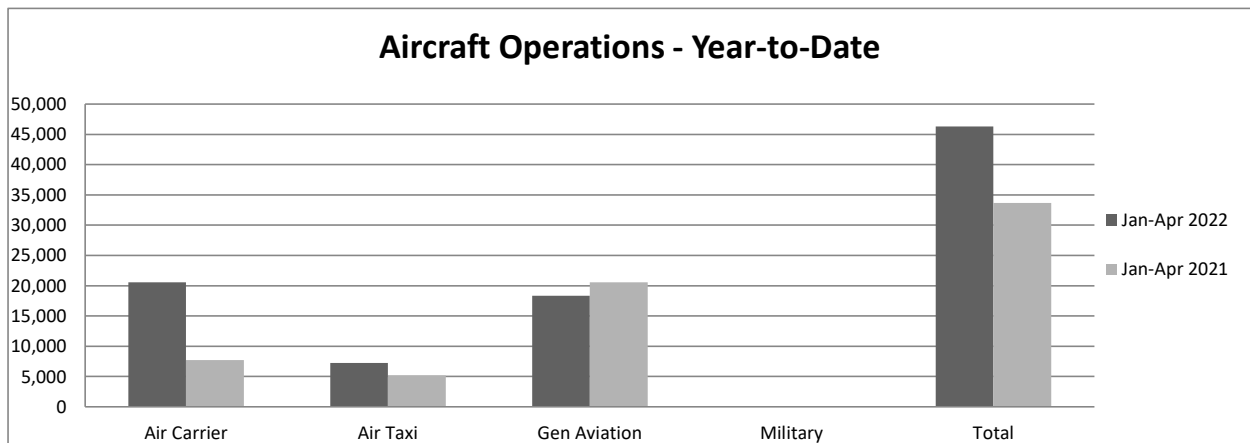
MAIL (lbs.)	April			January - April		
	2022	2021	% Change	2022	2021	% Change
	0	0	N/A	0	0	N/A
Total Mail	0	0	N/A	0	0	N/A
Inbound (deplaned)	0	0	N/A	N/A	0	N/A
Outbound (enplaned)	0	0	N/A	N/A	0	N/A



Revenue Passengers	Month	YTD
April 2022	513,138	1,684,264
April 2021	171,591	450,867
% Change	199.05%	273.56%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
April 2022	5,487	1,944	4,500	49	11,980
April 2021	2,189	1,463	5,609	37	9,298
% Change	150.66%	32.88%	-19.77%	32.43%	28.84%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Apr 2022	20,557	7,260	18,346	131	46,294
Jan-Apr 2021	7,736	5,209	20,594	116	33,655
% Change	165.73%	39.37%	-10.92%	12.93%	37.55%



**AGREEMENT FOR SELF-PARK MANAGEMENT SERVICES AND
VALET PARKING SERVICES**

BETWEEN

BURBANK - GLENDALE - PASADENA

AIRPORT AUTHORITY

AND

SP PLUS CORPORATION

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EXHIBIT LIST

<u>Exhibit Reference</u>	<u>Description</u>
Exhibit A	Parking Facilities
Exhibit B	Services
Exhibit C	Authority Responsibilities
Exhibit D	Budget
Exhibit E	Minimum Staffing
Exhibit F	FAA Grant Agreement Assurances – Nondiscrimination
Exhibit G	FAA Grant Agreement Assurances

**AGREEMENT FOR SELF-PARK MANAGEMENT SERVICES
AND VALET PARKING SERVICES**

This Agreement for Self-Park Management Services and Valet Parking Services ("Agreement") is made and entered into as of this 7th day of May, 2018, by and between the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY** ("the Authority"), a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale and Pasadena, California pursuant to the Joint Exercise of Powers Act, and **SP Plus Corporation** (SP+) ("Manager"), a Delaware corporation. The Authority and Manager are sometimes referred to herein individually as "a Party" and collectively as "the Parties."

RECITALS

- A. The Authority owns and operates the Hollywood Burbank Airport ("Airport").
- B. Manager has expertise in the performance of self-park management services and valet parking services at airports and comparable enterprises.
- C. The Authority desires to engage Manager to manage the Airport's self-park facilities and perform valet parking services at the Airport, all in accordance with this Agreement. Manager desires to accept such engagement.

NOW, THEREFORE, the Parties agree as follows:

1. **Definitions.**

1.1 "Annual Period" means (i) the period starting at Commencement and ending 11:59 p.m. June 30, 2019; and (ii) each subsequent twelve (12) calendar month period during the Term.

1.2 "Authority Confidential Information" means Authority documents and information that both (i) are designated in writing by the Authority as proprietary or confidential; and (ii) are given to, obtained by or prepared by Manager in connection with performance of the Services. "Authority Confidential Information" does not include documents or information that have been disclosed to the general public through no fault of Manager.

1.3 "Authority Insurance" means the Authority's Comprehensive General Aviation Liability (a.k.a. Airport Liability) insurance policy including the War, Hi-jacking and Other Perils write-back endorsement or comparable coverage, but only to the extent that such write-back endorsement or comparable coverage is commercially available.

1.4 "Budget" means the zero-based Operating Expenses budget prepared by Manager and approved by the Authority pursuant to Paragraph 4.4.3.

1.5 "Claims" means any and all claims, demands, actions, proceedings, causes of action, damages, judgments, awards, settlement amounts, penalties, fines, assessments, charges, fees, forfeitures, losses, liabilities, obligations, costs and expenses. "Claims" includes attorneys' fees.

- 1.6 "Commencement" means 12:01 a.m. July 1, 2018.
- 1.7 "Environmental Law" means all Law governing Toxic Materials or the environmental condition of soil, air or water.
- 1.8 "Event of Default" means an event specified in Sub-Section 10.1.
- 1.9 "Executive Director" means the Executive Director of the Authority or such person's designee.
- 1.10 "Expiration" means 11:59 p.m. June 30, 2021 or, if the Authority extends the Term pursuant to Sub-Section 11.1, the time and date of expiration of the Term as extended.
- 1.11 "FAA" means the Federal Aviation Administration.
- 1.12 "Government Agencies" means collectively federal, state, regional and local government entities. "Government Agency" means any one of the Government Agencies.
- 1.13 "Indemnitees" means collectively the Authority, TBI, the Cities of Burbank, Glendale and Pasadena, California and the respective commissioners, council members, officers, directors, employees, agents and representatives of the Authority, TBI and the Cities of Burbank, Glendale and Pasadena, California. "Indemnitee" means any one of the Indemnitees.
- 1.14 "Law" means all statutes, codes, rules, regulations, ordinances and orders (whether imposed by permit, license or otherwise) of all Government Agencies, including the Authority.
- 1.15 "Management Fee" means the fee described in Sub-Section 4.2 and payable to Manager pursuant to this Agreement.
- 1.16 "Manager Personnel" means collectively Manager's employees, sub-contractors and other Persons for whose acts Manager may be responsible. "Manager Employee" means any one of the Manager Personnel (including the Manager Representative) regardless of such Person's contractual relationship with Manager.
- 1.17 "Manager Representative" means the authorized representative of Manager specified in Sub-Section 5.4.
- 1.18 "Non-discrimination Regulations" means 49 Code of Federal Regulations Part 21 as amended from time to time.
- 1.19 "Operating Expenses" means the reimbursable expenses incurred by Manager in the performance of the Services.
- 1.20 "Parking Documents" means all original books, records, computer database information, computer disks and tapes, notes, reports, calculations, estimates and other materials provided to, obtained by or prepared by Manager in the performance of the Services. "Parking Documents" includes Authority Confidential Information.

- 1.21 "Parking Facilities" means the Airport parking facilities specified in Exhibit A.
- 1.22 "Parking Policies" means the Authority's operational policies for the Parking Facilities, the Services and the Airport.
- 1.23 "Parking Receipts" means the gross amount of all receipts (whether for cash, credit or otherwise) arising from operation of the Parking Facilities.
- 1.24 "Person" means an individual, trust, partnership, firm, corporation, limited liability company or other entity.
- 1.25 "Proposal": Manager's February 16, 2018 proposal submitted for the RFP.
- 1.26 "Revenue Control Equipment" means the equipment comprising the Skidata self-park and Computerized Valet Parking System (CVPS) revenue control systems for the Parking Facilities. "Revenue Control Equipment" includes the gates, validators, cash registers, ticket dispensers, video cameras and video recorders.
- 1.27 "RFP": Authority Request For Proposals No. LS17-01 and all addenda thereto.
- 1.28 "Services" means the self-park management services, valet parking services, and passenger and employee busing services specified in Exhibit B and Manager's other obligations under this Agreement.
- 1.29 "Short Term Parking Facilities" means collectively the Short Term Parking Lot and the Short Term Parking Structure.
- 1.30 "Term" means the term of this Agreement specified in Section 11.
- 1.31 "Termination" means the effective date and time of early termination of this Agreement by the Authority pursuant to Sub-Section 11.2.
- 1.32 "TBI" means TBI Airport Management, Inc., the manager of the Airport.
- 1.33 "Toxic Materials" means any hazardous or toxic materials, pollutants, effluents, contaminants, radioactive materials, flammables, explosives, pesticides, chemicals known to cause cancer or reproductive toxicity, emissions, wastes or any other chemicals, materials or substances whose handling, storage, release, transportation or disposal is or becomes prohibited or regulated by any Government Agency or, even if not so regulated, is or becomes known to pose a hazard or potential threat to the health and safety of any Person or to the environment.
- 1.34 "TSA" means the United States Transportation Security Administration.
- 1.35 "Valet Parking Facilities" means collectively the Valet Parking Facilities identified in Exhibit A.

2. Scope of Work.

2.1 Services. Manager shall perform the Services in accordance with this Agreement, the Parking Policies, the RFP and the Proposal. At any time, the Executive Director may modify, add to or delete any of the Services. In the event of any such modification, addition or deletion, the Management Fee shall be adjusted as determined by the Authority subject to the prior written approval of Manager, which approval shall not be unreasonably withheld.

2.2 Reconfiguration of Parking Facilities. At any time, Authority may modify, expand, reduce or relocate the Parking Facilities or any areas, improvements, facilities or equipment (including the Revenue Control Equipment) located in or servicing the Parking Facilities. In the event of any such modification, expansion, reduction or relocation, Manager shall cooperate in the determination of the new or revised Parking Facilities and equipment specifications, as well as in any construction or equipment purchases. This Agreement shall be amended, where required, as agreed upon by the Parties within one hundred twenty (120) days of completion of the modification, expansion, reduction or relocation. If an amendment cannot be agreed upon within this period, then the Authority may terminate this Agreement pursuant to Paragraph 11.2.1.

3. Authority's Responsibilities.

3.1 In General. The Authority shall be responsible for the matters specified in Exhibit C and the Services shall exclude such matters. At any time, the Executive Director may modify, expand or reduce the responsibilities specified in Exhibit C, including to delegate any of such responsibilities to Manager as part of the Services.

3.2 Contract Administrator. The Executive Director shall be the Authority's contract administrator for this Agreement. The Executive Director may instruct Manager regarding this Agreement, the performance of the Services and the Parking Facilities. Notice to the Executive Director with respect to this Agreement shall constitute notice to the Authority. All approvals, representations and commitments made by the Executive Director with respect to this Agreement shall be binding upon the Authority unless the Authority has notified Manager in writing of any limits on the authority of the Executive Director. The Executive Director may modify, add to or delete any of the Parking Policies at any time by giving written notice to Manager.

4. Compensation.

4.1 Management Fee and Operating Expenses. As full compensation during each Annual Period for the performance of the Services, the Authority shall pay Manager: (i) the Management Fee for such Annual Period pursuant to Sub-Sections 4.2 and 4.3; and (ii) reimbursement of the Operating Expenses incurred by Manager during such Annual Period, subject to Sub-Section 4.4. In no event shall Manager be entitled to any other fees, costs, expenses or compensation.

4.2 Management Fee. The Management Fee for each Annual Period shall be 1.30 percent of the Authority approved Self-Parking Management and Valet Services Budget for each Annual Period ("Management Fee Percentage") and shall be payable to Manager in twelve (12) equal monthly installments. The Management Fee for any partial Annual Period shall be prorated on the basis of a three hundred sixty (360) day year. The monthly installment of the Management

Fee payable for any partial calendar month shall be prorated on the basis of a thirty (30) day month. In addition to any adjustment permitted by Sub-Section 2.1, Manager may request an adjustment to the Management Fee by written submission to the Authority providing justification for the adjustment thirty (30) days prior to the beginning of each Annual Period. The Authority may approve or deny the request for a Management Fee adjustment at its sole and absolute discretion.

4.3 Management Fee Reconciliation. After the close of each Annual Period for which the Management Fee is paid, the Management Fee for the Annual Period shall be subject to reconciliation according to the procedure outlined in this Sub-Section 4.3. The sum of the Operating Expenses actually paid or incurred during the preceding Annual Period shall be multiplied by the Management Fee Percentage then in effect for that Annual Period. If the resulting amount is more than the Management Fee paid for the same Annual Period, then any overpayment of the Management Fee shall be credited against future installments of the Management Fee (or, upon termination of this Agreement, shall be repaid to the Authority). If the resulting amount is less than the Management Fee paid for the same Annual Period, then any underpayment shall be paid by the Authority to Manager.

4.4 Operating Expenses.

4.4.1 Monthly Invoice. On or before the tenth (10th) day of each calendar month during the Term, Manager shall deliver to the Authority: (i) an invoice describing in detail the nature and amount of the Operating Expenses incurred by Manager performing the Services during the immediately preceding calendar month; (ii) copies of all documentation (e.g. certificates of payment and certified payrolls) demonstrating that Manager incurred such Operating Expenses; (iii) a variance report comparing the month, year-to-date and forecasted annual costs to the Budget for that Annual Period and to the same period for the prior fiscal year; (iv) narrative explanations for all variances shown on the variance report; and (v) a written statement, executed under penalty of perjury, that the Operating Expenses itemized in the invoice were incurred by Manager performing the Services.

4.4.2 Payment. The Executive Director shall approve or disapprove the Operating Expenses itemized in each monthly invoice. The approved amount shall be paid within thirty (30) days following receipt of the invoice. If there is a good faith dispute between the Parties regarding any item of Operating Expenses included in a monthly invoice, the Authority shall pay the undisputed portion and the disputed portion shall be subject to resolution pursuant to Section 19. In no event shall Manager delay or stop performance of the Services.

4.4.3 Budget. Manager shall be entitled to reimbursement of Operating Expenses for each Annual Period only to the extent the same (i) are incurred by Manager performing the Services during such Annual Period; (ii) are approved by the Executive Director; and (iii) do not exceed the maximum amount of the Operating Expenses in the Budget for such Annual Period. The Budget for the first Annual Period shall be as set forth in Exhibit D. One Hundred Fifty (150) days prior to the start of each subsequent Annual Period, Manager shall submit to the Authority a proposed Budget for review and approval. At any time, the Authority may amend the Budget for an Annual Period if it determines that there have been changes in the Services or in the circumstances under which they are performed by Manager. At any time, Manager may submit a proposed modification of the Budget for an Annual Period. In no event shall the Authority be

obligated to approve either a proposed modification of the Budget for an Annual Period or approve a new Budget for an Annual Period, including for reasons due to Manager's execution of a new or re-negotiated union agreement that increases Manager's labor costs. If any Annual Period is a partial Annual Period, the maximum amount of Operating Expenses set forth in the Budget for such Annual Period shall be prorated on the basis of a three hundred sixty (360) day year.

4.5 Performance Bonus. The Authority shall negotiate with Manager regarding criteria for a performance bonus award in an amount no greater than twenty-five percent (25%) of the Management Fee. The Authority shall not award a performance bonus until the Authority and Manager mutually agree upon such criteria. Upon agreement, the Executive Director may award a performance bonus at any time upon determining that Manager has satisfied the Authority's criteria as agreed upon by both parties and that such an award is in the best interests of the Authority. If a performance bonus is awarded by the Executive Director, Manager is encouraged to share such bonus with the Manager Personnel who are primarily responsible for the award.

4.6 Retention. The Executive Director may withhold up to ten percent (10%) of the Management Fee owed in any monthly installment as a penalty for nonperformance of any provision of this Agreement by Manager or any Manager Employee. In such event, the Executive Director shall provide Manager written notice of the area(s) of nonperformance and a reasonable opportunity to cure. The withheld portion of the Management Fee shall be paid promptly upon Manager's cure of the identified area(s) of nonperformance.

4.7 Records. Manager shall maintain its records relating to this Agreement during the Term and for a minimum period of five (5) years following Expiration or Termination. Such records shall be subject to inspection and audit, at any time during the Term and within the five (5) year period following Expiration or Termination, by any authorized representatives of the Authority. If an audit shows that any amounts paid by the Authority to Manager were in excess of the amounts to which Manager is entitled under this Agreement, in addition to other remedies of the Authority, Manager shall pay the Authority such excess immediately upon the Authority's written demand. Alternatively, the Authority may deduct such excess from any future payments of the Management Fee or the Operating Expenses. If an audit shows that any amounts paid by the Authority to Manager were equal to or in excess of two percent (2%) of the amount to which Manager is entitled for the period under audit, in addition to other remedies of the Authority, Manager shall pay to the Authority the costs of the audit.

4.8 Taxes, Fees and Assessments. Prior to delinquency, Manager shall pay taxes, fees and assessments (including penalties) imposed upon Manager by Government Agencies in connection with the Services, the Management Fee and the Operating Expenses. Manager shall not be responsible for payment of taxes, fees or assessments applicable to the Parking Facilities.

4.9 Manager shall reimburse the Authority for any parking fees that the Authority must reimburse its passengers due to negligence on the part of Manager or Manager Personnel.

5. Performance of Services.

5.1 Standard for Performance. Manager shall perform the Services in a diligent manner in strict conformity with the best practices and highest standards of the parking management industry and the valet parking industry.

5.2 Compliance with Parking Policies and with Law. Manager shall comply with the Parking Policies and with all Law applicable to Manager, the Parking Facilities, the Airport and the Services. This requirement includes the duty to maintain permits, licenses, registrations, certifications, authorizations and approvals mandated by Law. Manager shall provide the Authority copies of all such permits, licenses, registrations, certifications, authorizations and approvals, as well as copies of all renewals thereof.

5.3 Manager Personnel. Manager shall employ a sufficient number of qualified and bondable Manager Personnel to perform the Services. Manager Personnel directly involved with the day-to-day operation of the Services shall have the ability to speak English sufficiently well to communicate with Airport customers. Manager Personnel, other than management staff, shall wear Authority-approved uniforms and safety gear (as required for traffic conditions or nighttime operations) while performing the Services. Subject to Sub-Sections 5.4 through 5.6, Manager is solely responsible for all matters pertaining to the employment, work assignments, methods of executing work assignments, supervision, compensation, promotion and discharge of Manager Personnel. Manager Personnel shall not be assigned to perform any of the Services until they have satisfactorily completed an Authority-approved training program developed by Manager.

5.4 Manager Representative. Robert Blackwell or Edgars Skele shall serve as the "Manager Representative" with respect to this Agreement and shall be primarily responsible for administering the Services. The Manager Representative shall act upon instructions given by the Executive Director. All approvals, representations and commitments made by the Manager Representative shall be binding upon Manager. Manager shall not, at any time during the first two (2) Annual Periods, reassign the Manager Representative from the Airport except as provided in Sub-Section 5.6. Any change in the Manager Representative shall require the prior written approval of the Executive Director.

5.5 Minimum Staffing. During peak traffic periods, Manager shall utilize at least the minimum staffing identified in Exhibit E.

5.6 Authority's Right to Remove. If the Executive Director disapproves of any Manager Employee (including the Manager Representative), the Executive Director shall notify Manager in writing of the name of the Manager Employee and the reason for such disapproval. If Manager does not cause the reason for disapproval of the Manager Employee to be cured to the reasonable satisfaction of the Executive Director within ten (10) days following the notification, Manager immediately shall remove the Manager Employee from performance of the Services and shall replace the Manager Employee with a qualified substitute. The Authority shall have the right, but not the obligation, to interview any substitute Manager Representative proposed by Manager before such substitute Manager Representative begins working at the Airport. The Executive Director's authority under this Sub-Section 5.6 shall not constitute, or be construed to constitute,

any right to terminate or otherwise interfere with any employment relationship between Manager and Manager Personnel.

5.7 Theft. Manager shall conduct a program for the selection, management and supervision of Manager Personnel performing the Services that is reasonably calculated to preclude theft of Parking Receipts, vehicles and property contained therein. Such program shall include: background investigations (including references and criminal records); provisions for the identification and exclusion of prospective and existing Manager Personnel who have been convicted of theft by a court of competent jurisdiction; and proper supervision of the collection and delivery of Parking Receipts to the Authority.

5.8 Parking Receipts. Parking Receipts are monies of the Authority, and Manager is a trustee of the Parking Receipts for the Authority's benefit. Manager shall ensure that Parking Receipts are properly assessed, collected, accounted for and delivered to the Authority free of all claims, demands, set-offs or counter-claims by Manager against the Authority.

5.9 Operations.

5.9.1 Maintenance. Manager shall maintain the Revenue Control Equipment and the parking exit booths (including fixtures, equipment, furniture and interior personal property) in good operating condition and in accordance with the Parking Policies. Manager shall immediately notify the Executive Director of any maintenance necessary or appropriate for the Revenue Control Equipment or the other Parking Facilities.

5.9.2 Damage. Manager shall be responsible for repairing any damage to the Parking Facilities that arises out of any acts or omissions of Manager or any Manager Employee. This obligation applies even if the Authority is responsible for maintenance of the damaged portion of the Parking Facilities.

5.9.3 Improvements. Unless the Executive Director has given prior written approval, Manager shall not make any improvements to the Parking Facilities, and shall not post any signs at the Parking Facilities. At its sole expense, when approved in advance in writing by the Executive Director, Manager may place movable furniture and other trade fixtures in the parking exit booths. Manager shall immediately remove such furniture and trade fixtures upon Expiration or Termination. Additionally, at its sole expense, Manager shall immediately repair damage to the parking exit booths and other portions of the Parking Facilities arising out of the removal of such furniture or trade fixtures. The repairs shall be performed to the reasonable satisfaction of the Executive Director.

5.9.4 Police Department Reports. Manager shall immediately report to the Airport Police Department personal injuries, property loss or damage, and threats or potential threats that arise in connection with use of the Parking Facilities or with the Services. The reports shall be made on forms provided by the Airport Police Department.

5.10 Independent Contractor Status. This Agreement shall not be construed as creating a partnership between Manager and the Authority or as creating any other form of legal association that would impose liability upon Manager or the Authority for an act or omission of the other Party. Manager shall perform the Services as an independent contractor of the Authority. Manager

shall not have any authority to bind the Authority by contract or otherwise, or to incur any obligation or liability on behalf of the Authority, unless such authority is expressly conferred by this Agreement, the Parking Policies or a writing by the Executive Director.

6. Ownership of Parking Documents.

The Parking Documents shall be the property of the Authority and shall be delivered to the Authority on request, but in no event later than Expiration or Termination. The Executive Director may inspect or copy the Parking Documents at any time, and Manager shall make the Parking Documents available for such purposes.

7. Access.

Employees, agents and representatives of the Authority or TBI may enter the Parking Facilities at any time for any purpose.

8. Insurance.

8.1 Obligations. Subject to Sub-Section 8.2, Manager shall maintain the types and amounts of insurance described in this Sub-Section 8.1.

8.1.1 Commercial General Liability. Manager shall maintain commercial general liability insurance written on an occurrence basis and providing coverage in an amount at least equal to One Million Dollars (\$1,000,000) each occurrence and in the annual aggregate. Each commercial general liability policy shall include premises/operations, explosion, collapse and underground hazard, broad form contractual, products/completed operations, independent contractors, broad form property damage and personal injury.

8.1.2 Comprehensive Automobile Liability and Physical Damage Coverage. Manager shall maintain comprehensive automobile liability and physical damage insurance written on an occurrence basis and covering all owned, non-owned and hired vehicles in an amount at least equal to One Million Dollars (\$1,000,000) combined single limit. If any Manager Employee covered by comprehensive automobile liability insurance policy maintained by Manager, or by the Authority pursuant to Sub-Section 8.2, does not satisfy the requirements of the applicable insurer, Manager shall not permit such Manager Employee to operate any motor vehicle in connection with this Agreement. Manager shall assume responsibility for the automobile liability and physical damage coverage, with an Authority-approved underwriter, for all Authority-owned vehicles while being operated by Manager or in Manager's care, custody and control, and any insurance procured and maintained by the Authority will not be called upon to respond or to contribute.

8.1.3 Workers' Compensation. Manager shall maintain statutory workers' compensation insurance written in accordance with Law.

8.1.4 Employers' Liability. Manager shall maintain employers' liability insurance in amounts not less than the following:

Bodily injury by accident - One Million Dollars (\$1,000,000) - each accident
Bodily injury by disease - One Million Dollars (\$1,000,000) - policy limit
Bodily injury by disease - One Million Dollars (\$1,000,000) - each employee

The employers' liability coverage shall not contain an occupational disease exclusion.

8.1.5 Crime. Manager shall maintain blanket crime insurance written on loss discovered basis and providing coverage over the life of this Agreement in an amount at least equal to Three Million Dollars (\$3,000,000) each occurrence and in the annual aggregate. The policy shall include coverage for employee dishonesty, premises, transit, forgery, credit and debit cards and computer fraud (including wire transfer). In lieu of such insurance policy, Manager may maintain a bond that provides the same coverage.

8.1.6 Garage Keepers Coverage. Manager shall maintain garage keepers coverage written on an occurrence basis and providing coverage in an amount at least equal to Five Million Dollars (\$5,000,000) each occurrence.

8.1.7 Excess Umbrella Liability Insurance. Manager shall maintain excess umbrella liability insurance written on an occurrence basis and providing coverage in an amount at least equal to Nine Million Dollars (\$9,000,000) in excess of the coverages required in Sub-Sections 8.1.1, 8.1.2 and 8.1.4.

8.2 Authority's Right to Maintain. At any time, the Authority may at its sole election maintain the insurance specified in Paragraph 8.1.2. If the Authority elects to maintain such insurance, the cost thereof shall be deducted from the Operating Expenses.

8.3 Performance Bonds. Manager shall maintain a performance bond in the continuing penal sum of Six Hundred Thousand Dollars (\$600,000) naming the Authority as obligee. The performance bond shall guarantee Manager's full and faithful performance of the Services. Coverage of the performance bond shall include the Authority's damages (measured by the Authority's loss of parking revenue, cost of maintaining the parking and busing operation in Manager's absence, cost of disruption of business, cost related to advertising and securing a successor for Manager and ancillary expenses such as legal fees) resulting from Manager ceasing to perform the Services prior to Expiration or Termination.

8.4 Deductible and Self Insured Retention Limitations. In no event shall the deductible or self-insured retention for any insurance policy or bond maintained by Manager pursuant to this Section 8 exceed Ten Thousand Dollars (\$10,000) without the Authority's approval, which shall not be unreasonably withheld. The Authority is assured of dollar one coverage and this deductible remains the total responsibility of Manager.

8.5 Erosion of Coverage. If the coverage limit under any insurance policy or bond maintained by Manager is eroded below the applicable limit required by this Agreement, Manager shall immediately notify the Authority in writing and shall take all reasonable actions required to reinstate the coverage limit to at least the applicable limit of liability.

8.6 Insurer and Surety Requirements. Each insurance policy and bond required to be maintained by Manager pursuant to this Section 8 shall be underwritten by an insurance company

or surety authorized to conduct business in California and having a rating not less than A-X in A.M. Best's Insurance Guide. The Executive Director may waive this requirement.

8.7 No Limitation of Liability. The limits of liability provided in the insurance policies and bonds maintained by Manager pursuant to this Agreement shall not limit Manager's liability under this Agreement.

8.8 Proof of Insurance and Bonds. Upon Manager's execution of this Agreement, Manager shall deliver to the Executive Director certificates of insurance and copies of the bonds evidencing that the required insurance policies and bonds are being maintained by Manager. At such time Manager also shall deliver to the Executive Director copies of endorsements (i) requiring the insurers to give to the Authority at least thirty (30) days prior written notice by certified or registered mail of cancellation, non-renewal or reduction in coverage; (ii) confirming the applicability of Sub-Section 8.9; (iii) with respect to the commercial general liability, automobile liability, garage keepers liability, employers' liability and excess liability coverages, naming Authority and its officers, directors, employees, agents and representatives as additional insureds; (iv) with respect to the blanket crime insurance policy and the performance bonds, naming the Authority loss payee and providing that its term shall continue in full force and effect during the Term and for one (1) year following Expiration or Termination; and (v) with respect to the automobile liability and physical damage coverage, confirming that the policy provides coverage for all Authority-owned vehicles while being operated by Manager or in Manager's care, custody and control, and that any insurance procured and maintained by the Authority will not be called upon to respond or to contribute. Failure of Manager to provide any of these items, or the subsequent receipt by the Authority of a notice of cancellation, non-renewal or reduction in coverage under a required insurance policy or bond, shall constitute an Event of Default. Upon reasonable request by the Executive Director (for example, in the event of a coverage dispute), Manager shall deliver a true and complete copy of the required insurance policies or bonds, together with a copy of all related endorsements.

8.9 Waiver of Subrogation. All insurance policies and bonds required by this Agreement shall include, or shall be endorsed to provide, a waiver by the insurers of any rights of subrogation that the insurers may have at any time against the Indemnitees. This requirement shall not apply to Manager's workers' compensation policy. If the waiver of subrogation is included in the insurance policies or bonds, the waiver shall be included in the certificates of insurance and copies of bonds delivered to the Executive Director pursuant to Sub-Section 8.8. If the waiver of subrogation is included in endorsements to the insurance policies or bonds, copies of the endorsements shall be delivered to the Executive Director.

8.10 Primary Policies. Insurance policies and bonds required to be maintained by Manager pursuant to this Agreement shall be primary without right of contribution of any other insurance carried by or on behalf of the Authority. Such insurance policies and bonds shall be endorsed in accordance with this Sub-Section 8.10 and Manager shall provide to the Authority copies of the endorsements.

8.11 Designation of Other Coverages and Requirements.

8.11.1 Right to Designate. At any time, the Authority may require Manager to maintain additional or different insurance policies or bond coverages. The Authority also may, at any time, change any other requirements specified in this Section 8.

8.11.2 Manager Compliance. Manager shall comply with all changes made by the Authority pursuant to Paragraph 8.11.1, to the extent that such changes in coverages and other requirements are available in the insurance or bond market at the time. Manager shall cooperate with the Authority in implementing all such changes.

8.11.3 Additional Costs. Additional costs incurred by Manager as a result of changes made by the Authority pursuant to Paragraph 8.11.1 shall be paid to Manager as part of the Operating Expenses.

8.11.4 Amendment. If the Authority elects to change the insurance or bond coverages specified in this Section 8, such change shall be incorporated in a written amendment to this Agreement.

9. Indemnity.

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

9.2 Indemnitee Rights. Notwithstanding Sub-Section 9.1, each Indemnitee shall have the following rights with respect to any Claim against the Indemnitee: (i) to approve of any legal counsel engaged by Manager to defend the Indemnitee with respect to such Claim, which approval shall not be unreasonably withheld; and (ii) to engage separate legal counsel for the Indemnitee (which separate legal counsel shall be selected by the Indemnitee with Manager's approval, which approval shall not be unreasonably withheld) in any of the following circumstances: (a) the Indemnitee reasonably determines that there is a material conflict between the interests of Manager and/or any insurance carrier of Manager and the interests of the Indemnitee with respect to such Claim; (b) any material disagreement between Manager or any insurance carrier of Manager and the Indemnitee, as to the manner, method or handling of the defense of such Claim; or (c) the Indemnitee reasonably determines that separate legal counsel is otherwise required to protect its interests with respect to such Claim. The fees and costs of the legal counsel described in (i) and (ii) above shall be paid for by Manager as part of its indemnity obligation under Sub-Section 9.1.

9.3 Exculpation. Manager hereby releases the Authority from and waives any and all liability for losses of, or damage to or loss of use of, Manager's property or injury to or death of Manager Personnel arising out of or in any way connected with the Services. This release and waiver shall not apply to any such loss of or damage to property or injury to or death of Manager Personnel caused by the willful misconduct of the Authority, its officers, agents, or employees.

9.4 Personal Injury or Property Damage Claims. Claim reports for personal injury or property damage related to the Services shall be handled immediately by the Manager Representative or his authorized designee. Manager shall have forms at the Airport for any Person to make a claim of personal injury or property damage, whether or not the Manager Representative (or his designee) judges such claim to have actually occurred at the Airport. Manager shall respond to all properly submitted claims within forty-eight (48) hours after the claim is received and shall transmit to the Authority, within such period, a copy of the claim and a written description of the disposition of the claim.

9.5 Survival. Manager's obligations under this Section 9 shall survive Expiration or Termination.

10. Default.

10.1 Events of Default by Manager. The following shall constitute Events of Default by Manager:

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

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

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

11. Term.

11.1 Base Period and Month-to-Month Extensions. The term of this Agreement shall begin at Commencement and shall end at Expiration unless sooner terminated or extended as provided in this Section 11. The Authority may extend the Term for up to two additional years on

an annual basis. If the Authority elects to extend the Term, then it shall provide Manager at least thirty-five (35) days written notice prior to Expiration that this Agreement will be so extended for each one-year extension.

11.2 Early Termination by Authority.

11.2.1 Reconfiguration of Parking Facilities. The Authority may terminate this Agreement upon sixty (60) days written notice to Manager if the Parties are unable to agree upon an amendment to this Agreement within one hundred twenty (120) days of completion of the modification, expansion, reduction or relocation of the Parking Facilities pursuant to Sub-Section 2.2.

11.2.2 Termination For Convenience. In addition to its right under Paragraph 11.2.1, the Authority may terminate this Agreement for convenience at any time by delivering written notice to Manager at least one hundred twenty (120) days prior to the effective date of termination.

11.2.3 Termination Upon Event of Default. The Authority may immediately terminate this Agreement in its entirety, or as to some but not all of the Services, in the event of the occurrence of any Event of Default. To effectuate such termination, the Authority shall give written notice to Manager stating the effective date and time of termination, and, if applicable, the particular Services terminated.

11.3 Documents and Other Materials. Upon Expiration or Termination, Manager shall deliver the Parking Documents to the Authority.

12. Toxic Materials.

12.1 Prohibition. Manager shall not cause or permit any Toxic Materials to be brought onto, stored, used or disposed of in, on or about the Parking Facilities or elsewhere at the Airport without the prior written consent of the Executive Director. The Executive Director's consent shall not be unreasonably withheld if Manager demonstrates to the Authority's reasonable satisfaction that the Toxic Materials (i) are required in connection with the Services; and (ii) will be stored, used and disposed of in a manner that complies with Environmental Law. Manager may use and permit the use of gasoline and motor oil in motor vehicles in the Parking Facilities, provided that the same are not spilled, discharged or released on, in, under or about the Parking Facilities or elsewhere at the Airport and such use is in compliance with Environmental Law.

12.2 Indemnity. Manager shall be solely responsible for and shall defend, indemnify and hold harmless the Indemnitees from and against any and all Claims related to the receipt, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Toxic Materials in, on or about the Parking Facilities or any other areas of the Airport by Manager or Manager Personnel. This indemnification obligation includes costs incurred in connection with investigation of site conditions and cleanup, remediation, removal or restoration work necessary to bring the Parking Facilities or other areas of the Airport into compliance with Environmental Law. Manager's indemnity obligation under this Sub-Section 12.2 shall survive Expiration or Termination.

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

13. Confidentiality.

13.1 In General. Manager shall keep Authority Confidential Information plainly marked "CONFIDENTIAL" to prevent unauthorized use or reproduction. Unless approved by the Executive Director in advance in writing, Manager shall not disclose Authority Confidential Information to any Person. This provision does not preclude Manager from disclosing Authority Confidential Information to a Manager Employee as necessary for performance of the Services.

13.2 Return. Manager shall immediately deliver Authority Confidential Information to the Authority upon demand.

13.3 Injunctive Relief. Manager acknowledges that the Authority's legal remedies may not be adequate to address a breach of this Section 13. Manager consents to injunctive relief in the enforcement of this Section 13 without the necessity of posting a bond or other security.

14. Conflicts of Interest.

Manager shall not approve or recommend for approval any action or decision by the Authority relating to a matter that concerns Manager or any Manager Employee and that Manager knows will or could confer a material benefit upon Manager or any Manager Employee without in each instance first disclosing in writing to the Authority the anticipated benefit to Manager or the Manager Employee. Additionally, Manager shall not negotiate, agree to or execute any other contract with TBI, or any of the Cities of Burbank, Glendale or Pasadena, California, where the interests of TBI, or any of the Cities of Burbank, Glendale or Pasadena, California, under such contract is in conflict with the interests of the Authority under this Agreement.

15. Publicity.

Unless approved by the Executive Director in writing in advance, Manager shall not make any public announcement, issue any press release or other publicity, or confirm any statements concerning this Agreement except as otherwise required by Law.

16. Non-Discrimination and Affirmative Action.

Manager shall comply with the provisions of Exhibit F and the Non-Discrimination Regulations as the same may be amended from time to time. Additionally, Manager shall establish, implement and maintain an affirmative action program as required by 41 Code of Federal Regulations Part 152, Subpart E, to ensure that no Person shall, on the ground of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in such subpart. Manager agrees that no Person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by such subpart.

17. FAA Requirements.

Neither Manager nor any Manager Employee shall do anything that will cause or contribute to the violation by the Authority of any of the provisions of Exhibit G.

18. Security.

Manager shall comply with the Airport's security requirements for identification badges.

19. Dispute Resolution.

19.1 In General. If the Parties are unable to resolve by mutual agreement any dispute relating to this Agreement, either Party shall have the right to commence an action in any court of the State of California or the United States located in Los Angeles County, California, unless the Parties mutually agree as to an alternative dispute resolution procedure for resolving such dispute or controversy.

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

20. Miscellaneous.

20.1 Notices. All notices, requests, demands and other communications given, or required to be given under this Agreement, shall be in writing, duly addressed to the Parties as follows:

To Authority: BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY
2627 North Hollywood Way, Burbank, CA 91505
Attention: Executive Director

To Manager: 1) SP Plus Corporation (SP+)
1301 East Ninth Street, Suite 1050
Cleveland, OH 44144
Attention: Jason Finch, Sr. Vice President-West Airports

2) SP Plus Corporation (SP+)
200 E. Randolph Street, Suite 7700
Chicago, IL 60601
Attn: Legal Department

Any notices properly addressed, sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after they are deposited in the United States mail, postage prepaid. Notices shall be deemed delivered and received at the time delivered if properly addressed and delivered to the addresses set forth in this

Sub-Section 20.1 during normal business hours or personally delivered to the addressee or sent by confirmed telecopy to a Party's regular business telecopier during regular business hours. Notice sent by any other manner shall be effective upon actual receipt of the addressee. Any Party may change its address for purposes of this Agreement by giving notice to the other Party as provided in this Sub-Section 20.1.

20.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

20.3 Personal Services Agreement: No Assignment or Delegation. This Agreement is personal to Manager and Manager shall have no right to assign this Agreement, or any portion hereof or any monies due or to become due hereunder, or to delegate any duties or obligations arising hereunder, either voluntarily, involuntarily or by operation of Law, without the prior written approval of the Authority, which approval may be granted or withheld by the Authority in its reasonable discretion. A prohibited assignment within the meaning of this Sub-Section 20.3 includes any transfer, sale or change in the ownership of more than twenty percent (20%) of the total stock or partnership interests or limited liability company interests or other equity or voting rights or interests of Manager or any other change in the management of Manager. The Authority's consent to any assignment or transfer shall not be construed or deemed to be a waiver of any of the restrictions provided for in this Agreement or to be a consent to any subsequent transfer or assignment.

20.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and permitted assigns.

20.5 No Third Party Beneficiaries. Except as provided in this Agreement, nothing in this Agreement is intended to confer any right or remedy under or by reason of this Agreement on any Person, other than the Parties and their respective successors and permitted assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any Party; nor shall any provision of this Agreement give any third person any right of subrogation or action over or against any Party.

20.6 Waiver. Waiver by either Party of any one or more of the provisions of this Agreement shall not be a waiver of any other provision of this Agreement. In no event shall the making by the Authority of any payment to Manager constitute or be construed as a waiver by the Authority of any breach of covenant, or any default that may then exist on the part of Manager, and the making of any such payment by the Authority shall in no way impair or prejudice any right or remedy available to the Authority with regard to such breach or default.

20.7 Interpretation. This Agreement shall be governed by and construed pursuant to the law of the State of California.

20.8 Integration. All Exhibits attached to this Agreement are incorporated herein by reference. Additionally, the RFP and the Proposal are incorporated herein by reference. This Agreement, together with all Exhibits, the RFP, and the Proposal, constitutes the entire contract of the Parties and supersedes all prior and contemporaneous negotiations, understandings and contracts of the Parties with respect to this subject matter (including the Parties' February 6, 2012

Agreement for Self-Park Management Services, Valet Parking Services, and Passenger and Employee Busing Services). No change or modification of the terms or provisions of this Agreement shall be deemed valid unless in writing and signed by both Parties.

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

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

"Authority"


**BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY**

By: 
Terry Tomek
Title: President

"Manager"

SP PLUS CORPORATION

By: 
☐ Chairperson ☐ President ☐ Vice President

By: 
☐ 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.]

EXHIBIT A PARKING FACILITIES

The Parking Facilities shall consist of the following parking structures and lots located at the Airport:

A. Parking Facility Services Location

Hollywood Burbank Airport
2627 Hollywood Way
Burbank, California 91505-1096

The Airport Parking Facilities are shown on the attached map.

B. Hours of Operation

Twenty-Four (24) hours per day, seven days per week, 365 days per year.

C. Hollywood Burbank Airport Parking Facilities

1. Self-Park Facilities

The Self-Park facilities are listed below.

- a. Short-term parking
 - i. Four-level parking structure with 440 parking spaces
 - ii. Lot E adjacent to the structure with 193 parking spaces
 - iii. Two common entry lanes with one transfer gate to Lot E
 - iv. Two exit booths for the structure and one express lane
 - v. one automated exit for Lot E
 - vi. Tent Structure for vehicle security inspections
 - vii. Short term parking is open 4am to 12 am per day
- b. Remote Lot A
 - i. 1,592 parking spaces,
 - ii. Two entry lanes
 - iii. One exit cashier booth
 - iv. Two express exit lane capable of accepting pre-paid tickets and in lane credit card payment
 - v. Nine passenger pick up stations
 - vi. Lot A is open 24 hours per day
- c. Remote Lot B (Peak Holiday Parking Only)
 - i. 523 spaces
 - ii. One entry lane
 - iii. One express lane
 - iv. Four passenger pick-up stations
 - v. Lot B is open 24 hours per day
- d. Remote Lot C

- i. 518 parking spaces
 - ii. One entry lane
 - iii. One exit cashier booth and express lane
 - iv. Five passenger pick up stations
 - v. Lot C is open 24 hours per day
 - e. Covered Lot G
 - i. One entry lane
 - ii. Lot G has 253 parking spaces
 - iii. One express lane
 - iv. Open 24 hours per day
 - f. Tenant Employee lot
 - i. 567 parking spaces
 - g. Six employee pick up stations
 - h. Other Facilities
 - i. Administrative office, second floor of the Airport Terminal
 - ii. Employee break room, first floor of the Airport Terminal
2. Valet Parking Facilities
- a. Covered valet arrival center
 - i. Seven drop-off lanes with approximately 100 car capacity
 - ii. Cashier booth with five cashier positions
 - iii. Four pick-up exit lanes
 - iv. Administrative office building and key room
 - v. Parking/Valet Supervisors' and Parking Coordinator's Office
 - vi. Employee Break Room
 - vii. Locker Room
 - b. Valet parking lot with storage capacity for 2,207 cars
 - i. Valet lot is broken up into seven sections

EXHIBIT B SERVICES

In addition to other tasks specified in this Agreement, Manager shall do the following:

Self-Park Management Services

1. Operate and manage the Self-Park Services, including the Parking Structure, Lot E, Lot G, Proposed Lot H and remote Lots A, B, and C, that meet Authority's standard of an average ½ minute check out time and maximum exit booth queue length of three vehicles.
2. Provide cashier services, collection, depositing and daily reconciliation of Authority parking fees, revenues, and implement a reservation system.
3. Prepare daily and monthly operating and financial reports in electronic format or as more frequently as requested by Authority.
4. Operate and maintain Authority's SKIDATA revenue control system and other Authority-owned equipment.
5. Audit all cashiering, revenue and operational activity.
6. Purchase and store parking ticket stock and other consumables such as bulbs, fuse bolts, equipment specific cleaning supplies, etc.
7. Perform daily vehicle inventory and periodic checks.
8. Provide other custodial and maintenance tasks requested by Authority.
9. Perform other customer service tasks requested by Authority.
10. Implement an e-Commerce Platform for online parking reservations and variable pricing as described in the Proposal, subject to direction from the Executive Director.

Valet Parking Services

1. Customer vehicle drop-off (to be accomplished within 5 minutes of the customer entering the valet entry lane):
 - a. Meet and assist the customer, obtain necessary information related to the customer, the vehicle and the customer's return schedule.
 - b. Perform a vehicle pre-existing damage inspection, odometer reading, gas or energy/charge level check, and obtain customer sign-off.
 - c. Assign a valet ticket to the customer's vehicle and keys.

keys.

d. Take possession of and responsibility for control of the vehicle and vehicle

2. Initial vehicle repositioning.

3. Periodic repositioning.

4. Customer pick-up:

a. Customers entering the queue to pay for valet parking should wait no more than ten (10) minutes at peak time.

b. Retrieve customer vehicle and reposition it in the vehicle pick-up area. Customer wait time should not exceed five (5) minutes.

5. When installed, manage electric vehicle charging stations and circulate vehicles into and out of stations.

6. Provide valet cashiers and assume revenue control for valet parking operations using the Authority's CVPS PARCS. The cashier stations include cash registers and video camera surveillance. Operate the computer based inventory and fee control system (CVPS).

Miscellaneous Services

1. Perform any other services specified by the Executive Director.

2. Employees and independent contractors shall wear uniforms, approved by the Authority, at all times while performing the Services; including providing inclement weather gear and any safety gear that is required for traffic conditions and/or night time operations. Management personnel may wear normal business attire in lieu of the mandatory service uniforms.

EXHIBIT C
AUTHORITY RESPONSIBILITIES

Authority shall be responsible or shall contract with other third parties for the following:

1. The daily deposit of cash Parking Receipts in the Authority's bank account.
2. Centralized Parking Receipts counting function to verify that Parking Receipts collected by Manager are paid by Manager to Authority pursuant to this Agreement and the Parking Policies.
3. Appointment of the Executive Director to supervise the operation of the Parking Facilities and the performance of the Services. Notwithstanding the appointment by the Authority of the Executive Director to perform such supervisory role, Manager shall not be relieved from any of its duties or obligations under this Agreement.
4. Approving the Parking Policies.
5. Establishing all fees, rates and charges, as the Authority shall determine, in its sole and absolute discretion, for the use of the Parking Facilities. Manager shall not impose, seek to impose or collect any fees, rates, charges or other amounts from any users of the Parking Facilities, except those expressly authorized by the Authority in writing. This shall not preclude Manager Personnel from receiving tips.
6. Maintaining the Parking Facilities, other than the Revenue Control Equipment.
7. Providing security for the Parking Facilities; provided, however, Manager shall be responsible for protecting against theft by and dishonesty of Manager Personnel.
8. Providing office space, break room facilities, and parking for Manager Personnel during their respective hours of employment only in the Employee Parking Lot without charge to Manager.

EXHIBIT D BUDGET

HOLLYWOOD BURBANK AIRPORT

Description	Base Contract Period		
	Year 1	Year 2	Year 3
Payroll	\$ 2,872,145	\$ 3,026,633	\$ 3,192,065
Vacation accrual	115,825	123,066	130,866
Payroll taxes	288,587	303,267	318,945
Group Insurance	905,266	995,793	1,095,372.31
Workers' Compensation	244,132	264,830	287,286
Retirement	11,643	12,255	12,906
Employee incentive ⁽¹⁾	15,214	16,187	17,238
Total personnel costs	\$ 4,452,813	\$ 4,742,032	\$ 5,054,678
Daily audit of internal control ⁽²⁾	-	-	-
Telephone	3,724	3,818	3,913
Supplies and postage	6,978	7,152	7,331
Professional services	3,600	3,690	3,782
Advertising	-	-	-
Revenue refund	-	-	-
Total office costs:	\$ 14,302	\$ 14,660	\$ 15,026
Equipment lease	-	-	-
Equipment Maintenance	1,800	1,845	1,891
Uniforms	26,462	27,123	27,801
Operational supplies	3,600	3,690	3,782
Vehicle Expense	30,516	31,279	32,061
Equipment expense	-	-	-
Tickets	19,103	19,581	20,071
Miscellaneous expense ⁽³⁾	(36,741)	(38,160)	(39,614)
Liability Insurance-C/L, Auto, Bond	204,501	214,726	225,462
Total operating costs	\$ 229,241	\$ 240,085	\$ 251,455
Total Operating Budget	\$ 4,696,356	\$ 4,996,776	\$ 5,321,159
Management fee-proposed percentage	1.30%	1.30%	1.30%
Management fee-calculated dollar amount ⁽⁴⁾	\$ 60,855	\$ 64,748	\$ 68,951
E-Commerce/ Pre-Booking Platform ⁽⁵⁾	\$ 150,000	\$ 225,000	\$ 275,000
Total	\$ 4,907,211	\$ 5,286,524	\$ 5,665,110

Notes:

- 1 - As indicated in our Proposal SP+ will return 100% of any paid Incentive Fee to the SP+ associates at BUR
- 2 - Included in Payroll, Vacation and Payroll Tax line items
- 3 - SP+ or car wash vendor to subsidize Loyalty Program expense - added back as credit to Airport's Misc. Expense line item
- 4 - To calculate Management Fee, the Employee Incentive provision is deducted from Total Operating Budget first (i.e., Year 1 \$4,696,356 - \$15,214 x 1.3% = \$60,855)
- 5 - Per Addendum 2, A.45, estimate for E-Commerce Platform/Reservations - Line item moved below Fee so SP+ Management Fee not increased by actual expense

EXHIBIT E
MINIMUM STAFFING

Minimum staffing levels for peak traffic periods shown in brackets below will not guarantee performance of the peak time standards:

General Manager (1)

Self Park Management Services

Assistant Manager (1)

Shift Supervisors (2)

Coordinator (1)

Cashiers (6)

Auditors (1)

Valet Parking Services

Assistant Manager (1)

Shift Supervisors (2)

Customer Doormen/Vehicle Inspection Persons (6)

Car Runners (17)

Administration (1)

Cashiers (2)

Key Control Persons (2)

Night Vehicle Inventory Person (1)

EXHIBIT F
FAA GRANT AGREEMENT ASSURANCES – NONDISCRIMINATION

During the performance of the Agreement, Manager agrees as follows:

1. Compliance with Regulations. Manager shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, 49 CFR Part 21, which are herein incorporated by reference and made a part of the Agreement.

2. Nondiscrimination. Manager shall not discriminate on the grounds of race, color, or national origin in the selection and retention of its employees. Manager shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Nondiscrimination Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Nondiscrimination Regulations.

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

4. Sanctions for Noncompliance. In the event of Manager's noncompliance with the nondiscrimination provisions of the Agreement, the Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to:

4.1 Withholding of payments to Manager under the Agreement until Manager complies, and/or

4.2 Cancellation, termination or suspension of the Agreement, in whole or in part.

EXHIBIT G
FAA GRANT AGREEMENT ASSURANCES

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 — Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹
2
- q. 49 CFR Part 26 — Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 — Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 — Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 — Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost

of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall

also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or

commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status

as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft

can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport

improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex,

age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for

agreements, including airport concessions, regardless of funding source:

“The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors,

subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3)

reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP

projects, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

OFFICE SPACE SUBLEASE

THIS OFFICE SPACE SUBLEASE (the "Sublease") is dated as of _____, 2022, and is entered into by and between the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity formed under a joint exercise and powers agreement among the Cities of Burbank, Glendale and Pasadena, California pursuant to the California Joint Exercise of Powers Act ("Authority"), and MERCURY AIR CENTER-BURBANK, INC., a California corporation (dba "Atlantic Aviation") ("Atlantic").

RECITALS

A. Authority, as landlord, leases certain land and improvements (collectively, the "Leased Premises") at/in the Hollywood Burbank Airport (the "Airport") to Atlantic, as tenant, pursuant to a Ground Lease dated May 1, 1997, between Authority, as landlord, and Atlantic, as tenant, which was subsequently amended (the "Ground Lease").

B. Atlantic desires to sublease to Authority, and Authority desires to sublease from Atlantic, the office space in the improvements comprising part of the Leased Premises that is described on Exhibit "A" (the "Subleased Premises"), for temporary use in support of Airport development and construction projects, subject to and upon the terms and conditions in this Sublease.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Atlantic and Authority do hereby covenant and agree as follows:

1. Demise; Term; Keys/Access. Atlantic grants exclusive use of the Subleased Premises to Authority on the terms and conditions hereinafter set forth. Atlantic grants to the Authority the nonexclusive use of the common areas and bathroom facilities in the Subleased Premises in common with Atlantic and other users of the facility. Atlantic shall be responsible for maintaining, cleaning and stocking the bathroom facilities.

The term of this Sublease shall commence on _____, 2022, and shall expire one calendar year thereafter (i.e., on _____, 2023), but shall thereafter continue on a month-to-month basis (the "Term") such that either party may terminate this Sublease upon thirty (30) days' prior written notice to the other in its sole and absolute discretion.

Atlantic shall deliver ___ sets of keys and shall provide for electronic access to the electronic security control system to Authority for the Leased Premises prior to the commencement of the Term of this Sublease, and Authority shall return the keys and electronic access cards to Atlantic immediately upon expiration or earlier termination of this Sublease. Authority shall have the right to install and change locks for the Subleased Premises; provided that Authority first inform Atlantic and promptly provide a set of new keys to Atlantic.

Authority shall at all times have access through the landside parking lot of the Leased Premises to the Subleased Premises at all times.

Atlantic reserves the right to enter the Subleased Premises at all reasonable times, with advance notice to Authority, for the purpose of making any inspection it may deem appropriate to the proper enforcement of any of the covenants and conditions of this Sublease or the Ground Lease or to undertake repairs to the Subleased Premises.

Upon termination or expiration, Authority shall remove all of Authority's property from the Subleased Premises and pay to Atlantic all outstanding fees and charges due and owing Atlantic under this Agreement as promptly as practicable, but in all cases within five (5) business days of the effective date of termination or expiration.

2. Use. Authority may use the Subleased Premises during the Term of this Sublease only for office uses and ancillary uses, for the purpose of providing on-Airport office accommodations to Authority's employees and contractors performing design, engineering, and projection management.

3. Assignment/Sub-Subletting. This Sublease may be assigned by Authority and the Subleased Premises may be sub-sublet by Authority, only to a contractor working on behalf of the Authority, with the advance written consent of Atlantic, which shall not be unreasonably withheld.

4. Sublease Rent. Commencing on _____, 2022 Authority shall pay to Atlantic monthly rent in the amount of \$499.79 per month, in advance, on or before the first business day of each calendar month, without demand, offset or deduction. Upon an increase in rent paid by Atlantic to the Authority pursuant to the Ground Lease, Atlantic may adjust the sublease rent accordingly.

Authority shall be liable for all taxes, fees and assessments owed on or by Authority's use. Under no circumstances shall Atlantic be liable for or required to pay any tax, fee, assessment or other charge owed by Authority, including any taxes, fees or charges applicable to Authority or any of Authority's businesses owed to the Authority.

5. Utilities. Authority shall pay to Atlantic from time to time, within thirty (30) days after written demand (with copies of utility bills and a reasonable description of how charges to Authority were determined), as additional rent, a portion of the electricity, water, gas and if applicable, internet charges for the building in which the Subleased Premises are located based on the ratio of the area of the Subleased Premises to the area of the building in which the Subleased Premises are located, as determined in good faith by Atlantic.

6. Janitorial Services. Authority shall be responsible for providing and paying for janitorial services to the Subleased Premises.

7. Reasonable Rules and Regulations; Security. Authority shall comply with Atlantic rules and regulations for the Subleased Premises; Authority shall comply with and shall ensure that all persons, including contractors, with access to the Subleased Premises are in compliance with the security provisions governing airside access, including SIDA badging.

8. Repairs and Maintenance. Authority will keep and maintain the Subleased Premises in good and clean condition and in accordance with the reasonable rules and regulations established by Atlantic from time to time during the Term. This provision is not intended to impose an obligation on Authority to repair the Subleased Premises unless such repair is necessitated by the fault or neglect of the Authority. Atlantic, at Atlantic's sole expense, shall maintain and repair the Subleased Premises and the building in which they are located.

9. Improvements. Authority may make improvements to the Subleased Premises; provided the Authority obtain advance written consent of Atlantic, which consent shall not be unreasonably withheld. Upon expiration or termination of the Sublease, Atlantic may, at its sole discretion, require Authority to return the Subleased Premises in the condition when the Sublease commenced, reasonable wear and tear excepted, or may retain the Improvements without any reimbursement to Authority.

10. Insurance. Authority agrees that it will maintain at its expense at all times during the Term in full force and effect, with insurers of recognized responsibility, minimum insurance coverage(s) as set forth on Schedule 2 to this Agreement. All such insurance, except worker's compensation, shall name Atlantic, Atlantic Aviation FBO Inc., their respective direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO Inc., the Airport, and each of their respective officers, directors, agents, servants, contractors and employees as additional insureds (the "Additional Insureds") and respond on a primary basis. Authority and its insurance carrier(s) agree to waive all rights of subrogation in favor of the Additional Insureds. Prior to commencing the use or occupancy of the Subleased Premises, Authority shall deliver to Atlantic a certificate evidencing the minimum insurance coverage required hereunder (the "Certificate"). Authority shall provide Atlantic with an updated Certificate promptly upon the renewal of any insurance policy described in the Certificate. If Authority fails to perform any of its obligations regarding the acquisition and maintenance of insurance, Atlantic may perform the same and the cost of same shall be payable by Authority upon Atlantic's demand. Authority acknowledges that its potential liability under this Agreement is not limited to the amount of insurance coverage it maintains or the limits required herein.

11. General Indemnity. Any and all injury, breakage, or damage to the Subleased Premises or the real property of which the Subleased Premises is a part, arising from any act or omission of Authority or its agents, contractors, servants, invitees, or employees, may be repaired by Atlantic at the sole expense of Authority. Authority agrees to indemnify, save and hold harmless the Additional Insureds from any and all liabilities, expenses, causes of action, damages, and/or reasonable attorney's fees resulting from or arising out of any of Authority's businesses, operations, occupancy, or use of the Subleased Premises, or from any act or omission of Authority's agents, contractors, servants, invitees, or employees, except to the extent solely by the gross negligence or willful misconduct of Atlantic.

12. Disclaimers of Liability. All personal property of Authority, its agents, contractors, servants, invitees or employees, in and on the Subleased Premises or any part of the real property on which the Subleased Premises is located, shall be and remain therein under any and all circumstances at the sole risk of said parties and Atlantic shall in no event be liable to any such person or party for any damage to, or loss thereof. Atlantic shall not be liable for any

personal injury to Authority, Authority's agents, contractors, servants, invitees or employees arising from the use and condition of the Subleased Premises or any part of the real property on which the Subleased Premises is located.

THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCES SHALL ATLANTIC, ATLANTIC AVIATION FBO INC., THEIR RESPECTIVE DIRECT AND INDIRECT SUBSIDIARIES AND AFFILIATED COMPANIES UNDER COMMON CONTROL WITH ATLANTIC AVIATION FBO INC., BE LIABLE TO AUTHORITY OR ANY OF AUTHORITY'S AGENTS, CONTRACTORS, SERVANTS, INVITEES OR EMPLOYEES FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOST OPPORTUNITY), WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE). ATLANTIC SHALL HAVE NO OBLIGATION TO KEEP, MAINTAIN OR SECURE AUTHORITY'S PROPERTY, AND AUTHORITY ASSUMES ALL RISK OF LOSS OR DAMAGE TO ITS PROPERTY LOCATED IN THE SUBLEASED PREMISES.

13. Default; Remedies. An "Event of Default" by Authority shall be deemed to have occurred in the event (i) Authority fails to pay any sum when due hereunder and does not cure such failure within ten (10) business days after written notice from Atlantic which references the cure period; or (ii) Authority otherwise defaults under this Sublease and fails to commence to cure the default within 30 days after written notice of the default from Atlantic, or having commenced a cure, thereafter fails to diligently prosecute the cure to completion.

Upon an Event of Default by Authority, Atlantic may terminate this Sublease upon sixty (60) days' prior written notice to Authority (but this shall not extend/affect the 30 day termination right for a month to month tenancy after the expiration of the one year term of this Sublease), and Atlantic shall be entitled to the remedies under California Civil Code Section 1951.2 and any and all other remedies (including, without limitation, injunctive relief) under applicable law.

14. Recording. In no event shall this Sublease or any memorandum hereof be recorded.

15. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be delivered by personal delivery, certified mail or reputable overnight delivery service, or email, addressed as follows, and shall be deemed given on the date of delivery if personally delivered or emailed (provided the email is not rejected as shown by the email system of the sender), and if sent by certified mail shall be deemed delivered as of the date of delivery or attempted delivery on the return receipt, and if sent by overnight messenger, then one business day after delivery to the overnight messenger service for next business day delivery.

If to Atlantic, to:

Mercury Air Center-Burbank, Inc. dba Atlantic
Aviation
10750 Sherman Way
Burbank, CA 91505
Attn: Daniel Medina, General Manager
Email address: Daniel.Medina@atlanticaviation.com

With a copy to:

Mercury Air Center-Burbank, Inc. dba Atlantic
Aviation
5201 Tennyson Parkway, Suite 150
Plano, TX 75024
Attn: General Counsel

If to Authority, to:

Hollywood Burbank Airport
2627 N. Hollywood Way
Burbank, CA 91505
Attn: Business and Property
Email address: mzavala@bur.org

16. Governing Law. This Sublease shall be construed, enforced and interpreted in accordance with the laws of the State of California. Authority and Atlantic hereby voluntarily submit themselves to the jurisdiction of the federal and state courts situated in the jurisdiction in which the Subleased Premises is located for the resolution of any dispute arising under this Agreement, and Authority and Atlantic expressly waive any defense or claim of inconvenient forum. A party shall pay the prevailing party's fees and expenses, including reasonable attorney's fees and court costs, should the party prevail in any suit or action brought for the collection or payment of any unpaid Use Fees or other fees, charges, taxes or expenses due under this Agreement.

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

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

19. Prior Agreements. This Sublease contains the entire agreement of the parties hereto with respect to the subject matter hereof.

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

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

IN WITNESS WHEREOF, Atlantic and Authority have executed this Sublease as of the day and year first written above.

ATLANTIC:

MERCURY AIR CENTER-BURBANK, INC.

By: 

Print Name: Daniel Medina

Title: General Manager

AUTHORITY:

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY

By: _____

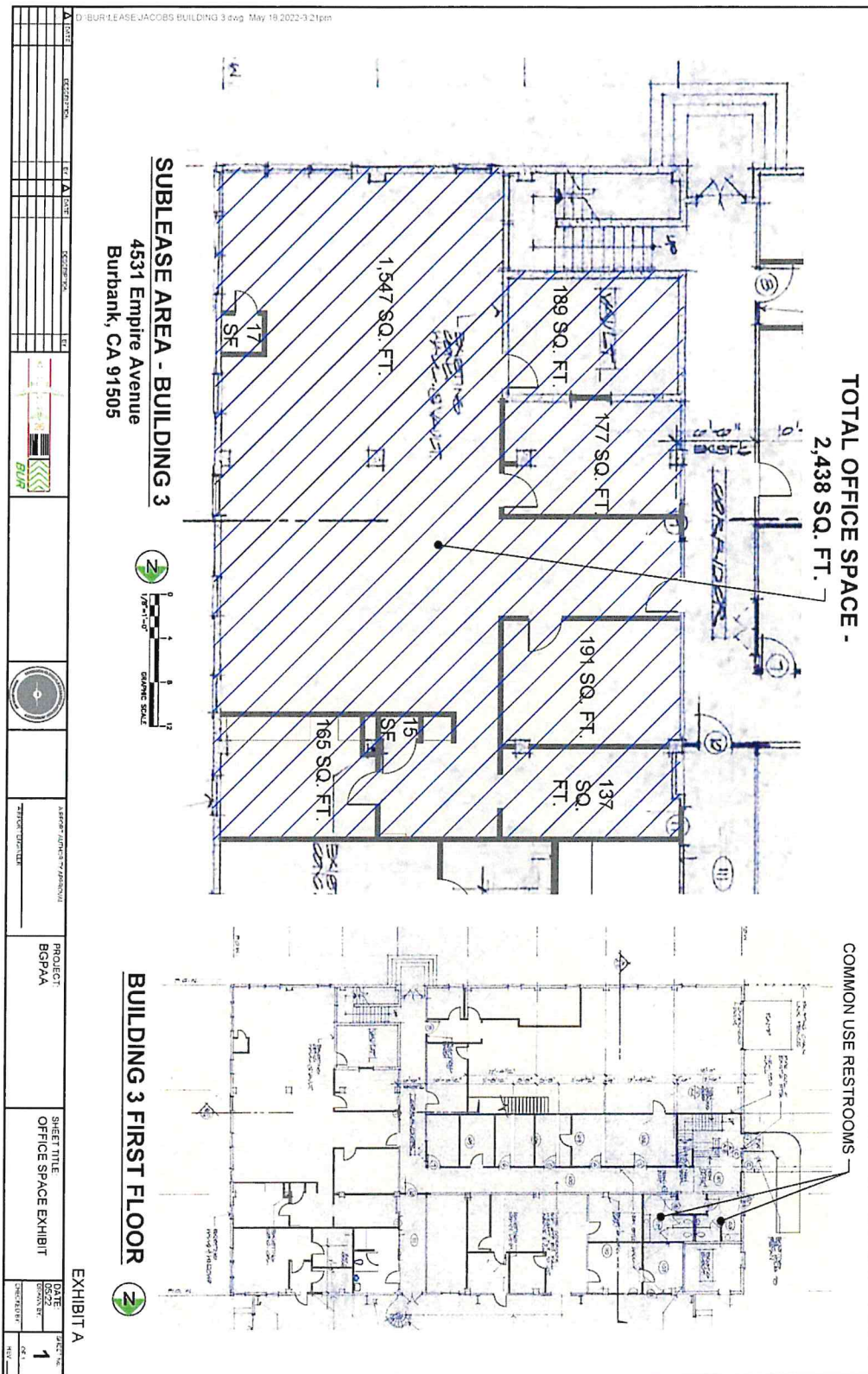
Print Name: _____

Title: _____

EXHIBIT "A"

DESCRIPTION OF SUBLEASED PREMISES

(Attached.)



OFFICE SPACE SUB-SUBLEASE

THIS OFFICE SPACE SUB-SUBLEASE (the "Sub-sublease") is dated as of June 7, 2022 and is entered into by and between the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity formed under a joint exercise and powers agreement among the Cities of Burbank, Glendale and Pasadena, California pursuant to the California Joint Exercise of Powers Act ("Authority"), and JACOBS PROJECT MANAGEMENT CO., a Delaware corporation ("Jacobs").

RECITALS

A. Authority, as landlord, leases certain land and improvements (collectively, the "Leased Premises") at/in the Hollywood Burbank Airport ("Airport") to Mercury Air Center-Burbank, Inc., a California corporation (dba "Atlantic Aviation") ("Atlantic"), as tenant, pursuant to a Ground Lease dated May 1, 1997, which was subsequently amended (the "Ground Lease").

B. Atlantic, as sublandlord ("Atlantic"), has subleased a portion of the leased premises under the Ground Lease described on Exhibit "A" ("Subleased Premises") to Authority, as subtenant, under an Office Space Sublease dated substantially concurrently herewith.

C. Authority now desires to sub-sublease [all of] the Subleased Premises to Jacobs, and Jacobs desires to sublease the Subleased Premises from Authority, for office space purposes, subject to and upon the terms and conditions in this Sub-sublease.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Authority and Jacobs do hereby covenant and agree as follows:

1. Demise; Term; Keys/Access. Authority hereby sub-subleases the Subleased Premises free of charge (but for other good and valuable consideration) to Jacobs on the terms and conditions hereinafter set forth. So long as no default shall have occurred that remains uncured, Jacobs shall have quiet and peaceful possession over the Subleased Premises for the term of this Sub-sublease.

The term of this Sub-sublease shall commence on June 7, 2022, and shall expire one calendar year thereafter (i.e., on June 6, 2023), but shall thereafter continue on a month-to-month basis such that either party may terminate this Sub-sublease upon thirty (30) days' prior written notice to the other in its sole and absolute discretion.

Authority shall deliver 5 sets of keys to Jacobs for the Leased Premises and the Subleased Premises prior to the commencement of the term of this Sub-sublease, and Jacobs shall return the keys to Authority immediately upon expiration or earlier termination of this Sub-

sublease. Jacobs shall have no right to install or change locks for the Subleased Premises without prior written consent from Authority.

2. Use; Unreserved Parking. Jacobs may use the Subleased Premises during the term of this Sub-sublease only for office uses and ancillary uses.

Authority shall also provide to Jacobs during the term, fifteen (15) automobile parking spaces for use by Jacobs and Jacobs's invitees, contractors, agents and employees as shown in Exhibit "B" attached hereto (but Authority shall not be obligated to supervise or manage use of the spaces, or tow any vehicles improperly parked in the spaces, or mark such spaces or install signs as to such spaces). Authority shall have the right to relocate such parking spaces if deemed necessary by Authority for any reason related to the operation, management or development of the Airport and will provide reasonably located substitute parking. The use of any designated parking spaces shall be subject to all reasonable and non-discriminatory Rules and Regulations of Authority adopted from time to time.

3. Internet and Phone Charges. Authority shall pay to Jacobs from time to time, within thirty (30) days after written demand (with copies of applicable bills) Jacobs's internet and telephone charges for the Subleased Premises.

4. Janitorial Services. Jacobs shall be responsible for providing and paying for janitorial services to the Subleased Premises.

5. Bathrooms. Jacobs shall have the right to use the bathroom facilities in the Leased Premises in common with Atlantic and Authority. (Atlantic, not Authority, is responsible for maintaining, cleaning and stocking the bathroom facilities.)

6. Repairs and Maintenance. Atlantic is obligated under the Sublease to maintain and repair the Subleased Premises and the building in which they are located.

7. Improvements. Jacobs may not make improvements to the Subleased Premises without the prior written consent from the Authority.

8. Default; Remedies. An "Event of Default" by Jacobs shall be deemed to have occurred in the event (i) Jacobs fails to pay any sum when due hereunder and does not cure such failure within ten (10) business days after written notice from Authority which references the cure period; or (ii) Jacobs otherwise defaults under this Sub-sublease and fails to commence to cure the default within 30 days after written notice of the default from Authority, or having commenced a cure, thereafter fails to diligently prosecute the cure to completion; or (iii) Jacobs assigns this Sub-sublease or further subleases the Subleased Premises without consent of Authority, which consent for purposes of an assignment to a Jacobs affiliate will not be unreasonably withheld.

Upon an Event of Default by Jacobs, Authority may terminate this Sub-sublease upon written notice to Jacobs, and Authority shall be entitled to the remedies under California Civil Code Section 1951.2 and any and all other remedies (including, without limitation, injunctive relief) under applicable law.

9. Recording. In no event shall this Sub-sublease or any memorandum hereof be recorded.

10. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be delivered by personal delivery, certified mail or reputable overnight delivery service, or email, addressed as follows, and shall be deemed given on the date of delivery if personally delivered or emailed (provided the email is not rejected as shown by the email system of the sender), and if sent by certified mail shall be deemed delivered as of the date of delivery or attempted delivery on the return receipt, and if sent by overnight messenger, then one business day after delivery to the overnight messenger service for next business day delivery.

If to Authority, to:

Hollywood Burbank Airport
2627 N. Hollywood Way
Burbank, CA 91505
Attn: Business and Property
Email address: Mzavala@bur.org

If to Jacobs, to:

Jacobs Project Management Co.
6312 South Fiddler's Green Circle
Suite 300N
Greenwood Village, CO 80111
Attn: Vice President of Corporate Real Estate
Email address: richard.ruby@jacobs.com

11. Governing Law. This Sub-sublease shall be construed, enforced and interpreted in accordance with the laws of the State of California. To the fullest extent permitted by law, the Authority and Jacobs each expressly waive their right to trial by jury in regards to any court action arising hereunder.

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

13. Time. Time is of the essence of this Sub-sublease and each and all of its provisions in which performance is a factor.

14. Prior Agreements. This Sub-sublease contains the entire agreement of the parties hereto with respect to the subject matter hereof.

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

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

17. Insurance.

17.1.1 General. At all times during the term hereof and at its sole cost and expense, Jacobs shall maintain in effect the policies of insurance with limits of liability as provided in this Section.

17.1.2 Commercial General Liability Insurance. A policy of commercial general liability insurance written on an occurrence basis covering the liability of Jacobs arising out of, resulting from or relating to injuries to or death of persons and damage to or loss of property occurring on, in, under or about the Subleased Premises in the minimum amount of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, or property damage.

17.1.3 Property Insurance. A policy or policies of hazard insurance insuring against loss or damage to or destruction of (i) Jacobs's fixtures, alterations, personal property and equipment located in, on, or at the Subleased Premises in an amount not less than one hundred percent (100%) of their replacement value, and (ii) any plate glass in the Subleased Premises, on an all risk basis.

17.1.4 Workers' Compensation Insurance. Statutory workers' compensation insurance and employers' liability coverage in the minimum amount of One Million Dollars (\$1,000,000) and otherwise in accordance with applicable laws..

17.1.5 Motor Vehicle Liability. Motor vehicle liability insurance coverage, including hired and non-owned vehicle coverage, which provides public liability and property damage liability coverages of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, or property damage occurring as a result of the ownership, use or operation of motor vehicles in connection with Jacobs's business and operations at the Subleased Premises.

17.1.6 Adjustment of Insurance Coverage and Limits. Upon reasonable advance notice and good cause, Authority may add to or change the types or coverages of insurance or the minimum limits of liability required to be maintained by Jacobs pursuant to this Section by written notice to Jacobs of such additions or changes.

17.1.7 Policy Requirements; Insurance Certificates. Each insurance policy required to be maintained pursuant to this Section shall be obtained from an insurance company authorized to conduct business in the State of California and having a rating of not less than A VII in A.M. Best's Insurance Guide; (ii) except for workers' compensation and property coverage, shall name Authority as a named additional insured; and (iii) shall provide that Authority shall be given at least thirty (30) days' prior written notice of the termination, cancellation or amendment thereof. Concurrently with the execution and delivery of this Sub-sublease, Jacobs shall furnish to Authority a certificate and prior to the expiration, cancellation or termination thereof, Jacobs shall deliver to Authority certificates of any and all extensions, renewals or replacements thereof.

17.1.8 No Limitation of Liability. Jacobs acknowledges and agrees that the limits of liability provided in the insurance policies maintained by Jacobs pursuant to Section shall in no event be considered as limiting the liability of Jacobs under this Sub-sublease.

18. Indemnification. Jacobs shall defend, indemnify and hold harmless Atlantic, Authority and its and their commissioners, officers, employees, agents and contractors, from and against any and all claims, demands, actions, suits, proceedings, damages, losses, liabilities, obligations, costs and expenses, including, without limitation, attorneys' fees, arising out of, resulting from or relating to the acts or omissions of Jacobs at the Subleased Premises, the Leased Premises or any other areas of the Airport by Jacobs and its directors, officers, partners, employees, agents, representatives, contractors and customers, except to the extent legally caused by the negligence or willful misconduct of Authority.

19. Exemption of Authority from Liability. Both parties, on behalf of themselves and their directors, officers, partners, employees, agents, representatives, contractors and customers hereby waive all claims against the other party, and neither party shall be liable, for any injury or death to persons or any damage or loss to any property in, on, or about the Subleased Premises, Leased Premises, or any other areas of Airport, arising out of, resulting from or relating to (i) latent or patent defects in the construction or condition of the Subleased Premises, Leased Premises or any other areas of the Airport; (ii) Acts of God; (iii) fire, steam, electricity gas, water, or rain which may leak or flow from or into any part of the Leased Premises, the Subleased Premises or any other areas of the Airport; (iv) riot, civil commotion, aircraft, vehicles, smoke, vandalism, malicious mischief; (v) breakage, leakage, obstruction or other defects of the pipes, wires, appliances, plumbing, heating, ventilation and air conditioning systems, or lighting fixtures of or serving the Leased Premises, the Subleased Premises or any other areas of the Airport; (vi) the use or occupancy of the Leased Premises, the Subleased Premises or any other areas of the Airport by Jacobs or any of its directors, officers, partners, employees, agents, representatives, contractors and customers, whether said damage or injury results from conditions arising upon the Leased Premises, the Subleased Premises, or upon other areas of the Airport, or from other sources; or (vii) any damage or loss arising from any act or neglect of any other tenant, licensee, concessionaire or customer of the Airport.

IN WITNESS WHEREOF, Authority and Jacobs have executed this Sub-sublease as of the day and year first written above.

JACOBS:

JACOBS PROJECT MANAGEMENT CO.

Ruby, Rick

By: AAB00397209

Print Name: Rick Ruby

Title: Vice President of Real Estate

Digitally signed by Ruby, Rick AAB00397209
DN: cn=Ruby, Rick AAB00397209,
ou=Users, email=Richard.Ruby@jacobs.com
Date: 2022.06.13 09:54:53 -06'00'

AUTHORITY:

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY

By: _____
Frank R. Miller, Executive Director

EXHIBIT "A"

DESCRIPTION OF SUBLEASED PREMISES

(Attached.)

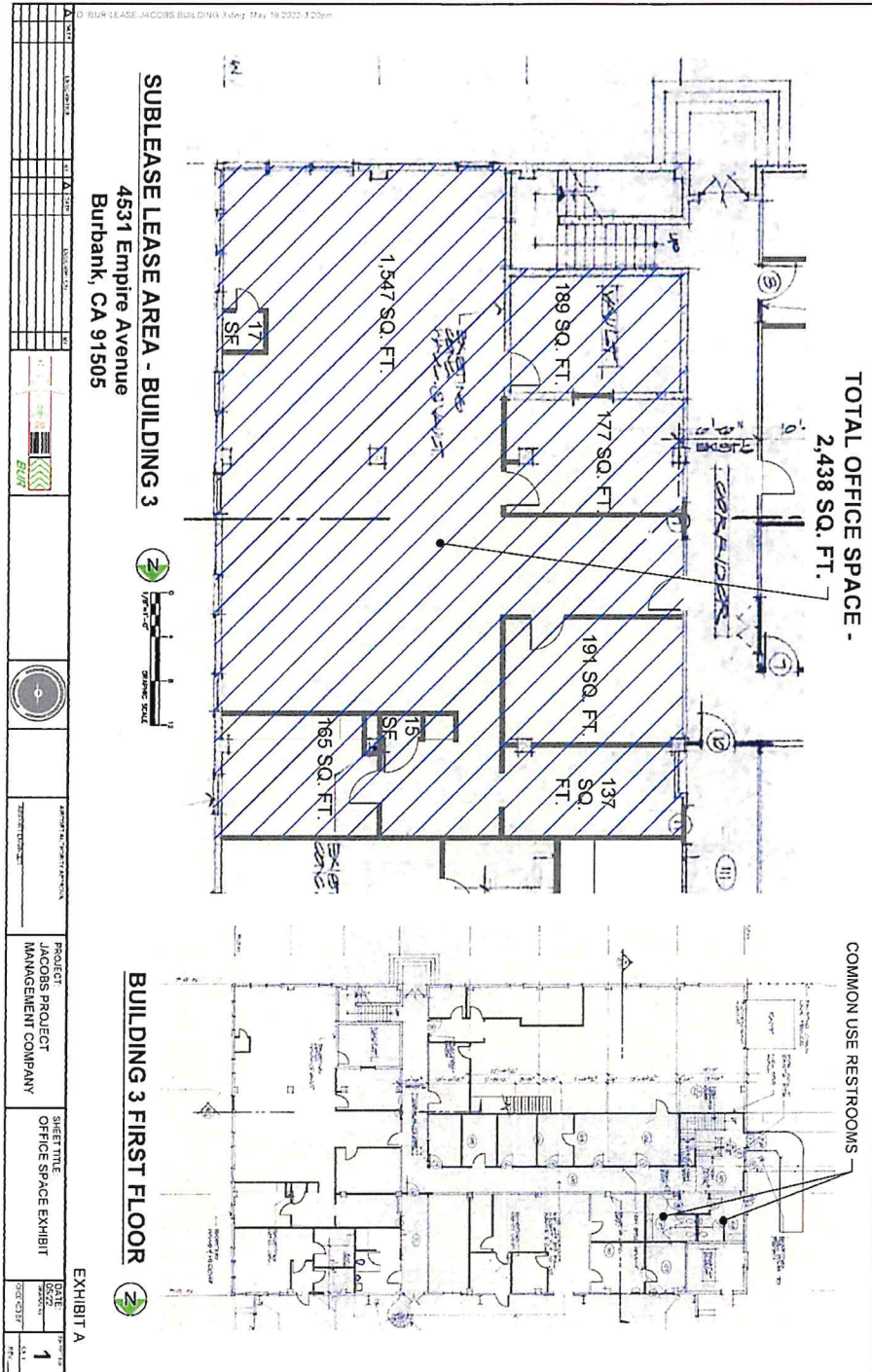


EXHIBIT "B"

DESCRIPTION OF UNRESERVED PARKING SPACES

(Attached.)

