



September 15, 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, September 19, 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, September 19, 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, September 19, 2022

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
5. CONSENT CALENDAR (Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)
 - a. Committee Minutes
(For Note and File)
 - 1) Executive Committee
 - (i) August 10, 2022 ***[See page 1]***
 - 2) Operations and Development Committee
 - (i) July 18, 2022 ***[See page 3]***
 - 3) Finance and Administration Committee
 - (i) July 18, 2022 ***[See page 6]***
 - 4) Legal, Government and Environmental Affairs Committee
 - (i) July 18, 2022 ***[See page 10]***
 - b. Commission Minutes
 - 1) August 15, 2022 ***[See page 12]***
 - c. Second Extension Option ***[See page 21]***
Airport Conveyance Equipment Services Agreement
Elevators Etc., LP
 - d. Award of Contract ***[See page 27]***
HVAC System Compressor Replacement
 - e. Award of Contract ***[See page 29]***
Safety Management System / Part 139 Software Program
 - f. First Amendment to Aviation Hangar Lease ***[See page 33]***
Star Aviation, Inc.

- g. First Amendment to Ground Lease Vehicle Effects, Inc. ***[See page 38]***
- h. Replacement Passenger Terminal Program Manager Jacobs Project Management Company Task Order Authorization ***[See page 44]***
- 6. ITEMS FOR COMMISSION APPROVAL
 - a. Determinations Regarding Return to In-Person Meetings and AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings ***[See page 51]***
- 7. ITEMS FOR COMMISSION DISCUSSION
 - a. Fiscal Year 2022 Financial Update
- 8. ITEMS FOR COMMISSION INFORMATION
 - a. Airport Police Department Life Saving Award
 - b. Airport Award Announcement
 - c. July 2022 Passenger and Air Cargo Statistics ***[See page 53]***
 - d. July 2022 Ground Transportation Statistics
 - e. July 2022 Parking Revenue Statistics
- 9. ITEMS PULLED FROM CONSENT CALENDAR
- 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, September 19, 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 Executive Committee meeting of August 10, 2022; approved minutes of the Operations and Development Committee meeting of July 18, 2022; approved minutes of the Finance and Administration Committee meeting of July 18, 2022; and approved minutes of the Legal, Government and Environmental Affairs Committee meeting of July 18, 2022, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. Draft minutes of the August 15, 2022, Commission meeting minutes are attached for the Commission's review and approval.
- c. SECOND EXTENSION OPTION – AIRPORT CONVEYANCE EQUIPMENT SERVICES AGREEMENT – ELEVATORS ETC., LP. A staff report is included in the agenda packet. At its meeting on August 15, 2022, the Operations and Development Committee voted (3–0) to recommend that the Commission authorize the exercise of the second of two one-year extension options for the Airport Conveyance Equipment Services Agreement with Elevators Etc., LP.
- d. AWARD OF CONTRACT – HVAC SYSTEM COMPRESSOR REPLACEMENT. 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 award a contract in the amount of \$109,889 to ACCO Engineered Systems for the replacement of two compressors and associated valves and piping of the Heating Ventilation and Air Condition system that provides cooling for Building 9.
- e. AWARD OF CONTRACT – SAFETY MANAGEMENT SYSTEM / PART 139 SOFTWARE PROGRAM. A staff report is included in the agenda packet. At its meeting on August 15, 2022, the Operations and Development Committee voted (3–0) to recommend that the Commission award a contract to AeroSimple LLC for the acquisition of a Safety Management System and Federal Aviation Regulations Part 139 software program in an amount not-to-exceed \$153,500 over a five-year period.
- f. FIRST AMENDMENT TO AVIATION HANGAR LEASE – STAR AVIATION, INC. A staff report is included in the agenda packet. At its meeting on August 15, 2022, the Finance and Administration Committee voted (2–0) to recommend that the Commission approve a proposed First Amendment to the Aviation Hangar Lease

("Lease") with Star Aviation, Inc., extending the term of the Lease for an additional ten years to October 31, 2032, for Hangar 22 located in the northwest quadrant of the Airport.

- g. **FIRST AMENDMENT TO GROUND LEASE – VEHICLE EFFECTS, INC.** A staff report is included in the agenda packet. At its meeting on August 15, 2022, the Finance and Administration Committee voted (2–0) to recommend that the Commission approve a proposed First Amendment ("Amendment") to the Ground Lease ("Lease") with Vehicle Effects, Inc. The proposed Amendment extends the term of the Lease from a month-to-month basis to three years expiring on September 30, 2025, for a 5,000 square foot lot located on the northwest quadrant of the Airport at 7604 Wheatland Avenue in Sun Valley.
- h. **REPLACEMENT PASSENGER TERMINAL PROGRAM MANAGER – JACOBS PROJECT MANAGEMENT COMPANY - TASK ORDER AUTHORIZATION.** A staff report is included in the agenda packet. At its meeting on September 7, 2022, the Executive Committee voted unanimously (3–0) to recommend that the Commission approve Task Order #2 in the amount of \$1,463,249.51 with Jacobs Project Management Co. for program management services for the Replacement Passenger Terminal project.

6. ITEMS FOR COMMISSION APPROVAL

- a. **DETERMINATIONS REGARDING RETURN TO IN-PERSON MEETINGS AND AB 361 FINDINGS FOR SPECIAL BROWN ACT REQUIREMENTS FOR TELE-CONFERENCE MEETINGS.** A staff report is included in the agenda packet. Pursuant to the motion passed at the May 16, 2022, Authority meeting, Staff has placed this item on the agenda to give the Commission an opportunity to provide direction on the return to in-person Commission and Committee meetings at the Airport. Additionally, this item gives the Commission an opportunity to make the findings specified in AB 361 (2021) for special Brown Act requirements for teleconference meetings.

7. ITEMS FOR COMMISSION DISCUSSION

- a. **FISCAL YEAR 2022 FINANCIAL UPDATE.** No staff report attached. Staff will update the Commission with information regarding the financial results for the fiscal year 2022.

8. ITEMS FOR COMMISSION INFORMATION

- a. **AIRPORT POLICE DEPARTMENT LIFE SAVING AWARD.** No staff report attached. Airport Police Chief and Director of Public Safety Edward Skvarna will bestow the Airport Police Lifesaving Award to Officers Mark Morimoto; Dennis Patton and Keith Soboleski for their response following a distress call from a driver that entered the Airport roadway with a non-responsive male (driver's son) in the back seat of her vehicle on August 16, 2022. Initially enroute to Olive View Hospital, the mother's growing concern over her son's condition led her to seek help at the Airport. Officers Morimoto, Patton and Soboleski responded to the scene and administered life-saving measures and with the assistance of Burbank Fire Department, the young man

regained consciousness. Their intervention saved his life. He was taken to Olive View Hospital for further treatment by his mother.

- b. AIRPORT AWARD ANNOUNCEMENT. No staff report attached. Staff is pleased to share with the Commission that Hollywood Burbank Airport has once again earned the recognition by the readers of the Los Angeles Daily News as the “Best Airport in Los Angeles.”
- c. JULY 2022 PASSENGER AND AIR CARGO STATISTICS. A staff report is included in the agenda packet. The July 2022 passenger count of 547,197 was up 1% compared to July of 2019’s 541,942 passengers. Also compared to July of 2019, air carrier aircraft operations in July 2022 decreased 6%, while cargo volume was down 33%, at 6.2 million pounds.
- d. JULY 2022 GROUND TRANSPORTATION STATISTICS. No staff report attached. Staff will update the Commission on Ground Transportation activities for the month of July 2022.
- e. JULY 2022 PARKING REVENUE STATISTICS. No staff report attached. Staff will present parking revenue data for the month of July 2022.

Approved on September 7, 2022

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

WEDNESDAY, AUGUST 10, 2022

A special meeting of the Executive Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 9:00 a.m., by Commissioner Gabel-Luddy.

1. ROLL CALL

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

Absent: None

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

Authority Counsel: Terence R. Boga of Richards, Watson & Gershon

Roger Johnson, Jacobs Project Management Co.

2. Approval of Agenda

The Agenda was approved as submitted.

3. Public Comment

There were no public comments.

4. Items for Discussion

a. Executive Committee Meeting Schedule

Staff sought the Committee's direction on the time, place, and type (regular or special) of future Executive Committee meetings.

b. Staff Presentations

Staff sought the Committee's input regarding staff presentations of material to the standing Committees and the Commission. Staff also sought the Committee's input regarding the presentation of the monthly statistics.

c. Replacement Passenger Terminal Progressive Design-Build Services Procurement Update

Staff briefed the Committee on the status of the procurement, the status of the PCL's short-list protest, the role of the SOQ/Proposal Evaluation Committee, and the proposed continued retention of Ms. Rebekah Gladson of XI-3.

**d. Replacement Passenger Terminal
Revised Cost Estimate Schedule**

Roger Johnson of Jacobs Project Management Co. updated the Committee with a revised cost estimate and schedule for the Replacement Passenger Terminal Project.

5. Items for Information

a. Committee Pending Items

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

6. Adjournment

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

Approved on August 15, 2022

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

MONDAY, JULY 18, 2022

A special meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:15 a.m., by Commissioner Devine.

1. ROLL CALL

Present: Commissioners Devine (via teleconference),
Commissioner Dyson, Commissioner Hampton
(Arrived at 8:24 a.m., via teleconference)

Absent: None

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director; Sumi
Spurlock, Manager, Safety Management System;
Anthony Defrenza, Director of Engineering and
Maintenance; Nerissa Sugars, Director, Marketing
Communications and Air Service

2. Approval of Agenda

Commissioner Dyson moved approval of the
Agenda, seconded by Commissioner Devine (via
teleconference).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. June 20, 2022

Motion Commissioner Dyson moved approval of the minutes
of the June 20, 2022 meeting, 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).

5. Items for Approval

**a. Award of Contract
Safety Management System /
Part 139 Software Program** Staff sought Committee recommendation to the
Commission to approve an award of contract to
Aerosimple for the acquisition of a Safety Management
System and Federal Aviation Regulations Part 139
software program with data storage and related services

for a five-year period. The proposed contract will be in an amount not-to-exceed \$153,500.

Following the presentation and discussion, Staff advised the Committee it will resubmit the Item with additional information at the Committee's next meeting.

b. Exercise of First Extension Option for Waste Hauling and Recycling Services Agreement

Staff sought Committee recommendation to the Commission to authorize the exercise of the first of two one-year extension options for the Waste Hauling and Recycling Services Agreement with American Reclamation, Inc.

Motion

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

Motion Approved

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

c. Exercise of First Extension Option for Janitorial Services Agreement

Staff sought Committee recommendation to the Commission to authorize the exercise of the first of two one-year extension options for the Janitorial Services Agreement with Diverse Facilities Solutions. Additionally, as part of the extension, Staff seeks approval of an increase to the Year 4 fee schedule to address the changes in costs primarily resulting from the impacts of the COVID-19 pandemic that could not have been anticipated when DFS submitted its proposal in 2019.

Motion

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

Motion Approved

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

d. Award of Professional Services Agreement - Airport Marketing Consultant Services

Staff sought Committee recommendation to the Commission to award a Professional Services Agreement to Anyone Collective, LLC for airport marketing consulting services, website support and media purchases. These services are in support of the continued branding, marketing, and advertising efforts of Hollywood Burbank Airport. These services are for a not-to-exceed amount of \$600,000 inclusive of commission for media purchases.

Motion

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

Motion Approved

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

6. Items for Information

a. Committee Pending Items

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

7. Adjournment

There being no further business, the meeting adjourned at 8:59 a.m.

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

MONDAY, JULY 18, 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 11:12 a.m., by Commissioner Selvidge.

1. ROLL CALL

Present:

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

Absent:

NONE

Also Present:

Staff: Kathy David, Deputy Executive Director, Finance and Administration; David Kwon, Director, Financial Services; Scott Kimball, Deputy Executive Director, Operation, Business, Procurement, SMS

2. Staff Announcement: AB 23

The Deputy Executive Director, Finance and Administration, 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. June 20, 2022

A draft copy of the June 20, 2022, minutes were included in the agenda packet for review and approval.

Motion

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

Motion Approved

The minutes were approved as presented (3–0).

6. Treasurer's Report

a. May 2022

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

Motion

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

Motion Approved

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

7. Items for Approval

**a. Avalon Capital Group, Inc.
Aviation Hangar Lease
Amendment**

Staff sought a Committee recommendation to the Commission for approval of a proposed First Amendment ("Amendment") to the Aviation Hangar Lease ("Lease") with Avalon Capital Group, Inc. ("Avalon"). The proposed Amendment will extend the term of the Lease for Hangar 38 by three years and incorporate requirements of the Authority's Air Quality Improvement Plan.

Motion

Commissioner Najarian moved approval; seconded by Commissioner Ovrom.

Motion Approved

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

**b. The Yucaipa Companies, LLC
Aviation Ramp Ground Lease
Amendment**

Staff sought a Committee recommendation to the Commission for approval of a proposed First Amendment ("Amendment") to the Aviation Ramp Ground Lease ("Lease") with The Yucaipa Companies, LLC. The proposed Amendment will extend the term of the Lease for an additional five years and incorporate requirements of the Authority's Air Quality Improvement Plan.

Motion

Commissioner Najarian moved approval; seconded by Commissioner Ovrom.

Motion Approved

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

**c. The Hertz Corporation
Ground Lease Amendment**

Staff sought a Committee recommendation to the Commission for approval of a proposed First Amendment ("Amendment") to the Ground Lease ("Lease") with The Hertz Corporation ("Hertz"). The proposed Amendment will provide Hertz an additional 7,770 square feet for its current month-to-month overflow storage lot located at 4529 Empire Avenue in the southwest quadrant of the Airport.

In May of this year, Hertz reached out to staff regarding the availability of additional space for

vehicle overflow storage. Hertz expressed interest in 7,770 square feet of unoccupied space located adjacent to its current leasehold. Staff then negotiated the terms of the proposed Amendment which increases the Hertz's overflow lot to 23,269 square feet. The rent for the total lot will be \$4,886 per month of which \$1,632 is generated from the leasing of the additional space.

Motion

Commissioner Najarian moved approval; seconded by Commissioner Ovrom.

Motion Approved

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

**d. Fourteenth Amendment to Lease and Concession Agreement
MCS Burbank, LLC**

Staff sought a Committee recommendation to the Commission for approval of a proposed Fourteenth Amendment ("Amendment") to the Lease and Concession Agreement ("Agreement") with MCS Burbank, LLC ("MCS"). The proposed Amendment grants MCS additional space for the installation of food warmers, installation of a food storage facility, and extends the term of the Agreement to June 30, 2026, on a month-to-month basis.

The addition of food warmers will enable passengers to purchase Grab-n-Go warm food products prior to their flights.

MCS requested an extension of one year to June 30, 2026, and an allowance for a month-to-month term thereafter. This month-to-month extension after June 2026 would accommodate maintaining food and beverage services in the current facilities until such time as the Replacement Passenger Terminal is available.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Najarian.

Motion Approved

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

8. Items for Discussion

**a. Replacement Passenger Terminal
Financing Update**

Staff informed the Committee that staff will be meeting with Jacobs Project Management Company who will present a revised cost estimate regarding the Replacement Passenger Terminal Project. In addition, Jacobs is finalizing a revised schedule.

The results of the meeting will be presented to the Committee at an upcoming regularly scheduled meeting.

9. Items for Information

a. Committee Pending Items

Staff had no updates of future pending items to present to the Committee.

10. Adjournment

There being no further business to discuss, the meeting was adjourned at 11:41 a.m.

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

MONDAY, JULY 18, 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 11:13 a.m., by Commissioner Williams.

1. ROLL CALL

Present: Commissioners Williams and Gabel-Luddy

Absent: None

Also Present: Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Patrick Lammerding, Deputy Executive Director, Planning and Development

Authority Counsel: Terence R. Boga of Richards, Watson & Gershon

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

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. June 20, 2022

Commissioner Gabel-Luddy moved approval of the minutes of the June 20, 2022 meeting, seconded by Commissioner Williams by necessity as only one Commissioner was present during this meeting.

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

6. Items for Approval

a. Approval of Additional Appropriations and Extensions Professional Services Agreements RS&H California, Inc.

Staff sought a Committee recommendation to the Commission to approve a Fourth Amendment to the Professional Services Agreement with RS&H California, Inc. that provides additional appropriations in the amount of \$269,663 and extends the term for four-months to December 31, 2022. The purpose of the proposed Fourth Amendment is to provide for additional support for the Environmental Impact Statement litigation related to the Replacement Passenger Terminal Project.

Motion

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

Motion Approved

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

7. Items for Information

a. Committee Pending Items

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

8. Adjournment

There being no further business, the meeting was adjourned at 11:21 a.m.

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

MONDAY, AUGUST 15, 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 9:00 a.m., by Commissioner Gabel-Luddy.

1. ROLL CALL

Present: Commissioners Devine (via teleconference), Gabel-Luddy, Williams, Najarian (via teleconference) (arrived 9:03 a.m.), Selvidge (via teleconference), Ovrom, Hampton (via teleconference), Dyson

Absent: NONE

Also Present: Staff: John Hatanaka, Senior Deputy Executive Director; Scott Kimball, Deputy Executive Director, Operations Business and SMS; Patrick Lammerding, Deputy Executive Director Planning and Development; Anthony Defrenza, Director, Engineering; Ed Skvarna, Chief of Police, Director of Public Safety; Nerissa Sugars, Director, Marketing and Air Service; Tom Janowitz, Senior Manager, Ground Access

Also Present:
Terence Boga, Esq., Authority General Counsel,
Richards Watson Gershon

2. PLEDGE OF ALLEGIANCE

Ed Skvarna, Chief of Police, led the Pledge of Allegiance.

Commissioner Gabel-Luddy stated that Item Nos. 7.a., 7.b., and 7.c. would be taken out of order and would be presented after Item No. 4.

MOTION

Commissioner Ovrom moved approval; seconded by Commissioner Williams.

MOTION APPROVED

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (7–0, 1 absent).

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

NOES: NONE

ABSENT: Commissioner Najarian

3. APPROVAL OF AGENDA

Commissioner Gabel-Luddy moved approval of the agenda; seconded by Commissioner Ovrom (8–0).

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

NOES: NONE

ABSENT: NONE

4. PUBLIC COMMENT

There were no public comments.

7. ITEMS FOR COMMISSION INFORMATION

a. Commemoration of Pasadena City Councilmember and Former Airport Commissioner John J. Kennedy

Commissioner Gabel-Luddy and various members of the Commission honored former Airport Commissioner John J. Kennedy, who recently and unexpectedly passed away. Commissioner Kennedy served on the Airport Commission's Operations and Development Committee for FY 2021-2022.

Staff requested and Commissioner Gabel-Luddy concurred that the meeting would be adjourned in the memory of former Commissioner Kennedy.

b. Airport Police Department Life Saving Award – Officers Fisher and McLaughlin

Airport Police Chief and Director of Public Safety Ed Skvarna presented Officers Marcuss Fisher and Sean McLaughlin (who was unable to attend) with the Airport Police Lifesaving Award for intervening and assisting in saving the life of a passenger who was discovered unconscious in the airport's Studio Bar restaurant sitting area on June 12, 2022.

c. Recognition (Southwest Airlines, J. Davies, TSA and TBI Airport Management Staff)

Airport Police Chief and Director of Public Safety Ed Skvarna recognized Mr. Bob Beal, Southwest Airlines; TSA Supervisory Transportation Security Officer Oscar Cruz; TSA Transportation Security Officer Terence Thomas; TSA Transportation Security Officer Oscar Quintero; TSA Lead Transportation Security Officer Diego Arellano; Mr. Cesario Santa Marie, J. Davies Skycap; and, Mr. Ryan Gilley, Airport Operations Department for their bravery in assisting an Airport Police Officer's attempts to control a violent and unruly individual at Security Checkpoint A in the terminal on June 23, 2022.

5. CONSENT CALENDAR

a. Committee Minutes (For Note and File)

1) Operations and Development Committee

- (i) **June 20, 2022** Approved minutes of the June 20, 2022, Operations and Development Committee meeting were included in the agenda packet for information purposes.

2) Finance and Administration Committee

- (i) **June 20, 2022** Approved minutes of the June 20, 2022, Finance and Administration Committee meeting were included in the agenda packet for information purposes.

3) Legal, Government and Environmental Affairs Committee

- (i) **June 20, 2022** Approved minutes of the June 20, 2022, Legal, Government and Environmental Affairs Committee meeting were included in the agenda packet for information purposes.

b. Commission Minutes (For Approval)

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

c. Treasurer's Report

- 1) **May 2022** At its meeting on July 18, 2022, the Finance and Administration Committee reviewed the May 2022 Treasurer's Report and voted unanimously (2–0) to accept the report and recommend to the Commission for note and file.

MOTION

Commissioner Williams 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 (8–0).

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

NOES: NONE

ABSENT: NONE

6. ITEMS FOR COMMISSION APPROVAL

a. Exercise of First Extension Option for Waste Hauling and Recycling Services Agreement

At its meeting on July 18, 2022, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission authorize the exercise of the first of two one-year extension options for the Waste Hauling and Recycling Services Agreement with American Reclamation, Inc.

Effective October 1, 2022, the monthly cost for waste hauling and recycling services will increase by 8.0% raising the annual cost from \$126,871 to \$137,020 with a new expiration date of September 30, 2023.

MOTION

Commissioner Dyson moved approval; 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 (8–0).

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

NOES: NONE

ABSENT: NONE

b. Exercise of First Extension Option for Janitorial Services Agreement

At its meeting on July 18, 2022, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission authorize to exercise the first of two one-year extension options for the Janitorial Services Agreement with Diverse Facilities Solutions. Also, the Committee recommendation includes approval of an increase to the Year 4 fee schedule to address the changes in costs primarily resulting from the impacts of the COVID-19 pandemic that could not have been anticipated when DFS submitted its proposal in 2019.

MOTION

Commissioner Devine moved approval; seconded by Commissioner Hampton.

MOTION APPROVED

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

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

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

NOES: NONE

ABSENT: NONE

Staff indicated a member of the public had requested an opportunity to comment on Item No. 6 c.
President Gabel-Luddy consented to allow the public to comment after the item had been presented.

**c. Aviation Capital Group, Inc.
Aviation Hangar Lease
Amendment**

At its meeting on July 18, 2022, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve a First Amendment to the Aviation Hangar Lease with Avalon Capital Group, Inc. This Amendment extends the term of the Lease for Hangar 38 by three years and incorporates requirements of the Authority’s Air Quality Improvement Plan.

MOTION

Commissioner Devine moved approval; seconded by Commissioner Williams.

MOTION APPROVED

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (7–1).

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

NOES: Commissioner Dyson

ABSENT: NONE

NOTE: Stacey Slichta, Burbank City resident, gave public comment on Item No. 6.c.

**d. The Yucaipa Companies, LLC
Aviation Ramp Ground Lease
Amendment**

At its meeting on July 18, 2022, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve a First Amendment to the Aviation Ramp Ground Lease with The Yucaipa Companies, LLC. The Amendment will extend the term of the Lease for an additional five years and incorporate requirements of the Authority’s Air Quality Improvement Plan.

MOTION

Commissioner Devine moved approval; seconded by Commissioner Williams.

MOTION APPROVED

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (7–1).

– 5 –

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

NOES: Commissioner Dyson

ABSENT: NONE

**e. The Hertz Corporation
Ground Lease Amendment**

At its meeting on July 18, 2022, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve a First Amendment to the Ground Lease with The Hertz Corporation. The Amendment provides Hertz an additional 7,770 square feet for its current month-to-month overflow storage lot located at 4529 Empire Avenue in the southwest quadrant of the Airport.

MOTION

Commissioner Devine moved approval; seconded by Commissioner Williams.

MOTION APPROVED

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

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

NOES: NONE

ABSENT: NONE

**f. Fourteenth Amendment to Lease
and Concession Agreement –
MCS Burbank, LLC.**

At its meeting on July 18, 2022, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve a Fourteenth Amendment to the Lease and Concession Agreement with MCS Burbank, LLC. The Amendment grants MCS additional space for the installation of food warmers, installation of a food storage facility, and extends the term of the Agreement to June 30, 3026, after which it will be extended on a month-to-month basis.

MOTION

Commissioner Devine moved approval; seconded by Commissioner Williams.

MOTION APPROVED

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

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

NOES: NONE

ABSENT: NONE

g. Approval of Additional Appropriations and Extension Professional Services Agreement RS&H California, Inc.

At its meeting on July 18, 2022, the Legal, Government and Environmental Affairs Committee voted (2–0) to recommend that the Commission approve a Fourth Amendment to the Professional Services Agreement with RS&H California, Inc., which provides additional appropriations in the amount of \$269,663 which extends the term for four months to December 31, 2022. This will provide for additional support for the Environmental Impact Statement litigation related to the Replacement Passenger Terminal.

MOTION

Commissioner Devine moved approval; seconded by Commissioner Dyson.

MOTION APPROVED

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

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

NOES: NONE

ABSENT: NONE

h. Award of Professional Services Agreement – Air Service Consulting Services

At its meeting held immediately preceding the Commission meeting, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission approve the award of a Professional Services Agreement to Arthur D. Little, LLC (“ADL”) for continued air services consulting services. ADL will provide complimentary services to the airport marketing consulting services recently obtained through the agreement with Anyone Collective which was approved at a recent Commission meeting. The proposed expenditure for these services is for an amount not-to-exceed \$70,000.

MOTION

Commissioner Devine moved approval; seconded by Commissioner Hampton.

MOTION APPROVED

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

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

NOES: NONE

ABSENT: NONE

7. ITEMS FOR COMMISSION INFORMATION (continued)

- | | |
|--|--|
| d. June 2022 Passenger and Air Cargo Statistics | Staff presented an update on the June 2022 Passenger and Air Cargo statistics. |
| e. June 2022 Ground Transportation Statistics | Staff presented an update on the June 2022 Ground Transportation statistics. |
| f. June 2022 Parking Revenue Statistics | Staff presented an update on the June 2022 Parking Revenue statistics. |

8. CLOSED SESSION

The meeting convened to Closed Session at 10:08 a.m.

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

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

**b. CONFERENCE WITH LABOR NEGOTIATORS
(California Government Code Section 54957.6)**

Authority Representatives: Frank Miller, Executive Director
Edward Skvarna, Chief of Police/Director of Public Safety

Employee Organization: Burbank Airport Police Officers Association

Meeting Reconvened to Open Session

The meeting reconvened to open session at 10:31 a.m. with (8) Commissioners present.

Closed Session Report

There was nothing to report from Closed Session.

9. EXECUTIVE DIRECTOR COMMENTS

Staff discussed with the Commission the new streamlined order and method of presenting reports to the Commission during the conducting of the Commission meeting and requested input from the Commission on areas in which it might further be improved.

After discussion amongst the Commission members, Commissioner Gabel-Luddy encouraged the members to consider accepting the new streamlined format.

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

Commissioner Ovrom requested that a follow-up report be given on the following issues: 1) Art in Public Places for the Regional Intermodal Transportation Center ("RITC"); 2) the BWP Solar Panels Project at the RITC; 3) the issue of whether the Executive Director is an employee of TBI Airport Management or a contract employee; 4) the Airport Authority having a minimum wage for employees of contracted companies (this was originally raised by Commissioner Dyson); and 5) he requested further information on opening up meetings to the public as discussed in AB 361.

Commissioner Dyson informed the Commission of a workshop he attended at Van Nuys Airport on July 28, 2022, regarding electrically powered air taxis, and asked that Staff give a report at a future meeting.

Commissioner Ovrom mentioned a complaint he has received regarding the Transportation Network Companies ("TNCs") drop off and pick up locations around the outside perimeter of the Airport and asked that Staff look into it. He mentioned that Burbank City Council is aware of these complaints. Commissioner Hampton noted that LAX has a designated lot for pickups/drop-offs for the TNCs. Staff informed that BUR does not have a designated lot, but has an area near the terminals for TNCs to conduct business.

11. ADJOURNMENT

The meeting was adjourned at 10:47 a.m. in memory of former Commissioner John J. Kennedy.

Emily Gabel-Luddy, President

Ara Najarian, Secretary

Date

Date

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 19, 2022**

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

Prepared by Anthony Defrenza
Director, Engineering and Maintenance

SUMMARY

At its meeting on August 15, 2022, the Operations and Development Committee (“Committee”) voted (3–0) to recommend that the Commission authorize the exercise of the second of two one-year extension options for the Airport Conveyance Equipment Services Agreement (“Agreement”) with Elevators Etc., LP (“Elevators Etc”).

BACKGROUND

After a competitive process, on December 10, 2018, the Commission awarded the Agreement to Elevators Etc., for a three-year base period, at predetermined rates for monthly preventative maintenance services on all conveyance equipment located within the Airport. This equipment includes six elevators, two escalators and six moving walkways. The Agreement also defined hourly rates for on-call repair services as needed based upon a task-order basis. In October 2021 the Commission authorized the exercise of the first of two one-year extension options. The Agreement currently is set to expire on November 30, 2022 and one one-year extension option is available to the Authority. The Agreement specifies that for each extension option exercised by the Authority, the Fee Schedule for services will be increased based on the most recent previous 12-month period published Consumer Price Index (CPI) rate for all indices for Los Angeles County or by 5.0%, whichever is less. If the proposed extension is approved, then the new expiration date of the Agreement will be November 30, 2023. Additionally, effective December 1, 2022, the annual cost for preventative maintenance will be increased by 5.0% to an annual cost from \$81,738 to \$85,825. The hourly rates for on-call repair services will also increase by 5.0%. As provided for in the Agreement, a proposed notice to extend the Agreement with an updated Attachment G Price list is attached.

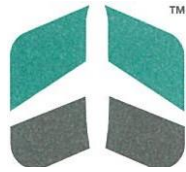
Elevators Etc., is in good standing with its obligations to the Authority and has maintained a satisfactory level of service throughout the base term of the Agreement and the first extension period. For reference, the total cost of on-call repair services in the prior fiscal year was approximately \$50,000. Separately, in July, due to damage caused by a screw from a suitcase, Staff issued a task order to Elevators Etc., in the amount of \$74,788 to replace the 74 damaged steps in one escalator. Elevators Etc., refurbished the damaged steps as part of that task order and they will be used as spares if necessary.

BUDGET

Appropriations for these services are included in the adopted FY 2023 budget.

RECOMMENDATION

At its meeting on August 15, 2022, the Committee voted (3–0) to recommend that the Commission approve the second extension option and authorize staff to issue the notice of extension to Elevators Etc.



**Hollywood
Burbank
Airport**

September 19,
2022

Via e-mail

Mr. Jason Babcock
President
Elevators Etc., LP
4327 E. Cesar E Chavez Avenue
Los Angeles, CA 90022

**Re: Airport Conveyance Equipment Services Agreement dated
December 10, 2018 Exercise Extension Option Number 2**

Dear Mr. Jason Babcock:

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

This letter serves as notice that, at its September 19, 2022, meeting, the Authority Commission approved the exercise of Extension Option 2, extending the term through November 30, 2023.

In accordance with Section 4.C., for each extension option exercised by the Authority, the Fee Schedule shall be increased based on the most recent previous 12-month period published Consumer Price Index (CPI) rate for all indices, Los Angeles County or by 5% whichever is less. As such, the values provided in the updated Fee Schedule table (attached) have been increased by 5.0% and will be effective December 1, 2022.

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

Anthony DeFrenza
Director, Engineering and Maintenance

UPDATED - ATTACHMENT G

FEE SCHEDULE

Preventative Maintenance Services

UPDATED RATES FOR OPTION YEAR 2 (5.0% INCREASE) EFFECTIVE 12/1/22 – 11/30/23

	CONVEYANCE & LOCATION	MONTHLY (12/YEAR)	ANNUAL (1/YEAR)	TOTAL ANNUAL PRICE
	Elevators:			
1	<i>Conveyance # 159273</i> Location: 2509 Hollywood Way Owner ID: RPS #1 Make: Hyundai	\$202.80 \$212.94	\$889.20 \$933.66	\$3,322.80 \$3,488.94
2	<i>Conveyance # 159277</i> Location: 2509 Hollywood Way Owner ID: RPS #2 Make: Hyundai	\$202.80 \$212.94	\$889.20 \$933.66	\$3,322.80 \$3,488.94
3	<i>Conveyance # 161941</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$202.80 \$212.94	\$889.20 \$933.66	\$3,322.80 \$3,488.94
4	<i>Conveyance # 107757</i> Location: 2800 Clybourn Owner ID: MillionAir Make: Oliver & Williams	\$195.00 \$212.94	\$855.00 \$933.66	\$3,195.00 \$3,488.94
5	<i>Conveyance # 044406</i> Location: 2627 Hollywood Way Owner ID: Kitchen Make: Oliver & Williams	\$195.00 \$212.94	\$855.00 \$933.66	\$3,195.00 \$3,488.94
6	<i>Conveyance # 050314</i> Location :2627 Hollywood Way Owner ID: Parking Structure Make: Oliver & Williams	\$195.00 \$212.94	\$855.00 \$933.66	\$3,195.00 \$3,488.94
	Escalators:			
7	<i>Conveyance # 161947</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$400.40 \$420.42	\$2,733.12 \$2869.78	\$7,537.92 \$7,914.82
8	<i>Conveyance # 161946</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$400.40 \$420.42	\$2,733.12 \$2869.78	\$7,537.92 \$7,914.82

UPDATED - ATTACHMENT G

FEE SCHEDULE

	CONVEYANCE & LOCATION	MONTHLY (12/YEAR)	ANNUAL (1/YEAR)	TOTAL ANNUAL PRICE
	Moving Walkways:			
9	<i>Conveyance #161912</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$421.20 \$442.26	\$2,733.12 \$2,869.78	\$7,787.52 \$8,176.90
10	<i>Conveyance # 161913</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$421.20 \$442.26	\$2,733.12 \$2,869.78	\$7,787.52 \$8,176.90
11	<i>Conveyance # 161914</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$421.20 \$442.26	\$2,733.12 \$2,869.78	\$7,787.52 \$8,176.90
12	<i>Conveyance # 161915</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$421.20 \$442.26	\$2,733.12 \$2,869.78	\$7,787.52 \$8,176.90
13	<i>Conveyance # 161916</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$421.20 \$442.26	\$2,733.12 \$2,869.78	\$7,787.52 \$8,176.90
14	<i>Conveyance # 161917</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$421.20 \$442.26	\$2,733.12 \$2,869.78	\$7,787.52 \$8,176.90
	TOTAL MAINTENANCE PRICE:	\$4,544.80 \$4,772.04	\$27,200.16 \$28,560.20	\$81,737.76 \$85,824.68

(continued)

UPDATED - ATTACHMENT G**FEE SCHEDULE**

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

Labor Rates				
#		Rates / Hour		
		Foreman	Journeyman	Apprentice
1	Standard Time	\$268.32 \$281.74	\$268.32 \$281.74	\$187.20 \$196.56
2	Overtime (1.5)	\$454.48 \$477.20	\$454.48 \$477.20	\$318.24 \$334.15
3	Double Time (Weekends and Holidays)	\$535.60 \$562.38	\$535.60 \$562.38	\$374.40 \$393.12
4	Emergency Service Calls	SEE ABOVE		

Other Terms:

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

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

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 19, 2022**

**AWARD OF CONTRACT
HVAC SYSTEM COMPRESSOR REPLACEMENT**

Prepared by Anthony Defrenza
Director, Engineering and Maintenance

SUMMARY

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 award a contract in the amount of \$109,889 to ACCO Engineered Systems ("ACCO") for the replacement of two compressors and associated valves and piping of the Heating Ventilation and Air Condition ("HVAC") system that provides cooling for Building 9.

BACKGROUND

The air conditioning in Building 9 is provided by an HVAC system which includes a 40-ton and 60-ton compressor. Both compressors are over 20 years old and have reached the end of their useful life. The 60-ton compressor has not been kept in regular service since it sustained damage due to an oil pump failure. Although the oil pump was successfully repaired, the compressor sustained a level of damaged which, if kept in continued regular operation, would lead to further internal damage that could contaminate the oil system servicing both compressors, resulting in a potential catastrophic failure of both compressors and the HVAC system in Building 9. Further, due to the age of the current compressors, neither can be rebuilt or rehabilitated, therefore requiring replacement of the equipment as the only viable option.

The compressors are located in a mechanical room on the rooftop of Building 9. It is anticipated the work will require approximately 5 days to complete, during which Building 9 will be without any cooling. During this period, Maintenance Staff will deploy spot coolers to provide a reasonable temperature in the various tenant and Authority offices as well as critical IT rooms located in the building.

Due to the deteriorating condition of the HVAC system Staff reached out to HVAC firms including the Authority's on-call HVAC service provider list for pricing to replace the compressors while maintaining the rest of the HVAC system.

Additionally, replacement of these compressors allows for the use of a more modern refrigerant, extending the life of the HVAC system through the completion of the Replacement Passenger Terminal project.

From the outreach, the two bids received are listed below:

Harbor Pointe:	\$137,819
ACCO:	\$109,889

ACCO submitted a lower bid for the same scope of services and is thus being recommended for award.

ACCO has 90 years of experience working on building mechanical systems throughout the western United States. Over the last 10 years ACCO has successfully completed a number of projects for the Airport, including replacing components of the Building 9 HVAC system of which these compressors are a component, providing the company familiarity and experience working on the existing system.

BUDGET

Appropriations were included in the adopted FY 2023 budget to cover this project.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to award a contract to ACCO for replacement of the Building 9 HVAC compressors and authorization for Staff to issue the associated purchase order.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 19, 2022**

**AWARD OF CONTRACT
SAFETY MANAGEMENT SYSTEM / PART 139 SOFTWARE PROGRAM**

Prepared by Scott Kimball
Deputy Executive Director, Operations, Business, Procurement, SMS

SUMMARY

At its meeting on August 15, 2022, the Operations and Development Committee voted (3–0) to recommend that the Commission award a contract to AeroSimple LLC (“AeroSimple”) for the acquisition of a Safety Management System (“SMS”) and Federal Aviation Regulations Part 139 (“Part 139”) software program in an amount not-to-exceed \$153,500 over a five-year period.

BACKGROUND

As part of the Authority’s commitment to safety, the SMS Department was established four years ago ahead of the pending Federal Aviation Administration (“FAA”) requirement for airports across the nation to implement an SMS program. Staff developed a manual with policies and procedures for SMS, and that manual has been implemented for nearly three years. One of Staff’s goals has been the installation of a software program to collect comprehensive SMS data and provide management with an information support system.

In addition to SMS software, Staff researched the potential for software that would enhance the Part 139 information database and reporting system, which would complement and integrate with the SMS software. The current Part 139 software is a standalone program that does not integrate and share data readily.

In order to develop a Request for Proposals (“RFP”) with a focus on SMS software and a potential Part 139 data integration, as well as to assist with the review and evaluation of responses and testing of software, Staff obtained support services from Faith Group, LLC (“Faith Group”). Faith Group is a full-service consulting and engineering firm specializing in the planning and design of security, IT, safety, operational, and building systems for transportation, government, healthcare, higher education, and commercial clients.

PROGRAM REQUIREMENTS

The SMS and Operations Departments coordinated their respective requirements which concluded that the system must be able to support the four following components of SMS:

1. Policy
2. Safety Risk Management
3. Safety Assurance (Audit)
4. Safety Promotion

In addition to the above, the software needs to be able to: create customized reports; have certain alerting functions; track data, progress, and outcomes; have the ability for a customizable dashboard; and have a mobile application. For the day-to-day Part 139 management by the Operations Department, the program needs to include the SMS functional requirements, Part 139 discrepancy notices, and Notice to Airman (“NOTAM”) management.

A mandatory pre-proposal meeting was attended by seven vendors. Of the seven attendees, three submitted proposals. The table below identifies the proposers:

Company Name	Pre-Bid Meeting Attendee	Proposal Submitted
Aerosimple, Inc	Yes	Yes
Birdi & Associates, Inc.	Yes	No
Environmental Systems Research Institute, Inc.	Yes	No
GCR Inc., DBA Civix	Yes	Yes
Honeywell	Yes	No
OCTANT Aviation	Yes	No
Origami Risk LLC	Yes	Yes

Staff contacted the vendors that chose not to submit a proposal. Those vendors offered the following explanations for not proposing:

1. Environmental Systems Research Institute, Inc (ESRI): stated that it could not satisfy the technical requirements and remain within the cost limits.
2. OCTANT Aviation: stated that the software program sought was not compatible with its field of business.
3. Honeywell: stated that its SMS is catered toward the industrial industry and not aviation.
4. Birdi & Associates: stated that this specific procurement was not one it is able to respond to.

From the three proposals received, AeroSimple, Civix, and Origami Risk, it was discovered during the evaluation period that Origami Risk had not submitted the required references. Origami Risk was provided a twenty-four period to submit reference contacts, however, no response was received. Therefore, Origami Risk was deemed non-responsive.

EVALUATION

1. AeroSimple: While new to the market, this firm has gained a number of airport clients quickly beginning with the release of its Part 139 software module in 2018 and the release of its SMS module in the fall of 2021. While the proposal placed emphasis on Part 139 requirements, the proposal did meet the criteria and requirements for SMS. AeroSimple currently has 35 airport clients in the United States which include large, medium, and small hub airports. Washington Dulles International, Ronald Reagan Washington National Airport, Reno-Tahoe International Airport and Fresno-Yosemite Airport are examples of airports currently utilizing AeroSimple’s SMS and Part 139 modules.

2. Civix: This firm has more than twenty years of experience in aviation. However, only a portion of its clients utilize its SMS and Part 139 modules.

The total fee proposed by each vendor for a five-year period are:

1. AeroSimple: \$153,500
2. Civix: \$535,618

The following table identifies the evaluation panel's weighted proposal and software product demonstration scores for each proposer:

Selection Criteria	SC-1	SC-2	SC-3	SC-4	SC-5	Interviews	TOTAL
	Firm's Exp., Background & Past Performance	Qualifications of Proposed Project Team	Technical Approach & Quality	Fee Schedule	Purchase Agreement Acceptance	Demo	
Weighting Factor:	1	1	1	1	1	1	
Maximum Points Possible	25	25	25	15	10	100	200
FIRM:							
Aerosimple	21	21	22	15	6	86	171
Civix	24	25	24	10	6	69	158

Based on the average of the evaluation panel's scores, AeroSimple has been deemed the highest scoring proposer. AeroSimple met all of the comprehensive functional requirements that were stated in the RFP, including data security requirements operating on the Amazon Web Service platform using Amazon Cloud Service cloud technology. Utilizing cloud technology from data centers within the United States drives down the cost of the software due to not requiring on-site hardware, which is more vulnerable to data corruption, hacking, and broken hardware.

AeroSimple operates out of two offices located in the United States - Denver, Colorado and New Haven, Connecticut. The business is registered in Wyoming as a Limited Liability Company, and Staff has verified that the registration is in good standing with the Wyoming Secretary of State.

AeroSimple provided three airport client references, Des Moines International Airport, Fresno Yosemite International Airport, and John Glenn Columbus International Airport. All three references provided positive feedback.

As part of the review process, Staff was able to access and familiarize themselves with the functionality of the modules via a hands-on trial demonstration provided by AeroSimple. The results were deemed satisfactory in meeting the Authority's needs.

-3-

The main difference in costs between the two proposals is the Civix system requires on-site hardware to operate its program. In addition to being costly, this hardware requires space and an operating environment to work within, both of which are of limited availability at the Airport.

BUDGET IMPACT

The first-year initial startup costs amount to \$41,500 for which appropriations are included in the adopted FY 2023 budget. For each year thereafter, an annual required recurring amount of \$28,000 will be included in future budget programs.

RECOMMENDATION

At its meeting on August 15, 2022, the Committee voted (3–0) to recommend that the Commission award a contract to AeroSimple in a not-to-exceed amount of \$153,500 for an SMS and Part 139 software program with data storage and related services for a five-year period, and authorize Staff to execute the purchase documentation.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 19, 2022**

**FIRST AMENDMENT TO AVIATION HANGAR LEASE
STAR AVIATION, INC.**

Prepared by Scott Kimball
Deputy Executive Director, Operations, Business, Procurement, SMS

SUMMARY

At its meeting on August 15, 2022, the Finance and Administration Committee (“Committee”) voted (2–0) to recommend that the Commission approve a proposed First Amendment (“Amendment”) to the Aviation Hangar Lease (“Lease”) with Star Aviation, Inc. (“Star Aviation”) extending the term of the Lease for an additional ten years to October 31, 2032, for Hangar 22 located in the northwest quadrant of the Airport.

BACKGROUND

The Authority previously leased Hangar 22 to Chartwell Aviation. In April 2018, due to the passing of Chartwell Aviation’s owner, the Commission approved an assignment of that agreement to Star Aviation. On October 15, 2018, the Commission granted Star Aviation a Lease for the hangar with a term of five years. Star Aviation utilizes the hangar for the operation and housing of its Boeing 737 BBJ.

The Lease has an expiration date of October 31, 2023. Per section 2.2 of the Lease, Star Aviation has the option to extend the term for an additional five years by notifying the Authority in writing of its desire to exercise the extension option no later than 180 days prior to the expiration date.

In September 2021, Star Aviation expressed its desire to exercise the five-year extension option and requested that the Authority consider approving an additional five-year extension so that the new expiration date will be October 31, 2032. The request is based on capital improvements made by Star Aviation under the Authority’s tenant improvement process contained in the Lease, and totaled approximately \$108,000. These capital improvements include a security camera installation, upgraded fire and security monitoring and alarm system, and a fiber optic internet access upgrade.

Star Aviation has been and continues to be a tenant in good standing meeting all its obligations under the Lease.

DETAILS

Key components of the proposed Amendment are as follows:

Use: Storage of general aviation aircraft

Premises: Hangar 22

<u>New Expiration Date:</u>	October 31, 2032
<u>Rent:</u>	\$741,045.38 per year or \$61,753.78 per month.
<u>Adjustment:</u>	Greater of 3% of Annual Base Rent or 120% of CPI annually
<u>Termination:</u>	Six (6) months prior written notice to Tenant by Landlord
<u>Others:</u>	Tenant responsible for expenses related to occupancy including maintenance, utilities, share of property insurance, and applicable taxes

BUDGET IMPACT

The proposed Amendment will extend the tenancy of Hangar 22 and the associated rental revenue through October 31, 2032.

RECOMMENDATION

At its meeting on August 15, 2022, the Committee voted (2–0) to recommend that the Commission approve the proposed Amendment with Star Aviation and authorize the President to execute same.

FIRST AMENDMENT TO AVIATION HANGAR LEASE

This FIRST AMENDMENT TO AVIATION HANGAR LEASE (this “Amendment”) is dated as of _____, 2022 (“Effective Date”) and is entered into by and between the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale and Pasadena, California, pursuant to the California Joint Exercise of Powers Act (“Landlord”), and STAR AVIATION, INC., a Delaware corporation (“Tenant”).

RECITALS

A. Landlord and Tenant are parties to an Aviation Hangar Lease dated October 15, 2018 (the “Lease”).

B. Landlord and Tenant desire to amend the Lease as hereinafter set forth.

THEREFORE, in consideration of the foregoing recitals, the mutual terms set forth below, and other consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Extension of Term; No Further Extension Options. The term of the Lease is hereby extended to October 31, 2032. Section 2.2 of the Lease is hereby deleted.

2. Additional Tenant Covenants. The following is hereby added to the Lease as new Sections 4.3.5 and 4.3.6:

4.3.5 Air Quality Improvement Plan. In addition to complying with Section 4.3.3, Tenant shall also comply with the following provisions of the Burbank Airport’s Air Quality Improvement Plan:

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

demonstrate compliance with the Airport GSE emissions targets.

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

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

3. No Other Changes. Except as expressly modified herein, all of the terms of the Lease shall remain in full force and effect.

4. Entire Agreement; Conflict. This Amendment, in conjunction with the Lease, as amended, constitutes the entire agreement of Landlord and Tenant with respect to the subject matter hereof and supersedes all oral and written agreements and understandings regarding the subject matter hereof. In the event of any conflict between the terms of the Lease, and the terms of this Amendment, the terms of this Amendment shall control. This Amendment shall be binding upon and inure to the benefit of Landlord, Tenant and their respective successors and permitted assigns.

IN WITNESS WHEREOF, this Amendment has been executed by the undersigned as of the date first written above.

[Signature Page Immediately Follows]

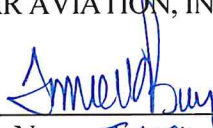
LANDLORD:

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY, a public entity

By: _____
Print Name: _____
Title: President

TENANT:

STAR AVIATION, INC.

By: 
Print Name: Timothy J. Bug
Title: Vice President of Aviation Operations

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 19, 2022**

**FIRST AMENDMENT TO GROUND LEASE
VEHICLE EFFECTS, INC.**

Prepared by Scott Kimball
Deputy Executive Director, Operations, Business, Procurement, SMS

SUMMARY

At its meeting on August 15, 2022, the Finance and Administration Committee ("Committee") voted (2–0) to recommend that the Commission approve a proposed First Amendment ("Amendment"), copy attached, to the Ground Lease ("Lease") with Vehicle Effects, Inc. ("Vehicle Effects"). The proposed Amendment extends the term of the Lease from a month-to-month basis to three years expiring on September 30, 2025, for a 5,000 square foot lot located on the northwest quadrant of the Airport at 7604 Wheatland Avenue in Sun Valley.

BACKGROUND

Vehicle Effects is an entertainment company that has been supplying on-screen vehicles to the entertainment industry for over 20 years. It specializes in producing, maintaining, and storing custom-built vehicles used by the major movie production companies.

On July 16, 2018, the Commission approved a three-year Lease for the storage of the above-described vehicles. Per Section 2.1 of the Lease, the term has extended on a month-to-month basis since July 31, 2021. Because Vehicle Effects has continued to utilize the parcel over the past year, Staff contacted the firm regarding its interest in amending the Lease to set a specific term rather than remaining on a month-to-month basis. Vehicle Effects advised of its continued need for the space and its desire to extend the term through September 30, 2025. As Vehicle Effects is in good standing with its obligations, Staff concluded a negotiation for the proposed Amendment extending the term.

DETAILS

Key components of the proposed Amendment are as follows:

<u>Use:</u>	Storage and parking of motion picture vehicles
<u>Premises:</u>	5,000 sq. ft. lot at 7604 Wheatland Ave., Sun Valley, CA
<u>New Expiration Date:</u>	September 30, 2025
<u>Rent:</u>	\$17,847.96 per year or \$1,487.33 per month.
<u>Adjustment:</u>	Greater of 3% of Annual Base Rent or 120% of CPI, not to exceed 6% annually.

Termination: Ninety days' prior written notice

Others: Tenant responsible for expenses related to occupancy including maintenance, utilities, share of property insurance, and applicable taxes

BUDGET IMPACT

The proposed Amendment is revenue neutral.

RECOMMENDATION

At its meeting on August 15, 2022, the Committee voted (2–0) to recommend that the Commission approve the proposed Amendment with Vehicle Effects and authorize the President to execute same.

FIRST AMENDMENT TO GROUND LEASE

This FIRST AMENDMENT TO GROUND LEASE (this “Amendment”) is dated as of _____, 2022 (“Effective Date”) and is entered into by and between the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale and Pasadena, California, pursuant to the California Joint Exercise of Powers Act (“Landlord”), and VEHICLE EFFECTS, INC., a California corporation (“Tenant”).

RECITALS

- A. Landlord and Tenant are parties to a Ground Lease dated July 16, 2018 (the “Lease”).
- B. Landlord and Tenant desire to amend the Lease, as more particularly set forth below.

THEREFORE, in consideration of the foregoing recitals, the mutual terms set forth below, and other consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Term. As of October 1, 2022: (i) the term of the Lease is extended to September 30, 2025; however, either party shall have the right to terminate the Lease upon ninety (90) days’ prior written notice to the other; and (ii) Section 2.3.1 of the Lease is deleted.
2. Base Rent and Adjustments. As of October 1, 2022, the monthly Base Rent shall be \$1,487.33, which shall be adjusted annually in accordance with Section 3.1.2 of the Lease. Section 3.1.2 of the Lease is replaced with the following:

3.1.2. Base Rent Adjustments.

3.1.2.1. Definitions

(i) The term “Adjustment Date” shall mean the first day of the Annual Period commencing in October, 2023 and in each Annual Period thereafter (or each twelve (12) calendar month period during any holdover tenancy permitted by Landlord after the Expiration Date).

(ii) The term “Adjustment Index” shall mean the Consumer Price Index for the month of August of the calendar year containing the applicable Adjustment Date.

(iii) The term “CPI Increase” shall mean the percentage increase in the Consumer Price Index.

(iv) The term “Consumer Price Index” shall mean the Consumer Price Index for All Urban Consumers for the Los Angeles – Long Beach – Anaheim statistical area (CPI-U) (1982-84 =100) (the “Index”) published by the United States Department of Labor, Bureau of Labor Statistics.

(v) The term “Adjusted Annual Base Rent” shall mean the greater of: (a) the Annual Base Rent (as may have been previously adjusted) payable during the immediately preceding Annual Period increased by an amount equal to the product of one hundred twenty percent (120%) of the CPI Increase (rounded to the nearest hundredth) for the immediately preceding Annual Period, or (b) one hundred and three percent (103%) of the Annual Base Rent (as may have been previously adjusted) payable during the immediately preceding Annual Period. However, in no event shall the Adjusted Annual Base Rent be more than six percent (6%) greater than the Annual Base Rent (as it may have been previously adjusted) for the previous Annual Period. The following is an example of the calculation under the preceding clause (a):

$$\begin{array}{rcl}
 \frac{\text{Adjustment Index} - \text{Prior Index}}{\text{Prior Index}} & = & \text{CPI Increase} \\
 \text{CPI Increase} \times 1.2 & = & 120\% \text{ of CPI Increase} \\
 120\% \text{ of CPI Increase} & = & \text{xx.xx}\%
 \end{array}$$

(vi) The term “Prior Index” shall mean on each Adjustment Date, the Consumer Price Index used as the Adjustment Index on the prior Adjustment Date (or in the case of the first adjustment, the Consumer Price Index for the month of April of the prior calendar year).

3.1.2.2. Adjustments. Commencing on October 1, 2023, and thereafter on each Adjustment Date, the Annual Base Rent applicable to the Leased Premises (including all office space and hangar space) shall be increased (but not decreased) to the Adjusted Annual Base Rent.

3.1.2.3. CPI Changes. In the event the Consumer Price Index is changed so that the base year differs from that used for the Prior Index, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. In the event the Index is discontinued or revised during the term of this Lease, such other governmental index or computation with which it is replaced shall be used.”

3. Air Quality Improvement Plan and BTMO Program. The following is added to the Lease as a new Section 4.6:

“4.6 Air Quality Improvement Plan. In addition to complying with Section 4, Tenant shall also comply with the certain provisions of the Burbank Airport’s Air Quality Improvement Plan:

4.6.1 Ground Support Equipment Emissions Policy. Airlines

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

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

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

4. Executive Director Authority. The Executive Director of Landlord, acting on behalf of Landlord, shall have the authority to: (i) give written notice of termination under Section 1, and (ii) enter into further amendments of the Lease with Tenant which extend the fixed term of the Lease, and/or adjust or relocate the Leased Premises, provided such further amendments are in writing; however, the foregoing shall not be construed to limit any rights that Landlord currently has under the Lease (such as unilateral relocation rights under Section 1.2).

5. No Other Changes. Except as expressly modified herein, all of the terms of the Lease shall remain in full force and effect.

6. Entire Agreement; Conflict. This Amendment, in conjunction with the Lease, as amended,

constitutes the entire agreement of Landlord and Tenant with respect to the subject matter hereof and supersedes all oral and written agreements and understandings regarding the subject matter hereof. In the event of any conflict between the terms of the Lease, and the terms of this Amendment, the terms of this Amendment shall control. This Amendment shall be binding upon and inure to the benefit of Landlord, Tenant and their respective successors and permitted assigns.

IN WITNESS WHEREOF, this Amendment has been executed by the undersigned as of the date first written above.

LANDLORD:

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY, a public entity


By: _____
Print Name: _____
Title: _____

Approved as to Form:

Richards, Watson & Gershon,
Authority Counsel

TENANT:

VEHICLE EFFECTS, INC.

By:  _____
Print Name: Dennis McCarthy
Title: President

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 19, 2022**

**REPLACEMENT PASSENGER TERMINAL PROGRAM MANAGER
JACOBS PROJECT MANAGEMENT COMPANY
TASK ORDER AUTHORIZATION**

Prepared by
Patrick Lammerding
Deputy Executive Director, Planning and Development

SUMMARY

At its meeting on September 7, 2022, the Executive Committee ("Committee") voted unanimously (3–0) to recommend that the Commission approve Task Order #2 in the amount of \$1,463,249.51 with Jacobs Project Management Co. ("Jacobs") for program management services for the Replacement Passenger Terminal ("RPT") project.

BACKGROUND

On April 27, 2022, the Commission awarded Jacobs a Professional Services Agreement ("PSA") in the amount of \$42 million and authorized Task Order #1 in the amount of \$1,419,896 for the first ninety days of the engagement. Within that initial task order, Jacobs has completed the Request for Qualifications ("RFQ") and the Request for Proposals ("RFP") for the progressive design-builder procurement and related documents. The RFQ has been issued, a shortlist of firms approved, the RFP has been distributed to shortlisted firms, and a mandatory preproposal meeting has been conducted.

Additionally, Jacobs has revised the Cost Estimate, updated the Schedule for the RPT project, initiated the Concept of Operations information gathering, and provided reports to the Commission, the Committee and the Airlines.

As the project moves to the next level of activities and as required under the PSA, Jacobs has submitted a proposed Task Order #2 with the following scope:

1. Procurement Support
 - a. Review and respond to Requests for Information received from the proposers
 - b. Participate in the Pre-Proposal Conference
 - c. Assist in finalizing the design-build contract with the selected proposer
2. Financing Support
 - a. Continue to work with the Authority's financing team to provide information in support of the plan of finance
 - b. Assistance with incorporating the RPT project in the State Transportation Improvement Program
3. Project Administration
 - a. On-board Project Labor Agreement administrator
 - b. Set up certified payroll control systems
 - c. Finalize invoicing procedures with the Accounting Department

- d. On-board Art Consultant and initiate the public art program per Burbank Municipal Code
- 4. Project Management
 - a. Finalize Project Management Information System
 - i. Obtain necessary software licenses
 - ii. Develop monthly report formats
 - iii. Develop dashboard reports
 - iv. Finalize Document Controls systems
 - v. Develop Master Schedule
 - b. Provide regular updates to the Commission and Executive Staff
 - c. Outreach to local agencies (Burbank Building and Safety, Burbank Water & Power, etc.) advising of project schedule and initiating coordination efforts
 - d. Initiate development of a project Risk Register
 - e. Implement the governance structure and initiate regularly scheduled meetings
 - f. Establish temporary project management office (“PMO”) in Building #3
- 5. Staffing
 - a. Continue on-boarding of permanent personnel (Jacobs and subconsultants)
- 6. Additional Engineering/Planning
 - a. Pre-planning for design-builder PMO site
 - b. Evaluation of electrical demand calculations to determine if additional power may be required
 - c. Work with the Maintenance Department to develop Computerized Maintenance Management System integration with CADD/BIM from design-builder
 - d. Continue to develop project sustainability targets
- 7. As Needed Support to Staff

FUNDING

The adopted FY 2023 budget includes appropriations for program management services in support of the RPT project.

RECOMMENDATION

At its meeting on September 7, 2022, the Committee voted unanimously (3–0) to recommend that the Commission approve Task Order #2 in the amount of \$1,463,249.51 under the PSA with Jacobs.



Procurement Department
2627 N. Hollywood Way
Burbank, CA 91505
P: 818-840-8840 E: purchasing@bur.org
Burbank-Glendale-Pasadena Airport Authority

TASK ORDER (TO)

To Firm: Jacobs Project Management Co.	
SA/P.O. No: A7110	Account No.: 40701-9705
T.O. Order No: TO-2	Effective Date: September 19, 2022
T.O. Revision No:	Revision Date: September 19, 2022
Originator: John T. Hatanaka	Phone No: 818-729-2225

This Task Order (TO) is issued pursuant to the applicable Services Agreement (SA) between the Burbank-Glendale-Pasadena Airport Authority (Authority), owner/operator of Hollywood Burbank Airport and your Firm, pursuant to terms and conditions of the SA indicated, for the services described below.

Additional sheet(s) attached? ☒ Yes ☐ No

Please check if applicable: ☒ Statement of Work attached ☐ Specification attached ☐ Other attachment

DESCRIPTION / SERVICE CATEGORY:
Task Order 2, Scope of Work: Procurement Services for PDB; Financing Support for FA and Feasibility Consultant; Project Administration; Project Management; Onboarding of additional permanent staff and Additional Engineering/Planning Services

Task Order Pricing Basis

Time & Materials, Fee Schedule/Rates:	<input checked="" type="checkbox"/>
Estimated not-to-exceed amount:	\$ <u>1,463,250</u>
Estimated revision amount:	\$ <u>0</u>
Total of previous revisions:	\$ <u>0</u>
Current estimated not-to-exceed amount:	\$ <u>1,463,250</u>

This Task Order is also a Notice to Proceed immediately with the services described, with final completion on December 31, 2022. **Time shall be of the essence in the performance of this Task Order.**

All services are subject to acceptance by the Authority. All required supporting documentation to be included with Invoice Applications for Payment including a copy of the fully executed Task Order.

Except as may be modified herein, all other contract terms and conditions are unchanged.

This Task Order is accepted and agreed by authorized representatives of the parties as indicated below:

Jacobs Project Management Co.
Company Name

Ronald C. Siecke

Authorized Signature

Ronald C. Siecke, P.E.

Name

Principal-In-Charge

Title

September 19, 2022

Date

Burbank-Glendale-Pasadena Airport Authority
Company Name

Authorized Signature

Name

Title

Date



**Challenging today.
Reinventing tomorrow.**

2600 Michelson Drive
Suite 500
Irvine, CA 92612
United States
T -754-215-1770
www.jacobs.com

August 9, 2022

Attn: Frank Miller
Executive Director
Burbank-Glendale-Pasadena Airport Authority
2627 N. Hollywood Way
Burbank, CA 91505

Project name: Replacement Passenger Terminal (RPT)
Project no: PO #A7110

Subject: Task Order 2

Dear Mr. Miller,

Jacobs appreciates the continued opportunity to support the Burbank-Glendale-Pasadena Airport Authority (BGPAA) with the implementation of the Hollywood Burbank Airport Replacement Passenger Terminal (RPT) Project. With this letter we are transmitting the scope, schedule and budget for work to be performed from August through December of 2022 under Task Order 2. Except for finalizing the Project Management Manual (PMM), Jacobs has completed all of the deliverables detailed in Task Order 1 (TO-1), also known as the 90-day plan. Under the 90-day plan, Jacobs mobilized an initial response team to rapidly initiate the RPT Project restart. Our goal was to quickly assess the status of the project deliverables and get the project back on track. Our activities focused on the following activities.

- Assess the status of all Phase 1 deliverables
- Complete the progressive design builder procurement documents
- Complete the program governance documents to ensure BGPAA's ability to monitor and control the project, and
- Evaluate and update the current cost model.

As stated above, Jacobs was able to complete all the Phase 1 deliverables, (the PMM will be completed in August), and get the project back on a schedule to have the progressive design builder under contract before the end of the year. The following is a list of accomplishments over the past 90-days.

- Completion of the Request for Qualifications (RFQ)
- Release of the RFQ, receipt of five Statement of Qualifications (SOQs), and short-listing of three progressive design build teams.
- Completion of the Request for Proposal (RFP) documents
- Release of the RFP
- Completion of an updated cost model demonstrating a significant reduction in the estimated cost of the project.
- Completion of an updated schedule demonstrating a significant reduction in the time to complete the project.
- Outreach and coordination with the FAA regarding approval of the progressive design build delivery model.
- Conducted a stakeholder meeting with the Airlines and Airlines Technical Representative (ATR) presenting the revised schedule.

In addition, Jacobs was able to add the preparation of an Airport Construction Safety Manual and a Concept of Operations (ConOps) Manual within the existing TO-1 budget. The ConOps Manual will help inform the progressive design builder of newly planned operational requirements during the development of the conceptual design for the project. The Airlines are also heavily involved in the development of the ConOps Manual which will help to integrate the team prior to the design builder coming on board, as well as giving the Airlines more opportunities to provide input into the programming of the new facilities.

The scope of work for Task Order 2 (TO-2) is primarily focused on establishing the permanent project management team, and ensuring that all the policies, processes and procedures are in place to successfully manage and implement the project before the design builder is brought under contract. The scope of work is divided into the following areas.

1. Procurement Support
 - a. Review and respond to Requests for Information (RFIs) received from the proposers.
 - b. Participate in the Pre-Proposal Conference
 - c. Assist in finalizing the Phase 1 contract with the design builder.
2. Financing Support
 - a. Continue to work with the Authority's financing team to provide information in support of the plan of finance.
 - b. Assistance with incorporating the RPT Project in the STIP
3. Project Administration
 - a. On-board Project Labor Agreement (PLA) administrator
 - b. Set up certified payroll control systems
 - c. Finalize invoicing procedures with BGPAA's accounting department
 - d. On-board Art Consultant and initiate the public art program per Burbank Municipal Code (10-1-1114).
4. Project Management
 - a. Finalize Project Management Information System
 - i. Obtain necessary software licenses
 - ii. Develop monthly report formats
 - iii. Develop dashboard reports
 - iv. Finalize Document Controls systems
 - v. Develop Master Schedule
 - b. Provide regular updates to the Commission and Executive Staff
 - c. Outreach to local agencies (Burbank Building and Safety, Burbank Water & Power, etc.) advising of project schedule and initiating coordination efforts
 - d. Initiate development of a project Risk Register
 - e. Implement the governance structure and initiate regularly scheduled meetings.
 - f. Establish temporary Jacobs PMO in Building #3.

5. Staffing
 - a. Continue on-boarding of permanent staff. (Jacobs and subconsultants)
6. Additional Engineering/Planning
 - a. Pre-planning for DB PMO site.
 - b. Evaluation of electrical demand calculations to determine if addition power may be required.
 - c. Work with BGPAA Maintenance to develop Computerized Maintenance Management System integration with CADD/BIM from design builder.
 - d. Continue to develop project sustainability targets.
7. As Needed Support to BGPAA

Please feel free to contact me with any questions.

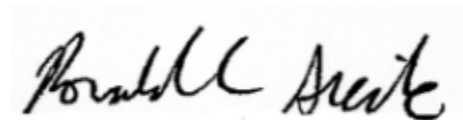
Sincerely,



Perry L. Martin
Deputy Program Manager

754-215-1770
perry.martin@jacobs.com

Copies to: John Hatanaka
Patrick Lammerding
Roger Johnson
Jeff Sedlak
Ron Siecke



Ron Siecke
Vice President, US West Aviation Solutions Leader
310.488.1466

Task Order 2 Estimate

Labor Estimate											
			Task Order 02								
			2022								
	Staff Member	Position	Status	Aug	Sept	Oct	Nov	Dec	Total	Rate	Total
Jacobs	Ron Siecke	Principal in Charge	PT	2	4	4	4	4	18	\$391.31	\$7,044
Jacobs	Jeff Sedlak	Procurement Manager	PT	24	24	4	4		56	\$319.96	\$17,918
Jacobs	Roger Johnson	Exec. Program Manager/Advisor	FTE/PT	104	160	160	160	160	744	\$391.71	\$291,432
Jacobs	Perry Martin (FTE)	Project Manager	FTE	104	160	160	160	160	744	\$274.43	\$204,178
Jacobs	Janice Lee	Deputy PM/Stakeholder Manager	PT/FTE		80	80	80	160	400	\$232.00	\$92,800
Jacobs	Anna Ledesma	Administrator/Doc. Control Tech	PT/FTE	40	80	80	80	160	440	\$100.23	\$44,101
Sub	Ishwar Gurung	Project Controls Manager/PMIS	PT/FTE	80	180	200	180	160	800	\$200.00	\$160,000
Sub	Ishwar Gurung	Scheduler	PT		20	40	40		100	\$175.00	\$17,500
Jacobs	Chatherine Trevett/TBD	Document Control Manager	PT/FTE	24	24	24	24	24	120	\$152.33	\$18,280
Jacobs	Norm Petersen	Construction Manager	PT/FTE	24	40	60	48	72	244	\$308.26	\$75,215
TBD	TBD	Design Manager	PT/FTE				60	120	180	\$241.00	\$43,380
Lenax	TBD	Estimator	PT/FTE								\$25,000
Jacobs	Scott Nance	MEP SME	PT/FTE		24	24	24		72	\$205.00	\$14,760
TBD	TBD	BIM/CADD Manager	PT/FTE			40	32	32	104	\$144.00	\$14,976
TBD	TBD	Environmental Specialist	PT			24	24	24	72	\$216.00	\$15,552
Sub	Susan Gray	Public Art Consultant	PT								\$35,000
Jacobs	TBD	Surveying	PT		32	24	24		80	\$175.00	\$14,000
Sub	TBD	Project Labor Agreement Admin.	PT								\$35,000
Trifiletti Consulting	Lisa Trifiletti	Entitlement Consultant	PT								\$75,000
Totals											1,201,135.92
ODC Expenses											\$120,113.59
PMO Establishment											\$67,000.00
PMIS Hardware and Licenses											\$75,000.00
Grand Total											\$1,463,249.51

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 19, 2022**

**DETERMINATIONS REGARDING RETURN TO IN-PERSON MEETINGS
AND 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 provide direction on the return to in-person Commission and Committee meetings at the Airport. Additionally, this item gives the Commission an opportunity to make the findings specified in AB 361 (2021) for special Brown Act requirements for teleconference meetings.

BACKGROUND

Since the start of the COVID-19 pandemic and Governor Newsom's relaxation of Brown Act requirements, the Authority has followed the course of many other local public agencies and held teleconference meetings to promote social distancing and protect public safety. The Governor's executive orders allowed 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 executive orders expired on September 30, 2021, and teleconference meetings now are conducted pursuant to AB 361, which confers similar flexibility.

In order for a local public agency to be subject to the AB 361 special Brown Act requirements for teleconference meetings, the legislative body of the agency must periodically make two findings. First, the legislative body must find 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.

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. In particular, 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.

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STAFF REPORT\COMMISSION\9-19-22

DETERMINATIONS REGARDING RETURN TO IN-PERSON MEETINGS
AND AB 361 FINDINGS FOR SPECIAL BROWN ACT REQUIREMENTS
FOR TELECONFERENCE MEETINGS

MASK MANDATE STATUS

As of the preparation of this staff report, the Los Angeles County Department of Public Health has not reimposed a universal indoor masking requirement. However, the County's April 21, 2022 Responding Together at Work and in the Community Order (copy attached as Exhibit 1) continues to be in effect. That health order requires that masks be worn by everyone age 2 and older, regardless of COVID-19 vaccination status, in certain settings including airports and other indoor transportation hubs.

RECOMMENDATION

Staff recommends that the Commission provide direction on when the Authority will return to in-person Commission and Committee meetings at the Airport. Additionally, Staff recommends that the Commission determine whether to make the AB 361 findings for special Brown Act requirements for teleconference meetings. If the Commission desires that the Authority be able to utilize that statute's teleconference meeting flexibility for another 30 days, then the appropriate motion is:

"I move that the Commission make the following findings: (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."

Attachment:

Exhibit 1: Responding Together at Work and in the Community Order

Hollywood Burbank Airport

REVENUE PASSENGERS

	July			January - July		
	2022	2019	% Change	2022	2019	% Change
Signatory Airlines						
Alaska Airlines	43,693	64,646	-32.41%	258,088	348,876	-26.02%
American Airlines	30,429	33,119	-8.12%	194,367	210,469	-7.65%
Avelo Airlines	33,995	0	N/A	212,547	0	N/A
Delta Airlines	14,347	24,935	-42.46%	104,246	121,326	-14.08%
Flair Airlines	1,857	0	N/A	11,182	0	N/A
JetBlue Airways	10,164	18,790	-45.91%	82,540	145,455	-43.25%
Southwest Airlines	373,206	355,089	5.10%	2,234,019	2,391,243	-6.57%
Spirit Airlines	17,237	14,666	17.53%	63,778	38,179	67.05%
United Airlines	18,148	30,697	-40.88%	87,551	189,175	-53.72%
Non-Signatory Airlines						
Frontier Airlines	4,121	0	N/A	56,369	0	N/A
Total Revenue Passengers	547,197	541,942	0.97%	3,304,687	3,444,723	-4.07%
Inbound (deplaned)	274,215	271,832	0.88%	1,653,269	1,720,693	-3.92%
Outbound (enplaned)	272,982	270,110	1.06%	1,651,418	1,724,030	-4.21%

AIRCRAFT OPERATIONS

	July			January - July		
	2022	2019	% Change	2022	2019	% Change
Landings & Takeoffs						
Air Carrier	5,798	6,184	-6.24%	38,055	37,775	0.74%
Air Taxi	1,844	1,792	2.90%	12,909	13,244	-2.53%
General Aviation	2,261	2,755	-17.93%	15,875	18,552	-14.43%
Military Itinerant	27	36	-25.00%	252	305	-17.38%
Subtotal	9,930	10,767	-7.77%	67,091	69,876	-3.99%
Pass Through BUR Airspace						
Civil Local	2,327	2,221	4.77%	15,685	15,665	0.13%
Military Local	0	0	N/A	0	0	N/A
Subtotal	2,327	2,221	4.77%	15,685	15,665	0.13%
Total Aircraft Operations	12,257	12,988	-5.63%	82,776	85,541	-3.23%

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

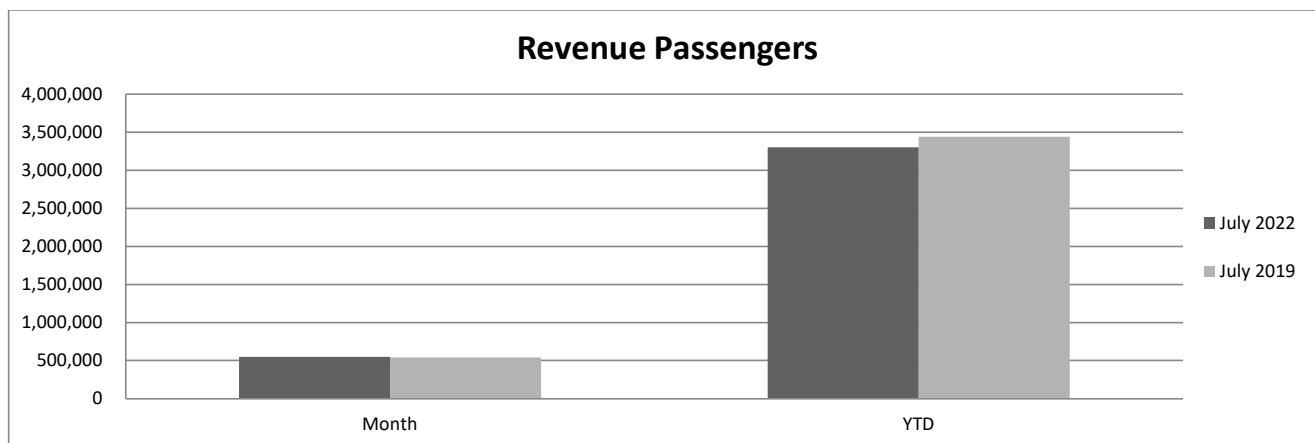
* 2019 Year-to-Date numbers include January - February 2020, and March - July 2019 totals.

Hollywood Burbank Airport

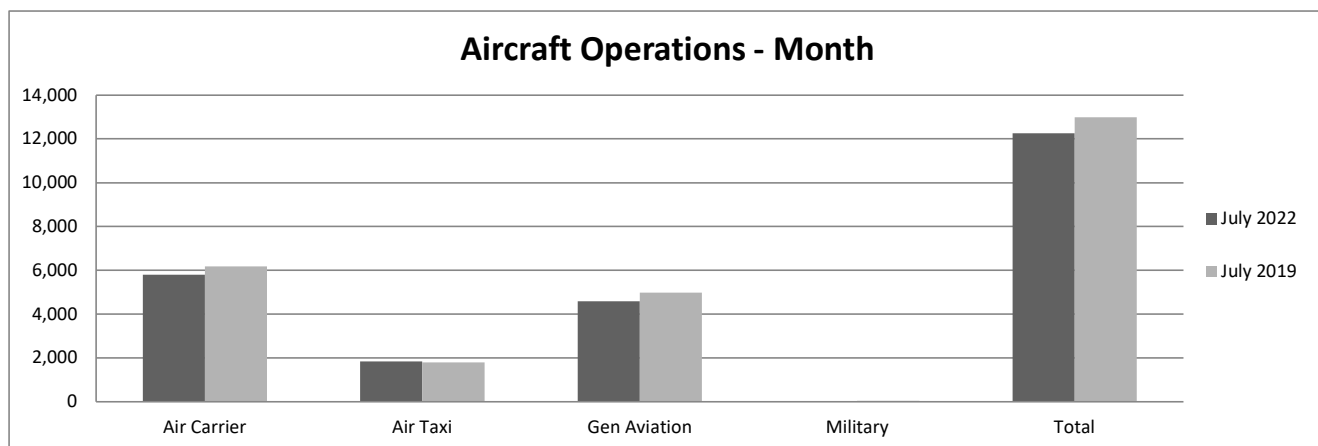
AIR CARGO (lbs.)	July			January - July		
Signatory Airlines	2022	2019	% Change	2022	2019	% Change
Alaska Airlines	1,358	900	50.89%	7,907	4,259	85.65%
American Airlines	0	0	N/A	621	29	2041.38%
Avelo Airlines						
Delta Airlines						
Flair Airlines						
JetBlue Airways						
Southwest Airlines	140,226	155,531	-9.84%	1,478,560	1,185,032	24.77%
Spirit Airlines						
United Airlines	0	38	-100.00%	0	45,534	-100.00%
Non-Signatory Airlines						
Frontier Airlines						
Other Scheduled Carriers						
Federal Express	2,507,689	4,340,727	-42.23%	24,572,411	30,160,065	-18.53%
United Parcel Service	3,386,192	4,496,904	-24.70%	26,590,153	28,712,572	-7.39%
Charter/Contract Carriers						
Ameriflight	163,590	268,708	-39.12%	1,209,447	1,651,691	-26.78%
Total Air Cargo	6,199,055	9,262,808	-33.08%	53,859,099	61,759,182	-12.79%
Inbound (deplaned)	3,149,898	4,627,992	-31.94%	27,092,274	30,816,111	-12.08%
Outbound (enplaned)	3,049,157	4,634,816	-34.21%	26,766,825	30,943,071	-13.50%

MAIL (lbs.)	July			January - July		
	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%

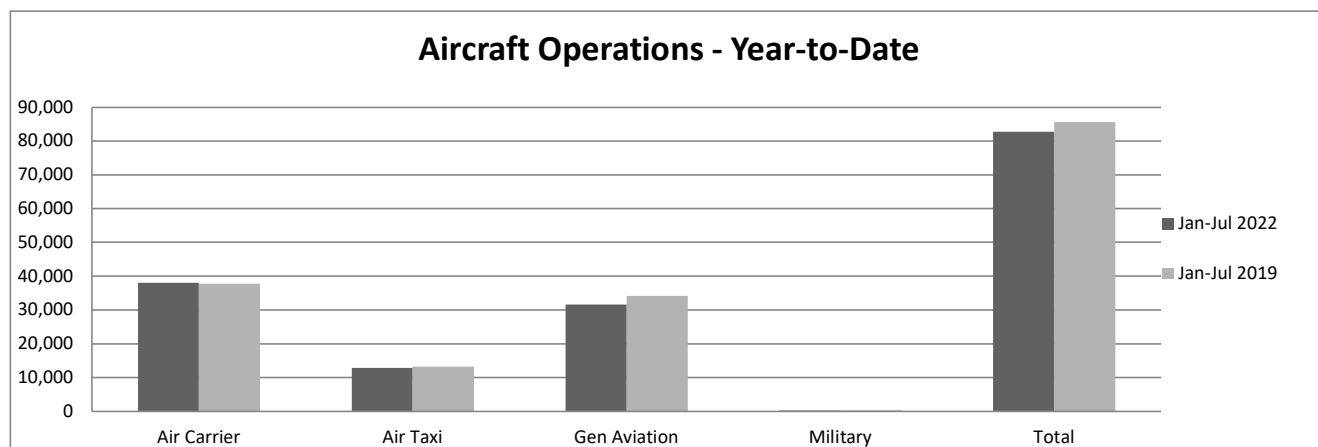
* 2019 Year-to-Date numbers include January - February 2020, and March - July 2019 totals.



Revenue Passengers	Month	YTD
July 2022	547,197	3,304,687
July 2019	541,942	3,444,723
% Change	0.97%	-4.07%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
July 2022	5,798	1,844	4,588	27	12,257
July 2019	6,184	1,792	4,976	36	12,988
% Change	-6.24%	2.90%	-7.80%	-25.00%	-5.63%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Jul 2022	38,055	12,909	31,560	252	82,776
Jan-Jul 2019	37,775	13,244	34,217	305	85,541
% Change	-2.53%	-14.43%	-7.77%	-17.38%	-3.23%

Hollywood Burbank Airport

REVENUE PASSENGERS

	July			January - July		
	2022	2021	% Change	2022	2021	% Change
Signatory Airlines						
Alaska Airlines	43,693	44,276	-1.32%	258,088	160,134	61.17%
American Airlines	30,429	31,963	-4.80%	194,367	149,019	30.43%
Avelo Airlines	33,995	47,966	-29.13%	212,547	122,002	74.22%
Delta Airlines	14,347	17,865	-19.69%	104,246	76,214	36.78%
Flair Airlines	1,857	0	N/A	11,182	0	N/A
JetBlue Airways	10,164	10,990	-7.52%	82,540	18,795	339.16%
Southwest Airlines	373,206	267,807	39.36%	2,234,019	920,143	142.79%
Spirit Airlines	17,237	4,705	266.35%	63,778	17,641	261.53%
United Airlines	18,148	3,775	380.74%	87,551	21,214	312.70%
Non-Signatory Airlines						
Frontier Airlines	4,121	9,784	-57.88%	56,369	9,784	476.13%
Total Revenue Passengers	547,197	439,131	24.61%	3,304,687	1,494,946	121.06%
Inbound (deplaned)	274,215	219,438	24.96%	1,653,269	748,453	120.89%
Outbound (enplaned)	272,982	219,693	24.26%	1,651,418	746,493	121.22%

AIRCRAFT OPERATIONS

	July			January - July		
	2022	2021	% Change	2022	2021	% Change
Landings & Takeoffs						
Air Carrier	5,798	4,194	38.25%	38,055	18,203	109.06%
Air Taxi	1,844	1,816	1.54%	12,909	10,278	25.60%
General Aviation	2,261	2,671	-15.35%	15,875	16,114	-1.48%
Military Itinerant	27	31	-12.90%	252	244	3.28%
Subtotal	9,930	8,712	13.98%	67,091	44,839	49.63%
Pass Through BUR Airspace						
Civil Local	2,327	2,894	-19.59%	15,685	21,699	-27.72%
Military Local	0	0	N/A	0	0	N/A
Subtotal	2,327	2,894	-19.59%	15,685	21,699	-27.72%
Total Aircraft Operations	12,257	11,606	5.61%	82,776	66,538	24.40%

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

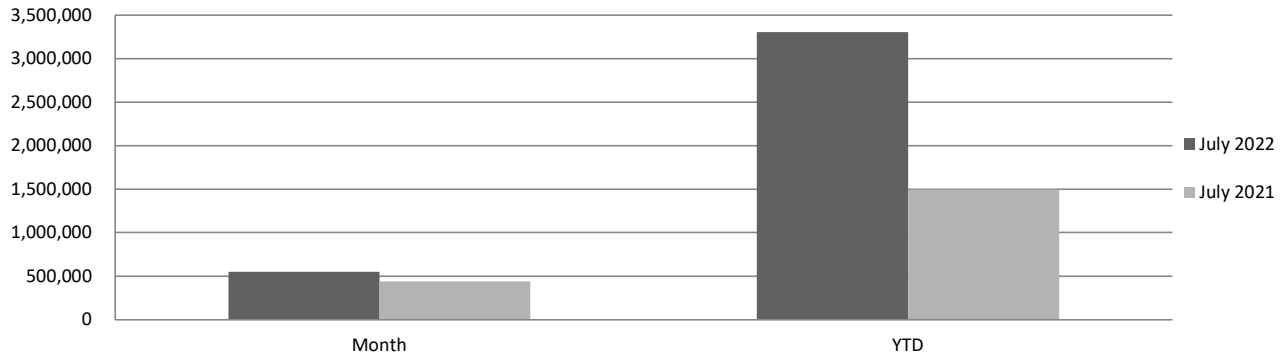
Military Local: Military aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR

Hollywood Burbank Airport

AIR CARGO (lbs.)	July			January - July		
Signatory Airlines	2022	2021	% Change	2022	2021	% Change
Alaska Airlines	1,358	556	144.24%	7,907	3,479	127.28%
American Airlines	0	1,272	-100.00%	621	1,472	-57.81%
Avelo Airlines						
Delta Airlines						
Flair Airlines						
JetBlue Airways						
Southwest Airlines	140,226	268,627	-47.80%	1,478,560	1,109,506	33.26%
Spirit Airlines						
United Airlines						
Non-Signatory Airlines						
Frontier Airlines						
Other Scheduled Carriers						
Federal Express	2,507,689	4,346,898	-42.31%	24,572,411	31,140,658	-21.09%
United Parcel Service	3,386,192	4,205,573	-19.48%	26,590,153	28,764,156	-7.56%
Charter/Contract Carriers						
Ameriflight	163,590	203,382	-19.57%	1,209,447	1,415,748	-14.57%
Total Air Cargo	6,199,055	9,026,308	-31.32%	53,859,099	62,435,019	-13.74%
Inbound (deplaned)	3,149,898	4,471,133	-29.55%	27,092,274	30,880,051	-12.27%
Outbound (enplaned)	3,049,157	4,555,175	-33.06%	26,766,825	31,554,968	-15.17%

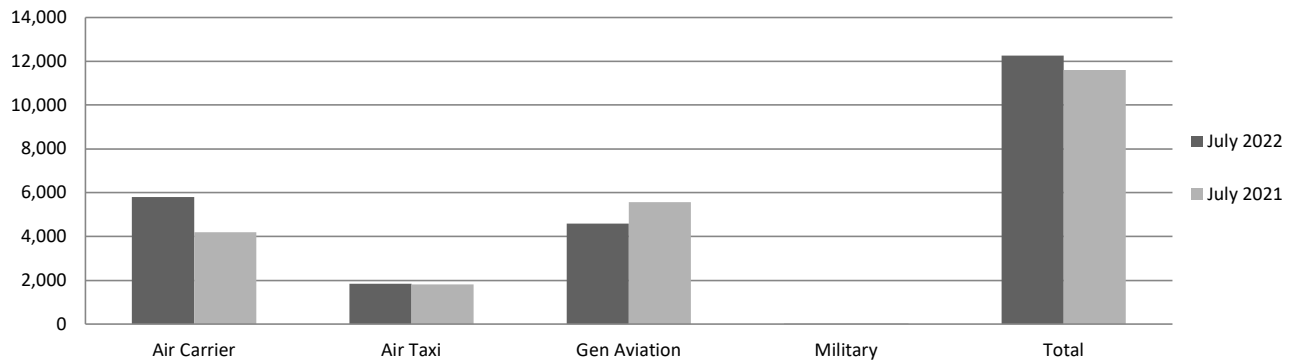
MAIL (lbs.)	July			January - July		
	2022	2021	% Change	2022	2021	% Change
	0	0	N/A	0	0	N/A
Total Mail	0	0	N/A	0	0	N/A
Inbound (deplaned)	0	0	N/A	0	0	N/A
Outbound (enplaned)	0	0	N/A	0	0	N/A

Revenue Passengers



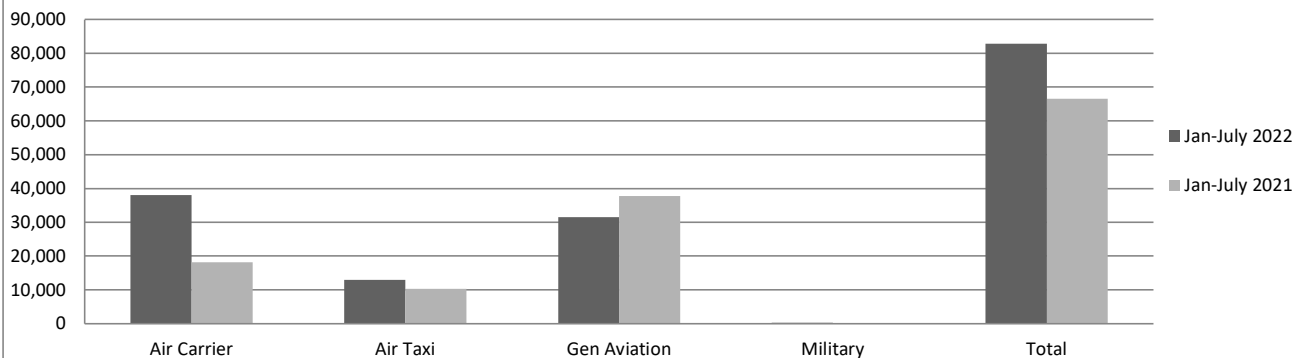
Revenue Passengers	Month	YTD
July 2022	547,197	3,304,687
July 2021	439,131	1,494,946
% Change	24.61%	121.06%

Aircraft Operations - Month



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
July 2022	5,798	1,844	4,588	27	12,257
July 2021	4,194	1,816	5,565	31	11,606
% Change	38.25%	1.54%	-17.56%	-12.90%	5.61%

Aircraft Operations - Year-to-Date



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-July 2022	38,055	12,909	31,560	252	82,776
Jan-July 2021	18,203	10,278	37,813	244	66,538
% Change	109.06%	25.60%	-16.54%	3.28%	24.40%

HVAC COMPRESSOR REPLACEMENT AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / ACCO Engineered Systems)

THIS HVAC COMPRESSOR REPLACEMENT AGREEMENT ("Agreement") is dated September 19, 2022 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Authority") and ACCO Engineered Systems, Inc., a California corporation ("Contractor"). Contractor's CSLB license number is 120696. Contractor's DIR registration number is 1000000546.

NOW, THEREFORE, the parties agree as follows:

1. **Contract Documents.** The Contract Documents consist of this Agreement, the Proposal set forth in the attached Exhibit A, the Insurance Requirements set forth in the attached Exhibit B, the Labor Code Requirements set forth in the attached Exhibit C, and the Federal Requirements (Non-AIP Projects) set forth in the attached Exhibit D.

2. **Scope of Work.**

A. Contractor shall perform all of the work described in the Proposal and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following project: Building 9 HVAC Compressor Replacement ("Project"). All work performed by Contractor, and all materials to furnished by Contractor, shall be in strict accordance with applicable laws and this Agreement.

B. Contractor acknowledges that the Project is a "public work" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall perform the Project in a timely, regular basis in accordance with the Authority's rules for the Airport, the Labor Code Requirements, the Federal Requirements, and applicable laws. Time is of the essence in the performance of this Agreement.

3. **Compensation.** The Authority shall compensate Contractor for performance of the Project, and Contractor agrees to accept as full satisfaction for such work, payment in the amount of \$109,889 ("Contract Amount"). Payment shall be remitted on a lump sum basis upon satisfactory completion of the Project.

4. **Indemnification.** To the full extent permitted by law, Contractor shall indemnify, hold harmless and defend the Authority, TBI Airport Management, Inc. ("TBI"), the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity from claims, demands, damages, liabilities, losses, costs or expenses for any damage whatsoever (including death or injury to any person and injury to any property) resulting from willful misconduct, negligent acts, errors or omissions of Contractor or any of its officers, employees, agents or subcontractors in connection with the Project or this Agreement. The foregoing shall not apply to claims or actions caused by the sole negligence or willful misconduct of the Authority.

5. **Insurance.** Without limiting Contractor's indemnification, hold harmless, and defense obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.

6. **Payment Bond.** Prior to commencement of the Project, Contractor shall provide the Authority with a payment bond, from a California-admitted surety and in the amount of the Contract Amount, to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor or materials for the work required to be constructed or installed pursuant to this Agreement.

7. **Termination.** The Authority may at any time terminate this Agreement for convenience by serving upon Contractor at least 10 days prior written notice. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. In the event this Agreement is terminated pursuant to this Section, the Authority shall pay to Contractor the actual value of the work satisfactorily performed up to the time of termination.

8. **COVID-19 Exposure Notice.** If Contractor learns that any Authority or TBI employee has a potential COVID-19 exposure from contact at the Airport with a qualifying individual (as defined in Labor Code Section 6409.6) employed by Contractor in the performance of the Project, then Contractor shall notify the Authority of that fact within one business day. Contractor's obligation under this section shall survive expiration or termination of this Agreement.

9. **Notices.** Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

To Authority: Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, California 91505
Attention: Anthony Defrenza, Director, Engineering and Maintenance
ADefrenza@bur.org

To Contractor: ACCO Engineered Systems
888 E. Walnut Avenue
Pasadena, CA 91101
Attention: Josef Miller, Project Manager
jomiller@accoes.com

10. **Litigation.** In the event that either party shall commence legal action to enforce or interpret this Agreement, the venue for litigation shall be Los Angeles County, California. The

interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

11. **Exhibits.** Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through C, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit D, the provisions of Exhibit D shall prevail.

12. **Incorporation of Mandatory Language.** Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

13. **Entire Agreement.** This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Project. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Project. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

14. **Counterparts.** This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

TO EFFECTUATE THIS AGREEMENT, the parties have executed this Agreement by causing their duly authorized representatives to sign below.

ACCO Engineered Systems

By:  _____

Print Name: _____ **Hugh Palmer**
Assistant Secretary

☐ Chairperson ☐ President ☐ Vice President

By:  _____

Print Name: Dan Grumbles / Sales Manager

☐ 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

Emily Gabel-Luddy, President

Approved as to form:

By: _____

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Proposal

(attached)

August 23, 2022 Revision 1

Mr. Vince Hollands
Burbank Airport
7901 San Fernando Road
Sun Valley, CA 91352

Project: Building 9 5H Refrigerant Compressors Replacement Proposal – R1

Dear Vince:

Thank you for the opportunity to provide a proposal to replace one (1) 5H-40 and one (1) 5H-60 compressors within Building 9 at the location above. Our proposal includes replacement of both compressors and associated motors, along with conversion to R-134a refrigerant. Due to the difference in operating conditions between the existing and new refrigerants, replacement of evaporative coils, condensing sections, and DX refrigerant piping is recommended.

However, to comply with the bid requirements those existing components are to remain which will likely result in a reduction of overall cooling capacity for your HVAC. Additionally, this will hinder the ability to select an alternative compressor manufacturer which offers newly manufactured hardware. On the positive side, keeping with the existing 5H style compressors reduces the overall cost and complexity of the project.

This proposal has been revised to include replacement of the suction and discharge service valves for both 5H compressors, along with further clarifications.

5H Compressors Replacement Scope of work:

- *Mechanical replacement permit / engineering services not included within scope.*
- *Safe off / disconnect existing services to one (1) 5H-40 and one (1) 5H-60 compressor within Building 9.*
- *Recover existing refrigerant and oil from system and flush.*
- *Perform pressure test of existing DX refrigerant piping to assess condition. This scope assumes existing DX piping will be reused. If leak(s) are found, provide separate proposal for repairs.*
- *Disconnect existing connections to one (1) 5H-40 and one (1) 5H-60 compressors.*
- *Procure crane services and set up within the parking area adjacent to the Building 9 mechanical room.*
- *Crane rig to include FAA permit and will be performed between 11pm and 4am.*
- *Rig and remove one (1) 5H-40 and one (1) 5H-60 compressors and associated motors.*
- *Furnish and install one (1) 5H-40 and one (1) 5H-60 compressors and associated motors with OEM replacements.*

- Remove and replace associated suction and discharge service valves for two (2) 5H compressors.
- Remove and replace associated pressure safety switches for two (2) compressors.
- Reconnect both compressors to existing local DX piping Points of Connection (POCs).
- Remove and replace associated TXVs and liquid line solenoid valves with components sized for R-134a.
- Remove and replace associated liquid line dryers.
- Remove and repipe “bullhead tee” section of piping on roof to avoid refrigerant flow obstruction.
- Evacuate DX circuits to 500 microns and recharge with new R-134a refrigerant.
- *This scope allocates 350 lbs of R-134a. Customer to furnish additional refrigerant as required.*
- Insulate new sections of DX piping and components as required. Outdoor insulation to include all weather metal jacketing.
- Reconnect existing low voltage control connections to new unit.
- Start up, test and check new compressors for proper operations.
- Work will be performed during normal hours, with the exception of the crane rig which will be performed between 11:00pm and 4:00 am.
- Materials supplied shall be warrantied per terms and conditions of the standard manufacturer’s limited warranty provision but in no instance shall such assurances extend for a period of less than one (1) year from date of completion. Compressors retain a manufacturer’s limited warranty for two (2) years. All ACCO workmanship shall be fully warrantied for a period of ninety (90) days from the date of completion.

Pricing

Cost for the scope of work described above is:	\$ 112,389.00
Core credit deduct to customer is	<\$ 2,500.00>
<i>Base bid for the scope of work above is</i>	\$109,889.00

The following is excluded from ACCO’s scope of work:

- Replacement or insulation of DX components not specified above (i.e. coils, evaporative condenser, DX refrigerant piping, etc.)
- Retention of existing HVAC capacity and performance.
- All engineering services.
- General contracting work, to include patching and painting of walls / penetrations, and roofing.
- All Fire Life Safety work.
- Detection, abatement, encapsulation or removal of asbestos or products, materials or equipment containing asbestos.
- Title 24 acceptance and HERS testing.
- Permits, plan check fees and corrections.

Mr. Vince Hollands
Reference: Building 9 5H Compressors Replacement – Rev1
August 23, 2022



- Upgrade of building electrical and control systems.
- Our pricing assumes that the existing systems and controls with related components that we are connecting into are mechanically sound. We have not included any costs for repairing or replacing existing systems or controls.

Thank you for your confidence in ACCO Engineered Systems. Please feel free to contact me directly at (818) 813-0997. We appreciate the opportunity to be of service and earn your business.

Sincerely,
ACCO Engineered Systems

A handwritten signature in dark ink, appearing to read "JM" or "Josef Miller", written over a horizontal line.

Josef Miller
Project Manager
Mechanical Services Division

**Customer
Accepted by & Approved:**

Authorized Signature

Name / Title

**Approved and Accepted:
ACCO Engineered Systems**

Authorized Signature

Name / Title

EXHIBIT B

Insurance Requirements

1. Contractor shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Contractor shall maintain commercial general liability insurance in an amount not less than \$2,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Contractor shall maintain automobile insurance covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the Project, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000 combined single limit for each accident.

C. Workers' Compensation/Employer's Liability Insurance. Contractor shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Contractor's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnatee before the Indemnatee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

G. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Contractor shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Contractor resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Contractor shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Contractor shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Contractor. Contractor shall monitor and review all such coverage, and Contractor assumes all responsibility for ensuring that such coverage is provided. Upon request, Contractor shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Contractor or the Authority shall withhold from its payments to Contractor an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Contractor 90 days' notice of such change. If such change results in substantial additional cost to Contractor, then the parties shall renegotiate Contractor's compensation.

EXHIBIT C
Labor Code Requirements

1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at Airport Engineering Office and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.
2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the Authority, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.
3. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Authority of the location of the records. Contractor has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the Authority, Contractor shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
4. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
5. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the Authority, forfeit \$25 for each worker employed in the performance of the Project by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq.

concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Project, Contractor shall provide the Authority with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the Authority a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, Contractor shall immediately notify the Authority.

8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

9. The Project is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

EXHIBIT D
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. Civil Rights – Title VI Assurance

During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

A. Compliance with Regulations: Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. Non-discrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

D. Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Contractor’s noncompliance with the Non-discrimination provisions of this contract, the Authority will impose such contract

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to Contractor under the contract until Contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

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

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

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

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

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

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

3. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

4. Occupational Safety and Health Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

CONTRACT, BOND, AND OTHER AGREEMENTS SIGNING AUTHORITY RESOLUTION

RESOLVED, that this Corporation does hereby authorize Charles Darway, Ronald Falasca, Kevin FitzGerald, John Hansen, Gregory Holbrook, Jeffrey Marrs, John Petersen, and Richard Yates in the ordinary course to sign contracts, bonds, and other agreements on behalf of the Corporation. Additionally, these individuals have the authority to authorize in writing, on a case-by-case basis, any of the individuals listed below to execute contracts, bonds, and other agreements in a higher amount than authorized below.

RESOLVED, that this Corporation does hereby authorize David Anderson, Jonathan Bell, Mark Dauw, Robert Felix, Charles Oberosler, Michael Potts, and Thomas Reynolds; and, with the written approval of Messrs. Dauw or Reynolds or any of the persons with unlimited authority identified immediately above, for a specific document Carlton Seyforth, in the ordinary course of business to sign contracts, bonds, and other agreements of \$5,000,000 on behalf of the Corporation.

RESOLVED, that this Corporation does hereby authorize Tareq Barakzoy, Erik Dibble, Jeanette James, Larry Jimenez, Kenneth Lindsey, Robert Osier, Carlton Seyforth, and Matthew Taylor in the ordinary course of business to sign contracts, bonds, and other agreements of \$2,000,000 or less on behalf of the Corporation.

RESOLVED, that this Corporation does hereby authorize Michael Avakian, Scott Ellis, Richard Ferreira, Ryan Novacek, David Osburn, Leland Roberts, Christopher Way, and Richard Wilson in the ordinary course of business to sign contracts and bonds of \$1,000,000 or less on behalf of the Corporation.

RESOLVED, that this Corporation does hereby authorize Bryan Cooper, Thomas Montgomery, **Hugh Palmer**, and Patrick Rochon in the ordinary course of business to sign contracts and bonds of \$500,000 or less on behalf of the Corporation.

RESOLVED, that this Corporation does hereby authorize Richard Adams, Sean Bennett, Brandon Ellis, Max Grek, **Daniel Grumbles**, Gregory Guizado, Ryan Leahy, Epifanio Ramirez, Wildivina Rosario, Frank Silva, and Richard Walker in the ordinary course of business to sign contracts of \$250,000 or less on behalf of the Corporation.

This Data Processing Agreement (“DPA”) is entered by and between the Burbank-Glendale-Pasadena Airport Authority (“Customer”) and Aerosimple LLC (“Aerosimple”). Customer and Aerosimple each a “**Party**” and, collectively, the “**Parties**”.

Aerosimple Services allow Customer and its Aerosimple Services Users to enter information for processing by the software provided as a service. To the extent this information contains Personal Data, the Parties expressly agree that this DPA on Joint Controllershship will apply, where both Parties share the roles and responsibilities of a Controller as follows:

- Customer (i) defines the purposes of the Processing of Personal Data, (ii) is responsible for the accuracy of the Personal Data, (iii) is in charge of informing the data subjects about the processing of Personal Data and the modalities for the exercise of their rights, and (iv) is in charge of making notifications (including Data Protection Breach notifications) to data protection authorities, if needed.
- Aerosimple (i) defines the means of the Processing and (ii) is in charge of implementing the security measures

The roles and responsibilities are further detailed in Section 4 (Roles and Responsibilities) below.

This DPA applies to all activities carried out by Aerosimple within the framework of Aerosimple Services.

The DPA does not apply to any other online or offline Aerosimple products, sites, or services. With respect to Aerosimple Services, this DPA prevails over any other existing data processing agreement or similar arrangement between Aerosimple and the Customer that may already be in place for such other products, sites, or services.

Customer recognizes that it has received all information it deems necessary to establish the fact that Aerosimple provides sufficient guarantees with regard to the protection of Personal Data.

1. Definitions

In addition to the terms defined elsewhere in the Service Agreement, the following definitions apply:

1. **“Applicable Data Protection Law”**: means the laws and regulations relating to the processing and protection of Personal Data applicable in the United States of America.
2. **“Data Protection Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access to Personal Data processed for the purposes of this DPA.
3. **“Personal Data”** designates any information relating to an identified or identifiable natural person (**“Data Subject”**); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic cultural or social identity.
4. **“Processing”** or **“Processes”** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
5. **“Controller”** means the legal person or entity which alone or jointly with others, determines the purposes and means of Processing of Personal Data.

2. Categories of Personal Data:

The following categories of Personal Data are generally collected, processed by Aerosimple to perform the Services:

- **Profile Data**: Personal Data of Aerosimple Services Users (Users) create, in particular their first name, last name, username, password, email address, access rights;
- **Activity Data**: Personal Data derived from User’s use of Aerosimple Services, in particular call journal data, content deletion or change records or data relating to service usage (e.g. used end-points) by a user to the extent that such data was not anonymized in order to generate aggregated Usage Data

- Transient and Session Data: Personal Data which are not stored on Aerosimple Services (such as presence or location information) or which are tied to a log-on session on Aerosimple Services (e.g. IP addresses)

Excluded from this DPA are the following categories of Personal Data:

- Personal Data of third parties individuals which Users of Aerosimple Services may enter into Aerosimple Services via text posts, document upload or voice recordings. Such data cannot be recognized by Aerosimple Services as Personal Data.
- Personal Data of third parties individuals which Users of Aerosimple Services may enter into their phone devices, such as into private address books. Such data are not stored in or processed by Aerosimple Services but reside only on the Users' phone, outside of Aerosimple Services.

Customer is advised to govern the usage with regards to such Personal Data of Aerosimple Services by appropriate data protection policies.

3. Categories of Data Subjects:

The following categories of Data Subjects are affected by the processing of their Personal Data within the framework of this DPA:

- Customer
- Users with access into Customer's Cloud Services (only Activity Data kept in Customer's Cloud Services)
- Session Guests Users with access into Customer's Cloud Services Session

4. Roles and Responsibilities of Customer and Aerosimple

4.1 Customer Role and Responsibilities:

- 4.1.1 Purpose and Legality of Processing:** Customer shall be responsible for defining the purpose of Processing Personal Data, for the legality of the transfer of Personal Data to Aerosimple, and for the legality of the data Processing.
- Customer shall, and shall cause its Affiliates and contractors, to comply with all its obligations under the Data Protection Laws when processing Personal Data in

connection with the Cloud Services. In this respect, Customer shall notably ensure having obtained and maintaining all necessary registrations or authorizations with the competent data protection authorities and valid legal grounds to process Personal Data.

- 4.1.2 Data Subjects Exercising Rights:** Customer shall be the primary contact for Data Subjects to exercise their rights as per applicable Data Protection Legislation.
- 4.1.3 Accuracy, Quality, Legality, Reliability of Personal Data:** Customer shall have the sole responsibility for the accuracy, quality, legality, and reliability of Personal Data, and of the means by which it acquires Personal Data for processing by Aerosimple Services
- 4.1.4 Risk Assessment:** Customer shall be responsible for the assessment of the risks resulting from the Personal Data Processing
- 4.1.5 Records of processing Activities:** To the extent required by applicable law, Customer shall be responsible for keeping and maintaining Records of processing activities. Aerosimple will make the respective information available in the “Information on Processing”.
- 4.1.6 Information of Data Subjects:** Customer shall be responsible for providing the information to Data Subjects on the processing of Personal Data as required by applicable Data Protection Legislation.
- 4.1.7 Information on Split of Responsibilities to Data Subjects:** Customer is responsible to inform Data Subject about the responsibility split between the contracting parties as per this DPA.
- 4.1.8 Data Protection Breach Notification:** Customer shall comply with any Data Protection Breach notification duties resulting from applicable Data Protection requirements. Where imposed by the applicable Data Protection Law, Customer is responsible for the notification of Data Protection Breach to the Data Subjects and the Data Protection Authorities.
- 4.1.9 Changes in Applicable Legislation:** Customer must notify Aerosimple in due time about changes in legal regulations that may affect the contractual duties of Aerosimple under this DPA and which may require amending this DPA and the

agreed remuneration. Aerosimple may also submit proposals to Customer if Aerosimple deems a certain change to be necessary to remain compliant with Applicable Law.

4.1.10 Irregularities or Errors in Processing of Personal Data: Customer shall inform Aerosimple promptly and comprehensively about any errors or irregularities related to Data Protection Laws on the Processing of Personal Data that it becomes aware of.

4.1.11 Notification of Recipients of Personal Data about Rectification, Erasure or Personal Data, or Restriction of Processing: Aerosimple does not disclose Personal Data for any other purpose than for Processing required for the delivery of Aerosimple Services (see section 8). To the extent that Customer discloses Personal Data to a recipient, e.g., by federating Aerosimple Services with other cloud services or transmitting Personal data via Circuit interfaces outside Circuit, Customer is obligated to notify such recipients about requests of Data Subjects for rectification or erasure of disclosed Personal Data, or a restriction of the processing.

4.1.12 Disclosure of Personal Data: Aerosimple discloses Personal Data only to recipients to whom it is required by law to disclose the Personal Data for the purposes of the processing.

4.2 Aerosimple Role and Responsibilities

4.2.1 Means of Processing: Aerosimple shall be responsible for defining the means of Processing and, in reference to articles 4.1.5 and 4.1.6, to provide information about those means to Customer, specifically to allow Customer to complete Records of Processing Activities and to inform Data Subjects as required by applicable Data Protection Legislation.

4.2.2 Scope of Processing by Aerosimple: Aerosimple collects and processes Personal Data only within the framework of this DPA applicable to Aerosimple Services provided to Customer, and to improve and upgrade these services. Material changes to the scope of Data Processing must be agreed jointly and must be documented. Aerosimple hereby expressly recognizes that it shall only process

Personal Data for the provision of Aerosimple Services, and the improvement and upgrade of such Services.

4.2.3 Implementation of Security Measures: Aerosimple shall be responsible for the implementation of security measures for the Processing of Personal Data within the framework of Aerosimple Services. Aerosimple shall take the appropriate Technical and Organizational Measures (TOMs), as laid out in Annex 1 to this DPA, designed to protect Customer's Personal Data against misuse and loss, or against any other Data Protection Breach in accordance with the applicable Data Protection Laws. Customer understands that TOMs are subject to technical progress and further development. In this respect Aerosimple shall be permitted to use alternative, suitable measures, informing customers by making available a description of those measures upon request.

4.2.4 Information on the Parties Split of Responsibilities to Data

Subjects: Aerosimple is responsible to make the standard DPA document without any changes accessible to all Aerosimple Services Users. In case this DPA contains changes to the standard DPA document requested by Customer, Aerosimple has no responsibility to make these changes accessible to Data Subjects.

4.2.5 Data Protection Breach Notification: In context of article 4.1.8, in the event of a Data Protection Breach, Aerosimple shall assist Customer and provide all necessary information it has access to in order to permit Customer to comply with its obligations. Aerosimple shall notify Customer without undue delay of any breach of Customer's Personal Data discovered by Aerosimple.

4.2.6 Retention of Personal Data/Limitation to deletion: Personal Data processed by Aerosimple Services are generally retained until a) deleted by Customer or Aerosimple Services Users, or b) a customer-instructed retention period has expired, or c) the Cloud services agreement of Customer on Aerosimple Services is terminated.

4.2.7 Personal Data Deletion and Export upon Termination of Cloud Services

Agreement: Aerosimple shall be responsible to delete all data entered by Customer and Aerosimple Services Users into the Software applications provided

by Aerosimple Services (“User Data”) including Personal Data at the end of the calendar month following the expiration or termination of Customer’s use of the Aerosimple Services, or at any time upon request by Customer. Upon request by Customer, Aerosimple shall provide an export of User Data in a data format which can be processed by Customer for porting to other Cloud services.

4.2.8 Data Subjects Exercising Rights: In the event Aerosimple receives a request from a Data Subject to exercise rights as per Applicable Data Protection Law, Aerosimple shall forward such request to Customer which shall then instruct Aerosimple without undue delay as to how to proceed. Customer acknowledges that in case of a conflict between Data Subject and Customer, applicable legislation might force Aerosimple to fulfil the Data Subject’s request against Customer’s objection. Aerosimple would however not take such step without due consideration of the legal situation with Customer.

4.2.9 Effects of Deletion of Personal Data: Customer hereby confirms and acknowledges that in the event Customer requests Aerosimple to delete Personal Data or restrict its processing, this may render the provision of the provided or subscribed-to products or services impossible. Aerosimple shall notify Customer of such consequence before the execution of such request.

4.2.10 Back-up Copies of Personal Data: Aerosimple shall make back-up copies of the Personal Data insofar as they are required to ensure correct Personal Data processing and may copy and retain Personal Data that is needed for Customer’s or Aerosimple’s compliance with its statutory document retention obligations.

4.2.11 Handling of Media and Test Material: Aerosimple shall store, and handle media provided to Aerosimple, and all copies or reproductions thereof, with care so that they are not accessible by third parties. Aerosimple shall be obliged to provide for a destruction of test material and other material containing Personal Data that is to be discarded on in a manner compliant with the law only on the basis of an individual request by Customer and at the latter’s expense.

4.2.12 Data Protection Officer: Aerosimple shall provide the contact details of Aerosimple’s data protection officer (DPO) on the internet. As of the Effective Date of this DPA, the DPO’s current contact details are _____.

5. Mutual Agreements and Responsibilities

- 5.1 The Parties agree that any requests regarding Personal Data issued by Customer shall be made in a written and in explicit manner. In the event that such requests require a change of services, such change shall be renegotiated in good faith by both Parties, as well as the associated price.
- 5.2 Each of the Parties shall ensure that their respective personnel are bound by a legal obligation to comply with Data Protection obligations and to maintain data confidentiality, and that they are informed about other applicable provisions concerning the protection of Personal Data, in particular telecommunications secrecy. The obligation to maintain data secrecy continues to apply after termination of their work or employment contract.
- 5.3 Where Aerosimple believes that compliance with Customer's requests could result in a violation of applicable Data Protection Laws, Aerosimple shall promptly notify Customer thereof. Aerosimple shall be entitled to suspend the implementation of the relevant request until it has been confirmed or amended by Customer.
- 5.4 Both Parties hereby acknowledge that the security measures detailed in Annex 1 (Technical and Organizational Measures) are providing sufficient guarantees to the Processed Personal Data. Customer understands that the technical and organizational measures are subject to technical progress and further development. In this respect, Aerosimple shall be permitted to use alternative, suitable measures.
- 5.5 In the event Customer's Personal Data becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties, Aerosimple shall inform Customer without undue delay, if permitted by law. Aerosimple shall, without undue delay, notify all parties pertinent in such action that Personal Data affected by their measures is the Customer's sole property and at Customer's sole disposition, and that Customer is the responsible body pursuant to Applicable Data Protection Law.

6. Requests from supervisory authorities

6.1 Where required by Law, both Parties shall keep records of the Personal Data processed for the purposes of this DPA, cooperate and provide all necessary information for the fulfilment of the above obligations and notification duty under the Applicable Data Protection Law.

6.2 Where Aerosimple has to assist Customer to meet Customer's legal obligations as stated in section 6, Customer shall reimburse Aerosimple any reasonable additional costs associated with the provision of such assistance.

7. Audit Rights

7.1 No more than once per year and upon a sixty (60) day prior written request, each Party shall have the right to conduct an audit of the other Party's compliance with this DPA, by reviewing the technical and organizational measures implemented by the audited party. Evidence for the implementation of such measures that do not relate exclusively to this specific DPA or the Agreement may also be furnished by submitting a current certificate, reports or extracts from reports by independent third parties, e.g. by certified public accountants, account auditors, the audited Party's internal and/or external data protection officer(s), IT security department, internal and external data protection auditors, quality auditors, or by a suitable certificate issued after the audited Party's IT security or data protection were audited by a third party.

7.2 Each Party reserves the right to refuse to provide the other Party with business and trade secrets, operational know-how and any information the audit of which would pose a security risk for the audited Party or its customers, or which the audited Party is prohibited to provide or disclose such as data being protected by law or the data of other customers.

8. Changes to this DPA

8.1 Customer acknowledges that terms in this DPA and in Annex 1 are subject to changes by Aerosimple. A change requires consent by Customer if its a) affects the responsibility split between the contracting parties or b) limits the rights of Customer, or c) requires consent as per Applicable Data Protection Law. In other cases, a change requires only information to Customer.

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9.1 Aerosimple and Customer shall perform their respective obligations as set forth in this DPA and the Applicable Data Protection Law.

9.2 Customer shall have full liability for any breach of its obligations in section 4.1 above, as well as its obligations as set out in section 5 above.

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9.4 The breaching Party shall be exempt from liability if it proves that it is not in any way responsible for the event giving rise to the damage.

9.5 Where Customer and Aerosimple are responsible for any damage caused in breach of an obligation in this DPA, each Party shall be held liable for the entire damage in order to ensure effective compensation of the Data Subject. The Party which has paid full compensation for the damage suffered shall be entitled to claim back from the other Party

involved that part of the compensation corresponding to its part of responsibility for the damage.

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- 10.1 If any individual provision of the DPA is illegal, invalid, void, voidable or unenforceable, the remainder of the DPA will continue in full force and effect. The Parties shall agree upon an effective provision that, insofar as legally possible, most closely reflects the Parties' intent.

Annex 1

Aerosimple's General Technical and Organizational Measures

At Aerosimple, the technical and organizational measures required by law are implemented on the basis of Aerosimple's Data Privacy and Information Security Framework (the "DIS Framework"), which defines policy standards (level 2) and operational procedures (level 3) in accordance with the international standard ISO27001 on the basis of Aerosimple's corporate policy "Aerosimple Data Privacy and Information Security Policy". The documents are available to Customer upon request.

The following description of the status quo of the elementary measures regarding the protection of data cannot cover any and all security measures in place at Aerosimple. In particular in the context of data protection and data security, it is also not feasible to provide detailed descriptions of confidential measures, as the protection of security measures against unauthorized disclosure is at least as important as the security measure itself.

Customer is encouraged to discuss any individual questions relating to the technical and organizational measures with Customer's account manager at Aerosimple, Aerosimple's DPO and, where relevant, Aerosimple's Chief Information Security Officer (CISO).

1. Entrance Control

Technical or organizational measures regarding access control, especially regarding legitimation of authorized persons:

The aim of the entrance control is to prevent unauthorized people from physically accessing such data processing equipment which processes or uses Personal Data.

Due to their respective security requirements, business premises and facilities are subdivided into different security zones with different access authorizations. They are monitored by security personnel. Access for employees is only possible with an encoded ID with a photo on it. All other persons have access only after having registered before (e.g. at the main entrance).

Access to special security areas such as the service center for remote maintenance is additionally protected by a separate access area. The constructional and substantive security standards comply with the security requirements for data centers.

2. System Access Control

Technical (password protection) and organizational (user master data) measures regarding the user ID and authentication:

The aim of the system access control is to prevent unauthorized use of data processing systems which are used for the processing and the use of Personal Data.

Each employee's user master data and individual identification code are registered in the global contact directory. Admission to the data processing systems is only possible after identification and authentication by using the identification code and the password for the particular system.

Additional technical protections are in place using firewalls and proxy servers.

In order to guarantee admission control, encryption technologies are used (e.g. remote access to the company network via VPN tunnel). The suitability of an encryption technology is measured against the protective purpose.

3. Data Access Control

On-demand structure of the authorization concept and of the data access rights as well as their monitoring and recording:

Measures regarding data access control are to be targeted on the fact that only such data can be accessed for which an access authorization exists and that Personal Data cannot be read, copied, changed or deleted in an unauthorized manner during the processing, use and after the saving of such data.

Access to data necessary for the performance of the particular task is ensured within the systems and applications by a corresponding role and authorization concept. In accordance to the “need-to-know” principle, each role has only those rights which are necessary for the fulfilment of the task to be performed by the individual person.

In order to ensure data access control, an encryption technology is used (e.g. remote access to the company network via VPN tunnel). The suitability of an encryption technology is measured against the protective purpose.

4. Transmission Control

Measures regarding the transport, transfer, transmission or storage of Personal Data on data media (manually or electronically) as well as regarding the subsequent review:

The aim of the transmission control is to ensure that Personal Data cannot be read, copied, changed or deleted without authorization during their transfer or while stored on data media, and that it can be monitored and determined to which recipients a transfer of Personal Data is intended.

The measures necessary to ensure data security during transport, transfer and transmission of Personal Data as well as any other company or customer data are detailed in the policy on the protection of confidential business information. In this policy, there is a detailed description of the entire processing of data, from the creation of such data to their deletion, including the handling of such data in accordance with their classification.

In order to ensure transfer control, an encryption technology is used (e.g. remote access to the company network via VPN tunnel). The suitability of an encryption technology is measured against the protective purpose.

The transfer of Personal Data to a third party (e.g. customers, sub-contractors, service provider) is only made if a corresponding contract exists, and only for a specific purpose.

5. Data Entry Control

Measures regarding the subsequent review, whether and by whom data were entered, altered or deleted:

The aim of the data entry control is to make sure with the help of appropriate measures that the circumstances of the data entry can be reviewed and monitored retroactively.

System inputs are recorded in the form of log files. By doing so, it is possible at a later stage to review whether and by whom Personal Data was entered, altered or deleted.

6. Data Processing Control

The aim of data processing control is to ensure that Aerosimple only processes Personal Data in accordance with the Terms of Service (ToS) issued by Aerosimple for the contracted cloud service, and the provisions set forth in the Data Processing Agreement for Aerosimple Services.

Personal Data processed in Aerosimple Services only accessible to the technical support and operation organization. Aerosimple has policies in place to prevent this organization from using Personal Data for any other purpose or to disclose Personal Information to any other organization or third party except upon instruction by Customer.

A transfer of Personal Data to a third party, such as a subcontractor, is only made under consideration of contractual arrangements and Applicable Data Protection Law.

7. Availability Control

Measures regarding data backup (physical/logical):

The aim of the availability control is to ensure that Personal Data are protected against accidental destruction and loss.

If Personal Data is no longer required for the purposes for which it was processed, it is deleted promptly. It should be noted that with each deletion, the Personal Data is only locked in the first instance and is then deleted for good with a certain delay. This is done in order to prevent accidental deletions or possible intentional damage.

Due to technical reasons, copies of Personal Data may be present in backup files and may be made by mirroring of services. Subject to Aerosimple's own statutory data retention obligation (see Processing Agreement), such copies are also deleted – if necessary, with a technically caused delay.

8. Separation Control

Measures regarding the separate processing (saving, changing, deletion, and transfer) of data with different purposes:

The aim of the separation control is to ensure that data which have been collected for different purposes can be processed separately.

Personal Data are used for internal purposes only (e.g. as part of the respective customer relationship). A transfer to a third party such as a subcontractor is solely made under consideration of contractual arrangements and data protection regulations.

Employees are instructed to collect, process and use Personal Data only within the framework and for the purposes of their duties (e.g. service provision). At a technical level, multi-client capability, the separation of functions as well as the separation of testing and production systems are used for this purpose.

AeroSimple, LLC

Burbank-Glendale Pasadena Airport Authority

By: V V Rao

By: _____

Name: Visweswara Rao Viswanadha

Name: _____

Title: CEO

Title: _____

Date: 08/01/2022

Date: _____

This Data Processing Agreement (“DPA”) is entered by and between the Burbank-Glendale-Pasadena Airport Authority (“Customer”) and Aerosimple LLC (“Aerosimple”). Customer and Aerosimple each a “**Party**” and, collectively, the “**Parties**”.

Aerosimple Services allow Customer and its Aerosimple Services Users to enter information for processing by the software provided as a service. To the extent this information contains Personal Data, the Parties expressly agree that this DPA on Joint Controllershship will apply, where both Parties share the roles and responsibilities of a Controller as follows:

- Customer (i) defines the purposes of the Processing of Personal Data, (ii) is responsible for the accuracy of the Personal Data, (iii) is in charge of informing the data subjects about the processing of Personal Data and the modalities for the exercise of their rights, and (iv) is in charge of making notifications (including Data Protection Breach notifications) to data protection authorities, if needed.
- Aerosimple (i) defines the means of the Processing and (ii) is in charge of implementing the security measures

The roles and responsibilities are further detailed in Section 4 (Roles and Responsibilities) below.

This DPA applies to all activities carried out by Aerosimple within the framework of Aerosimple Services.

The DPA does not apply to any other online or offline Aerosimple products, sites, or services. With respect to Aerosimple Services, this DPA prevails over any other existing data processing agreement or similar arrangement between Aerosimple and the Customer that may already be in place for such other products, sites, or services.

Customer recognizes that it has received all information it deems necessary to establish the fact that Aerosimple provides sufficient guarantees with regard to the protection of Personal Data.

1. Definitions

In addition to the terms defined elsewhere in the Service Agreement, the following definitions apply:

1. **“Applicable Data Protection Law”**: means the laws and regulations relating to the processing and protection of Personal Data applicable in the United States of America.
2. **“Data Protection Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access to Personal Data processed for the purposes of this DPA.
3. **“Personal Data”** designates any information relating to an identified or identifiable natural person (**“Data Subject”**); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic cultural or social identity.
4. **“Processing”** or **“Processes”** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
5. **“Controller”** means the legal person or entity which alone or jointly with others, determines the purposes and means of Processing of Personal Data.

2. Categories of Personal Data:

The following categories of Personal Data are generally collected, processed by Aerosimple to perform the Services:

- **Profile Data**: Personal Data of Aerosimple Services Users (Users) create, in particular their first name, last name, username, password, email address, access rights;
- **Activity Data**: Personal Data derived from User’s use of Aerosimple Services, in particular call journal data, content deletion or change records or data relating to service usage (e.g. used end-points) by a user to the extent that such data was not anonymized in order to generate aggregated Usage Data

- Transient and Session Data: Personal Data which are not stored on Aerosimple Services (such as presence or location information) or which are tied to a log-on session on Aerosimple Services (e.g. IP addresses)

Excluded from this DPA are the following categories of Personal Data:

- Personal Data of third parties individuals which Users of Aerosimple Services may enter into Aerosimple Services via text posts, document upload or voice recordings. Such data cannot be recognized by Aerosimple Services as Personal Data.
- Personal Data of third parties individuals which Users of Aerosimple Services may enter into their phone devices, such as into private address books. Such data are not stored in or processed by Aerosimple Services but reside only on the Users' phone, outside of Aerosimple Services.

Customer is advised to govern the usage with regards to such Personal Data of Aerosimple Services by appropriate data protection policies.

3. Categories of Data Subjects:

The following categories of Data Subjects are affected by the processing of their Personal Data within the framework of this DPA:

- Customer
- Users with access into Customer's Cloud Services (only Activity Data kept in Customer's Cloud Services)
- Session Guests Users with access into Customer's Cloud Services Session

4. Roles and Responsibilities of Customer and Aerosimple

4.1 Customer Role and Responsibilities:

- 4.1.1 Purpose and Legality of Processing:** Customer shall be responsible for defining the purpose of Processing Personal Data, for the legality of the transfer of Personal Data to Aerosimple, and for the legality of the data Processing.
- Customer shall, and shall cause its Affiliates and contractors, to comply with all its obligations under the Data Protection Laws when processing Personal Data in

connection with the Cloud Services. In this respect, Customer shall notably ensure having obtained and maintaining all necessary registrations or authorizations with the competent data protection authorities and valid legal grounds to process Personal Data.

- 4.1.2 Data Subjects Exercising Rights:** Customer shall be the primary contact for Data Subjects to exercise their rights as per applicable Data Protection Legislation.
- 4.1.3 Accuracy, Quality, Legality, Reliability of Personal Data:** Customer shall have the sole responsibility for the accuracy, quality, legality, and reliability of Personal Data, and of the means by which it acquires Personal Data for processing by Aerosimple Services
- 4.1.4 Risk Assessment:** Customer shall be responsible for the assessment of the risks resulting from the Personal Data Processing
- 4.1.5 Records of processing Activities:** To the extent required by applicable law, Customer shall be responsible for keeping and maintaining Records of processing activities. Aerosimple will make the respective information available in the “Information on Processing”.
- 4.1.6 Information of Data Subjects:** Customer shall be responsible for providing the information to Data Subjects on the processing of Personal Data as required by applicable Data Protection Legislation.
- 4.1.7 Information on Split of Responsibilities to Data Subjects:** Customer is responsible to inform Data Subject about the responsibility split between the contracting parties as per this DPA.
- 4.1.8 Data Protection Breach Notification:** Customer shall comply with any Data Protection Breach notification duties resulting from applicable Data Protection requirements. Where imposed by the applicable Data Protection Law, Customer is responsible for the notification of Data Protection Breach to the Data Subjects and the Data Protection Authorities.
- 4.1.9 Changes in Applicable Legislation:** Customer must notify Aerosimple in due time about changes in legal regulations that may affect the contractual duties of Aerosimple under this DPA and which may require amending this DPA and the

agreed remuneration. Aerosimple may also submit proposals to Customer if Aerosimple deems a certain change to be necessary to remain compliant with Applicable Law.

4.1.10 Irregularities or Errors in Processing of Personal Data: Customer shall inform Aerosimple promptly and comprehensively about any errors or irregularities related to Data Protection Laws on the Processing of Personal Data that it becomes aware of.

4.1.11 Notification of Recipients of Personal Data about Rectification, Erasure or Personal Data, or Restriction of Processing: Aerosimple does not disclose Personal Data for any other purpose than for Processing required for the delivery of Aerosimple Services (see section 8). To the extent that Customer discloses Personal Data to a recipient, e.g., by federating Aerosimple Services with other cloud services or transmitting Personal data via Circuit interfaces outside Circuit, Customer is obligated to notify such recipients about requests of Data Subjects for rectification or erasure of disclosed Personal Data, or a restriction of the processing.

4.1.12 Disclosure of Personal Data: Aerosimple discloses Personal Data only to recipients to whom it is required by law to disclose the Personal Data for the purposes of the processing.

4.2 Aerosimple Role and Responsibilities

4.2.1 Means of Processing: Aerosimple shall be responsible for defining the means of Processing and, in reference to articles 4.1.5 and 4.1.6, to provide information about those means to Customer, specifically to allow Customer to complete Records of Processing Activities and to inform Data Subjects as required by applicable Data Protection Legislation.

4.2.2 Scope of Processing by Aerosimple: Aerosimple collects and processes Personal Data only within the framework of this DPA applicable to Aerosimple Services provided to Customer, and to improve and upgrade these services. Material changes to the scope of Data Processing must be agreed jointly and must be documented. Aerosimple hereby expressly recognizes that it shall only process

Personal Data for the provision of Aerosimple Services, and the improvement and upgrade of such Services.

4.2.3 Implementation of Security Measures: Aerosimple shall be responsible for the implementation of security measures for the Processing of Personal Data within the framework of Aerosimple Services. Aerosimple shall take the appropriate Technical and Organizational Measures (TOMs), as laid out in Annex 1 to this DPA, designed to protect Customer's Personal Data against misuse and loss, or against any other Data Protection Breach in accordance with the applicable Data Protection Laws. Customer understands that TOMs are subject to technical progress and further development. In this respect Aerosimple shall be permitted to use alternative, suitable measures, informing customers by making available a description of those measures upon request.

4.2.4 Information on the Parties Split of Responsibilities to Data

Subjects: Aerosimple is responsible to make the standard DPA document without any changes accessible to all Aerosimple Services Users. In case this DPA contains changes to the standard DPA document requested by Customer, Aerosimple has no responsibility to make these changes accessible to Data Subjects.

4.2.5 Data Protection Breach Notification: In context of article 4.1.8, in the event of a Data Protection Breach, Aerosimple shall assist Customer and provide all necessary information it has access to in order to permit Customer to comply with its obligations. Aerosimple shall notify Customer without undue delay of any breach of Customer's Personal Data discovered by Aerosimple.

4.2.6 Retention of Personal Data/Limitation to deletion: Personal Data processed by Aerosimple Services are generally retained until a) deleted by Customer or Aerosimple Services Users, or b) a customer-instructed retention period has expired, or c) the Cloud services agreement of Customer on Aerosimple Services is terminated.

4.2.7 Personal Data Deletion and Export upon Termination of Cloud Services

Agreement: Aerosimple shall be responsible to delete all data entered by Customer and Aerosimple Services Users into the Software applications provided

by Aerosimple Services (“User Data”) including Personal Data at the end of the calendar month following the expiration or termination of Customer’s use of the Aerosimple Services, or at any time upon request by Customer. Upon request by Customer, Aerosimple shall provide an export of User Data in a data format which can be processed by Customer for porting to other Cloud services.

4.2.8 Data Subjects Exercising Rights: In the event Aerosimple receives a request from a Data Subject to exercise rights as per Applicable Data Protection Law, Aerosimple shall forward such request to Customer which shall then instruct Aerosimple without undue delay as to how to proceed. Customer acknowledges that in case of a conflict between Data Subject and Customer, applicable legislation might force Aerosimple to fulfil the Data Subject’s request against Customer’s objection. Aerosimple would however not take such step without due consideration of the legal situation with Customer.

4.2.9 Effects of Deletion of Personal Data: Customer hereby confirms and acknowledges that in the event Customer requests Aerosimple to delete Personal Data or restrict its processing, this may render the provision of the provided or subscribed-to products or services impossible. Aerosimple shall notify Customer of such consequence before the execution of such request.

4.2.10 Back-up Copies of Personal Data: Aerosimple shall make back-up copies of the Personal Data insofar as they are required to ensure correct Personal Data processing and may copy and retain Personal Data that is needed for Customer’s or Aerosimple’s compliance with its statutory document retention obligations.

4.2.11 Handling of Media and Test Material: Aerosimple shall store, and handle media provided to Aerosimple, and all copies or reproductions thereof, with care so that they are not accessible by third parties. Aerosimple shall be obliged to provide for a destruction of test material and other material containing Personal Data that is to be discarded on in a manner compliant with the law only on the basis of an individual request by Customer and at the latter’s expense.

4.2.12 Data Protection Officer: Aerosimple shall provide the contact details of Aerosimple’s data protection officer (DPO) on the internet. As of the Effective Date of this DPA, the DPO’s current contact details are _____.

5. Mutual Agreements and Responsibilities

- 5.1 The Parties agree that any requests regarding Personal Data issued by Customer shall be made in a written and in explicit manner. In the event that such requests require a change of services, such change shall be renegotiated in good faith by both Parties, as well as the associated price.
- 5.2 Each of the Parties shall ensure that their respective personnel are bound by a legal obligation to comply with Data Protection obligations and to maintain data confidentiality, and that they are informed about other applicable provisions concerning the protection of Personal Data, in particular telecommunications secrecy. The obligation to maintain data secrecy continues to apply after termination of their work or employment contract.
- 5.3 Where Aerosimple believes that compliance with Customer's requests could result in a violation of applicable Data Protection Laws, Aerosimple shall promptly notify Customer thereof. Aerosimple shall be entitled to suspend the implementation of the relevant request until it has been confirmed or amended by Customer.
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7.2 Each Party reserves the right to refuse to provide the other Party with business and trade secrets, operational know-how and any information the audit of which would pose a security risk for the audited Party or its customers, or which the audited Party is prohibited to provide or disclose such as data being protected by law or the data of other customers.

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Measures regarding the transport, transfer, transmission or storage of Personal Data on data media (manually or electronically) as well as regarding the subsequent review:

The aim of the transmission control is to ensure that Personal Data cannot be read, copied, changed or deleted without authorization during their transfer or while stored on data media, and that it can be monitored and determined to which recipients a transfer of Personal Data is intended.

The measures necessary to ensure data security during transport, transfer and transmission of Personal Data as well as any other company or customer data are detailed in the policy on the protection of confidential business information. In this policy, there is a detailed description of the entire processing of data, from the creation of such data to their deletion, including the handling of such data in accordance with their classification.

In order to ensure transfer control, an encryption technology is used (e.g. remote access to the company network via VPN tunnel). The suitability of an encryption technology is measured against the protective purpose.

The transfer of Personal Data to a third party (e.g. customers, sub-contractors, service provider) is only made if a corresponding contract exists, and only for a specific purpose.

5. Data Entry Control

Measures regarding the subsequent review, whether and by whom data were entered, altered or deleted:

The aim of the data entry control is to make sure with the help of appropriate measures that the circumstances of the data entry can be reviewed and monitored retroactively.

System inputs are recorded in the form of log files. By doing so, it is possible at a later stage to review whether and by whom Personal Data was entered, altered or deleted.

6. Data Processing Control

The aim of data processing control is to ensure that Aerosimple only processes Personal Data in accordance with the Terms of Service (ToS) issued by Aerosimple for the contracted cloud service, and the provisions set forth in the Data Processing Agreement for Aerosimple Services.

Personal Data processed in Aerosimple Services only accessible to the technical support and operation organization. Aerosimple has policies in place to prevent this organization from using Personal Data for any other purpose or to disclose Personal Information to any other organization or third party except upon instruction by Customer.

A transfer of Personal Data to a third party, such as a subcontractor, is only made under consideration of contractual arrangements and Applicable Data Protection Law.

7. Availability Control

Measures regarding data backup (physical/logical):

The aim of the availability control is to ensure that Personal Data are protected against accidental destruction and loss.

If Personal Data is no longer required for the purposes for which it was processed, it is deleted promptly. It should be noted that with each deletion, the Personal Data is only locked in the first instance and is then deleted for good with a certain delay. This is done in order to prevent accidental deletions or possible intentional damage.

Due to technical reasons, copies of Personal Data may be present in backup files and may be made by mirroring of services. Subject to Aerosimple's own statutory data retention obligation (see Processing Agreement), such copies are also deleted – if necessary, with a technically caused delay.

8. Separation Control

Measures regarding the separate processing (saving, changing, deletion, and transfer) of data with different purposes:

The aim of the separation control is to ensure that data which have been collected for different purposes can be processed separately.

Personal Data are used for internal purposes only (e.g. as part of the respective customer relationship). A transfer to a third party such as a subcontractor is solely made under consideration of contractual arrangements and data protection regulations.

Employees are instructed to collect, process and use Personal Data only within the framework and for the purposes of their duties (e.g. service provision). At a technical level, multi-client capability, the separation of functions as well as the separation of testing and production systems are used for this purpose.

AeroSimple, LLC

Burbank-Glendale Pasadena Airport Authority

By: V V Rao

By: _____

Name: Visweswara Rao Viswanadha

Name: _____

Title: CEO

Title: _____

Date: 08/01/2022

Date: _____

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Jacobs Project Management Co.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated May 12, 2022 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Jacobs Project Management Co., a wholly owned subsidiary of Jacobs Engineering Group, Inc. ("Program Manager"), a Delaware corporation.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Program Manager as an independent contractor to provide the following professional services: program management and associated services for the Replacement Passenger Terminal ("RPT") Program.

B. Program Manager represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Commencement Date": May 12, 2022.

B. "Contract Administrator": Anthony Defrenza or a duly authorized designee.

C. "Contract Limit": \$42,000,000.00.

D. "Executive Director": Frank R. Miller or a duly authorized designee.

E. "Expiration Date": May 11, 2027.

F. "Federal Requirements" the federal requirements set forth in the attached Exhibit F, which requirements are applicable to projects funded by an Airport Improvement Program grant from the Federal Aviation Administration.

G. "Indemnitees": the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees, and volunteers of each such entity.

H. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit E.

I. "Multiplier Schedule": the multiplier schedule set forth in the attached Exhibit C.

D. J. "Payment Guidelines": the payment guidelines set forth in the attached Exhibit

K. "Rate Schedule": the rate schedule set forth in the attached Exhibit B.

L. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

A. Program Manager shall perform the Services on a Task Order basis upon the terms and subject to the conditions set forth in this Agreement. No work shall commence without a corresponding Task Order executed by the parties.

B. Program Manager shall provide all labor, equipment, supplies, and materials as required for the performance of the Services. Program Manager shall perform the Services in a timely, regular basis in accordance with the Authority's rules for the Airport, the Federal Requirements, and applicable laws. Time is of the essence in the performance of this Agreement.

C. The standard of care applicable to the Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time the Services are performed. Program Manager shall consult the Contract Administrator for any decisions that must be made by the Authority. Program Manager shall promptly notify the Contract Administrator of any unsafe condition that Program Manager discovers at the Airport.

D. In the event any claim is brought against the Authority relating to Program Manager's performance of the Services, Program Manager shall provide any reasonable assistance and cooperation that the Authority might require.

E. No change to the scope of work, schedule, or compensation specified in a Task Order shall be valid unless authorized by a Task Order amendment executed by the parties. If Program Manager is prevented from performing a Task Order due to an event beyond its reasonable control, then Program Manager may request a Task Order amendment and the Authority shall consider such request in good faith.

3. Term.

A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated.

B. If Program Manager breaches this Agreement and fails to cure such breach within seven calendar days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 calendar days prior written notice to the other party.

4. Compensation.

A. The Authority shall compensate Program Manager for performance of the Services, and Program Manager agrees to accept as full satisfaction for such work, payment according to the Rate Schedule, Multiplier Schedule, and the Payment Guidelines. In no event shall the compensation payable to Program Manager under this Agreement exceed the Contract Limit.

B. Program Manager shall submit monthly invoices to the Authority for the Services and shall include a copy of the Task Order(s) authorizing the work covered by the invoice. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Program Manager in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Program Manager shall pay all required taxes on the payments.

5. Independent Contractor Status. Program Manager is, and shall at all times remain as to the Authority, an independent contractor. Program Manager shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Program Manager except as set forth in this Agreement.

6. Work Product Ownership. All reports, documents, or other written material developed by Program Manager in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.

7. Confidentiality. Program Manager shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Program Manager shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at expiration or termination of this Agreement. Program Manager's obligations under this section shall survive expiration or termination of this Agreement.

8. Conflict of Interest. Program Manager shall not maintain or acquire any financial interest that may be affected by the Services. Program Manager shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

9. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Program Manager shall indemnify and hold the Indemnitees harmless from and against any and all claims, demands, damages, liabilities, losses, costs, or expenses, including reimbursement of reasonable attorneys' fees and costs of defense (collectively "Claims") to the extent caused by

the negligence, recklessness or willful misconduct of Program Manager, its officers, employees, subcontractors or agents (or any entity or individual that Program Manager shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional" as the term is defined under Civil Code Section 2782.8(c).

B. **Other Indemnities.** Other than in the performance of design professional services, and to the fullest extent permitted by law, Program Manager shall defend, hold harmless and indemnify the Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including reasonable attorneys' fees and costs of defense (collectively, "Damages"), in law or equity, to the extent caused by the acts or omissions of Program Manager, its officers, employees, subcontractors, or agents (or any entity or individual that Program Manager shall bear the legal liability thereof) in the performance of this Agreement except for such loss or damage arising from the negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by the agreement of the parties. Program Manager shall defend the Indemnitees in any action or actions filed in connection with any such Damages with counsel reasonably acceptable to the Authority, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Program Manager shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith or in enforcing the indemnity herein provided.

C. Program Manager's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Program Manager or the Indemnitees.

D. All duties of Program Manager under this section shall survive termination or expiration of this Agreement.

10. Insurance. Without limiting Program Manager's defense, hold harmless, and indemnification obligations under this Agreement, Program Manager shall maintain policies of insurance as specified in the Insurance Requirements.

11. Suspension. The Contract Administrator may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Program Manager.

12. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

Authority

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Anthony Defrenza
E-mail: ADefrenza@bur.org

Program Manager

Jacobs Project Management Co.
1000 Wilshire Boulevard, Suite 2100
Los Angeles, CA 90017
Attn: Perry Martin
E-mail: perry.martin@jacobs.com

13. Assignability. Program Manager shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Program Manager from utilizing subcontractors identified in Program Manager's proposal for the Services. Any attempt by Program Manager to assign, transfer, or subcontract any rights, duties, or obligations in violation of this prohibition shall be void.

14. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

15. Force Majeure. Any delays in or failure of performance by Program Manager or the Authority, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Program Manager or the Authority, as the case may be, including: acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Program Manager or the Authority respectively. In any such event, Program Manager's schedule and compensation shall be equitably adjusted.

16. Changes in Scope of Services. The Authority may, at any time, make changes in the scope of Services required under this Agreement or in the definition of Services to be performed. In the event the Authority notifies Program Manager of its desire to make a change in the scope of Services that may change the cost of performance, Program Manager shall, within 10 business days after receiving such notice, give the Authority notification of any potential change in price for the Services. Equitable adjustments to price and time of performance resulting from scope of Services changes will be negotiated and upon mutual agreement by the Authority and Program Manager, this Agreement will be modified by a written instrument, signed by both parties, to reflect the changes in scope of Services, price and schedule.

17. Limitation of Liability.

A. Neither Program Manager's nor the Authority's liability for the other party's damages will, in the aggregate, exceed the Contract Limit. This provision takes precedence over

any conflicting provision of this Agreement or any document incorporated into it or referenced by it. In no event shall either party or its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by the other party or any of the other party's agents, including other contractors engaged at the project site, as a result of this Agreement or the performance or non-performance of Services pursuant to this Agreement.

B. Limitations of liability provided herein will apply whether liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include each party's officers, affiliated corporations, employees, and subcontractors.

18. Exhibits. Exhibits A through F are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through E, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit F, the provisions of Exhibit F shall prevail.

19. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

20. Incorporation of Task Orders. Executed Task Orders are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of a Task Order, the provisions of this Agreement shall prevail.

21. Counterpart Originals. This Agreement may be executed in counterpart originals.

22. Entire Agreement. This Agreement (including the attached Exhibits and including executed Task Orders) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

Jacobs Project Management Co.

By: [Signature]

Print Name: Issam Khalaf

☐ Chairperson ☐ President ☒ Vice President

By: [Signature]

Print Name: Justin Johnson

☒ 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

[Signature]
Paula Devine, President

Approved as to form:

[Signature]
Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A

Scope of Services

The Program Manager's services shall support planning, procurement, program administration, design and construction oversight activities related to the RPT Program. Services will be authorized during the term of the contract via Task Orders. The Program Manager's services will generally be divided into four performance phases:

- ➔ Phase 1 – Program Planning Services
- ➔ Phase 2 – Design Phase Support Services
- ➔ Phase 3 – Construction Phase Support Services
- ➔ Phase 4 – Commissioning, Start-up and Program Close Out Services

Phase 1 – Program Planning Services

The Program Manager shall mobilize key personnel to a Project Management Office ("PMO") to be established within 2 miles of the Airport. Key personnel shall be dedicated to the RPT Program and shall be primarily working out of the PMO within 120 calendar days of Notice to Proceed issuance. Respondents shall provide a recommended staffing plan for dedicated key personnel for Phase 1 services. Key personnel will be responsible for:

- Developing a mobilization plan including establishing the PMO
- Developing Program Cost Controls and Reporting procedures
- Developing Program Schedule and Program Schedule Controls
- Developing Program Quality and Safety Oversight Programs
- Developing Program Document Control Processes
- Supporting all continued stakeholder engagement
- Establishing Program Financial Parameters
- Compiling a Responsibilities and Obligations Matrix
- Refining Program cost models/estimates and define cost drivers
- Preliminary Construction Phasing/Implementation Plan

Additionally, dedicated key personnel will manage the implementation of authorized Deliverable Specific Task Orders which rely on Program Manager resources in addition to the key personnel.

The Authority anticipates authorizing the following deliverable authorization Task Orders during Phase 1:

- Preparation of Program Definition Manual
- Preparation of a Program Charter and Program Management Manual
- Request for Qualifications/Request for Proposals (“RFQ/RFP”) document preparation and procurement support for design and construction phase procurement

Phase 2 – Design Phase Support Services

During this phase, the Program Manager shall provide design oversight services. The Program Manager will facilitate the design review process and coordinate as appropriate input from the Authority, third party stakeholders, or other regulatory agencies providing oversight. The Program Manager may be requested to provide experienced technical professionals in the various disciplines to conduct design reviews and provide input to design firm(s) hired by the Authority. Reviews by internal and external stakeholders shall be facilitated by the Program Manager. The Program Manager will also initiate and maintain program cost, schedule and status review processes. The Program Manager shall provide expert decision-making support related to cost/benefit analysis and value engineering for project design development.

Phase 3 - Construction Phase Support

The Program Manager shall provide construction oversight services which may include, but are not limited to: quality assurance activities, contract administration support services, cost control services, schedule reviews, tracking and reporting functions, constructability review, interface management, stakeholder coordination, construction phasing and safety reviews, manage or liaise airport security functions on the job site and other construction support services. Some portions of the scope under this phase may overlap and thus run concurrently with the Design Phase Support Services.

Phase 4 – Commissioning, Start-up and Program Close Out Services

The Program Manager will have oversight responsibilities during the commission, start-up and turnover of the RPT facilities. The Program Manager will oversee a process by which the contractor team provides training, receives needed permits and occupancy certificates and demonstrates operational readiness of the RPT to the satisfaction of the Authority and relevant stakeholders. The Program Manager will support the Authority in overseeing the overnight transition from the existing terminal building to the RPT. The Program Manager will oversee the

document turnover process, including a thorough review of As-Built/BIM data. Close-out activities also include supporting the Authority in the required documentation for closing any federal grants received for funding the RPT Program.

EXHIBIT B
Rate Schedule

Maximum Billable Rates – Program Manager shall be paid for services at the actual hourly rates (in U.S. dollars) paid to Program Manager personnel (employees and subconsultants) not to exceed the maximum billable rates by position allowed by this Agreement as outlined in the table below. The Specialty Services position is based on a negotiated rate. The positions of Program Manager personnel providing services must match one of the categories outlined below unless previously approved in writing by the Authority.

The Maximum Billable Hourly Rates shall be effective for 12 months from the NTP date defined in the Contract, after which they will be subject to adjustment based on the lesser of the Los Angeles-Long Beach-Anaheim CPI or 3% each year for the duration of the Contract.

	MAXIMUM DIRECT LABOR RATES 2022
Title/Category	Hourly
Accounting Administrator I	35.00
Accounting Administrator II	43.00
Accounting Administrator III	59.00
Accounting Administrator, Sr.	74.00
Administrative Assistant I	35.00
Administrative Assistant II	49.00
Administrative Assistant III	57.00
Administrative Assistant, Sr.	65.00
Architect I	43.00
Architect II	55.00
Architect III	85.00
Architect, Sr.	114.00
BIM Administrator I	36.00
BIM Administrator II	45.00
BIM Administrator III	69.00
BIM Administrator, Sr.	92.00
CADD Drafter I	49.00
CADD Drafter II	55.00
CADD Drafter III	65.00
CADD Drafter, Sr.	74.00
Construction Manager I	65.00
Construction Manager II	86.00
Construction Manager III	115.00
Construction Manager, Sr.	143.00

	MAXIMUM DIRECT LABOR RATES 2022
Title/Category	Hourly
Contract Administrator I	49.00
Contract Administrator II	55.00
Contract Administrator III	77.00
Contract Administrator, Sr.	99.00
Contract Manager	148.00
Cost Engineer I	55.00
Cost Engineer II	74.00
Cost Engineer III	89.00
Cost Engineer, Sr.	104.00
Data Technician I	35.00
Data Technician II	47.00
Data Technician III	57.00
Data Technician, Sr.	62.00
Design Manager I	65.00
Design Manager II	99.00
Design Manager III	121.00
Design Manager, Sr.	143.00
Document Control I	39.00
Document Control II	43.00
Document Control III	59.00
Document Control, Sr.	74.00
Engineering Intern	39.00
Engineering Manager	148.00
Estimator I	55.00
Estimator II	74.00
Estimator III	94.00
Estimator, Sr.	114.00
Field Engineer I	49.00
Field Engineer II	73.00
Field Engineer III	101.00
Field Engineer, Sr.	129.00
GIS Database Architect III	86.00
IT Specialist I	49.00
IT Specialist II	65.00
IT Specialist III	77.00
IT Specialist, Sr.	88.00
Inspector I	49.00
Inspector II	55.00
Inspector III	71.00
Inspector, Sr.	86.00

	MAXIMUM DIRECT LABOR RATES 2022
Title/Category	Hourly
LEED Administrator I	43.00
LEED Administrator II	55.00
LEED Administrator III	85.00
LEED Administrator, Sr.	114.00
Logistics Communications Manager I	74.00
Logistics Communications Manager II	86.00
Logistics Communications Manager III	100.00
Logistics Communications Manager, Sr.	114.00
Logistics Coordinator I	55.00
Logistics Coordinator II	65.00
Logistics Coordinator III	76.00
Logistics Coordinator, Sr.	86.00
Office Engineer I	55.00
Office Engineer II	74.00
Office Engineer III	94.00
Office Engineer, Sr.	114.00
Office Manager I	57.00
Office Manager II	74.00
Office Manager III	82.00
Office Manager, Sr.	95.00
Planner I	55.00
Planner II	74.00
Planner III	108.00
Planner, Sr.	141.00
Procurement Strategy Manager, Sr.	148.00
Program Manager I	86.00
Program Manager II	114.00
Program Manager III	148.00
Program Manager, Sr.	181.00
Project Controls I	49.00
Project Controls II	65.00
Project Controls III	90.00
Project Controls, Sr.	114.00
Project Engineer I	55.00
Project Engineer II	74.00
Project Engineer III	87.00
Project Engineer, Sr.	99.00
Project Management Admin Assistant (Limited)	42.00
Project Management Business Admin (Limited)	65.00
Project Management Principal (Limited)	181.00

	MAXIMUM DIRECT LABOR RATES 2022
Title/Category	Hourly
Project Manager I	74.00
Project Manager II	86.00
Project Manager III	110.00
Project Manager, Sr.	134.00
Quality Assurance Coordinator I	49.00
Quality Assurance Coordinator II	57.00
Quality Assurance Coordinator III	72.00
Quality Assurance Coordinator, Sr.	86.00
Safety, Asst. Program Manager	99.00
Safety Manager	92.00
Safety Technician I	52.00
Safety Technician II	69.00
Safety Technician III	82.00
Safety Technician, Sr.	95.00
Scheduler I	55.00
Scheduler II	86.00
Scheduler III	108.00
Scheduler, Sr.	130.00
Security Inspector I	42.00
Security Inspector II	55.00
Security Inspector III	65.00
Security Inspector, Sr.	82.00
Subject Matter Expert	181.00
Survey Party Chief	82.00
Surveyor I	36.00
Surveyor II	45.00
Surveyor III	57.00
Surveyor, Sr.	65.00
Technical Specialist I	49.00
Technical Specialist II	86.00
Technical Specialist III	108.00
Technical Specialist, Sr.	129.00
Utility Coordinator I	55.00
Utility Coordinator II	65.00
Utility Coordinator III	90.00
Utility Coordinator, Sr.	114.00
Specialty Services	As Negotiated

Note: The Authority reserves the right to conduct a certified payroll review at any time during the term of the contract of auditing purposes.

Types of Positions

Program Manager personnel shall have high work standards, conduct themselves in an ethical manner, and be self-motivated. Program Manager's Support Services may require, but not be limited to, any or all of the following types of positions:

Accounting Administrator - Assists the payment and cost accounting teams with tasks related to invoicing, insurance, subcontractor utilization reports, and contract compliance.

Administrative Assistant - Prepares correspondence, maintains calendars, sets up and coordinates meetings, takes meeting minutes, copies and scans documents, logs information tracks documents, handles phone calls, greets and assists visitors.

Architect - Provides support on design review, planning, project definition, conceptual development, managing CADD standards, drawings and additional duties as assigned.

BIM Administrator - Responsible for the overall management, direction and implementation of the BIM process, facilitates the successful implementation of BIM technology and the related processes.

CADD Drafter - Manages and edits engineering drawings, documents existing conditions, performs surveys for incorporation into various documents, drawings and/or databases, and supports project definition.

Construction Manager - Monitors execution of project's construction technical requirements, manages construction projects, including resolution of field issues, the Request for Information (RFI) process, etc. and other tasks as needed during construction.

Contract Administrator - Performs a broad range of contract administrative duties, including procurements, billings, insurance, badging, and compliance.

Contract Manager - In concert with Authority Legal Department, develops and implements procurement and contract procedures, policies and documents; manages contract negotiations, recommendations, record keeping, monitoring, change management; manages staff in department; other duties as assigned.

Cost Engineer - Tracks budgets for projects in program management software, prepares reports on project costs, develops estimates at completion for forecasting on projects, balances project management costs with SAP.

Data Technician - Enters data into the project management software, prepares spreadsheets to analyze data.

Design Manager - Ensures compliance with program/project design criteria requirements, coordinates with all stakeholders to assure design accuracy and quality.

Document Control Technician - Receives and sends project documents to project staff, maintains both hard copy and electronic files.

Engineering Intern – Provides engineering support to construction manager, design managers, project managers, and field engineers overseeing projects.

Engineering Manager – Responsible for leading and supervising a team of engineers in the development of requirements and standards, and overseeing the Design-Build in the planning, design and construction of the program or project.

Estimator - Prepares conceptual estimates on a variety of project types, reviews contractor and consultant cost proposals, negotiates change orders.

Field Engineer – Monitors and assists in field construction coordination efforts, coordinates with contracts, terminal and airfield operations divisions, and other stakeholders as needed, documents field construction activities, etc., and other duties as needed.

GIS Database Architect – Responsible for GIS Database development, oversees GIS CAD staff assigned to projects.

IT Specialist – Follows established procedures to troubleshoot, coordinates and resolves IT systems related issues, performs hardware/software installations, provides training and orientation to new staff, coordinates with the Authority and others as needed.

LEED Administrator/Green Building Expert – Reviews submittals for compliance with the project's specifications as well as with LEED requirements or the Green Building Code.

Logistics Communications Manager – Makes recommendations for procedural adjustments to mitigate future logistics/construction adverse impacts affecting airport customers. Compiles data on scope, location, and schedule of future projects for the Authority in resource scheduling, and construction packaging and sequencing.

Logistics Coordinator – Identifies areas of conflict between different but adjacent projects and facilitates their resolution with appropriate Authority staff. Attends weekly design and/or project construction meetings for projects within a given area. Develops comprehensive plans for ramp use, construction areas within terminals, road and curb impacts. Extracts look-ahead data for barricades, utility shutdowns, and other public area activities that would affect airport customers.

Materials Testing Engineer – Performs soils testing, non-destructive tests on structural steel and welds, concrete, asphalt, and various other materials testing services (registration as a Professional Engineer is required).

Materials Testing Technician – Performs a variety of materials testing as needed. Personnel shall possess at least three (3) years of experience in their materials testing areas of expertise and be certified at NICET level II or higher.

Office Manager – Manages administrative staff, maintains office facilities, supports staff with facility, equipment and supply needs.

Planner – Provides support on various aviation planning assignments, including the development of project definition documents, and other tasks as needed.

Procurement Strategy Manager – Identifies, evaluates, and develops approach and materials for procurement, contracting and delivery of projects or packages of projects.

Program Manager – Plans, organizes, integrates and directs staff responsible for management, programming, design, construction, and closeout of a portfolio of related project; coordinates and collaborates on project management, engineering and construction activities with stakeholders (other departments, airport tenants, air carriers, contractors and governmental agencies); provides assistance and guidance to management on development matters; responsible for overall delivery of program goals and objectives; performs related duties as assigned.

Project Controls – Provide project controls management and support for the Authority's Replacement Passenger Terminal (RPT) Program. Primary project controls functions will include: management of cost estimating and scheduling functions; development of planning and design level capital project budget and cost estimates; construction contract change order cost analyses and negotiations; project and program level schedule development; contractor construction schedule review and analysis; and construction contract delay claim analyses and negotiations.

Project Engineer – Under general supervision, performs routine professional project engineering work on Authority capital projects and performs related duties as assigned.

Project Management Administrative Assistant – Provides contract administration and recruitment/onboarding support requested by the Authority that is above what is required by industry standards and not covered by firm's overhead rate. This may include, but is not limited to, expenditure analyses and forecasts, recruiting and onboarding support, coordinating hiring processes with sub-consultants, and SBE/DVBE tracking.

Project Management Principal – Provides limited project management services requested by the Authority that is above that required by industry standards and not covered by firm's overhead rate. This may include, but is not limited to, interviewing high-level and specialized potential candidates, conflict/issue resolution, and participation in management meetings.

Project Manager – Leads the successful development and implementation of a capital project or work package. Provides direction and input on projects from design development stage through construction. Acts as the Authority's primary representative on a project, establishes standards for meeting minutes, records, etc. and ensures Designers and Contractors are meeting Authority quality standards. Facilitates coordination with other Authority divisions and regulatory agencies (Inspection, Planning, Operations, Police, TSA, FAA, etc.) as appropriate. Coordinates construction barricade and messaging plan, utility shutdown requests, impact notices, disruption notices, contingency planning and other tasks as needed.

Quality Assurance Coordinator – Provides ongoing support in the review, evaluation and development of quality assurance (QA) standards and procedures manual documents; assists in identifying problems/deficiencies, coordinates with Authority inspection managers and professional staff to obtain input/feedback and prepares summary reports with recommendations.

Assists with the preparation and implementation of changes and/or updates to the standards and procedures manual as appropriate and provides training to staff.

Safety Assistant Program Manager – Provides support to the Safety Manager and assists in managing the team of safety technicians and reports back to Authority management on compliance of those policies.

Safety Manager – Manages Authority's safety program and team of safety technicians, assists in the management of establishing and monitoring safety program policies and goals and reports back to Authority on compliance of those policies.

Safety Technician – Responsible for safety management, including contractor safety enforcement, construction safety programs, developing and implementing new safety training initiatives, insurance risk management and loss.

Scheduler - Reviews and analyzes contractor's schedules for contract compliance, writes and reviews comments, updates staff on contractor's performance, evaluates time impacts.

Specialty Services – May encompass a variety of duties, each position under this category will be defined as needed by the Authority.

Subject Matter Expert – Provides professional support and guidance in the Subject Matter Expert's (SME) area of expertise.

Subject Matter Expert Principal – Provides professional support and guidance in the Subject Matter Expert's (SME) area of expertise. (Reserved for high level support).

Surveyor – Directs or conducts surveys, prepares data, charts, plots, maps, records, and documents related to surveys, verifies the accuracy of survey data, including measurements and calculations conducted at project sites.

Survey Party Chief – Oversees and leads a team of surveyors who conduct surveys, prepare data, charts, plots, maps, records, and documents related to surveys, verifies and certifies the accuracy of survey data, including measurements and calculations conducted at project sites.

Technical Specialist – Performs assignments of moderate to high complexity with limited supervision across a wide range of disciplines, including EDM/GIS services, technical editing, environmental impact and sustainability, facility planning and management, and other tasks as needed.

Utility Coordinator – Manages all utility shutdown requests and disruption notices, extras current and projects requests form contractors. Coordinates with TSA, Operations, Police, Airlines, IT and others to prepare recommendation for approval and timing of shutdown and impact analysis notices. Anticipates shutdown needs, dates and required resources.

Paygrades – The Authority reserves the right to assign paygrade based upon an evaluation of position requirement and responsibilities. In general, positions may consist of three paygrades:

I = less than 5-years' experience

II = 5 to 10-years' experience

III = more than 10-years' experience, but 15 years or more is preferred.

Lead / Senior / Manager = more than 15-years' experience, but 20 years or more is preferred.

EXHIBIT C
Multiplier Schedule

Prime Multiplier – The following prime multiplier is allowed by Program Manager for work performed by Program Manager’s employees. The prime multiplier shall be applied to the appropriate direct labor costs only, not on reimbursable costs. The parties acknowledge that the prime multiplier is inclusive of overhead (“OH”), fringe benefits, and profit.

The Multiplier shall be composed of a) an audited overhead rate prepared in accordance with Title 48, Code of Federal Regulations, Part 31, of the Federal Acquisition Regulations (“FAR”), or other audited and/or negotiated financial statement. The OH rate shall be adjusted on the anniversary date of the contract to reflect the most recent audited and/or negotiated company OH rate for the most recent fiscal year, and b) a fee of 10% on total labor cost.

Prime Multiplier Table	
Firm Name	Multiplier
JACOBS – Home	2.23
JACOBS – Field	2.11

Subconsultant Multipliers – The following subconsultant multipliers ARE allowed by Program Manager for work performed by each particular subconsultant. The subconsultant multiplier shall be applied to the subconsultant’s direct labor costs only, not on reimbursable costs. The parties acknowledge that the subconsultant multiplier is inclusive of overhead, fringe benefits, and profit. The OH rate for each subconsultant shall be adjusted annually or as otherwise agreed to by the Authority to reflect the most recent audited and/or negotiated company OH rate for the most recent fiscal year and a fee of not to exceed 8% on total labor cost.

Subconsultants Multiplier Table	
Firm Name	Multiplier
Subconsultant 1	TBD
Subconsultant 2	TBD
Subconsultant 3	TBD
Subconsultant 4	TBD
Subconsultant 5 (as needed)	TBD
Subconsultant 6 (as needed)	TBD
Subconsultant 7 (as needed)	TBD
Subconsultant 8 (as needed)	TBD

The profit percentage which is a component of the multipliers listed above shall in no case exceed 10% of total labor cost.

Markup of Subconsultant's Labor – Markup of first-tier subconsultant by Program Manager for the management of the subconsultants' work shall be applied to the subconsultants direct labor after the application of the applicable subconsultant's multiplier as defined in the table above. Other reimbursable direct subconsultant costs are not subject to either the subconsultants multiplier or the markup of subconsultant's direct labor.

Mark-up of Subconsultant's Direct Labor
MARK-UP PERCENTAGE
3%

EXHIBIT D
Payment Guidelines

Program Manager shall be compensated and receive cost reimbursement as follows:

A. COMPENSATION FOR PERSONNEL

The Authority shall compensate Program Manager for personnel (employee or subconsultant) costs based upon the individual's direct labor rate at the time of service, not to exceed the maximum direct labor rates specified in Exhibit B. Additionally, Program Manager is allowed a markup, per Exhibit C, on first-tier subconsultant direct labor for the management of the subconsultant's work.

1. Personnel Hourly Rate Calculation

- a) While directly engaged in the performance of this Agreement on an Hourly basis, Program Manager shall be compensated for actual cost of base salaries and wages of professional, technical and support personnel in accordance with Exhibit B, and as authorized via Task Orders.
- b) The "Field" multiplier will be applied to personnel as defined in authorized Task Orders and to any personnel engaged in the performance of this agreement full time at the "field office" for 3 consecutive months. In cases where the "Home" multiplier was applied to personnel who ultimately provided services full time at the "field office" for 3 consecutive months, an adjustment to the "Field" multiplier shall be applied retroactively and the difference credited in a subsequent invoice.
- c) Base Hourly Rate is defined as either the position's actual base yearly salary divided by 2,080 hours for salaried employees, or hourly wage rate for hourly employees. The Authority may, at its discretion, allow the use of a basis other than 2,080 hours for a non-standard work year.
- d) The Multipliers for this Agreement are as specified in Exhibit C.
- e) The Multiplier for any new subconsultant providing personnel services shall be based upon an audited multiplier or a negotiated multiplier, and must be approved in writing by the Authority prior to use of such subconsultant on work performed under this Agreement. The defined multiplier may be subject to Authority audit and subsequent negotiation.
- f) Time is the sum of actual hours and fractions thereof worked by each employee directly engaged in the performance of this contract.
- g) The Billable Hourly Rate is the product of the Authority-approved Base Hourly Rate and the applicable Multiplier.

2. Hourly Rate Schedule and Overtime

- a) The not-to-exceed maximum Reimbursable Hourly Rates for job classifications of the employees directly engaged in performing work under this Agreement are listed in Exhibit B. The Job Classifications and Maximum Reimbursable Direct Hourly Labor Rates may not be changed without prior written approval of the

Authority. The actual hourly rates to be applied to specific Program Manager personnel must be pre-approved via a Task Order and/or Personnel Authorization. Authority approval for adjusting the not-to-exceed maximum reimbursable Hourly Rate(s) shall not be unreasonably withheld if supported by actual hourly rates which are reflective of the current competitive market. Approved actual hourly rates may only be adjusted with prior Authority approval and must be made in accordance with Program Manager's current approved salary plan. Prior written approval is required and is effective as of the date indicated on the Task Order. Program Manager shall fully document to the Authority's satisfaction that such proposed salaries are reflective of the current competitive market.

- b) Any and all personnel and associated hourly rates must be approved, in advance, by the Authority. Program Manager shall submit to the Authority the employee's name, job classification, company, hourly rate (with supporting documents) and exempt or non-exempt status. The individual hourly rates may be renegotiated for each additional contract year. However, in no event shall the hourly rate be increased by more than three percent (3%) per contract year without prior written justification to and approval by the Authority.
- c) The Authority's approval of additional personnel shall not entitle Program Manager to any additional compensation beyond the limit established for the individual Task Order.
- d) The Authority relies upon Program Manager to properly designate its employees as exempt or non-exempt under the Fair Labor Standards Act. The Authority shall not reimburse Program Manager for back pay, penalties, or interest imposed by the Department of Labor in the event of a dispute regarding the improper designation of Authority's employees.
- e) All overtime must be approved in advance by the Authority. In the event that overtime work is required by non-exempt employees whereby there is an associated premium cost, the overtime shall be compensated as defined by the Fair Labor Standards Act.
- f) Personnel time incurred with travel shall not be compensable beyond a normal workday.

3. Fully Burdened Rates

The Authority may negotiate fully burdened rates for specialty services. These rates will be approved in writing via Task Order and will be all inclusive (overhead, fee, other reimbursable expenses deemed appropriate by the Authority, etc.).

B. REIMBURSABLE TRAVEL EXPENSES

It is the policy of the Authority to allow for the reimbursement of Program Manager personnel relocation and travel expenses when it is determined that such reimbursement assists in the furtherance of Authority business. Authority business requires:

- (1) A valid Authority interest to be served or gained thereby;
- (2) Relevance to Authority operations or the individual's role in such operations;

- (3) The promotion or development of Authority programs, methods or administration; or
- (4) Compliance with instructions or authorization of the Authority, the Executive Director or the Authority Commission.

It is expected that in each instance Program Manager will only incur expenses that a reasonable and prudent person would incur if traveling on personal business.

Prior written approval by the Authority is required. It is expected that before such authorization is granted, due consideration shall be given to such factors as suitability, level of seniority in the field of expertise, specialty discipline, and nature of the business involved.

1. Travel Expenses Reimbursement Methodologies

In accordance with guidelines provided below, covered travel expenses will be reimbursed at actual documented costs. Receipts or other documentation shall be provided to the Authority's satisfaction for all eligible travel expenses included airfare, transit expenses, lodging and meals. At the sole discretion of the Authority a Travel Related Reimbursement Factor may be negotiated as described below. The Authority also reserves the right to define and authorize a daily meal allowance which, if done, will eliminate the need to submit receipts for meals.

a) Travel Related Reimbursement Factor

This methodology shall be applied when the frequency of travel is known and forecasting of expenditures can be made with a certain level of predictability. Utilizing this methodology, the Authority may negotiate a travel-related reimbursement factor. This factor must be authorized by the Authority and detailed in a Task Order or Travel Authorization. The authorizing document shall specify the time period for which this approval is granted. The Authority reserves the right to periodically review and adjust the travel-related reimbursement factor.

Under this methodology, the Authority will not require submission of actual receipts for the reimbursement factor but will require verification of travel status in the form of airfare or transit receipts, or lodging receipt/lease agreement.

2. Travel Expense Guidelines

a) Air Travel

Official travel shall be by the most direct routing and Program Manager air travel expenses are allowable only for the lowest regular fare available for regularly scheduled airlines for the date and time selected. The Authority will reimburse for the price of a coach class, unrestricted ticket. When possible, economy or special fares are to be used. Program Manager shall make every effort to make the

reservation well in advance to be able to get the best price possible. Approved Air Travel must be supported by legible copies of airlines tickets. Electronic tickets and boarding passes are acceptable. The Authority shall only reimburse for reservation change fees when the schedule change was requested by the Authority and is supported by documentation confirming the Authority's direction of schedule change. Comfort items such as paying for exit row seats or service upgrades are not allowable. In cases where the traveler is charged for the first checked bag, the Authority will reimburse for this fee. Baggage fees or additional items will not be automatically reimbursed unless a justification for a business need is provided. Checked baggage fees are considered a separate reimbursement expense and are not included as part of the per diem.

b) Ground Transportation

The least expensive and most practical form of public transportation shall continue to be reimbursed taking into consideration such factors as time and availability. Ground transportation is defined as travel from home to airport and back, and from airport to Authority business location and back.

Local transportation costs incurred by Program Manager while in travel status will be reimbursed as follows:

- Taxi/limousine/bus – reimbursable at actual cost
- Rental Automobiles – Because of their cost, rental automobiles shall be used only when their use will affect a savings, or other advantage, or when the use of other transportation is not feasible. Rental automobiles shall be limited to compact models when available. A legible copy of the automobile rental agreement is required. Rental of other than compact automobiles is allowable when compacts are not available or if more than two staff members are in the travel status. Rental cars shall be returned with a full tank of gas when possible. Fuel charges will be reimbursed at the market price. Unreasonable or excessive fuel charges by the rental car agency may not be reimbursed.
- Private Automobile – Use of private or Program Manager-owned or leased automobiles will be reimbursed at the rate permitted under the Internal Revenue Service published rates as applicable to such costs. Prior written approval by the Authority is required before any private automobile will be allowable for reimbursement.
- Tolls and parking charges – For use of ferries, roads, bridges, and tunnels while traveling to and from commercial carriers and parking, charges at origination/destination will be reimbursed at cost.

Travel to and from the Site for Home Office Staff who are located in any of Program Manager's office locations in the Los Angeles Vicinity is not reimbursable without prior written approval by the Authority.

c) Lodging/Meals Guidelines

Receipts are required for lodging and incidental expenses and will be reimbursed in accordance with Authority policy. In the selection of restaurants and lodging, it is expected that individuals will seek moderately priced establishments of acceptable equality. Program Manager must consider transportation costs, time, and other relevant factors in selecting the most economical and practical accommodations. Program Manager shall select a hotel/motel with the limits of the City of Los Angeles, Burbank, Glendale or Pasadena limits. Lodging expenses will be reimbursed only at the single occupancy rate.

For traveling employees assigned to the Site on a regular basis, Program Manager may utilize internal policies, such as use corporate apartments, to determine the most cost effective lodging. Prior to leasing or procuring such lodging, Program Manager shall perform a lease versus per diem analysis and provide to the Authority for review and concurrence.

Covered Expenses:

- Lodging to include hotel/motel or corporate housing
- Meals, including gratuity limited to not more than 15%
- Incidental expenses which includes: fees and tips given to porters, baggage carriers, bellhops, hotel maids/servants, stewards or others

d) Non-Reimbursable travel costs (including but not limited to:)

- Non-economy class airfare
- Air flight insurance
- Expense of any insurance offered by the auto rental company such as Collision Damage Waiver, Personal Accident Insurance, Liability Insurance Supplement, Personal Effects Coverage, Supplemental Liability Protection, etc. in connection with a rented vehicle.
- Auto repairs, replacement of towage to personal vehicle when such use has been authorized.
- Valet parking when self-parking is available.
- Meals and incidental expenses in excess of the set domestic stipend or internal federal per diem rate will not be reimbursed.
- Reimbursements for Authority employee's meals are not allowable, except in accordance with Authority policy.
- Alcoholic beverages
- Expenses incurred by a dependent or other person accompanying Program Manager personnel on an official business trip are not allowable. Bills indicating multiple occupants are to be adjusted to single occupancy rate and disallowed unless disclosure is made indicating reasons, names and dates.
- Expenses of a purely personal nature.

3. Not-To-Exceed Per Diem Meal Allowance

If established by the Authority and authorized for use, the not-to-exceed per diem rate will be applied as a meal allowance, in accordance with the limits established by the Authority. Meal allowance covers the cost of all meals, including gratuity.

C. OTHER REIMBURSABLE EXPENSES

1. Supplies, Materials and equipment – At actual cost for items used directly on the furtherance of work and supported by receipts on all individual items. Any equipment, copiers, computer software, intellectual property licenses or any other non-consumable supplies (collectively, “Equipment”) purchased or licensed by Program Manager for use at the Site and reimbursed by the Authority, shall be the Authority’s and title therefore shall vest in the Authority upon such purchase or license. Equipment may also be leased if determined to be cost effective. Program Manager shall provide a lease versus purchase analysis for such proposed leased Equipment. If Equipment is currently owned by Program Manager, it may be leased for exclusive use at the Site and on the project and reimbursed by the Authority at a for market rate. No such Equipment may be purchased, leased or licensed without the prior written approval of the Authority.

2. Reproduction – At actual cost of outside reproduction of material and documents required for the furtherance of work.

3. Computer Services – Computers, mobile phones, peripherals and software that are deemed to be standard equipment used in the course of business and as such , shall not receive reimbursement, unless specifically authorized by the Authority.

4. Vehicle and Equipment Costs – Prior to leasing/purchasing major equipment, trailers and/or vehicles, Program Manager shall perform a lease versus purchase analysis. If the job vehicle is currently owned by Program Manager parent company, it may be leased for exclusive use ate the Site and on the Project and reimbursed by the Authority at a fair market/comparable lease rate. The analysis shall be approved by the Authority prior to leasing and/or purchasing major equipment and vehicles. Job vehicles and vehicles for Key Personnel will be reimbursed at actual lased cost as long as such lease cost is reasonable. Repairs related to normal wear and tear for such vehicles will be reimbursed at actual cost as long as such costs are reasonable. Reimbursement will not be made for repairs related to abuse or neglect by Program Manager nor will repairs related to items covered by insurance be reimbursed. Task Orders will be reimbursed via a wet lease rate when the Task Order so specifies. This rate will cover all cost related to the operation of the vehicle, which includes but is not limited to the lease, insurance gasoline, maintenance, and repairs.

5. Training and Seminar Costs – Training and seminar costs for Program Manager personnel may be reimbursed only if such training or seminar directly benefits the Authority, and has been approved by the Authority in advance.

6. Office Expenses – 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. Office communication expenses include reimbursement of actual cost for long distance telephone services. Express mail or other forms of communication used on a day to day, ordinary course basis are reimbursable. Mass mailings that are approved in advance in writing by the Authority are a reimbursable cost. Cost for bottled drinking water and coffee at the field office is not reimbursable.

7. Business Meeting Expenses – Subject to Authority prior approval, reimbursement for business meeting expenses on behalf of the Authority shall be made at actual cost and supported by receipts. A list of attendees and subject of meeting will be required.

8. Other costs that are not included in or covered by Program Manager's Overhead Rate – At actual cost for items used directly in the furtherance of work, subject to the prior written approval of the Authority and supported by receipts.

D. COSTS NOT REIMBURSABLE

Include charges for entertainment, non-economy class airfare, contributions, personal telephone charges, dues and subscriptions, alcoholic beverages, expenses for transportation for personal pursuits, gifts, gratuities greater than 15%, microwaves and refrigerators, bottled water, lunches, paper plates, cups, coffee, creamer, wipes and hand sanitizer, and other charges expressly disallowed under the terms of this contract. Extraordinary expenses require prior Authority approval.

E. SUBCONSULTANTS

Subconsultants shall follow the reimbursable expense guidelines set forth for Program Manager herein.

EXHIBIT E
Insurance Requirements

1. Program Manager shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Program Manager shall maintain commercial general liability insurance in an amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Program Manager shall maintain automobile insurance covering bodily injury and property damage for all activities of Program Manager arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount of \$1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Program Manager shall maintain professional liability insurance that covers the Services in the amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Program Manager shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Program Manager shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of \$1,000,000.

2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be added as additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Program Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) that apply to the additional insureds shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For claims related to this Agreement, Program Manager's insurance coverage that applies to the additional insured shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Program Manager's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnatee before the Indemnatee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

G. Program Manager's insurance (excluding Professional Liability and Workers Comp/Employers Liability) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Program Manager shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Program Manager resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

4. Program Manager shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to review

copies of all required insurance policies at Program Manager's office subject to a non-disclosure agreement.

5. Program Manager shall ensure that its subcontractors provide the same insurance coverage and endorsements required of Program Manager. Program Manager shall monitor and review all such coverage, and Program Manager assumes all responsibility for ensuring that such coverage is provided. Upon request, Program Manager shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Program Manager or the Authority shall withhold from its payments to Program Manager an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Program Manager 90 calendar days notice of such change. If such change results in substantial additional cost to Program Manager, then the parties shall renegotiate Program Manager's compensation.

EXHIBIT E
Insurance Requirements

1. Program Manager shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Program Manager shall maintain commercial general liability insurance in an amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Program Manager shall maintain automobile insurance covering bodily injury and property damage for all activities of Program Manager arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount of \$1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Program Manager shall maintain professional liability insurance that covers the Services in the amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Program Manager shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Program Manager shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of \$1,000,000.

2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be added as additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Program Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) that apply to the additional insureds shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For claims related to this Agreement, Program Manager's insurance coverage that applies to the additional insured shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Program Manager's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnatee before the Indemnatee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

G. Program Manager's insurance (excluding Professional Liability and Workers Comp/Employers Liability) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Program Manager shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Program Manager resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

4. Program Manager shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to review

copies of all required insurance policies at Program Manager's office subject to a non-disclosure agreement.

5. Program Manager shall ensure that its subcontractors provide the same insurance coverage and endorsements required of Program Manager. Program Manager shall monitor and review all such coverage, and Program Manager assumes all responsibility for ensuring that such coverage is provided. Upon request, Program Manager shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Program Manager or the Authority shall withhold from its payments to Program Manager an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Program Manager 90 calendar days notice of such change. If such change results in substantial additional cost to Program Manager, then the parties shall renegotiate Program Manager's compensation.

EXHIBIT F
AIP Project Federal Requirements

1. Access to Records and Reports

Program Manager must maintain an acceptable cost accounting system. Program Manager agrees to provide the Authority, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of Program Manager which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Program Manager agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. Breach of Contract Terms

Any violation or breach of terms of this contract on the part of Program Manager or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The Authority will provide Program Manager written notice that describes the nature of the breach and corrective actions Program Manager must undertake in order to avoid termination of the contract. The Authority reserves the right to withhold payments to Program Manager until such time Program Manager corrects the breach or the Authority elects to terminate the contract. The Authority's notice will identify a specific date by which Program Manager must correct the breach. The Authority may proceed with termination of the contract if Program Manager fails to correct the breach by the deadline indicated in the Authority's notice.

The duties and obligations imposed by the contract documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. General Civil Rights Provisions

Program Manager agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Program Manager and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

4. Civil Rights – Title VI Assurance

During the performance of this contract, Program Manager, for itself, its assignees, and successors in interest (hereinafter referred to as the "Program Manager") agrees as follows:

A. Compliance with Regulations: Program Manager will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination: Program Manager, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Program Manager will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Program Manager for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Program Manager of Program Manager's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

D. Information and Reports: Program Manager will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Program Manager will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Program Manager's noncompliance with the nondiscrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to Program Manager under the contract until Program Manager complies; and/or

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

F. Incorporation of Provisions: Program Manager will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Program Manager will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Program Manager becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such

direction, Program Manager may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Program Manager may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

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

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

5. Clean Air and Water Pollution Control

Program Manager agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Program Manager agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Program Manager must include this requirement in all subcontracts that exceed \$150,000.

6. Contract Workhours and Safety Standards Act Requirements

A. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (A) of this clause, Program Manager and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Program Manager and such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation

of the clause set forth in paragraph (A) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this clause.

C. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Program Manager or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this clause.

D. Subcontractors.

Program Manager or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this clause.

7. Certification of Offeror/Bidder Regarding Debarment

A. By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

B. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website:
<http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. Disadvantaged Business Enterprises

A. Contract Assurance (§ 26.13) - Program Manager or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Program Manager shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by Program Manager to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying Program Manager from future bidding as non-responsible.

Contractor agrees to include the Contract Assurance in all subcontracts entered into with a subcontractor.

B. Prompt Payment (§ 26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

C. Attainments (§ 26.37) - Contractor shall submit a running tally of actual DBE attainments (e.g. payments actually made to DBE firms) including a means of comparing these attainments to commitments in a monthly basis in the format specified by the Authority.

D. Utilization (§ 26.53) – The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Authority's written consent as provided in 49 CFR Part 26. Unless the Authority's consent is provided as provided therein, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

E. Termination or Replacement of DBEs on a Contract (§ 26.53) - The Contractor shall notify the Business Properties and Administration department in writing immediately of a DBE's inability or unwillingness to perform its subcontract work and Contractor's intention to terminate the DBE, and shall provide reasonable documentation in evidence of the DBE's

deficient performance. The Authority will evaluate the Contractor's allegations of the DBE's deficient performance and determine, in its sole discretion, whether the Contractor's proposed termination of the DBE is based on good cause and warranted.

F. Subcontracts (§26.29) – The Contractor shall make available upon request a copy of all subcontracts.

9. Distracted Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Authority encourages Program Manager to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Program Manager must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

10. Energy Conservation Requirements

Program Manager and subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

11. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Program Manager has full responsibility to monitor compliance to the referenced statute or regulation. Program Manager must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

12. Certification Regarding Lobbying

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13. Occupational Safety and Health Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Program Manager must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Program Manager retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Program Manager must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

14. Termination of Contract

A. The Authority may, by written notice to Program Manager, terminate this agreement for its convenience and without cause or default on the part of Program Manager. Upon receipt of the notice of termination, except as explicitly directed by the Authority, Program Manager must immediately discontinue all services affected.

Upon termination of the agreement, Program Manager must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates,

summaries, and other documents and materials prepared by Program Manager under this contract, whether complete or partially complete.

The Authority agrees to make just and equitable compensation to Program Manager for satisfactory work completed up through the date Program Manager receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Authority further agrees to hold Program Manager harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. Either party may terminate this agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

1. Termination by Authority: The Authority may terminate this Agreement in whole or in part, for the failure of Program Manager to:

- a. Perform the services within the time specified in this contract or by Authority approved extension;
- b. Make adequate progress so as to endanger satisfactory performance of the Project;
- c. Fulfill the obligations of the agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, Program Manager must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the agreement, Program Manager must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by Program Manager under this contract, whether complete or partially complete.

The Authority agrees to make just and equitable compensation to Program Manager for satisfactory work completed up through the date Program Manager receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Authority further agrees to hold Program Manager harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Authority determines Program Manager was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Authority issued the termination for the convenience of the Authority.

2. Termination by Program Manager: Program Manager may terminate this agreement in whole or in part, if the Authority:

- a. Defaults on its obligations under this agreement;
- b. Fails to make payment to Program Manager in accordance with the terms of this Agreement;
- c. Suspends the Project for more than 180 days due to reasons beyond the control of Program Manager.

Upon receipt of a notice of termination from Program Manager, the Authority agrees to cooperate with Program Manager for the purpose of terminating the agreement or portion thereof, by mutual consent. If the Authority and Program Manager cannot reach mutual agreement on the termination settlement, Program Manager may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this agreement based upon the Authority's breach of the contract.

In the event of termination due to Authority breach, Program Manager is entitled to invoice the Authority and to receive full payment for all services performed or furnished in accordance with this agreement and all justified reimbursable expenses incurred by Program Manager through the effective date of termination action. The Authority agrees to hold Program Manager harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

15. Trade Restriction Certification

A. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and

3. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

B. The Offeror must provide immediate written notice to the Owner if the Offeror learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Program Manager must require subcontractors provide immediate written notice to Program Manager if at any time it learns that its certification was erroneous by reason of changed circumstances.

C. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

3. who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

D. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Offeror may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

E. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Program Manager or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Authority cancellation of the contract or subcontract for default at no cost to the Authority or the FAA.

16. Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Authority and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



Procurement Department
2627 N. Hollywood Way
Burbank, CA 91505
P: 818-840-8840 E: purchasing@bur.org
Burbank-Glendale-Pasadena Airport Authority

TASK ORDER (TO)

To Firm: Jacobs Project Management Co.	
SA/P.O. No: A- 7110 CM	Account No.: 40701-9705
T.O. Order No: TO-1	Effective Date: 5/12/2022
T.O. Revision No:	Revision Date:
Originator: John T. Hatanaka	Phone No: (818) 729-2225

This Task Order (TO) is issued pursuant to the applicable Services Agreement (SA) between the Burbank-Glendale-Pasadena Airport Authority (Authority), owner/operator of Hollywood Burbank Airport and your Firm, pursuant to terms and conditions of the SA indicated, for the services described below.

Additional sheet(s) attached? ☒ Yes ☐ No

Please check if applicable: ☒ Statement of Work attached ☐ Specification attached ☐ Other attachment

DESCRIPTION / SERVICE CATEGORY:
Assumption of Program Management Services and Completion of Phase 1 Deliverables
Scope of Work and Price Breakdown attached.

Task Order Pricing Basis


Time & Materials, Fee Schedule/Rates:	<input checked="" type="checkbox"/>
Estimated not-to-exceed amount:	\$ 1,419,896
Estimated revision amount:	\$ 0
Total of previous revisions:	\$ 0
Current estimated not-to-exceed amount:	\$ 1,419,896


This Task Order is also a Notice to Proceed immediately with the services described, with final completion on 08/09/2022. **Time shall be of the essence in the performance of this Task Order.**

All services are subject to acceptance by the Authority. All required supporting documentation to be included with Invoice Applications for Payment including a copy of the fully executed Task Order.

Except as may be modified herein, all other contract terms and conditions are unchanged.

This Task Order is accepted and agreed by authorized representatives of the parties as indicated below:

Jacobs Project Management Co.
Company Name

Authorized Signature
Ronald C. Siecke, P.E.
Name
Principal In Charge
Title
May 4, 2022
Date

Burbank-Glendale-Pasadena Airport Authority
Company Name

Authorized Signature
John T. Hatanaka
Name
Sr. Deputy Executive Director
Title
May 9, 2022
Date

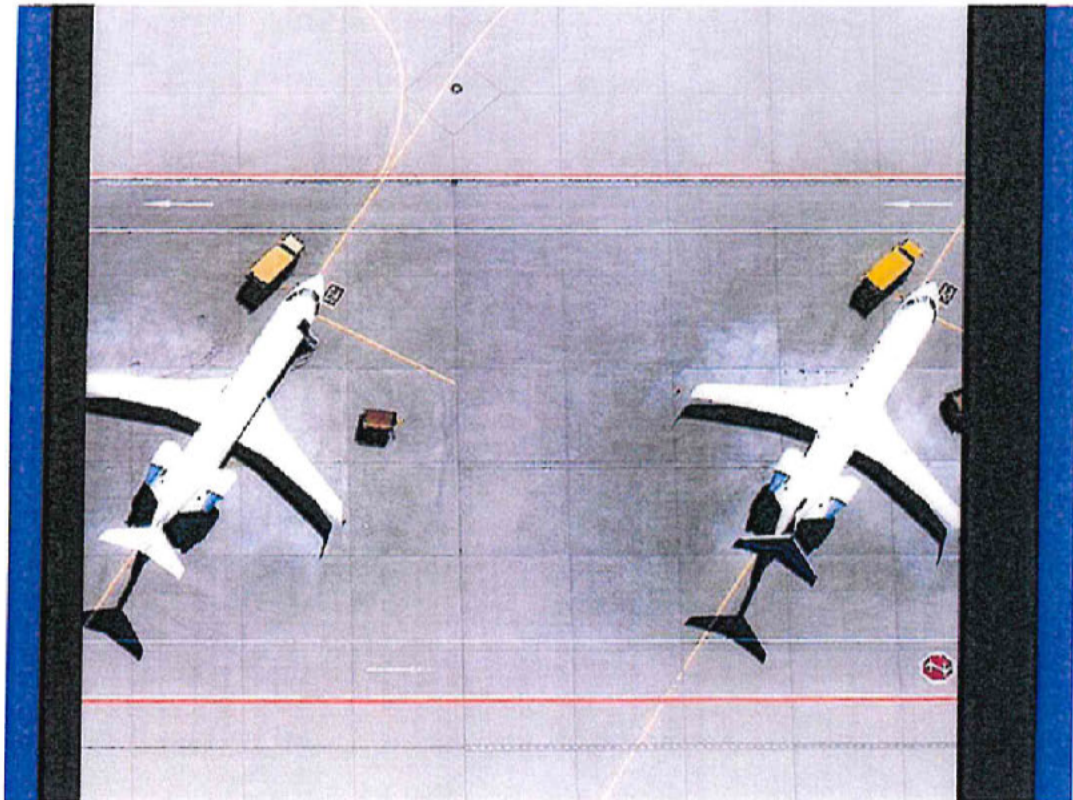


RPT Program – Assumption of Program Management Services and Completion of Phase 1 Deliverables

Document no: 20220421.BUR.PHS.001
Revision no: 00

Burbank-Glendale-Pasadena Airport Authority
Hollywood Burbank Airport

Elevate BUR | Replacement Passenger Terminal (RPT) Program
April 21, 2022





RPT Program – Assumption of Program Management Services and Completion of Phase 1 Deliverables

Client name: Burbank-Glendale-Pasadena Airport Authority
Project name: Elevate BUR | Replacement Passenger Terminal (RPT) Program
Client reference: Hollywood Burbank Airport **Project no:** BPO00GE8
Document no: 20220421.BUR.PHS.001 **Project manager:** Roger Johnson
Revision no: 00 **Prepared by:** Roger Johnson
Date: April 21, 2022 **File name:** 20220421.BUR.PHS.001

Document history and status

Revision	Date	Description	Author	Checked	Reviewed	Approved
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Distribution of copies

Revision	Issue approved	Date issued	Issued to	Comments
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Executive Summary

Jacobs appreciates the opportunity to provide our proposed scope of work to assist the Authority in keeping the RPT program on track. Our scope is based on our present understanding of the current status of the program. The following is intended to provide a short summary of Jacobs proposed scope for the initial 90 days following authorization. This plan will be revised as necessary as Jacobs gathers further information on the current program status following mobilization.

Background

Jacobs understands that the program is in the initial phase (Phase 1-Program Planning) of four planned performance phases. It is our understanding that while the program was initiated in November of 2019, there has been a substantial delay primarily as a result of the global Covid-19 pandemic. The program was officially restarted in August 2021. However, issues related to the restart outside of the control of the Authority have resulted in the Authority requesting Jacobs' availability to assist in restarting the project.

Proposed Scope

The following scope was developed with the goal of finalizing the Phase 1 deliverables with a clear focus on establishing the necessary governance, staffing and structure to provide a strong foundation for a successful program: while minimizing program schedule delays to the extent possible.

Based on the above understanding of the program's current status, Jacobs is proposing to address the Authority's request in two distinct phases:

1. We will mobilize an **Initial Response Team** immediately upon notice to proceed. The Initial Response Team will focus on,
 - Evaluation of the status and quality of current deliverables.
 - Completion of the Phase 1 Deliverables and,
 - Advancing the Progressive Design Build Procurement as quickly as possible.
2. We will mobilize a permanent **Program Management Team** to assume responsibility for the program through all four phases within 90 days of notice to proceed. The permanent program team members will be brought on board as they are available and will augment and/or replace certain members on the initial response team.

The following presents a brief summary of Jacobs proposed approach.

Initial Response Team

Jacobs proposes to mobilize an Initial Response Team to rapidly initiate the program restart while a permanent project team is identified and mobilized. This initial Response Team will be comprised of individuals experienced in all aspects of Program Management with the experiential diversity across all required disciplines necessary to collect data and develop solutions to rapidly restart and establish the RPT Program. These team members will address the technical, financial, governance and administrative issues related to the program restart.

Jacobs can mobilize this initial response team immediately upon receipt of notice to proceed from the Authority.

The initial response team will focus on:

1. Assessment of the current status of all Phase 1 deliverables.
2. Completing the Progressive Design Builder procurement documents.
 - a. Early focus on completion of the Request for Qualifications (RFQ) to expedite the procurement.
 - b. Completion of the Request for Proposals (RFP) including:
 - i. Completion of the Program Definition Manual
 - ii. Request for Proposals document inclusive of selection/evaluation criteria
 - iii. Project Requirements
 - iv. General Conditions
 - v. Contract (if required)
3. Completing the Program Governance documents to ensure the Authority's ability to monitor and control the program including.
 - a. Program Charter
 - b. Program Management Manual
 - c. Project Management Information System (PMIS), including cost, schedule, and document controls.
4. Evaluation and completion or update of the current cost model

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1. Assessment of Current Status of Phase 1 Deliverables

Jacobs understands that a significant amount of work related to the above discussion has already been completed. Jacobs scope is built around an initial evaluation of the existing work products with a focus on utilizing the existing deliverables to the extent possible. We will review existing tools, documentation, processes, draft documents, and recurring deliverables.

The assessment and evaluation of the current deliverables will be conducted simultaneously with the completion of the Program Governance and Procurement Documents activities. Jacobs will provide the Authority with an initial assessment of the condition of the work products previously prepared within the first 30-days following mobilization.

Along with this assessment, Jacobs will provide recommendations for changes and/or improvements if any, that may be required to complete the deliverables. At this time Jacobs will also provide a detailed schedule of completion for all of the phase 1 deliverables.

If Jacobs can receive copies of the current Phase 1 deliverables we are prepared to begin review of the documents immediately prior to mobilization. This will allow us to complete the initial document assessment earlier than planned.

2. Completing PDB Procurement Documents

2.1 Request for Qualifications (RFQ)

Jacobs understands that the PDB procurement process has been temporarily delayed until the Authority finalizes its program management strategy. We understand the importance of keeping the procurement on track, both from the perspective of maintaining interest among the perspective proposers as well as maintaining stakeholder confidence that the program is progressing as planned.

Jacobs is committed to finalizing the first step of the procurement process, the RFQ, within the first 30-days following mobilization. The RFQ will clearly identify the Authority's evaluation criteria for selection of a shortlist of submitters to receive the Request for Proposals, as well as the Authority's scoring of the Statements of Qualifications (SOQ) received.

In addition to the RFQ document, Jacobs recommends preparation of a detailed SOQ Evaluation Manual to be used by the evaluation committee to evaluate the submittals. The manual will clearly define the process to be followed by the evaluation committee when reviewing the SOQs.

Our experience has shown us that clearly defined guidance materials are helpful in ensuring the scoring panel understands the evaluation criteria and scoring guidelines. This helps to ensure accurate scoring and reduces potential protests.

2.2 Request for Proposals (RFP)

Concurrent with completion of the RFQ, Jacobs will also begin the finalization of the RFP documents. Our goal is to complete the RFP in sufficient time to allow the Authority to maintain its current goal of having the progressive design builder under contract before the end of the year.

As stated above, Jacobs understands that the RFP documents include the following:

- Completion of the Program Definition Manual
- Request for Proposals document inclusive of selection/evaluation criteria
- Project Requirements
- General Conditions
- Contract (if required)

Jacobs has an extensive library of progressive design build procurement documents and will be able to complete the Request for Proposals document, the Project Requirements, General Conditions, and Contract within the first 60-days following mobilization.

We may be able to complete the Program Definition Manual within the 60-day time frame and will either confirm or revise our estimated time to complete the document within the first 14 days following mobilization when we have a better understanding of the quality of the existing work product.

Jacobs initial response team includes a senior terminal planner/designer, landside engineer, and airside engineer who will begin an immediate assessment of the current Program Definition Manual. Our team also includes several individuals with significant understanding of the development agreement and its constraints to ensure the final document is compliant with the agreement.

3. Completing Program Governance Documents

Jacobs understands the importance of establishing effective program governance policies, processes, and procedures as a foundation for successful implementation of any program. These provide the Authority with the ability to effectively monitor and control the program through all four phases. Jacobs also understands that the primary Phase 1 deliverables related to program governance are the Program Charter and Program Management Manual.

3.1 Program Charter

Jacobs will review the existing program charter and provide comments back to the Authority within the first 30-days. The Jacobs team includes individuals with previous work experience with the Authority as well as with the Authority's major airline partners. We will be prepared on Day 1 to work with the Authority and stakeholders to finalize the Program Charter. We are confident a draft charter can be completed within the first 60-days following mobilization.

3.2 Program Management Manual

As the top ENR Program Management Firm Jacobs has a significant library of Governance Documents. Jacobs will begin by evaluating the current Program Management Manual against our existing library to identify potential holes or missing elements. Jacobs will review existing Authority governance requirements including existing Authority policies and procedures, as well as federal, state, and local regulations. We will provide the Authority with an initial analysis of the current document within the first 30-days following mobilization. We will include a proposed table of contents for the final manual as part of this analysis.

The Program Management Manual will serve as a tool for the Authority, its consulting teams, and the progressive design builder. It will provide each member of the RPT program team with uniform and standardized direction along with the information necessary to successfully administer the Program. Following the initial assessment, Jacobs will deliver a draft Program Management Manual within 90-days following mobilization.

3.3 Program Management Information System (PMIS)

Jacobs will conduct an initial analysis of the existing or proposed PMIS and provide comments back to the Authority within the first 30-days following mobilization. The PMIS will be used to provide the tools required to monitor, scope, schedule, budget, safety, and quality of the program. The PMIS Jacobs will work closely with the Authority to understand its specific data and information requirements. Our review, and subsequent development of the final PMIS will include:

- **Development of integrated program controls** combining cost, scheduling, estimating, risk, quality, safety, and document control, as well as reporting requirements into a collaborative environment that enables project team members to view information from multiple perspectives allowing early identification and mitigation of potential issues affecting project delivery.
- **Established checks and balances** to ensure that proper levels of controls are in place to track and forecast funding sources, budgets, cash flow, schedules, and changes.
- **Transparent, timely and reliable forecasting/reporting** that streamlines project delivery and supports timely decision making.

We understand that the Authority will be using a number of funding sources to support the program including various federal grants and other federally regulated sources. Jacobs will ensure our PMIS is robust enough to support the unique monitoring and reporting requirements associated with the various funding sources.

Jacobs will work closely with the Authority to finalize the PMIS and its monitoring and reporting requirements including key performance indicators (KPIs). We will provide our recommended PMIS to the Authority within 90-days of mobilization. Jacobs will confirm or update this commitment within 14-days of mobilization based on our initial review of the existing deliverable.

4. Evaluation and/or Completion of the Current Cost Model

Immediately upon mobilization Jacobs will conduct a review of the current cost model for the project. Jacobs will provide our analysis and recommendations for changes, if any to the existing model within 30-days of mobilization.

Based on the condition of the existing model, Jacobs believes it can have a final cost model presenting not only the projected costs of the program, inclusive of all soft costs, hard costs and contingencies, but also a detailed cash flow analysis based on the current implementation schedule completed within the initial 90-days following mobilization.

5. Team

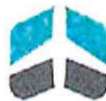
5.1 Program Management

Jacobs has committed Mr. Roger Johnson as the Program Manager for the Initial Response Team. Mr. Johnson will continue within this role on the Program until the progressive design builder has been selected. Mr. Johnson is available immediately. Mr. Johnson will remain on the program in an advisory role after the progressive design builder is under contract and the permanent Program Manager is on board.

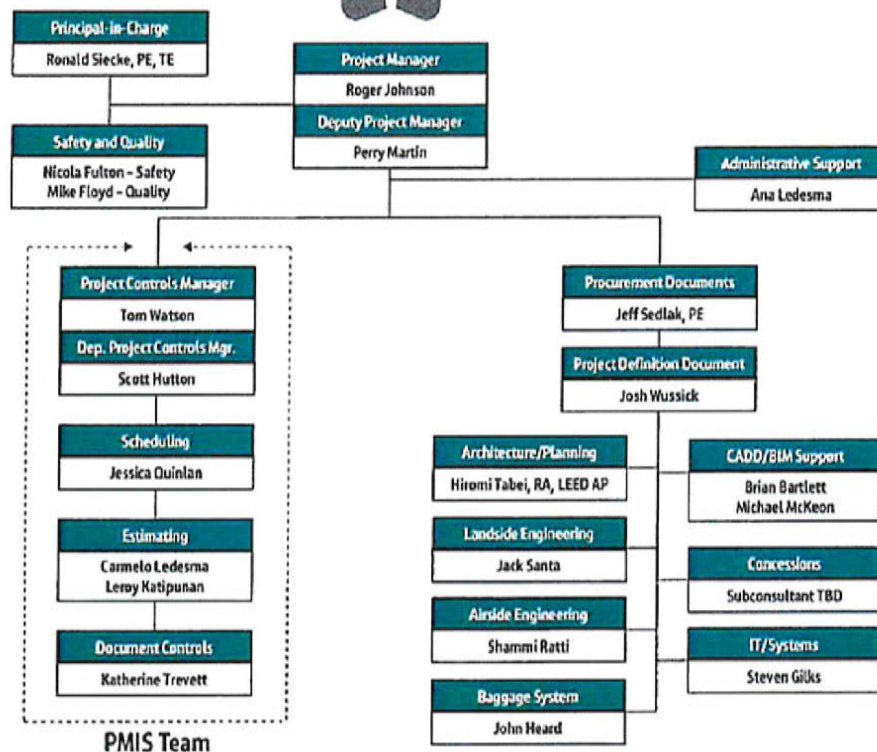
Mr. Ron Siecke will be Jacobs Principal in Charge. Mr. Siecke will be responsible for ensuring the availability and commitment of Jacobs' resources to this program.

The following Organization Chart provides our full team for the completion of Phase 1

Elevate BUR Program Management Phase 1 Organization



Jacobs



5.2 Existing Subcontractors

Jacobs understands that the current Program Management Team includes a number of local and disadvantage business enterprises. Jacobs will work closely with the Authority to identify existing team members with experience and/or expertise unique to the RPT program. Jacobs has existing relationships with many of these subcontractors and will work to retain as many of the existing subs as we can to capitalize on their institutional knowledge and maintain continuity.

6. Price Breakdown

6.1 Jacobs Labor

Name	Role	Rate	Hour	Extended
Roger Johnson	Program Manager, Sr.	\$391.71	488	\$191,152
Ronald Siecke	Project Management Principal	\$391.31	96	\$37,566
Jeffrey Sedlak (Jeff)	Procurement Strategy Manager, Sr.	\$319.96	390	\$124,784
Norman Petersen (Norm)	Construction Manager, Sr.	\$308.26	50	\$15,413
Michael Floyd	Planner, Sr. (Quality Review)	\$304.17	72	\$21,900
Perry Martin	Program Manager III	\$290.04	488	\$141,540
Shaminder Ratti (Shammi)	Design Manager, Sr.	\$268.03	120	\$32,163
Joshua Wussick	Project Manager, Sr.	\$255.28	390	\$99,561
Luis Garcia	Logistics Communications Manager, Sr.	\$245.46	50	\$12,273
Richard Santa Jr. (Jack)	Project Manager, Sr. (Landside)	\$228.08	120	\$27,369
Carmelo Ledesma	Estimator, Sr.	\$224.64	120	\$26,956
Thomas Watson	Project Controls, Sr.	\$218.30	250	\$54,575
Jessica Quinlan	Scheduler III	\$209.22	120	\$25,106
Scott Hutton	Project Controls, Sr.	\$206.37	250	\$51,592
Michael Mckee	BIM Administrator, Sr.	\$198.05	160	\$31,687
Steven Gilks	IT Specialist, Sr.	\$188.94	120	\$22,673
Nichola Fulton	Safety Manager	\$184.39	96	\$17,701
John Heard	Technical Specialist III (BHS)	\$161.73	120	\$19,407
Catherine Trevett	Document Control, Sr.	\$152.33	390	\$59,408
Leroy Katipunan	Estimator II	\$148.19	120	\$17,783
Brian Bartlett	CADD Drafter, Sr.	\$147.63	160	\$23,621
Hiromi Tabei	Architect III	\$128.88	390	\$50,264
Anna Ledesma	Administrative Assistant II	\$75.23	390	\$29,339
Jacobs Labor Subtotal			4,950	\$1,133,836
ODCs 12%				\$136,060.29
Subcontractors (Allowance)				\$150,000.00
Grand Total				\$1,419,896

6.2 Subconsultants

An allowance has been included in the not to exceed price in the amount of \$150,000.



9-19-2022 Commission Mtg.

Item No. 5.h.

Replacement Passenger Terminal Program Manager

Jacobs Project Management Company

Task Order Authorization

Procurement Department

2627 N. Hollywood Way

Burbank, CA 91505

P: 818-840-8840 E: purchasing@bur.org

Burbank-Glendale-Pasadena Airport Authority

TASK ORDER (TO)

To Firm: Jacobs Project Management Co.	
SA/P.O. No: A7110	Account No.: 40701-9705
T.O. Order No: TO-1	Effective Date: July 5, 2022
T.O. Revision No: 1	Revision Date: July 5, 2022
Originator: John T. Hatanaka	Phone No: 818-729-2225

This Task Order (TO) is issued pursuant to the applicable Services Agreement (SA) between the Burbank-Glendale-Pasadena Airport Authority (Authority), owner/operator of Hollywood Burbank Airport and your Firm, pursuant to terms and conditions of the SA indicated, for the services described below.

Additional sheet(s) attached? ☒ Yes ☐ No

Please check if applicable: ☒ Statement of Work attached ☐ Specification attached ☐ Other attachment

DESCRIPTION / SERVICE CATEGORY:
Task Order 1, Revision 1, included the development of a Concept of Operations (ConOps) Manual.
Extension of time through December 31, 2022 to complete ConOps Manual and deliverables under
Task Order 1. See Change Order 1.

Task Order Pricing Basis

Time & Materials, Fee Schedule/Rates:	<input checked="" type="checkbox"/>
Estimated not-to-exceed amount:	\$1,419,896.00
Estimated revision amount:	\$ 0
Total of previous revisions:	\$ 0
Current estimated not-to-exceed amount:	\$1,419,896.00

This Task Order is also a Notice to Proceed immediately with the services described, with final completion on 12/31/2022. **Time shall be of the essence in the performance of this Task Order.**

All services are subject to acceptance by the Authority. All required supporting documentation to be included with Invoice Applications for Payment including a copy of the fully executed Task Order.

Except as may be modified herein, all other contract terms and conditions are unchanged.

This Task Order is accepted and agreed by authorized representatives of the parties as indicated below:

JACOBS PROJECT MGMT. CO.
Company Name
[Signature]
Authorized Signature
RONALD C. SIECKE
Name
PRINCIPAL-IN-CHARGE
Title
AUGUST 30, 2022
Date

Burbank-Glendale-Pasadena Airport Authority
Company Name
[Signature]
Authorized Signature
John T. Hatanaka
Name
Sr. Deputy Executive Director
Title
AUGUST 30, 2022
Date



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F +1.949.224.7501
www.jacobs.com

July 5, 2022

Attn: Frank Miller
Executive Director
Burbank-Glendale-Pasadena Airport Authority
2627 N. Hollywood Way
Burbank, CA 91505

Project name: Replacement Passenger Terminal (RPT)
Project no: PO #A7110

Subject: Concept of Operations Manual Development

Dear Mr. Miller,

Jacobs is appreciative of you and your staff's time on Wednesday June 15, 2022, to discuss the benefits of developing a Concept of Operations (ConOps) Manual for the Replacement Passenger Terminal (RPT) prior to the design-builder initiating the design process. As we discussed, preparing the ConOps Manual provides several significant benefits. It provides an opportunity for Burbank and the Airlines to engage early in coming to consensus on how the RPT will be operated. Having this consensus will expedite the conceptual design phase of the project once the design-builder is under contract.

Jacobs has reviewed our Task Order 1 (TO-1) budget and is confident that we can complete the remainder of the deliverables under TO-1 and the ConOps Manual within our original budget. Our TO-1 budget assumed that Jacobs was going to have to start the process from scratch. Jacobs has been able to utilize more of the AECOM work product than our TO-1 budget was based on. This has left sufficient funds available to complete the ConOps Manual.

Jacobs is requesting an amendment to TO-1 per PSA, Section 2 – Services, Item E, to include the scope for the ConOps scope of services. Additionally, an extension of time through the end of 2022 to complete the ConOps Manual and the remaining deliverables under TO-1. Jacobs will be submitting a new Task Order 2 scope and cost estimate for additional Program Management services from August 9, 2022, through the end of 2022 later this month.

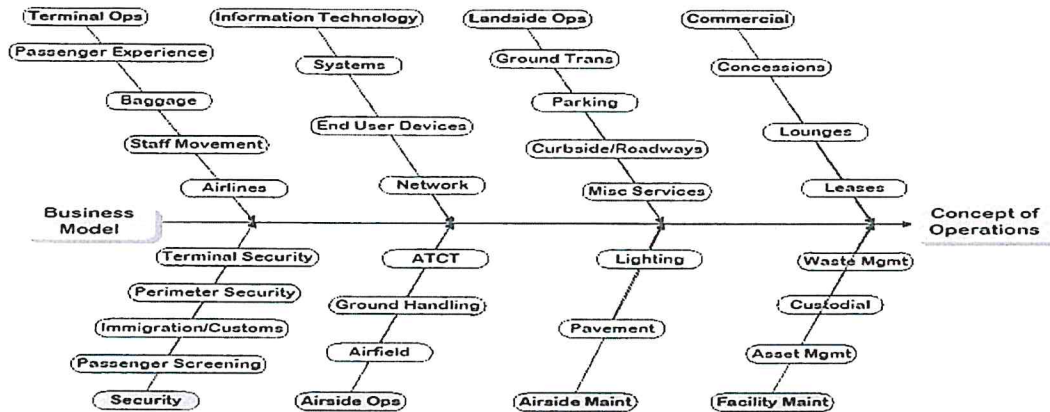
Please feel free to contact either myself or Roger Johnson with any questions.

Sincerely,

Perry L. Martin
Deputy Program Manager

Copies to: John Hatanaka
Roger Johnson
Jeff Sedlak
Ron Siecke
File

Figure 1



service to be offered will need to be identified and captured in the ConOps. All these points and more are the foundation for a ConOps and will be extracted during the initial meetings with airport leadership at the outset.

Figure 1 depicts the operational sections to be addressed in the ConOps that will be derived from the Airport's Business Model:

Strategy and Business Model Objectives and Overriding Business Principles

Strategy and Business Model Objectives along with overriding business principles will define the road-Map for operating the new Terminal. The ConOps will be a product of the business objectives of the Airport, some overriding business principles and external factors influencing the operation of the RPT. (see Figure 2).

- Manage complexity by using existing data to plan and to improve asset and resource utilization
- Consider the entire value chain
 - Focus will be on optimizing the Terminal system performance rather than individual processes
 - Consideration to be given to optimize operational efficiency and total cost of operating (TCO) of the business partners (airlines, concessionaires, ground handlers, etc.)
 - Responsibilities between stakeholders are clearly defined
 - Seek to improve operational efficiency by synchronizing performance throughout the travel experience by using latest knowhow and advanced technology, particularly in today's (and probably the future) environment of social distancing
- Improve processes using technology
 - Improve the passenger experience
 - Identify opportunities to improve and streamline the capture of operational and commercial data
 - Identify opportunities to reduce passenger touchpoints through the use of technology
- Implement new safety requirements in the most efficient way
 - Investigate opportunities for implementing automated solutions, keeping the cost base competitive
- Be customer focused
 - Gain an understanding of who the customers are – namely passengers, airlines, tenants, gov't agencies and concessionaires
 - Address existing and high probability of future customer and industry trends
 - Identify Key Performance Indicators (KPIs) for specific customer touchpoints

Elements of the ConOps

Given there are several policy level decisions that need to be made to complete a comprehensive Operational Concept document, there is still a broad list of activities and concepts that can and should be defined as soon as practical to capture them.

It is important for the Airport to have a clear vision of how it foresees the general principles for operating the new terminal. How the various Stakeholders should functionally operate within it and to ensure the design of the facilities incorporate specific features to allow for the intended operations to be carried out. The ConOps will define those principles which will be carried into the design criteria.

The following page is a list of areas to be incorporated in the ConOps for the RPT. The list may be expanded or contracted based on several factors, including the Terminal's project design scope, stakeholder input, operational roles, and functions.

ConOps – Replacement Passenger Terminal Considerations:

Airport Management

- Organization Structure
 - Administration
 - Operations
 - Finance
 - Commercial
 - Maintenance
 - Engineering

- Emergency Services
- Police/Security
- Fire Rescue
- Environmental
- Parking
- Traffic Control

Airport Tenants

Date: 5 July 2022

Subject: Concept of Operations Manual Development



- Storage
- Security
- Waste
- Retail
 - Pre-security
 - Post-security
 - Duty Free
 - Departures
 - Arrivals
 - Deliveries
 - Storage
 - Waste
- Duty Free (for Future Int'l Ops)
 - Gate Deliveries
 - Security
 - Waste
- Business Model
- Maintenance

Maintenance (Aircraft)

- Line Maintenance
 - Storage of equipment/supplies
 - Workshops
 - Types of Maintenance at gates

Ground Handling

- Aircraft Parking
- GSE Parking/Use/Movement
- RON Parking (Yes/No)
- MAG/MARs Gates
- Follow-Me Vehicles
- Front/Back of Stand Roads
- # of Operators
- GSE Parking
- GSE Storage
- ULD Storage
- Office/Breakrooms
- Movement of GSE
- Maintenance of GSE
- Washing of GSE
- Fuel (Aircraft)
 - Hydrant
 - Bowzer (Truck)
 - Emergency Shut off
- Aircraft Cleaning

- Aircraft Waste Disposal
- Catering
- Ramp Waste Handling

Security

- Perimeter
 - Fencing
 - Parabolic Sensors?
 - Gates
 - Staffing of
 - Access Control/CCTVs
- Security Badging
- CCTVs
 - Monitoring of...
 - Maintenance of...
- Passenger Screening
 - Screening Equipment
 - LAGs
 - Police Presence
 - Emergency Response
- Security Control Center
 - Response to Incidents
- Airport Security Plan
- Police Offices

Fire Service

- Medical responses
- Fire Alarm responses
- Mutual Aid responses to Terminal
- Emergencies

Government Agency - Requirements/ Restrictions of Facilities Use

- FIS Access (For consideration)
- Customs (For Consideration)
 - Baggage Processing
- Immigration (For Consideration)
 - Deportee Process
- TSA
- Airside Parking – Gov't vehicles

Public Parking

- Passenger
 - Short/Long Term
- Staff Vehicles
- Personal & Company vehicles

Date: 5 July 2022

Subject: Concept of Operations Manual Development



- Details of the concession management approach to be implemented by the Airport and any existing Agreement(s).
- Existing terms for third-party services related to concessions, which may include grease interceptor and exhaust fan cleaning, common-area maintenance services, and pest control services.

Engagement will take place with the stakeholders to gain more specific information regarding their thoughts, requirements and concerns tied to the operation of the RPT "Peeling back the onion" if you will by presenting questions regarding operational functions and the activities and the business models.

The ConOps Team will have an initial meeting with the airport staff and stakeholders to explain the purpose of a ConOps, provide requests for stakeholder data and discuss the need for the ConOps SMEs to meet with them individually.

Following the initial meetings, the Jacobs team will collect and conduct an initial analysis of the data obtained. This information will support the question-and-answer meetings the team will have with the Airport staff, followed by meetings/calls with the individual stakeholder groups.

Throughout the period of development of the ConOps, the Jacobs Team will refer back to the BUR Airport operator and various stakeholders for additional information or clarification on aspects of their respective operations.

A draft ConOps document will be developed and provided to the Jacobs Project Manager for review, followed by submittal to the BUR Airport Operator for review/comment. A second draft/final ConOps document will be submitted to the Jacobs Project Manager for review prior to being submitted to the Airport Operator.

Task Order 01, Amendment #1

Date:	July 5, 2022	Jacobs Project Management Co.
Attention:	John Hatanaka	2600 Michelson Drive
Company:	Hollywood Burbank Airport	Suite 500
Prepared by:	Perry Martin	Irvine, CA 92612
Project name:	Burbank Replacement Passenger Terminal	United States
Project no:	W9Y35901	T +1.949.224.7500
No of pages:	11	F +1.949.224.7501
Copies to:	Roger Johnson, Jeff Sedlak	www.Jacobs.com

John,

Attached, please find amendment request #1 to Task Order 01.

Please let me know if you have any questions.

Perry

754-215-1770

*Enclosures/Attachments**Action requested*

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> Letter | <input type="checkbox"/> Sketch | <input type="checkbox"/> Resubmit | <input type="checkbox"/> Please comment |
| <input type="checkbox"/> Contract documents | <input type="checkbox"/> Modification drawings | <input type="checkbox"/> For your review | <input checked="" type="checkbox"/> For your approval |
| <input type="checkbox"/> Print | <input type="checkbox"/> Clarification drawings | <input type="checkbox"/> Information only | <input type="checkbox"/> Reply ASAP |
| <input type="checkbox"/> Sample | <input type="checkbox"/> Shop drawings | <input type="checkbox"/> Your information and file | <input type="checkbox"/> For your signature |
| <input checked="" type="checkbox"/> Proposal | <input type="checkbox"/> Other: Click here to enter text. | <input type="checkbox"/> Other: Click here to enter text. | <input type="checkbox"/> |

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Procurement Department
2627 N. Hollywood Way
Burbank, CA 91505
P: 818-840-8840 E: purchasing@bur.org
Burbank-Glendale-Pasadena Airport Authority

TASK ORDER (TO)

To Firm: Jacobs Project Management Co.	
SA/P.O. No: A- <u>7110</u> <u>CM</u>	Account No.: 40701-9705
T.O. Order No: TO-1	Effective Date: 5/12/2022
T.O. Revision No:	Revision Date:
Originator: John T. Hatanaka	Phone No: (818) 729-2225

This Task Order (TO) is issued pursuant to the applicable Services Agreement (SA) between the Burbank-Glendale-Pasadena Airport Authority (Authority), owner/operator of Hollywood Burbank Airport and your Firm, pursuant to terms and conditions of the SA indicated, for the services described below.

Additional sheet(s) attached? ☒ Yes ☐ No

Please check if applicable: ☒ Statement of Work attached ☐ Specification attached ☐ Other attachment

DESCRIPTION / SERVICE CATEGORY:
Assumption of Program Management Services and Completion of Phase 1 Deliverables
Scope of Work and Price Breakdown attached.

Task Order Pricing Basis

Time & Materials, Fee Schedule/Rates:	<input checked="" type="checkbox"/>
Estimated not-to-exceed amount:	\$ <u>1,419,995</u>
Estimated revision amount:	\$ <u>0</u>
Total of previous revisions:	\$ <u>0</u>
Current estimated not-to-exceed amount:	\$ <u>\$1,419,995</u>

This Task Order is also a Notice to Proceed immediately with the services described, with final completion on 08/09/2022. Time shall be of the essence in the performance of this Task Order.

All services are subject to acceptance by the Authority. All required supporting documentation to be included with Invoice Applications for Payment including a copy of the fully executed Task Order.

Except as may be modified herein, all other contract terms and conditions are unchanged.

This Task Order is accepted and agreed by authorized representatives of the parties as indicated below:

Jacobs Project Management Co.

Company Name
Ronald C. Siecke

Authorized Signature
Ronald C. Siecke, P.E.

Name
Principal In Charge

Title
May 4, 2022

Date

Burbank-Glendale-Pasadena Airport Authority

Company Name
John T. Hatanaka

Authorized Signature
John T. Hatanaka

Name
Sr. Deputy Executive Director

Title
May 9, 2022

Date

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
ORDER OF THE HEALTH OFFICER**



RESPONDING TOGETHER AT WORK AND IN THE COMMUNITY
POST WINTER SURGE COMMUNITY MONITORING AND CONTINUED RESPONSE MEASURES

Issue Date: Thursday, April 21, 2022
Effective at 12:01am on Friday, April 22, 2022

Brief Highlights (Changes highlighted in yellow):

4/21/2022:

- Revised to continue to require masks in all public transit within the County, such as, commuter trains, subways, buses, taxis and ride-shares, and indoor transportation hubs, such as, airport terminals, bus, train and subway stations, marina or port stations. It remains the CDC's continuing assessment that at this time an order requiring masking for indoor public transit is necessary for public health. This masking requirement will be reassessed when: community transmission of COVID-19 in Los Angeles County drops to the Moderate Level OR the CDC's assessment is that an order requiring masking in the transportation corridor is no longer necessary for protection of the public's health OR within 30 days of this Order, whichever occurs first.
- Noted updates to Appendix K: Reopening Protocol for Day Camps and Appendix K-1: Reopening Protocol for Overnight Organized/ Children's Camps.

Please read this Order carefully.

SUMMARY OF THE ORDER:

The County of Los Angeles is currently experiencing increases in COVID-19 cases and test positivity rates, and related hospitalizations are no longer in decline. The percentage of cases caused by the more easily transmitted BA.2 subvariant, which can cause mild or asymptomatic illness in vaccinated people if they get infected, raises concern for lifting additional required community-level infection control strategies. This Order continues to focus the public health response to COVID-19 in Los Angeles County to protect the most vulnerable among us at higher risk settings, safeguard the functioning of the hospital and health care system, prevent unconstrained illness and spread of COVID-19, and prepare for future challenges presented by the evolving conditions of SARS-CoV-2 virus. This Order utilizes both the February 25, 2022 Centers for Disease Control and Prevention's (CDC) [COVID-19 Community Level](#) metrics and prevention strategies and the State of California's [SMARTER Plan](#) to guide the realignment of the County's public health mitigation response with a consideration of the current status of COVID-19 in the County.

This Order continues to place certain safety requirements on individuals at higher-risk settings consistent with federal and state recommendations. Further, this Order incorporates by reference the July 26, 2021, and December 22, 2021 Orders of the State Public Health Officer, which require specific transmission prevention measures to be taken by Acute Health Care and Long-Term Care settings, High-Risk Congregate settings, and Other Health Care settings. This Order also supports the CDC's assessment that at this time requiring masking in the

transportation corridor remains necessary for protecting the public health. Importantly, the State Orders recognize that local government entities, businesses, and venues may choose to continue requiring more protective infection control precautions for their customers, visitors and workers.

Masking will continue to be strongly recommended, but no longer be required, in most indoor settings and in K-12 Schools or childcare facilities. Masking will continue to be required for all persons, regardless of vaccination status, in higher transmission risk settings within the County, like on public transit and in transportation hubs, all health care settings, correctional facilities and detention centers, emergency shelters, cooling and heating centers, homeless shelters, and long-term care settings and adult and senior care centers.

As per the CDC, "Masks help prevent people who have COVID-19, including those who are pre-symptomatic or asymptomatic, from spreading the virus to others.¹ Masks are primarily intended to reduce the emission of virus-laden droplets, i.e., they act as source control by blocking exhaled virus.² This is especially relevant for asymptomatic or pre-symptomatic infected wearers who feel well and may be unaware of their infectiousness to others, and who are estimated to account for more than 50% of transmissions.^{3,4} Masks also provide personal protection to the wearer by reducing inhalation of these droplets, i.e., they reduce wearers' exposure through filtration.⁵ The community benefit of wearing masks for SARS-CoV-2 control is due to the combination of these effects; individual prevention benefit increases with increasing numbers of people using masks consistently and correctly.

Appropriately worn masks reduce the spread of COVID-19—particularly given the evidence of pre-symptomatic and asymptomatic transmission of COVID-19. Seven studies have confirmed the benefit of universal masking in community level analyses: in a unified hospital system,⁶ a

¹ Centers for Disease Control and Prevention. Science Brief: Community Use of Masks to Control the Spread of SARS-CoV-2. (December 6, 2021). Retrieved from <https://www.cdc.gov/coronavirus/2019-ncov/more/masking-science-sars-cov2.html>

² Leung NHL, Chu DKW, Shiu EYC, et al. Respiratory virus shedding in exhaled breath and efficacy of face masks. *Nature Medicine*. 2020;26(5):676-680. <https://dx.doi.org/10.1038/s41591-020-0843-2>

³ Moghadas SM, Fitzpatrick MC, Sah P, et al. The implications of silent transmission for the control of COVID-19 outbreaks. *Proc Natl Acad Sci U S A*. 2020;117(30):17513-17515. [10.1073/pnas.2008373117](https://doi.org/10.1073/pnas.2008373117). <https://www.ncbi.nlm.nih.gov/pubmed/32632012>

⁴ Johansson MA, Quandelacy TM, Kada S, et al. SARS-CoV-2 Transmission From People Without COVID-19 Symptoms. *JAMA Netw Open*. 2021 Jan 4;4(1):e2035057. doi: [10.1001/jamanetworkopen.2020.35057](https://doi.org/10.1001/jamanetworkopen.2020.35057).

⁵ Ueki H, Furusawa Y, Iwatsuki-Horimoto K, et al. Effectiveness of Face Masks in Preventing Airborne Transmission of SARS-CoV-2. *mSphere*. 2020;5(5). [10.1128/mSphere.00637-20](https://doi.org/10.1128/mSphere.00637-20). <https://www.ncbi.nlm.nih.gov/pubmed/33087517>

⁶ Wang X, Ferro EG, Zhou G, Hashimoto D, Bhatt DL. Association Between Universal Masking in a Health Care System and SARS-CoV-2 Positivity Among Health Care Workers. *JAMA*. 2020. [10.1001/jama.2020.12897](https://doi.org/10.1001/jama.2020.12897). <https://www.ncbi.nlm.nih.gov/pubmed/32663246>

German city,⁷ a U.S. State,⁸ a panel of 15 U.S. States and Washington, D.C.,^{9,10} as well as both Canada¹¹ and the United States¹² nationally. Each analysis demonstrated that, following directives from organizational and political leadership for universal masking, new infections fell significantly."

Traveling on public conveyances increases a person's risk of getting and spreading COVID-19 by bringing persons in close contact with others, often for prolonged periods, and often in crowded settings.

Masks are most likely to reduce the spread of COVID-19 when they are widely used by people in public settings. Masks, especially those that offer the best fit and filtration (e.g., N95s, KN95s, KF94s), are highly recommended, and remain a critical component of our multi-layered approach for protection against COVID-19 infection. A series of cross-sectional surveys in the U.S. suggested that a 10% increase in self-reported mask wearing tripled the likelihood of slowing community transmission. CDPH recently published case-control study conducted in California from February 18 to December 1, 2021, which demonstrated that consistently wearing a face mask or respirator in indoor public settings reduces the risk of acquiring SARS-CoV-2 infection. Masks also remain a critical component for protecting those that are most vulnerable in our communities, people who are not vaccinated or not yet vaccine-eligible, people with compromised immune systems, or those at risk for severe disease and illness. Maintaining masking requirements in specified high-risk settings, when in transportation hubs, and when traveling on public conveyances, is consistent with CDC recommendations.

As of April 17, 2022, the [CDC's Community Level Metrics](#), which measure the impact of COVID-19 illness on health and health care systems, indicate that the County has a 7-day average case rate of 82.5 new cases per 100,000 in population, a 7-day cumulative rate of 1.9 new admissions

⁷ Mitze T., Kosfeld R., Rode J., Wälde K. *Face Masks Considerably Reduce COVID-19 Cases in Germany: A Synthetic*

Control Method Approach. IZA – Institute of Labor Economics (Germany);2020.ISSN: 2365-9793, DP No. 13319. <http://ftp.iza.org/dp13319.pdf>

⁸ Gallaway MS, Rigler J, Robinson S, et al. Trends in COVID-19 Incidence After Implementation of Mitigation Measures – Arizona, January 22–August 7, 2020. *MMWR Morb Mortal Wkly Rep*. 2020;69(40):1460–1463.10.15585/mmwr.mm6940e3. <https://www.ncbi.nlm.nih.gov/pubmed/33031366>

⁹ Lyu W, Wehby GL. Community Use Of Face Masks And COVID-19: Evidence From A Natural Experiment Of State Mandates In The US. *Health Aff (Millwood)*. 2020;39(8):1419–1425.10.1377/hlthaff.2020.00818. <https://www.ncbi.nlm.nih.gov/pubmed/32543923>

¹⁰ Hatzius J, Struyven D, Rosenberg I. Face Masks and GDP. *Goldman Sachs Research* <https://www.goldmansachs.com/insights/pages/face-masks-and-gdp.html>. Accessed January 20, 2021.

¹¹ Karaivanov A., Lu S.E., Shigeoka H., Chen C., Pamplona S. *Face Masks, Public Policies and Slowing the Spread of Covid-19: Evidence from Canada* National Bureau of Economic Research 2020.Working Paper 27891. <http://www.nber.org/papers/w27891>

¹² Chernozhukov V, Kasahara H, Schrimpf P. Causal Impact of Masks, Policies, Behavior on Early Covid-19 Pandemic in the U.S. *J Econom*. 2021 Jan;220(1):23–62. doi: 10.1016/j.jeconom.2020.09.003. Epub 2020 Oct 17.

24 Hatzius J, Struyven D, Rosenberg I. Face Masks and GDP. *Goldman Sachs Research* <https://www.goldmansachs.com/insights/pages/face-masks-and-gdp.html>. Accessed January 20, 2021.

of confirmed COVID-19 per 100,000 population, and a 7-day average of 1.4% of its staffed inpatient beds in use by patients with confirmed COVID-19. These metrics demonstrate that the COVID-19 burden on the County's health care system is currently at a Low level. However, federal CDC indicators and thresholds measuring community transmission of COVID-19 within the County of Los Angeles are increasing and continue to be at a Substantial level. As recognized by the State Public Health Officer, the continuance of certain community level mitigation measures, especially in high transmission risk settings, is appropriate.

Importantly, in public transit and transportation hub settings, masking continues to be vitally important to protecting public health, especially those that are most vulnerable and workers who frequently come into close contact with other people (e.g., on public transit and at transportation hubs) in our communities, including people who are unvaccinated, immunocompromised, or at greater risk for severe disease and illness, and those communities disproportionately impacted by COVID-19. Such settings are often crowded with limited and inadequate ventilation. When people wear a well-fitting mask or respirator over their nose and mouth in indoor travel or public transportation settings, they protect themselves and those around them and help keep travel and public transportation safer for everyone.

Even though more people in Los Angeles County and the region are vaccinated against the virus that causes COVID-19, there remains a risk that when outside of their residence people may come into contact with others who may have COVID-19. There are millions of people in Los Angeles County who are not yet vaccinated against COVID-19, including children under 5 years of age who are not currently eligible to be vaccinated, and people who are immunocompromised and may be particularly vulnerable to infection and disease. Most COVID-19 infections are spread by people who have no or mild symptoms of infection. The Omicron variant, currently the predominant strain in Los Angeles County, spreads more easily than the original virus that causes COVID-19. The proportion of cases caused by the BA.2 subvariant continued to increase and has now replaced BA.1.1 as the predominant subvariant, accounting for 67% of sequenced specimens for the week ending March 26, 2022. The BA.2 subvariant is highly transmissible and has become the dominant variant in many countries. Further, the XE subvariant, a combination of the BA.1 and BA.2 subvariants, has been circulating at low levels in the United Kingdom and several other countries. As of April 14, 2022, two cases of the XE subvariant have been identified in California, neither of which was detected in LA County. In the absence of masking while in indoor settings, unvaccinated and partially vaccinated persons are more likely to get infected and spread the virus and any subvariants, which are transmitted through the air and concentrate in indoor settings.

Current vaccines lower the risk of infection and, if infected, help protect against severe illness, hospitalizations, and deaths due to infection with the Omicron variant. However, breakthrough infections in people who are vaccinated can occur, but at a significantly lower rate than those among persons who are not fully vaccinated.¹³ People who are up to date (up to date means

¹³ People are considered "fully vaccinated" against COVID-19 two weeks or more after they have received the second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), a single-dose of Johnson

fully vaccinated and received a booster dose or fully vaccinated but not yet booster-eligible) with their COVID-19 vaccines and get COVID-19 are less likely to develop severe illness, be hospitalized, or die than those who are unvaccinated and get COVID-19. Although no vaccine is 100 percent effective at preventing illness in vaccinated people, the currently authorized COVID-19 vaccines, including the primary series, booster shots and additional doses for those who need them, remain the best form of protection against COVID-19 infection, hospitalization, and death. For the week ending April 1, County residents ages 5 and older who were vaccinated were about 2 times less likely to be infected with COVID-19 than unvaccinated people. This suggests that even with the more transmissible BA.2 subvariant spreading in LA County, vaccines continue providing some protection against infection. During this same time period, fully vaccinated LA County residents were 4 times less likely to be hospitalized with COVID-19 than unvaccinated individuals. When comparing fully vaccinated individuals with unvaccinated individuals, during the week ending March 25, fully vaccinated people were 11 times less likely to die from COVID-19. Vaccinations are widely available to those 5 years and older. Booster doses are available for everyone 12 years and older. A second booster at least 4 months after the first booster dose was recently approved for some people at greater risk of COVID-19 infection (i.e., immunocompromised persons, adults age 50 and older, and people age 18-49 who got the J&J vaccine for both their primary and booster doses).

Additionally, according to the CDC "...getting a COVID-19 vaccination is a safer and more dependable way to build immunity to COVID-19 than getting sick with COVID-19. COVID-19 vaccination causes a more predictable immune response than infection with the virus that causes COVID-19." Conversely, the level of protection people get from COVID-19 infection alone may vary widely depending on how mild or severe their illness was, the time since their infection, which variant they were infected with, and their age. A recent study showed that, for people who already had COVID-19, those who do not get vaccinated after their recovery are more than 2 times as likely to get COVID-19 again than those who get fully vaccinated after their recovery. Further, getting a COVID-19 vaccine after recovering from COVID-19 infection provides added protection against COVID-19. People who already had COVID-19 and do not get vaccinated after their recovery are more likely to get COVID-19 again than those who get vaccinated after their recovery.

Based on this current science, the best way to reduce the current level of community transmission, reduce the likelihood of new variants emerging, prevent future surges, and avoid overwhelming the health care delivery system is for everyone who is eligible, including those who have recovered from a COVID-19 infection, to get fully vaccinated and be up to date on their vaccines as soon as possible. People at risk for severe illness from COVID-19 (more likely to be hospitalized, need intensive care, require a ventilator to help them breathe, or die), such as unvaccinated older adults, people from racial and ethnic minority groups, and individuals with

and Johnson [J&J]/Janssen COVID-19 vaccine, or finished the series of a COVID-19 vaccine that has been [listed for emergency use](#) by the World Health Organization.

[underlying medical conditions associated with higher risk for severe COVID-19](#),¹⁴ and members of their households, are strongly urged to get vaccinated against COVID-19 as soon as they can if they have not already done so. And all persons who are fully vaccinated should also receive booster dose(s) of the COVID-19 vaccine as soon as they are eligible since studies show the protection from the primary COVID-19 vaccination decreases over time. With an increased immune response, people should have improved protection against getting infected with and seriously ill from COVID-19, including the variants. Those who are not fully vaccinated are urged to adhere to both the required and recommended risk reduction measures.

We must remain vigilant against variants of the virus that causes COVID-19, especially given the continuing levels of transmission here and in other parts of the country and world. It is, therefore, prudent to strongly recommend continued indoor masking for all, regardless of vaccination status, as an effective public health measure to reduce transmission between people until we reach lower rates of community transmission. We believe that if people who live and work in Los Angeles County continue taking common sense measures to prevent the spread of COVID-19, we will see declines in case, test positivity rates, and hospitalizations.

This Order's primary intent is now to reduce the transmission risk of COVID-19 in the County for those in higher transmission risk settings, especially those who are not fully vaccinated and fully vaccinated but immunocompromised persons. Everyone should recognize that post-surge does not mean that the pandemic is over or that there will not be additional unpredictable waves of surges that will require monitoring and may require implementing different strategies to meet changing mitigation needs. The County will need to be ready to meet those challenges should they arise. You can find more detailed information regarding the metrics used to assess the risk posed by COVID-19 and assign appropriate prevention measures, in the [Los Angeles County Post Surge Response Plan](#).

This Order will be revised in the future, if needed, to reflect the State Executive Orders, California Division of Occupational Safety and Health's (better known as Cal/OSHA) worksite requirements, State Public Health Officer Orders and guidance, and CDC recommendations. Should local COVID-19 conditions warrant, the County Health Officer may, after consultation

¹⁴ Based on the current evidence, a person with one or more of the medical conditions listed below is more likely to get very sick (more likely to be hospitalized, need intensive care, require a ventilator to help them breathe, or die) from COVID-19. The underlying medical conditions associated with high risk severe COVID-19 include: Cancer, Cerebrovascular disease, Chronic kidney disease, Chronic lung diseases (Interstitial lung disease, Pulmonary embolism, Pulmonary hypertension, Bronchiectasis, COPD (chronic obstructive pulmonary disease)), Chronic liver diseases (Cirrhosis, Non-alcoholic fatty liver disease, Alcoholic liver disease, Autoimmune hepatitis), Cystic fibrosis, Diabetes mellitus, type 1 and type 2, Disabilities (Attention-Deficit/Hyperactivity Disorder (ADHD), Cerebral Palsy, Congenital Malformations (Birth Defects), Limitations with self-care or activities of daily living, Intellectual and Developmental Disabilities, Learning Disabilities, Spinal Cord Injuries), Heart conditions (such as heart failure, coronary artery disease, or cardiomyopathies), HIV (human immunodeficiency virus), Mental health disorders (Mood disorders, including depression, Schizophrenia spectrum disorders), Neurologic conditions limited to dementia, Obesity (BMI ≥ 30 kg/m²), Primary Immunodeficiencies, Pregnancy and recent pregnancy, Physical inactivity, Smoking (current and former), Solid organ or hematopoietic cell transplantation, Tuberculosis, and Use of corticosteroids or other immunosuppressive medications.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
ORDER OF THE HEALTH OFFICER



with the Board of Supervisors, issue Orders that are more protective than those of the State Public Health Officer.

This Order is effective within the County of Los Angeles Public Health Jurisdiction, defined as all cities and unincorporated areas within the County of Los Angeles, except for the cities of Long Beach and Pasadena that must follow their respective City Health Officer orders and guidance. This Order is effective at 12:01 am on **Friday, April 22, 2022**.

**UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND
SAFETY CODE SECTIONS 101040, 101085, AND 120175,
THE COUNTY OF LOS ANGELES HEALTH OFFICER ORDERS:**

- 1) This Order supersedes the Health Officer's Prior Order.
- 2) This Order's intent is to continue to protect the most vulnerable, including those at risk of experiencing elevated rates of illness, **hospitalization**, and death, from COVID-19, including those in higher transmission risk settings, safeguard the functioning of hospitals and the health care system, prevent unconstrained spread and significant illness, and continue increasing COVID-19 vaccination and booster dose rates to reduce transmission of COVID-19 long-term, so that the whole community is safer, and the COVID-19 health emergency can come to an end. Failure to comply with any of the Order's provisions constitutes an imminent threat and menace to public health, and a public nuisance, and is punishable by citation or fine.
 - a) This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction. The Order is consistent with existing authority that local health jurisdictions may implement or continue more **protective** public health measures if the jurisdiction's Local Health Officer determines that health conditions in that jurisdiction warrant such measures. Where a conflict exists between this Order and any State Public Health Officer Order related to controlling the spread of COVID-19 during this pandemic, the most restrictive provision controls, unless the County of Los Angeles is subject to a court order requiring it to act on, or enjoining it from enforcing, any part of this Order.
- 3) All persons living and working within the County of Los Angeles Public Health Jurisdiction should continue to always practice required and recommended COVID-19 infection control measures and when among other persons in community, work, social or school settings, especially when multiple unvaccinated persons from different households may be present and in close contact with each other, and especially when in indoor or crowded outdoor settings.

All persons in the general public diagnosed with COVID-19 must review and comply with the requirements for isolation provided in the Health Officer Public Health Emergency [Isolation Order](#). And those who were exposed to someone who tested positive for COVID-19 while the positive person was infectious must review and comply with the quarantine requirements

provided in the Health Officer Public Health Emergency [Quarantine Order](#). Separate isolation and quarantine requirements are outlined in the [Coronavirus Disease 2019: Infection Prevention Guidance for Healthcare Personnel](#) and in [Appendix T1: Reopening Protocols for K-12 Schools for students in K-12 School Settings](#).

4) **Face Masks.** All individuals, businesses and employers must follow the requirements of this Order.

- a) This Order and the State Public Health Officer strongly recommend that all persons, regardless of vaccination status, continue to wear face masks indoors to prevent transmission to:
- i) Persons with a higher risk of infection (e.g., unvaccinated or immunocompromised persons),
 - ii) Persons with prolonged, cumulative exposures (e.g., workers), or
 - iii) Persons whose vaccination status is unknown.

When people wear a well-fitting mask with good filtration correctly, they protect others as well as themselves. Consistent and correct mask use (covering nose and mouth) is especially important indoors when in close contact with (less than six feet from) others who are not fully vaccinated against COVID-19 or whose vaccination status is unknown.

b) Masks are required to be worn by everyone, 2 years of age and older, regardless of COVID-19 vaccination status, in the following settings **within the County**:

- i) On public transit (examples: **commuter** trains, subways, buses, taxis, and ride-shares),
- ii) **Indoor transportation hubs** (examples: airport **and** bus terminals, marina, train **and subway** stations, seaport or other ports, or any other area that provides transportation);

Please note, masking while on public transit and indoors at transportation hubs is needed to continue to protect both our most vulnerable residents, workers who frequently come into close contact with other people (e.g., on public transit and at transportation hubs), and those communities disproportionately impacted by COVID-19. Such settings are often crowded with limited and inadequate ventilation. This masking requirement will be reassessed when either: community transmission of COVID-19 in Los Angeles County drops to the Moderate Level OR the CDC's assessment is that an order requiring masking in the transportation corridor is no longer necessary for protection of the public's health OR within 30 days of this Order, whichever occurs first.

- iii) Indoors in K-12 schools and childcare facilities through March 11, 2022 (See, Appendix T1 for K-12 School masking requirements). Beginning March 12, 2022, the universal masking requirement for K-12 Schools and Childcare settings will terminate. Both the County and State Public Health Officers strongly recommend that individuals in these settings continue to mask in indoor settings when the universal masking requirement lifts.

- iv) Healthcare settings (including long term care facilities and adult and senior care facilities). This requirement applies to all health care settings, including those that are not covered by the [State Health Officer Order issued on July 26, 2021](#).
 - v) State and local correctional facilities and detention centers, and
 - vi) Homeless shelters, emergency shelters, and cooling and heating centers.
- c) Masks are strongly recommended for all persons, regardless of vaccine status, in other indoor public settings and businesses (examples: retail, restaurants, theaters, family entertainment centers, cardrooms, meetings, state and local government offices serving the public). Well-fitting and better filtering masks (e.g., double masks, high filtration cloth masks, medical masks) and respirators (e.g., N95s, KN95s, KF94s) are highly recommended. In settings where masks are strongly recommended, local government entities, businesses, venue operators or hosts should, as a strategy to reduce the risk of transmission at their site(s), consider:
- i) Providing information to all patrons, guests and attendees regarding mask recommendations or their masking requirements for all persons regardless of vaccine status.
 - ii) Providing information to all patrons, guests and attendees to consider [better fit and filtration](#) for their masks. Medical masks or higher-level respirators (e.g., N95s, KN95s, KF94s) with a good fit are recommended over cloth masks.
 - iii) Requiring all patrons, workers, or both to wear masks, especially when risk in the community may be substantial or high, or if those being served are at high-risk for severe disease or illness.
- d) Special considerations are made for people with communication difficulties or certain disabilities. Clear masks or cloth masks with a clear plastic panel that fit well are an [alternative type of mask](#) for people who interact with people who are deaf or hard of hearing, children or students learning to read, people learning a new language, and people with disabilities.
- e) All local government entities, businesses, venue operators or hosts should implement measures, including posting conspicuous signage, to clearly communicate the masking requirements to all persons on their premises.
- f) No person can be prevented from wearing a mask as a condition of participation in an activity or entry into a business.
- g) In workplaces, most employers and businesses are subject to the Cal/OSHA COVID-19 [Emergency Temporary Standards \(ETS\)](#) and some to the [Cal/OSHA Aerosol Transmissible Diseases Standards](#), and should consult those regulations for additional applicable requirements. The ETS allow local health jurisdictions to require more protective mandates.
- i) In workplace establishments and settings with active outbreaks, the site is required to cooperate with Public Health's investigation of the outbreak, and quarantine and isolation may be extended for additional days by County Public

Health outbreak investigators to help lower the risk of ongoing transmission at the site.

- ii) Healthcare personnel in any setting must comply with the State's *Guidance on Quarantine for Health Care Personnel (HCP) Exposed to SARS-CoV-2 and Return to Work for HCP with COVID-19*, as described in [AFL-21-08.8](#).
- h) In workplace indoor settings where masking is recommended, but not required, employers are required to offer for voluntary use well-fitting medical masks¹⁵ and respirators, such as an N95, KN95 or KF94, at no cost to their employees who work indoors and have contact with other workers, customers, or members of the public, or in vehicles with more than one person. Please note, that Cal/OSHA COVID-19 ETS require that employers provide respirators upon request for voluntary use to employees who are not fully vaccinated and who are working indoors or in vehicles with more than one person.
- i) Employers that elect to maintain universal masking indoors at their business, facility, or venue are to provide well-fitting medical masks at no cost to their employees.

5) Mandatory Reporting by Businesses and Governmental Entities. Persons and businesses within the County of Los Angeles Public Health Jurisdiction must continue to follow the COVID-19 infection control protocols and guidance provided by the County Department of Public Health regarding isolation of persons confirmed or suspected to be infected with the virus that causes COVID-19 disease or quarantine of those exposed to and at risk of infection from COVID-19. In instances where the County has not provided a specific guidance or protocol, specific guidance or protocols established by the State Public Health Officer shall control.

- a) In the event that an owner, manager, or operator of any business knows of three (3) or more cases of COVID-19 among their employees, assigned or contracted workers or volunteers within a span of 14 days, the employer must report this outbreak to the Department of Public Health at (888) 397-3993 or (213) 240-7821, or online at www.redcap.link/covidreport.
- b) In the event that an owner, manager, or operator of any business is informed that one or more employees, assigned or contracted workers, or volunteers of the business has tested positive for, or has symptoms consistent with COVID-19 (case), the employer must have a protocol to require the case(s) to isolate themselves at home and require the immediate self-quarantine of all employees that had a workplace exposure to the case(s).

¹⁵ Masks with an adjustable nose bridge that are made of at least three layers of non-woven material (melt-blown fabric and/or polypropylene) will provide increased protection and meet the requirements for a "medical mask." These masks are often sold as disposable, protective, medical, or surgical masks.

- 6) **LACDPH Best Practice Guidance.** All individuals and Businesses are strongly urged to follow the LACDPH Best Practice Guidance, containing health and safety recommendations for COVID-19.
- 7) **Considerations for Persons at Higher Risk for Negative Health Outcomes:** At this time, people at risk for severe illness or death from COVID-19—such as unvaccinated older adults and individuals with [underlying medical conditions associated with higher risk for severe COVID-19](#)—and members of their household should defer participating in activities with other people outside their household where taking protective measures, including wearing face masks and social distancing, may not occur or will be difficult, especially indoors or in crowded spaces. For those who are not yet fully vaccinated, staying home or choosing outdoor activities as much as possible with physical distancing from other households whose vaccination status is unknown is the best way to prevent the risk of COVID-19 transmission.
- 8) **Encourage Activities that Can Occur Outdoors.** All Businesses and governmental entities are urged to consider moving operations or activities outdoors, where feasible and to the extent allowed by local law and permitting requirements, because there is generally less risk of COVID-19 transmission outdoors as opposed to indoors.
- 9) **Ventilation Guidelines.** All Businesses and governmental entities with indoor operations are urged to review the Ventilation Guidelines and implement ventilation strategies for indoor operations as feasible. See California Department of Public Health [Interim Guidance for Ventilation, Filtration and Air Quality in Indoor Environments](#) for detailed information. Nothing in this Order limits any ventilation requirements that apply to particular settings under federal, state, or local law.
- 10) **High-Risk Health Care and Congregate Settings.** This Order incorporates by reference the State Public Health Officer Order of July 26, 2021, which requires additional statewide facility-directed measure to protect particularly vulnerable populations. The Order is found here: [State Public Health Officer Order issued July 26, 2021](#)
- 11) **Sectors that Continue to Require Additional Risk Reduction Measures.** The following sectors serve persons and populations that have lower rates of vaccination, who are at higher risk of being infected, or who are not yet eligible to be vaccinated. As such, these sectors continue to require additional risk reduction measures and must operate subject to the following conditions listed below and those specified in the County sector-specific reopening protocol(s) located at <http://publichealth.lacounty.gov/media/Coronavirus/index.htm>. In settings where pre-entry verification of vaccination or a negative COVID-19 viral test result is not required, local government entities, businesses, venue operators, and hosts may choose to require pre-entry verification of COVID-19 vaccination, pre-entry verification of a negative COVID-19 viral test result, or both as an additional, important strategy to reduce transmission at their site(s), regardless of masking.

- a) **Day camps.** Day camp owners and operators must implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Day Camps, attached to this Order as [Appendix K](#).
- b) **Schools (K-12) and School Districts.** All public and private schools (K-12) and school districts within the County of Los Angeles may open for in-person classes. Educational facilities serving students at any grade level must prepare, implement, and post the required Los Angeles County Department of Public Health Reopening Protocols for K-12 Schools, attached to this Order as [Appendix T1](#), and must follow the Protocol for COVID-19 Exposure Management Plan in K-12 Schools, attached to this Order as [Appendix T2](#).
- c) **Mega Events (Outdoor and Indoor).** The attendance thresholds for Mega Events are 1,000 attendees for Indoor Mega Events and 10,000 attendees for Outdoor Mega Events. Mega Events include conventions, conferences, expos, concerts, shows, nightclubs, sporting events, live events and entertainment, fairs, festivals, parades, theme parks, amusement parks, water parks, large private events or gatherings, marathons or endurance races, and car shows. Mega Events may have either assigned or unassigned seating, and may be either general admission or gated, ticketed and permitted events. These events are considered higher risk for COVID-19 transmission.
- i) **Indoor Mega Events:** Beginning April 1, 2022, it is strongly recommended, but not required, that Indoor Mega Event operators verify the full vaccination status¹⁶ or pre-entry negative COVID-19 viral test¹⁷ result of all attendees ages 2 and older.
- When continuing to implement, Indoor Mega Event operators are strongly recommended **not** to use self-attestation as a method to verify an attendee's status as fully vaccinated or as proof of a negative COVID-19 test result. Operators should cross-check proof of full vaccination or negative COVID-19 viral test result against a photo identification for all attendees who are 18 years of age or older. Operators may continue to require masking, regardless of vaccination status. It is also strongly recommended that all attendees, regardless of vaccination status, wear a well-fitting mask, except when actively

¹⁶ The following are acceptable as proof of full vaccination status: 1) A photo identification of the attendee and 2) their vaccination card (which includes name of person vaccinated, type of COVID-19 vaccine provided, and date last dose administered) OR a photo of a vaccination card as a separate document OR a photo of the attendee's vaccine card stored on a phone or electronic device OR documentation of the person's full vaccination against COVID-19 from a healthcare provider.

¹⁷ Pre-entry negative COVID-19 viral testing is testing that must be conducted before entry into the event or venue (both PCR and antigen are acceptable). Results of the test must be available and provided to the operator prior to entry into the event or venue. The following is required as acceptable proof of a negative COVID-19 viral test result: 1) A photo identification of the attendee (for attendees 18 years of age and older) and 2) a printed document from the test provider or laboratory OR an email or text message displayed on a phone from the test provider or laboratory. The test result information needs to include the person's name, date of test, type of test performed, and negative test result. To be considered a valid pre-entry negative COVID-19 viral test result that permits entry into the event or venue, an antigen test must be conducted within one day and PCR test must be conducted within two days prior to event entry.

eating or drinking, while indoors at an Indoor Mega Event. Operators should consider making masks (preferably respirators (e.g., N95s, KN95s, KF94s)) available to attendees upon request. Indoor Mega Event operators must prominently place information on all communications, including reservation and ticketing systems, to ensure guests are aware that the State and County strongly recommend that they be fully vaccinated or obtain a negative COVID-19 test prior to attending the event.

- ii) **Outdoor Mega Events:** It is recommended, but not required, that Outdoor Mega Event operators of events or venues that are ticketed or held in a defined space with controlled points of public entry verify the full vaccination status (see footnote 16) or pre-entry negative COVID-19 viral test (see footnote 17) result of all attendees, ages 5 and older, prior to entry. If pre-entry verification is continued, those attendees who cannot provide proof of full vaccination, a pre-entry COVID-19 negative result from a test conducted within one day for antigen tests and within two days for PCR tests may be accepted. Outdoor Mega Event operators should prominently place information on all communications, including reservation and ticketing systems, to ensure guests are aware of both the County Health Officer's recommendation that all attendees, ages 5 and older, either be fully vaccinated against COVID-19 or obtain a negative COVID-19 viral test prior to attending the event. Operators may continue to require pre-entry vaccination verification or pre-entry a negative COVID-19 viral test result as an additional, important strategy to reduce transmission at their site(s), regardless of masking. If continued, the operator should cross-check proof of full vaccination or negative COVID-19 viral test result against a photo identification for all attendees who are 18 years of age or older. Operators are to make face masks available for all attendees.
- iii) **Additional Recommendations for Both Outdoor and Indoor Mega Events:** Mega Event operators are encouraged to follow these additional recommendations:
 - (a) Assign staff to remind all guests of the recommendation to wear face masks while on the premises or location
 - (b) Encourage everyone to get vaccinated and receive a COVID-19 booster when eligible.
 - (c) Encourage all attendees to consider better fit and filtration for masks [Respirators (e.g., N95s, KN95s, KF94s) or surgical masks with good fit are recommended over cloth masks].
 - (d) Facilitate increased ventilation of indoor spaces (i.e., open all windows and doors to increase natural air flow), following California Department of Public Health [Interim Guidance for Ventilation, Filtration and Air Quality in Indoor Environments](#).
 - (e) Encourage everyone to sign up for [CA Notify](#) as an added layer of protection for themselves and the community to receive alerts

- when they have been in close contact with someone who tests positive for COVID-19. Encourage those who test positive for COVID-19 to alert CA Notify to anonymously notify those who may have been exposed.
- (f) Convey the risk of attending large, crowded events where the vaccine status of other attendees may be unknown to the individuals.
 - (g) Convey the risk of attending large, crowded events for populations that may not currently be eligible for vaccination or may be immunocompromised and whose vaccine protection may be incomplete.
 - (h) If along any parade or event route, provide outdoor spaces for eating/drinking/congregating to reduce the risk of transmission in indoor settings.
- d) **Overnight Organized / Children's Camps.** An organized camp is a site with program and facilities established for the primary purpose of providing an overnight outdoor group living experience for recreational or other purposes for five days or more during one or more seasons of the year. A Notice of Intent to Operate must be submitted by the Camp operator to the Environmental Health Division Communityhealth@ph.lacounty.gov prior to operation. The owner or operator of an Overnight Organized/ Children's Camp must prepare, implement, and post the required Los Angeles County Public Health Protocols for Overnight Organized / Children's Camps, attached to this Order as [Appendix K-1](#).
- e) **Organized Youth Sports Activities.** Organized youth sports include all school (TK-12 Grades) and community-sponsored programs and recreational or athletic activities and privately organized clubs and leagues. Organized Youth Sport Protocols do not apply to collegiate or professional sports. This Protocol provides direction on outdoor and indoor youth sports activities to support an environment that presents less risk for participants of these sports. The organizers and operators of Organized Youth Sport Activities must review, implement, and post the required Los Angeles County Public Health Protocol for Organized Youth Sports, attached to this Order as [Appendix S](#).
- f) **Bars, Breweries, Wineries and Distilleries.** It is recommended, but not required, that bars that have a low-risk food facility public health permit and breweries, wineries, and distilleries with a #1, #2, #4, #23 and/or #74 state alcohol license that do not possess or that are not required to have a public health permit to operate require patrons, who are 12 years of age or older, to provide proof of their COVID-19 full vaccination status for entry. Facilities may continue to require pre-entry vaccination verification for indoor service as an additional, important strategy to reduce transmission at their site(s), regardless of the level of community transmission. For facilities that continue a vaccination verification process, the facility should determine whether and communicate to patrons if a negative test result from a COVID-19 viral test conducted within one day for antigen tests and within two days for PCR tests prior to entry is acceptable for indoor service at their site.

- g) **Nightclubs and Lounges.** It is recommended, but not required, that nightclubs and lounges¹⁸ that are open only to persons 18 years of age or older, require patrons to provide proof of their COVID-19 full vaccination status for entry. Facilities may continue to require pre-entry vaccination verification for indoor service as an additional, important strategy to reduce transmission at their site(s), regardless of the level of community transmission. For facilities that continue a vaccination verification process, the facility should determine whether and communicate to patrons if a negative test result from a COVID-19 viral test conducted within one day for antigen tests and within two days for PCR tests prior to entry is acceptable for indoor service at their site.
- h) **Restaurants.** These indoor venues serve food or drink indoors and are required to maintain a valid public health permit to operate. Due to the risk of transmission at places where persons are indoors and unmasked, the County Health Officer strongly recommends that the operators of these venues reserve and prioritize indoor seating and service for patrons who are fully vaccinated against COVID-19.

REASONS FOR THE ORDER

- 12) This Order is based upon the following determinations: evidence of **an increase to** Substantial community transmission of COVID-19 within the County; documented asymptomatic transmission; scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically; evidence that millions of people in the County population continue to be at risk for infection with serious health complications, including hospitalizations and death from COVID-19, due to age, pre-existing health conditions, being unvaccinated or not eligible for vaccination, and the dominance of the more infectious Omicron variant of the virus that causes COVID-19; and limited availability of effective therapeutics. The Order's intent is to continue to reduce the risk of COVID-19 infection for high-risk populations and persons in higher transmission risk settings, especially those who are not or cannot be fully vaccinated against COVID-19 in the County.
- 13) Existing community transmission of COVID-19 in Los Angeles County **has increased to and** remains Substantial and continues to present a significant risk of infection and harm to the health of those who are not or cannot be vaccinated against COVID-19. COVID-19 vaccinations are widely available to those 5 years and older. The Omicron variant of the virus spreads more easily and has caused a significant amount of severe illness and deaths in our county during the winter surge and remains a risk for both those who are fully vaccinated as well as those who not vaccinated against COVID-19. As of, **April 21, 2022**, there have been at least **2,857,772** cases of COVID-19 and **31,913** deaths reported in Los Angeles County. Making the risk of community transmission worse, some individuals who contract the COVID-19 virus have no symptoms or have only mild symptoms, and so are

¹⁸ Nightclub means a commercial establishment dispensing beverages for consumption on the premises and in which dancing is permitted or entertainment is provided, and/or has as its primary source of revenue (a) the sale of alcohol for consumption on the premises, (b) cover charges, or (c) both. A lounge is defined as a business that operates primarily for the preparation, sale, and service of beer, wine, or spirits. Minors are not allowed in a lounge.

unaware that they carry the virus and are transmitting it to others. Because even people without symptoms can transmit the virus, and because evidence shows the infection is now more easily spread, universal indoor masking is a risk reduction measure that is proven to reduce the risk of transmitting the virus. The continuation of this safety measure in settings where indoor masking, regardless of vaccination status, is no longer required is intended to help the County reach a Moderate rate of community transmission as quickly as possible.

- 14) Epidemiologic evidence demonstrates that the rate of community transmission and test positivity, since late-March 2022, have continued to consistently increase. Although more than 18 million vaccine doses have been administered and more than 7.3 million residents ages 5 and older are fully vaccinated against COVID-19 in Los Angeles County, COVID-19 infection remains a significant health hazard to all residents.

In line with the State Public Health Officer, the Health Officer will continue to monitor scientific evidence and epidemiological data within the County.

- 15) The Health Officer will continue monitoring epidemiological data to assess the impact of lifting restrictions and fully re-opening sectors. Those Indicators include, but are not limited to:
- a) The number of new cases, hospitalizations, and deaths among residents in areas in the lowest Healthy Places Index (HPI) quartile and by race/ethnicity.
 - b) The COVID-19 case rate.
 - c) New COVID-19 admissions per 100,000 population (7-day total).
 - d) Proportion of staffed inpatient beds occupied by COVID-19 patients (7-day average).
 - e) The percentage of COVID-19 tests reported that are positive.
 - f) The availability of COVID-19 vaccines and the percentage of eligible County residents vaccinated against COVID-19.
 - g) The number of fully vaccinated people who get sick, are hospitalized, or die from COVID-19.
 - h) The sufficient supply and wide availability of effective therapeutics.
 - i) The presence of Variants of Concern, such as, Omicron and Subvariant BA.2, and their impact on indicators (a) – (g).

ADDITIONAL TERMS

- 16) The County shall promptly provide copies of this Order by: (a) posting it on the Los Angeles Department of Public Health's website (www.publichealth.lacounty.gov), (b) providing it to any member of the public requesting a copy, and (c) issuing a press release to publicize the Order throughout the County.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
ORDER OF THE HEALTH OFFICER**



- a) The owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and download, review and implement all applicable Best Practice Guidance.
 - b) Because guidance may change, the owner, manager, or operator of any facility that is subject to this Order is encouraged to consult the Los Angeles County Department of Public Health's website (www.publichealth.lacounty.gov) daily to identify any modifications to this Order and the Best Practice Guidance and continue to implement these important and necessary infection control protocols.
- 17) If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.
- 18) This Order incorporates by reference, the March 4, 2020 Proclamation of a State of Emergency issued by Governor Gavin Newsom and the March 4, 2020 declarations of a local and public health emergency issued by the Los Angeles County Board of Supervisors and Los Angeles County Health Officer, respectively, and as they may be supplemented.
- 19) This Order may be revised in the future as the State Public Health Officer amends its guidance to reflect evolving public health conditions and recommendations issued by the federal CDC and other public health authorities. Should local COVID-19 conditions warrant, the Health Officer may, after consultation with the Board of Supervisors, issue orders that are more restrictive than the guidance and orders issued by the State Public Health Officer.
- 20) This Order is consistent with the provisions in the Governor's Executive Order N-60-20 and the State Public Health Officer's May 7, 2020 Order, that local health jurisdictions may implement or continue more restrictive public health measures in the jurisdiction if the local health officer believes conditions in that jurisdiction warrant them. Where a conflict exists between this Order and any state public health order related to controlling the spread of COVID-19 during this pandemic, the most restrictive provision controls. Consistent with California Health and Safety Code section 131080, except where the State Health Officer may issue an order expressly directed at this Order or a provision of this Order and based upon a finding that a provision of this Order constitutes a menace to the public health, any more restrictive measures in this Order may continue to apply and control in the County of Los Angeles Public Health Jurisdiction.
- 21) Pursuant to Sections 26602 and 41601 of the California Government Code and Section 101029 of the California Health and Safety Code, the Health Officer requests that the Sheriff and all chiefs of police in all cities located in the Los Angeles County Public Health Jurisdiction ensure compliance with and enforcement of this Order. The violation of any provision of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment or both.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
ORDER OF THE HEALTH OFFICER



22) This Order is issued pursuant to Health and Safety Code sections 101040, 120175, and 120295.

23) This Order shall become effective at 12:01am Friday, April 22, 2022 and will continue to be until it is revised, rescinded, superseded, or amended in writing by the Health Officer.

IT IS SO ORDERED:

A handwritten signature in blue ink, appearing to read 'Muntu Davis, M.D., M.P.H.', is written over a horizontal line.

Muntu Davis, M.D., M.P.H.

Health Officer,
County of Los Angeles

4/21/2022

Issue Date

Appendices At-A-Glance

Businesses and customers should continue reviewing best practice documents and sector-specific protocol for designated areas on a regular basis to ensure they are complying with the latest health protection and prevention measures.

All DPH protocol and best practice documents are available at:

<http://publichealth.lacounty.gov/media/Coronavirus/index.htm>

- [Appendix K:](#) Reopening Protocol for Day Camps [Revised 4/14/2022]
- [Appendix K-1:](#) Reopening Protocol for Overnight Organized/ Children's Camps [Revised 4/14/2022]
- [Appendix S:](#) Protocol for Organized Youth Sports [Revised 3/11/2022]
- [Appendix T1:](#) Reopening Protocols for K-12 Schools [Revised 3/11/2022]
- [Appendix T2:](#) Protocol for COVID-19 Exposure Management Plan in K-12 Schools [Revised 3/25/2022]

