



June 1, 2023

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, June 5, 2023 at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

NOTICE is also hereby given that this meeting will have a teleconference location on Monday, June 5, 2023, at 10:00 a.m (MDST), in the Boardroom Studio of the Sheraton Downtown Hotel, 1550 Court Place, Denver, CO 80202.

In addition to attending the meeting in person, 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

Regular Meeting of June 5, 2023

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.



Members in-person attendance or participation at meeting 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 three 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.

AGENDA

Monday, June 5, 2023

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT (Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)
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) Operations and Development Committee
 - (i) May 1, 2023 ***[See page 1]***
 - 2) Finance and Administration Committee
 - (i) May 1, 2023 ***[See page 3]***
 - (ii) May 8, 2023 ***[See page 7]***
 - b. Committee Minutes
(For Approval)
 - 1) May 15, 2023 ***[See page 8]***
 - c. Award of Contract – Motorola Solutions, Inc.
Communications Center Dispatch Console Replacement ***[See page 17]***
6. ITEMS FOR COMMISSION APPROVAL
 - a. Approval of Documents for a Commercial Paper Program ***[See page 20]***
 - b. Proposed Fiscal Year 2023/2024 ("FY 2024") Annual Budget and Resolution No. 504 of the Burbank-Glendale-Pasadena Airport Authority Adopting the FY 2024 Annual Budget ***[See page 45]***
 - c. Appointment of Committee Assignment

7. ITEMS FOR COMMISSION DISCUSSION

- a. Recognition of Juneteenth

8. ITEMS FOR COMMISSION INFORMATION

- a. Airport Academy Report
- b. April 2023 Passenger and Air Cargo Statistics
- c. April 2023 Ground Transportation Statistics
- d. April 2023 Parking Revenue Statistics

[See page 52]

9. CLOSED SESSION

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

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

10. ITEMS PULLED FROM CONSENT CALENDAR

11. EXECUTIVE DIRECTOR COMMENTS

12. COMMISSIONER COMMENTS

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

13. PUBLIC COMMENT

14. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, June 5, 2023

[Regarding agenda items]

5. CONSENT CALENDAR

(Consent Calendar items may be enacted by one motion. There will be no separate discussion on these items unless a Commissioner so requests, in which event the item will be removed from the Consent Calendar and considered in its normal sequence on the agenda.)

- a. COMMITTEE MINUTES. Approved minutes of the Operations and Development Committee meeting of May 1, 2023; approved minutes of the Finance and Administration Committee meeting of May 1, 2023; and special meeting of May 8, 2023, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the May 15, 2023, Commission meeting minutes is attached for the Commission's review and approval.
- c. AWARD OF CONTRACT – MOTOROLA SOLUTIONS, INC. COMMUNICATIONS CENTER DISPATCH CONSOLE 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 Commission approval of a Communications System and Service Agreement with Motorola Solutions, Inc. for the purchase, installation, and four-year maintenance support of replacement radio dispatch consoles. The proposed acquisition replaces three MCC 5500 radio dispatch consoles in the Airport Operations Department Communications Center which have reached end of both useful life and service support, with four Motorola MCC 7500E consoles and accessories. The purchase and installation cost is \$576,367 and the four-year maintenance support package is \$154,124, for a total project cost of \$730,491.

6. ITEMS FOR COMMISSION APPROVAL

- a. APPROVAL OF DOCUMENTS FOR A COMMERCIAL PAPER PROGRAM. A staff report is included in the agenda packet. Staff and the financing team have been developing the Authority's commercial paper ("CP") program to provide interim financing for the Replacement Passenger Terminal project. On May 15, 2023, the Commission accepted the recommendation of the Finance and Administration Committee ("Committee") and approved the selection of Barclays Bank and Sumitomo Mitsui Bank Corporation as providers of two letters of credit, Barclay Capital Inc. as the CP dealer, and Zions Corporate Trust as the issuing and paying agent for the CP program. Staff and the financing team have been working with these financial institutions to complete documents with which to implement the CP program.

At its meeting on May 15, 2023, the Committee voted unanimously (3-0) to recommend that the Commission adopt Resolution No. 503 to approve the form of certain CP program documents, authorize designated Authority representatives to execute the documents, and authorize other necessary actions for CP program implementation.

- b. PROPOSED FISCAL YEAR 2023/2024 (“2024”) ANNUAL BUDGET; AND RESOLUTION NO. 504 OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY ADOPTING THE FY 2024 ANNUAL BUDGET. A staff report is included in the agenda packet. At the May 24, 2023, Finance and Administration Committee special meeting, the Committee voted unanimously (3–0) to recommend to the Commission that it approve the attached Resolution No. 504, and accompanying documents which adopts the proposed Fiscal Year 2023/2024 budget. This budget provides a comprehensive balanced financial program which identifies all anticipated expenditures for the next year including the estimated Operations and Maintenance expenditures, and the proposed Facility Improvement (Capital) Program. The budget identifies all proposed funding sources as detailed in the Sources of Funds Summary section of the attached documents.

Enclosed in the agenda packet is a workbook which provides detailed information regarding the FY 2024 financial budget program.

At the May 17, 2023, Airline Airport Affairs Committee meeting, the Airlines that are signatory to the current Airport Use Agreement concurred with the proposed FY 2024 budget.

- c. APPOINTMENT OF COMMITTEE ASSIGNMENT. No staff report attached. This has been included in the agenda to provide the Commission President the opportunity to make any standing appointments that he or she may wish to make.

7. ITEMS FOR COMMISSION DISCUSSION

- a. RECOGNITION OF JUNETEENTH. No staff reported attached. At the request of Commissioner Hampton last year to recognize the federal holiday of Juneteenth, this item is being brought to the Commission for discussion and direction to staff. Currently the Authority recognizes ten holidays throughout the calendar year. Juneteenth, a federal holiday established in 2021, commemorates the emancipation of enslaved African Americans on the anniversary of the 1865 date when emancipation was announced in Galveston, Texas. The holiday is celebrated on June 19 which coincides with the Authority’s meeting schedule per Resolution No.476, for the third Monday in the month of June.

8. ITEMS FOR COMMISSION INFORMATION

- a. AIRPORT ACADEMY REPORT. No staff report attached. Staff will present an overview of this year’s Airport Academy program which was completed last month by 22 high school students from the Burbank, Glendale and Pasadena Unified School Districts.
- b. APRIL 2023 PASSENGER AND AIR CARGO STATISTICS. No staff report attached. The April 2023 passenger count of 506,561 was up 4% compared to April of 2019’s 486,027 passengers. Also compared to April 2019, air carrier aircraft operations in April 2023 were up 2%, while cargo volume was down 35% at 5.6 million pounds.
- c. APRIL 2023 GROUND TRANSPORTATION STATISTICS. No staff report attached. Staff will update the Commission on Ground Transportation activities for the month of April 2023.
- d. APRIL 2023 PARKING REVENUE STATISTICS. No staff report attached. Staff will present parking revenue data for the month of April 2023.

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

MONDAY, MAY 1, 2023

A regular meeting of the Operations and Development Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:36 a.m., by Commissioner Devine.

1. ROLL CALL

Present: Commissioners Devine and Hampton

Absent: Commissioner Gabel-Luddy

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director;
Tom Janowitz, Sr. Manager, Ground Access;
Stephanie Gunawan-Piraner, Director, Engineering
and Maintenance; Edward B. Skvarna, Chief of
Police; Director, Public Safety

2. Approval of Agenda

Agenda was approved as presented.

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. April 3, 2023

A draft copy of the April 3, 2023 Committee minutes was included in the agenda packet for review and approval.

Motion

Commissioner Hampton moved approval of the minutes; seconded by Commissioner Devine.

Motion Approved

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

5. Items for Information

**a. Parking Management and Shuttle
Service Request for Proposal**

Staff updated the Committee on the status of the current contracts for Parking Management and Airport Shuttle Services. Staff also provided the status of the Request for Proposal issued on April 21, 2023, for combined parking management and shuttle services and an anticipated timeline to present a proposed award of contract.

b. Airport Landside Roadway Rehabilitation Project

Staff discussed with the Committee elements of an upcoming Airport Landside Roadway Rehabilitation project including the introduction and locations of a potential speed calming component on the Airport terminal roadway.

6. Items for Discussion

a. Committee Pending Items

Staff updated the Committee on future pending items. Commissioner Hampton requested a report on the possibility of an electric mower for the upcoming award of contract for a replacement airfield mower.

7. Adjournment

There being no further business to discuss, the meeting was adjourned at 8:52 a.m.

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

MONDAY, MAY 1, 2023

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 9:55 a.m., by Commissioner Ovrom.

1. ROLL CALL

Present: Commissioners Ovrom, Quintero, Wilson

Absent: None

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

Also Present:
Mr. Louis Choi, Managing Director, Public Resources Advisory Group;
Mr. Robert DeMichiel, Managing Director, Citigroup Global Markets, Inc.;
Mr. Wes Hough, Director, Public Resources Advisory Group;
Ms. Teresa Ho-Urano, Esq., Independent Legal Service Support

2. Staff Announcement: AB 23

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

3. Approval of Agenda

Agenda was approved as presented.

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. April 17, 2023

A draft copy of the minutes of the meeting of April 17, 2023, were included in the agenda packet for review and approval.

Motion

Commissioner Quintero moved approval of the minutes; seconded by Commissioner Wilson.

Motion Approved

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

6. Treasurer’s Report

a. February 2023

A copy of the February 2023 Treasurer’s Report was included in the agenda packet for the Committee’s review.

Motion

Commissioner Wilson moved approval to recommend that the Commission note and file the February 2023 Treasurer’s Report; seconded by Commissioner Quintero.

Motion Approved

The motion was approved (3–0) to note and file the report.

7. Items for Approval

**a. Fifteenth Amendment to the Lease and Concession Agreement
MCS Burbank, LLC**

Staff presented to the Committee for its recommendation to the Commission for approval a proposed Fifteenth Amendment to the Lease and Concession Agreement with MCS Burbank, LLC (“MCS”). The proposed Amendment provides an additional 185 square feet of space at Guy’s High Ball Lounge for customer seating and will generate an additional \$3,796.20 per year of rent, and increase the Minimum Annual Guarantee by \$16,572.33 per year.

Motion

Commissioner Wilson moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was unanimously approved (3–0).

**b. Transportation Security
Administration Terminal Space
Lease**

Staff presented to the Committee for its recommendation to the Commission for approval a proposed Terminal Space Lease with the General Services Administration (“GSA”) on behalf of the Transportation Security Administration (“TSA”) for 3,500 square feet of space for a three-year period to support TSA’s operation in the current terminal located in the East Concourse.

The current lease, which was approved by the Authority in November 2012, is set to expire on June 4, 2023. The proposed Lease is for a three-year term commencing on June 5, 2023 and will increase the rental revenue received by an additional \$2,124.50 per month.

Motion	The motion was moved by Commissioner Quintero; seconded by Commissioner Wilson.
Motion Approved	The motion was unanimously approved (3–0).
c. Adoption of Debt Management Policy	Staff presented to the Committee for its recommendation to the Commission for approval a proposed Debt Management Policy for the Burbank-Glendale-Pasadena Airport Authority. Staff recommended that the Policy be in place prior to the Commission authorizing the issuance and sale of commercial paper notes as interim financing for the Replacement Passenger Terminal Project.
Motion	Commissioner Quintero moved approval; seconded by Commissioner Ovrom.
Motion Approved	The motion was unanimously approved (3–0).
d. Replacement Passenger Terminal Project Selection of Commercial Paper Program Letter of Credit Banks, Dealer and Issuing and Paying Agent	<p>Staff presented to the Committee for its recommendation to the Commission for approval a selection of financial institutions to serve various roles necessary to implement the commercial paper (“CP”) program.</p> <p>Over the past few months, Staff and the financing team have been developing the Authority’s CP program which provides interim financing to support the development of the Replacement Passenger Terminal project.</p> <p>The selected financial institutions are Barclays Bank and Sumitomo Mitsui Bank Corporation as LOC providers, Barclays as the CP dealer and Zions Corporate Trust as the issuing and paying agent for the Authority’s CP program to provide the interim financing in support of the RPT project.</p>
Motion	Commissioner Wilson moved approval; seconded by Commissioner Quintero.
Motion Approved	The motion was approved unanimously (3–0).
e. Appointment of Senior Manager and TIFIA Loan Arranger Replacement Passenger Terminal Financing Program Initial Phase	Staff presented to the Committee for its recommendation to the Commission to the appointment of Citigroup Global Markets, Inc., as the Authority’s Transportation Infrastructure Finance and Innovation Act (“TIFIA”) loan arranger and senior manager for the inaugural issue of general airport revenue bonds for the Replacement Passenger Terminal project.

Motion

Commissioner Quintero moved approval; seconded by Commissioner Wilson

Motion Approved

The motion was approved unanimously (3–0).

8. Items for Discussion

**a. FY 2024 Budget Development
Projected FY 2024 Operating
Revenues and Other Sources of
Funds**

Staff continued to present and reviewed with the Committee the projected FY 2024 Operating Revenues and other sources of funds.

9. Items for Discussion

a. Committee Pending Items

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

10. Adjournment

There being no further business to discuss, the meeting was adjourned at 11:45 a.m.

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

MONDAY, MAY 8, 2023

A special meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:02 a.m., by Commissioner Ovrom.

1. ROLL CALL

Present: Commissioners Ovrom, Wilson and Quintero

Absent: NONE

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

2. Approval of Agenda

Agenda was approved as presented.

3. Public Comment

There were no public comments.

4. Items for Discussion

**a. FY 2024 Budget Development
Presentation of Initial Draft
FY 2024 Budget Including
Proposed O&M Expenditures**

Staff continued to review with the Committee the proposed FY 2024 Budget focusing on the proposed Operations and Maintenance expenditures.

5. Adjournment

There being no further business to discuss, the meeting was adjourned at 10:59 a.m.

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

MONDAY, MAY 15, 2023

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 9:04 a.m., by Vice President Williams.

1. ROLL CALL

Present: Commissioners Williams, Najarian,
Hampton, Quintero, Ovrom, Devine,
Dyson and Wilson

Absent: Commissioner Gabel-Luddy

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive
Director; Nerissa Sugars, Director,
Communications and Air Service;
Maggie Martinez, Director, Noise &
Environmental Affairs

Also Present:
Terence Boga, Richards Watson Gershon
Tom Ryan, McDermott Will & Emery
Louis Choi, Public Resources Advisory
Group
Wes Hough, Public Resources Advisory
Group
Geoff Wheeler, Ricondo & Associates
Robert DeMichiel, Managing Director,
Citigroup

2. PLEDGE OF ALLEGIANCE Commissioner Wilson led the pledge of
Allegiance.

3. APPROVAL OF AGENDA The agenda was approved as presented.

MOTION Commissioner Hampton moved approval
of agenda; seconded by Commissioner
Devine.

MOTION APPROVED There being no objection, the motion was
approved (8–0, 1 absent).

AYES: Commissioners Williams,
Najarian, Hampton, Devine,

Ovrom, Dyson, Quintero and
Wilson

NOES: NONE

ABSENT: Commissioner Gabel-Luddy

- 4. PUBLIC COMMENT***(Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)*

Kim, Studio City

- 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 Reports
(For Note and File)

1) Operations and Development Committee

(i) April 3, 2023

Approved minutes of the April 3, 2023, Operations and Development Committee meeting were included in the agenda packet for information purposes.

2) Finance and Administration Committee

(i) April 17, 2023

Approved minutes of the April 17, 2023, Finance and Administration Committee meeting were included in the agenda packet for information purposes.

3) Legal, Government and Environmental Affairs Committee

(i) April 17, 2023

Approved minutes of the April 17, 2023, Legal, Government and Environmental Affairs Committee meeting were included in the agenda packet for information purposes.

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

1) May 1, 2023

A copy of the draft minutes of the May 1, 2023, Commission meeting were included in the agenda packet for review and approval.

c. Treasurer's Report

1) February 2023

At its meeting on May 1, 2023, the Finance and Administration Committee reviewed the February 2023 Treasurer's Report and voted unanimously (3–0) to accept the report and recommend to the Commission for note and file.

**d. Fifteenth Amendment to the
Lease and Concession
Agreement – MCS Burbank, LLC.**

At its meeting held on May 1, 2023, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve of the proposed Fifteenth Amendment to the Lease and Concession Agreement ("Amendment") with the Authority's exclusive food and beverage concessionaire, MCS Burbank, LLC. The Amendment will provide an additional 185 sq. ft. at Guy's High Ball Lounge for customer seating.

**e. Transportation Security
Administration Terminal Space
Lease**

At its meeting held on May 1, 2023, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve the proposed Terminal Space Lease with the General Services Administration on behalf of the Transportation Security Administration ("TSA") for 3,500 sq. ft. of exclusive space for a period of three years to support TSA's operation in the current terminal.

**f. Organizational Governance
Structure Study**

This item was pulled to be discussed under Item No. 9.

**g. Amendment No. 2 to Self-Park
Management Services and Valet
Parking Services Agreement; and
Amendment No. 2 to Courtesy
Shuttle Services Agreement**

At its meeting held immediately prior to the Commission meeting, the Operations and Development Committee voted (2–0, 1 absent) to recommend that the Commission approve the proposed Amendment No. 2 to Self-Park Management Services and Valet Parking Services Agreement,

effective immediately, continuing with the current fee structure, and Amendment No. 2 to Courtesy Shuttle Services Agreement with MV Transportation, Inc., to extend the agreement to September 30, 2023, and increase the monthly fee from \$239,493.56 to \$246,678.36. The proposed amendment would become effective July 1, 2023.

Due to a delay incurred with the issuance of Request for Proposals for these services, Staff sought a limited three-month extension of the respective service agreements with the two current service providers. The existing agreements are due to expire on June 30, 2023.

h. Airport Carbon Accreditation Emissions Reduction Target for Hollywood Burbank Airport

This item was pulled to be discussed under Item No. 9.

MOTION

Commissioner Dyson moved approval of the Consent Calendar (with the exception of Item Nos. f and h); seconded by Commissioner Ovrom.

MOTION APPROVED

There being no objection, the motion was approved (8-0, 1 absent).

AYES: Commissioners Williams, Najarian, Hampton, Devine, Ovrom, Dyson, Quintero and Wilson

NOES: NONE

ABSENT: Commissioner Gabel-Luddy

6. ITEMS FOR COMMISSION APPROVAL

a. Adoption of Debt Management Policy

At its meeting held on May 1, 2023, the Finance and Administration Committee voted unanimously (3-0) to recommend that the Commission adopt a Debt Management Policy under proposed Resolution No. 502. The Policy is recommended to be in place before the Commission takes final action to authorize the issuance and sale of commercial paper notes as interim financing for the Replacement Passenger Terminal.

MOTION

Commissioner Ovrom moved approval;
seconded by Commissioner Wilson.

MOTION APPROVED

There being no objection, the motion was
approved (8-0, 1 absent).

AYES: Commissioners Williams,
Najarian, Hampton, Devine,
Ovrom, Dyson, Quintero and
Wilson

NOES: NONE

ABSENT: Commissioner Gabel-Luddy

**b. Replacement Passenger
Terminal Project Selection of
Commercial Paper Program
Letter of Credit Banks, Dealer
and Issuing and Paying Agent**

At its meeting held on May 1, 2023, the
Finance and Administration Committee
voted unanimously (3–0) to recommend
that the Commission approve Barclays
Bank and Sumitomo Mitsui Bank
Corporation as letter of credit providers,
Barclay Capital Inc., as the Commercial
paper (“CP”) dealer and Zions Corporate
Trust as the issuing and paying agent for
the Authority’s CP program to provide the
interim financing in support of the
Replacement Passenger Terminal (“RPT”) project.

Staff and the financing team, (Public
Resources Advisory Group and Ricondo &
Associates), have been developing the
Authority’s CP program to provide interim
financing to support the development of
the RPT project. As part of that effort,
qualified financial institutions were
solicited to serve various roles necessary
to implement the CP program.

MOTION

Commissioner Ovrom moved approval;
seconded by Commissioner Wilson.

MOTION APPROVED

There being no objection, the motion was
approved (8-0, 1 absent).

AYES: Commissioners Williams,
Najarian, Hampton, Devine,
Ovrom, Dyson, Quintero and
Wilson

NOES: NONE

ABSENT: Commissioner Gabel-Luddy

c. Appointment of Senior Manager and TIFIA Loan Arranger Replacement Passenger Terminal Financing Program Initial Phase

Staff and the financing team, (Public Resources Advisory Group and Ricondo & Associates), have been working to secure a Transportation Infrastructure Finance and Innovation Act ("TIFIA") loan from the United States Department of Transportation to finance the Replacement Passenger Terminal project ("RPT").

Citigroup Global Markets Inc. ("Citi") has provided important expertise with this effort over the past five years. Citi also is the investment banking firm most knowledgeable of the Authority's RPT project.

At its meeting held on May 1, 2023, the Finance and Administration voted unanimously (3-0) to recommend that the Commission the appointment of Citi as the Authority's TIFIA loan arranger and senior manager of the underwriters for the first \$600 million of general airport revenue bonds for the RPT project.

MOTION

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

MOTION APPROVED

There being no objection, the motion was approved (8-0, 1 absent).

AYES: Commissioners Williams, Najarian, Hampton, Devine, Ovrom, Dyson, Quintero and Wilson

NOES: NONE

ABSENT: Commissioner Gabel-Luddy

7. ITEMS FOR COMISSION INFORMATION

a. Air Service and Marketing Update

Staff, including Anyone Collective, the Authority's marketing provider, presented an update containing basic information on the Authority's air service development ("ASD") program, along with a general overview of the ASD program's marketing activity.

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| b. March 2023 Passenger and Air Cargo Statistics | The Commission was advised to contact Staff if they had questions regarding this item. |
| c. March 2023 Ground Transportation Statistics | The Commission was advised to contact Staff if they had questions regarding this item. |
| d. March 2023 Parking Statistics | The Commission was advised to contact Staff if they had questions regarding this item. |
- 8. CLOSED SESSION**
- The meeting convened to Close Session at 10:30 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)(9th Cir. 2021)**
- | | |
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| Meeting Reconvened to Open Session | The meeting was reconvened to open session at 10:35 a.m. with eight (8) Commissioners present. |
| Closed Session Report | There was nothing to report from Closed Session. |
- 9. ITEMS PULLED FROM CONSENT CALENDAR**
- | | |
|---|--|
| f. Organizational Governance Structure Study | <p>At its meeting held on May 1, 2023, Staff requested direction from the Legal, Government and Environmental Affairs Committee (“Committee”) regarding the undertaking of an organizational governance structure.</p> <p>The Committee consulted with the Authority’s financial advisor, Public Resources Advisory Group, and with Ricondo & Associates, the Authority’s feasibility study consultant regarding this item. Both agencies recommended that this item should be tabled as conducting such a study at this time would negatively impact the ongoing preparation of the Replacement Passenger Terminal (“RPT”) project.</p> <p>The Committee agreed and voted to recommend to the Commission that the</p> |
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item will be readdressed by the Committee in 2026 after the RPT has been completed.

MOTION

Commissioner Najarian moved approval; seconded by Commissioner Hampton.

MOTION APPROVED

The motion was approved (7-1, 1 absent).

AYES: Commissioners Williams, Najarian, Hampton, Devine, Dyson, Quintero and Wilson

NOES: Commissioner Ovrom

ABSENT: Commissioner Gabel-Luddy

h. Airport Carbon Accreditation Emissions Reduction Target for Hollywood Burbank Airport

At its meeting held on May 1, 2023, the Legal, Government and Environmental Affairs Committee voted unanimously (3-0) to recommend that the Commission approve Resolution No. 501 which states Hollywood Burbank Airport's Emission Reduction Target statement as part of the being certified by Airport Council International in support of sustainability efforts to reduce the carbon emissions footprint.

MOTION

There being no objection, the motion was approved (8-0, 1 absent).

MOTION APPROVED

Commissioner Hampton moved approval; seconded by Commissioner Najarian.

AYES: Commissioners Williams, Najarian, Hampton, Devine, Ovrom, Dyson, Quintero and Wilson

NOES: NONE

ABSENT: Commissioner Gabel-Luddy

10. EXECUTIVE DIRECTOR COMMENTS

There were no comments from the Executive Director.

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.)

There were no comments from the Commissioners.

12. PUBLIC COMMENT

There were no public comments.

13. ADJOURNMENT

There being no further business, the meeting was adjourned at 10:45 a.m.

Emily Gabel-Luddy, President

Ara Najarian, Secretary

Date

Date

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 5, 2023**

**AWARD OF CONTRACT
MOTOROLA SOLUTIONS, INC.
COMMUNICATIONS CENTER DISPATCH CONSOLE REPLACEMENT**

Prepared by Thomas Henderson
Director, Operations

SUMMARY

Subject to the recommendation of the Operations and Development Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of a Communications System and Service Agreement with Motorola Solutions, Inc. ("Motorola"), the sole source provider for this type of public safety communication equipment, for the purchase, installation, and four-year maintenance support of replacement radio dispatch consoles. The proposed acquisition replaces three MCC 5500 radio dispatch consoles in the Airport Operations Department Communications Center ("Communications Center"), which have reached end of both useful life and service support, with four Motorola MCC 7500E consoles and accessories. The equipment purchase and installation cost is \$576,367 and the four-year maintenance support package is \$154,124, for a total project cost of \$730,491.

Due to the lead time required to acquire the necessary components, subject to the Committee's recommendation, this item has also been placed on the Commission's agenda for its meeting immediately following the Committee's meeting.

BACKGROUND

The Communications Center has two locations on the Airport. The primary Communications Center is located in the northwest quadrant of the Airport with the backup located in the main terminal building. The backup location is maintained as a standby facility that can be rapidly activated in the event the primary Communications Center is temporarily out of service. The primary facility is equipped with two Motorola MCC 5500 radio dispatch consoles with the backup center having just one.

The radio dispatch consoles are one of the most essential components of the Communications Center and allow staff to perform their daily duties. The consoles serve as the essential equipment portal to connect dispatch staff to Airport Police, Airport Fire, Verdugo Fire Dispatch, and outside agencies connected via the Interagency Communications Interoperability system ("ICI"). The ICI system is essential for day-to-day operational duties and especially for coordinating emergency responses.

The current radio dispatch consoles were originally installed in April 2010 and have reached the end of their useful life. Additionally, Motorola ended support for these consoles on December 31, 2021. Because the radio dispatch consoles are an essential component of

the Communications Center, a replacement equipment project was included in the FY 2023 budget.

The most compatible replacement model that will meet the needs of the Communications Center, as well as ensure interoperability under the ICI system, is Motorola's MCC 7500E console. This model has a full console interface either inside or outside of the Authority's radio network. Some of the features of the Motorola MCC 7500E which improve productivity include:

- Console Priority – This provides consoles with a higher priority, giving dispatchers the ability to talk over field units to transmit information during emergency events.
- During situations that require coordination between multiple agencies, ability to patch together mutual aid radios and required subscribers on the ASTRO 25 system.
- Ability to connect to responders with voice, talk-group text message and tone communication on ASTRO 25 trunked and conventional systems.
- Leveraging the ultra-small form factor workstation, making deployment simple and easy in dispatch centers where space is limited.

The primary Communications Center is being expanded through a renovation project that will allow for four workstations and two supervisor workstations to accommodate the additional staff approved in FY 2023 to support the increase in activity at the Airport. The new set up for the Communications Center will require four consoles to outfit all workstations. The existing MCC15500 console in the backup Communications Center will remain in place until the completion of the Replacement Passenger Terminal project.

The four-year maintenance support package is the necessary service support program to ensure the consoles remain consistent with the ICI system core. The term of the proposed maintenance support package is anticipated to begin July 1, 2024, commencing after a one-year service warranty, and is anticipated to expire on June 30, 2028. Final dates are to be adjusted based on the certification date of the new radio consoles.

In conjunction with the maintenance support package, the Authority contracts with the City of Burbank for radio programming services. The proposed acquisition of Motorola equipment will ensure that all Airport Departments continue to maintain programming consistency with the City of Burbank's public safety departments.

FUNDING

Appropriations in the amount of \$550,000 were included in the adopted FY 2023 budget for this project. Based on the payment milestones in the proposed contract, 25% of the project cost will be incurred during FY 2023 in the amount of \$144,091.75. The balance will be invoiced in three increments during FY 2024 totaling \$432,275.25. The amount has been included for consideration as part of the proposed FY 2024 budget.

The total cost of the \$154,124 four-year maintenance support package will be billed incrementally on an annual basis with the first invoice for maintenance support starting in FY 2025. The cost of these services will be requested starting with the FY 2025 budget and thereafter in each subsequent year during the term of the contract.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of a Communications System and Service Agreement with Motorola in the total amount of \$730,491 for the purchase, installation, and four-year maintenance support of replacement radio dispatch consoles and authorization for the President to execute same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 5, 2023**

APPROVAL OF DOCUMENTS FOR A COMMERCIAL PAPER PROGRAM

Presented by Louis Choi
Public Resources Advisory Group

SUMMARY

Staff and the financing team have been developing the Authority's commercial paper ("CP") program to provide interim financing for the Replacement Passenger Terminal ("RPT") project. On May 15, 2023, the Commission accepted the recommendation of the Finance and Administration Committee ("Committee") and approved the selection of Barclays Bank and Sumitomo Mitsui Bank Corporation as providers ("LOC Banks") of two letters of credit ("LOCs"), Barclay Capital Inc. as the CP dealer, and Zions Corporate Trust as the issuing and paying agent for the CP program. Staff and the financing team have been working with these financial institutions to complete documents with which to implement the CP program.

At its meeting on May 15, 2023, the Committee voted unanimously (3-0) to recommend that the Commission adopt Resolution No. 503 to approve the form of certain CP program documents, authorize designated Authority representatives to execute the documents, and authorize other necessary actions for CP program implementation.

BACKGROUND

Staff has been developing a plan of finance to fund the design and construction of the RPT project. The plan includes having a CP program to serve as an interim financing vehicle, as well as other more permanent sources of funding, such as operating revenues, Passenger Facility Charges ("PFCs"), grants, the Authority's Facility Development Reserve, federal loans, and general airport revenue bonds ("GARBs"). The CP program is well-suited to meet the needs of the plan of finance. It is a flexible interim financing tool designed to bridge the funding gap before many of the other sources of funds become available, as payments are beginning to be made to design the RPT to advance the development of the Guaranteed Maximum Price ("GMP") proposal and to undertake preconstruction work.

A general description of municipal CP programs, excerpted from the *California Debt Financing Guide* (originally published in 2019, last revised in March 2022) published by the California Debt and Investment Advisory Commission, is included in Appendix A for reference.

Under the CP program, the Authority will issue tranches of short-term notes ("CP Notes") which, as they mature and become due, will be refunded (or "rolled") by replacement tranches of new notes ("refunding CP Notes"). The "rolling" will continue until the Authority issues GARBs or uses other means to retire all the CP Notes. To provide credit support, Barclays and Sumitomo, as LOC Banks, will each issue an LOC. On any date that principal and interest are due on a tranche of CP Notes, payments to the noteholders will be made from a draw on the supporting LOC. The Authority will then reimburse the applicable LOC Bank for the LOC draw using proceeds from the sale of refunding CP Notes or other available funds, such as proceeds from GARBs or other permanent financing.

DETAILS

The approval of the CP documents and the authorization to execute them on behalf of the Authority constitute the final step in establishing the CP program. The approval will authorize the issuance of CP Notes in an aggregate not-to-exceed amount of \$200,000,000 outstanding at any one time. The CP program will be authorized to run for 30 years. However, once permanent financing (e.g., by issuing the GARBS) is secured, the Authority can choose to terminate (or suspend) the CP program. Furthermore, pursuant to the terms of the Letter of Credit and Reimbursement Agreements (each, a "Reimbursement Agreement") between the LOC Banks and the Authority, each LOC will have a term of 5 years. If the Authority decides to issue CP Notes after these LOCs expire, the Authority will have to either negotiate with the LOC Banks for extensions or obtain replacement LOCs (or other credit support facilities) from other financial institutions.

The specific terms (*i.e.*, the interest rate and maturity date) of each tranche of CP Notes will be determined based on the prevailing market conditions at the time of issuance. Each CP Note will mature (*i.e.*, have a term of) no more than 270 days from the issuance date (consistent with federal securities rules and regulations). The authorization for the maximum interest rate of the CP Notes will be 12% per annum (consistent with state law). Under each Reimbursement Agreement, the Authority will also issue one or more revolving notes (each, a "Bank Note") to evidence the unreimbursed draws owed to the LOC Bank. To the extent that money is owed under a Bank Note, the interest rate on the Bank Note will be calculated based on a formula set forth in the applicable Reimbursement Agreement. The maximum interest rate on a Bank Note will be subject to the authorization of 25% per annum. The Bank Notes will be authorized in an aggregate principal amount not-to-exceed \$218,000,000, which is the amount of coverage offered by the LOCs (based on the potential maximum principal amount of the CP Notes, plus interest).

Summary of Documents Presented for Approval. The CP program documents, the forms of which are presented for approval, include: (1) the Issuing and Paying Agent Agreement, (2) the Reimbursement Agreement, (3) the Dealer Agreement, and (4) the Offering Memorandum.

Bond Counsel, Orrick Herrington & Sutcliffe, has prepared Appendix B, which contains a brief description of these documents and a summary of certain key provisions governing the operation of the CP program.

Set forth in Appendix C are three diagrams to illustrate the general mechanics of the CP program pursuant to the documents.

The terms of each document are consistent with the Authority's bond indenture, market standards, proposals submitted by the LOC Banks, and the result of negotiations Staff and the financing team undertook with the financial institutions. The CP Notes and the payment obligations (other than fees) to the LOC Banks will be secured as "Parity Obligations" under the Authority's existing bond indenture.

Benefits. Using the CP program to fund the RPT will benefit the Authority in various ways. With traditional long-term bonds, the size (*i.e.*, the principal amount) of a bond issue is generally based on the anticipated need for total project cost (after taking into consideration other available funding). Proceeds of the bonds are deposited into a project fund to be drawn down, sometimes over a period of years. Interest on the full bond issue starts accruing upon issuance. In contrast, the CP program allows the Authority the flexibility of issuing CP Notes in tranches.

The size of each tranche can be based on the Authority's actual disbursements and/or the anticipated need in the immediate or near future. With the LOCs in place, the Authority will be able to issue tranches of CP Notes in a timely manner, removing concerns about funding delays as the project develops. At the same time, the CP program allows the Authority to pay interest on funds it actually borrows, reducing overall interest cost in comparison to long-term bonds. There will be a better timing match between occupancy in the RPT and cost recovery from the terminal's tenants, which results in a reduction of the tenants' cost burden. As an interim financing vehicle, the CP program allows the Authority more time to secure other sources of funds, such as federal, state or local loan and grant programs for airports, intermodal connectivity, electrification initiatives, as well as additional PFCs. The "line of credit" nature of the CP program gives the Authority additional flexibility with access to funding (through the issuance of additional CP Notes) to adapt quickly to unknown situations.

Considerations/Risks. Using a CP program is not without potential risks, which include:

- Program Costs:** The CP program includes certain costs—namely, the interest cost on the CP Notes when issued, the fees for the LOCs securing the CP Notes, CP dealer and issuing and paying agent fees, rating agency fees and the costs of legal and other consulting services. The actual costs of the CP program will depend on the amount and the timing of CP Notes to be issued prior to the issuance of long-term GARBs and loans, if any, and the receipt of other funds available for the RPT project. Based on current market conditions, assuming the issuance of only tax-exempt CP Notes subject to the federal alternative minimum tax, and the Authority's current credit ratings, if the full amount of \$200 million were outstanding (and yielding a corresponding amount of proceeds), the estimated annual cost for the CP Notes would be approximately \$8 million per year. This amount is comprised of approximately \$7 million of interest on the CP Notes and approximately \$1 million of finance charges and fees that are related primarily to the LOCs and CP dealer fees. The principal of the CP Notes themselves would also need to be repaid at the end of the CP program (mostly likely from proceeds of the GARBS or other permanent funding sources). The finance charges and fees are currently anticipated to be paid from time to time using the Authority's available funds pursuant to its budget process, rather than from the proceeds of the CP Notes. The current financing plan does not anticipate that the full authorized amount of CP Notes would need to be issued until after the GMP proposal is accepted. The precise timing of the issuance of each tranche of CP Notes will depend on the pace of project expenditures and how much other funds (e.g., PFCs, grants, Authority's Facility Development Reserve), if any, will be applied to such expenditures. The actual costs of the CP program will generally be proportional to the amount and the length of time during which CP Notes will be outstanding. One exception is the costs of the LOCs, which: (1) will be based on the amounts available to be drawn under the LOCs (which correspond to the total size authorized for the CP program), regardless of the amount of CP Notes actually issued or outstanding, and (2) will require that the Authority pay for at least 2 years' worth of fees, even if the LOCs are terminated before the second-year anniversary of the issuance date of the LOCs. In any case, the total of the interest cost and fees for the CP program is anticipated to be significantly less than the alternative approach of issuing long-term GARBs sooner.
- Interest Rates:** One driver of the cost of CP Notes will be the interest rates. The interest rate on each tranche of CP Notes will be determined at the time of their issuance. The interest rates will depend in part on prevailing interest rates in the fixed income market for securities of similar maturities, tax treatment, credit ratings, etc. Short-term interest

rates are especially sensitive to interest rate policies set by the Federal Reserve and other central banks. Over the past two years, the Federal Reserve has raised its target Federal Funds rate multiple times, and CP Note interest rates have risen accordingly. Within the duration of the Authority's CP program, the Federal Reserve may further adjust interest rates to achieve its stated policy goals.

- Credit Rating Risk: The creditworthiness of the CP Notes will depend primarily on the credit strength of the LOC Banks. In the event of financial distress for one or both of the LOC Banks supporting the Authority's CP program, interest rates on the Authority's CP Notes could rise and/or the ability to place new CP Notes may be constrained. In the worst-case scenario, should the CP Notes become unmarketable for a time, a draw on an LOC would be made, and any outstanding amount owing to the LOC Bank would become part of the Bank Note at the interest rate calculated based on the formula set forth in the related Reimbursement Agreement, which will be higher than prevailing market rates for CP Notes generally. Additionally, the level of fees payable to the LOC Banks will depend on the credit rating of the Authority (with lower ratings incurring higher fees), and the provision of the LOCs will depend on the Authority maintaining certain minimum credit ratings ("Baa2" by Moody's Investors Service and "BBB" by S&P Global Ratings and "BBB" by Fitch Ratings). The Authority's outstanding bonds are currently rated "A2" by Moody's, "A" by S&P, and "A" by Fitch. Downgrades to the Authority's or the LOC Banks' credit ratings could negatively impact the cost of the CP program.
- Market Access Risk: The effective functioning of the CP program will depend on capital market access for the issuance of (1) new CP Notes to fund new draws for RPT project expenditures and (2) refunding CP Notes to refinance maturing CP Notes. In times of great financial distress (as seen in times of major financial crisis and the initial weeks of the shutdown during the COVID-19 global pandemic), the ability to market securities can become challenging, leading to higher interest costs.
- Term Out Provisions: The Authority will be required to repay any unreimbursed draws on the LOCs with interest. The documents specify that the Authority must repay principal amounts in quarterly installments commencing six months after any unreimbursed draw with the final payment no later than three years after such a draw. This allows the Authority to take action during those six months to remedy the situation before that first principal payment date. For example, if the CP dealer was unable to market refunding CP Note because of a drop in the credit rating of the supporting LOC Bank, the Authority may find a substitute LOC provider or issue GARBs, as market conditions allow.
- Staffing Needs: The CP program will require Staff time on an ongoing basis. It is expected that the CP program will require Staff to spend time and effort in communication with the CP dealer and issuing and paying agent (described in more detail in the document summary in Appendices B and C) and in recordkeeping activities. Also, the documents include certain additional ongoing financial reporting requirements for the benefit of the LOC Banks.

Staff and the financing team have undertaken steps to address these issues. The design of the proposed CP program mitigates them to the extent possible. However, there remains the possibility that extreme and unforeseen circumstances could lead to an unfavorable outcome. Notwithstanding the considerations and risks listed, the CP program is expected to benefit the Authority's plan to finance the RPT project.

Staff will be working with the RPT project's program manager, design-builder, municipal advisor, and airport consultant to manage the issuance of CP Notes. Generally, municipal issuers issue at least \$25 million of CP Notes initially, although subsequent incremental issuances of new CP Notes can be smaller. Based on current projections, \$25 million would equal 3 to 4 months of design expenditures for the RPT project. Pre-construction work, when permitted, will require significantly larger expenditures. Staff will report back to the Committee with funding plans with the amounts of CP Notes to be issued and, when appropriate, will provide periodic updates on the status and use of the CP Notes to the Commission.

RECOMMENDATION

On May 15, 2023, the Committee voted unanimously (3-0) to recommend that the Commission adopt Resolution No. 503 to approve the form of certain CP program documents, authorize designated Authority representatives to execute the documents, and authorize other necessary actions for CP program implementation.

Attachments:

1. Appendix A – Excerpt on Municipal Commercial Paper Programs from the California Debt Financing Guide
2. Appendix B – Brief Description of CP Program and Summary of Key Document Provisions
3. Appendix C – Diagrams to Show Sequence of Events and Flow of Funds for:
 - (i) Issuance of new CP Notes to fund project expenditures
 - (ii) Issuance of refunding CP Notes to “roll” maturing CP Notes
 - (iii) Payment of interest and principal for CP Notes, reimbursement of LOC draws and payment of fees to CP dealer, issuing and paying agent and LOC Banks
4. Proposed Resolution No. 503
5. Issuing and Paying Agent Agreement (with Zions Bancorporation, National Association)
6. Letter of Credit and Reimbursement Agreement (with Barclays Bank PLC)
7. Letter of Credit and Reimbursement Agreement (with Sumitomo Mitsui Banking Corporation, Acting Through Its New York Branch)
8. Dealer Agreement (with Barclays Capital Inc.)
9. Offering Memorandum

APPENDIX A

Excerpt on Municipal Commercial Paper Programs from the *California Debt Financing Guide* (originally published in 2019, last revised in March 2022) by the California Debt and Investment Advisory Commission

A commercial paper program is a program for the issuance and marketing of short-term notes. Commercial paper consists of notes of varying, short-term maturities (no more than 270 days and generally 1 to 90 days) that are generally rolled over (paid off with the proceeds of new notes) as they mature. Commercial paper can be used as an alternative to variable-rate debt by issuing the full authorized principal amount at the start of the program. More often, however, commercial paper is used as a line of credit: money is borrowed (notes are issued) when funds are needed and is repaid (notes are paid and not “rolled”) when funds for this purpose are available.

Tax-exempt commercial paper is a useful financing vehicle for interim financing for the construction of capital facilities eligible to be financed on a tax-exempt basis. Commercial paper notes are issued as construction costs are incurred and the notes are refunded with long-term debt when construction has been completed. Taxable commercial paper can be used as interim financing for capital facilities for which tax-exempt financing is not available, or for working capital. Some issuers actively engage in selecting the maturity dates of individual commercial paper notes and some issuers rely on their commercial paper dealers to manage the program to minimize interest expense.

A commercial paper program may be supported by a liquidity facility in the form of a line of credit or standby bond purchase agreement, a credit facility in the form of a letter of credit, or neither....Purchasers of commercial paper require that the notes be highly rated. Only issuers with significant cash available to pay notes that cannot be “rolled” (replaced by newly issued paper) can avoid the need for a liquidity facility. Issuers with very strong credit can maintain a commercial paper program with liquidity support only. Those without very strong credit must rely on both liquidity support and credit support. Extendable commercial paper is a specialized structure where notes that cannot be rolled are extended to a 270-day maturity that is used only by a few issuers with very strong credits.

A commercial paper program also requires scale (a minimum program size of \$50 million or more) and active program management. As a consequence, commercial paper programs are generally established and maintained only by large governmental entities.

APPENDIX B

Brief Description of CP Program and Summary of Key Document Provisions prepared by Bond Counsel

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMERCIAL PAPER PROGRAM SUMMARY

Below is a summary of certain terms, concepts, and provisions of the key documents for the Authority's proposed commercial paper program. This summary is not meant to be comprehensive. It is only a brief description of and guide to, and is qualified by, the more complete and detailed information contained in each of the key documents identified herein.

Basic Structure

- Notes are payable, first, from the related letter of credit and, to the extent that the drawings on the related letter of credit are insufficient, second, from Net Revenues and amounts in the Revenue Fund securing other Parity Obligations under the Indenture.
 - As described further below, Authority must reimburse the Banks for the draws on the letters of credit. The Authority's obligations to reimburse the Banks and pay fees are known as Payment Obligations.
 - Payment Obligations that are fees are payable under the Indenture from the Operating Fund pursuant to Section 5.04(a) of the Indenture.
 - Payment Obligations – other than fees – constitute Parity Obligations under the Indenture and are payable pursuant to Section 5.04(b) of the Indenture on a parity with the Authority's Outstanding 2012 Bonds and 2015 Bonds.
- There are 6 proposed series of Notes:
 - Series A-1 and Series A-2 (Non-AMT*);
 - Series B-1 and Series B-2 (AMT¹); and
 - Series C-1 and Series C-2 (Taxable¹).
 - The Series A-1, B-1, and C-1 Notes (collectively, the "Series 1 Notes") will be supported by the Barclays letter of credit.
 - The Series A-2, B-2, and C-2 Notes (collectively, the "Series 2 Notes") will be supported by the Sumitomo letter of credit.

* Non-AMT, AMT, and Taxable refer to the tax treatment of the Notes.

- Notes are issued in denominations of \$100,000 and in integral multiples of \$1,000 in excess thereof (e.g., \$102,000 or \$506,000).
- Dealer sets interest rate – not to exceed 12% – on Notes pursuant to the Dealer Agreement.
- Tax-Exempt Notes are sold at par (the principal amount on the face of the Notes).
- Taxable Notes may be sold either at par or at a discount (less than the principal amount on the face of the Notes).
- Series 1 Notes have a term of between 1 day and 270 days. Series 2 Notes have a term of between 3 days and 270 days. Not all Notes of a series mature on the same date.
- The principal of and interest on the Notes is paid at maturity. See “Maturity/Roll of Notes” for information on how Notes will be rolled at maturity.
- Notes are not subject to prepayment prior to maturity.

Key Documents

- **Indenture** – The Notes are issued as Parity Obligations under the Indenture. The Payment Obligations, other than fees, are also Parity Obligations under the Indenture. The Indenture provides for the security structure and payment priority of Notes and Payment Obligations.
- **Issuing and Paying Agent Agreement** – The Issuing and Paying Agent Agreement is between Zions Bancorporation, National Association, as Issuing and Paying Agent, and the Authority. It describes the terms of the Notes, the process for issuing and selling the Notes, the funds and accounts established for administration of the Notes, the mechanics for drawing on the applicable letter of credit to pay the Notes, the covenants of the Authority, the events of default, the amendments and the defeasance of Notes. The Authority coordinates payment of the Notes and Payment Obligations with the Issuing and Paying Agent in accordance with the flow of funds in the Indenture similar to the Authority’s current coordination with the Trustee for payment of the 2012 Bonds and 2015 Bonds.
- **Reimbursement Agreement** – The Reimbursement Agreement is between each Bank that is providing a letter of credit and the Authority. The Reimbursement Agreement sets forth the terms upon which each Bank agrees to provide a letter of credit that is drawn on for repayment of certain Notes and provides for the reimbursement obligations of the Authority to the Bank as a result of draws on the

letter of credit and other fees owed to each Bank. Certain key provisions for fees due to each Bank are set forth in the separate fee letter provided by each Bank.

- **Dealer Agreement** – The Dealer Agreement is between Barclays Capital Inc., as dealer, and the Authority, and it sets forth the terms by which the Dealer solicits and arranges sales of the Notes that are being issued by the Authority. It provides for the compensation of the Dealer (paid quarterly based on the average outstanding principal amount of the Notes), representations of the Authority, and ongoing responsibilities for both parties as long as the agreement remains in effect. The Dealer Agreement also contains termination provisions, which allow the Dealer to suspend its obligations under the Dealer Agreement. These termination provisions are similar to the termination provisions in a bond purchase agreement.
- **Offering Memorandum** – The Offering Memorandum provides information to investors and prospective investors about the Notes and the security for the Notes. This is a short-form offering memorandum that focuses on the credit of the banks that are providing credit support for the Notes as that is investor's primary source for repayment and provides minimal financial or operating information about the Authority.

Initial Issuance

- Similar to the Authority's 2012 Bonds and 2015 Bonds, the Notes will be book-entry and DTC will act as the depository. While the provisions in the Issuing and Paying Agent Agreement have provisions describing the flow of physical notes at issuance from the Authority to the Issuing and Paying Agent for authentication and delivery to the Dealer for delivery to a holder, they are overridden by standard DTC protocols and forms: the Master Note and the Letter of Representations.
 - The Form of Note included as Exhibit A to the Issuing and Paying Agent Agreement is not executed and delivered as long as the Master Note and Letter of Representations are in effect.
- When a series of Notes is initially issued, the Authority delivers to the Issuing and Paying Agent:
 - an Issuance Request – see Exhibit C to the Issuing and Paying Agent Agreement (can cover more than one series of Notes);
 - a Master Note (can cover more than one series of Notes); and
 - a Letter of Representations (can cover more than one series of Notes).

- Once the Master Note and Letter of Representations are in place for a given series of Notes, they don't need to be re-executed and re-delivered when new Notes are issued.
- Upon the initial issuance of a series of Notes, the Dealer will market the Notes, and the proceeds will be deposited in the applicable account of the Note Proceeds Fund, and that money will be available to be spent on the costs of the project that correspond to the tax status of the Notes.

Maturity/Roll of Notes/Increase in Notes for Additional New Money

- At maturity, principal of and interest on a Note are paid by drawing on the letter of credit such that the Bank provides the necessary funds to the holder.
 - The Issuing and Paying Agent is obligated under the Issuing and Paying Agent Agreement to submit timely draw notices to the Bank to obtain the funds under the letter of credit to pay existing holders upon maturity of each Note.
- The Authority is then required to reimburse the Bank for the draw on the letter of credit under the Reimbursement Agreement from amounts available in the Revenue Fund held by the Authority under the Indenture.
 - Typically, the proceeds of the new Note (referred to as a "roll") will provide the principal due on the maturing Notes. The Authority has the option to either (i) reimburse the Bank for the interest due on the maturing Notes from Net Revenues or (ii) issue additional new Notes in an amount sufficient to fund the amount of interest due on the maturing Notes. If the Authority wants additional new money proceeds, then the new Notes will be issued in an amount greater than the amount of Notes needed to refund the maturing Notes.
 - Pursuant to the Dealer Agreement, the Dealer will solicit and arrange for the sale of the new Notes to refund the maturing Notes.
 - The Dealer is under no obligation to purchase the Notes.
- In the event that the Notes cannot be rolled, the Authority must have funds on deposit with the Issuing and Paying Agent to reimburse the Bank. Otherwise, the amounts drawn constitute Unreimbursed Drawings which must be repaid as described below.

Amounts Owed to Banks, Issuing and Paying Agent, and Dealer

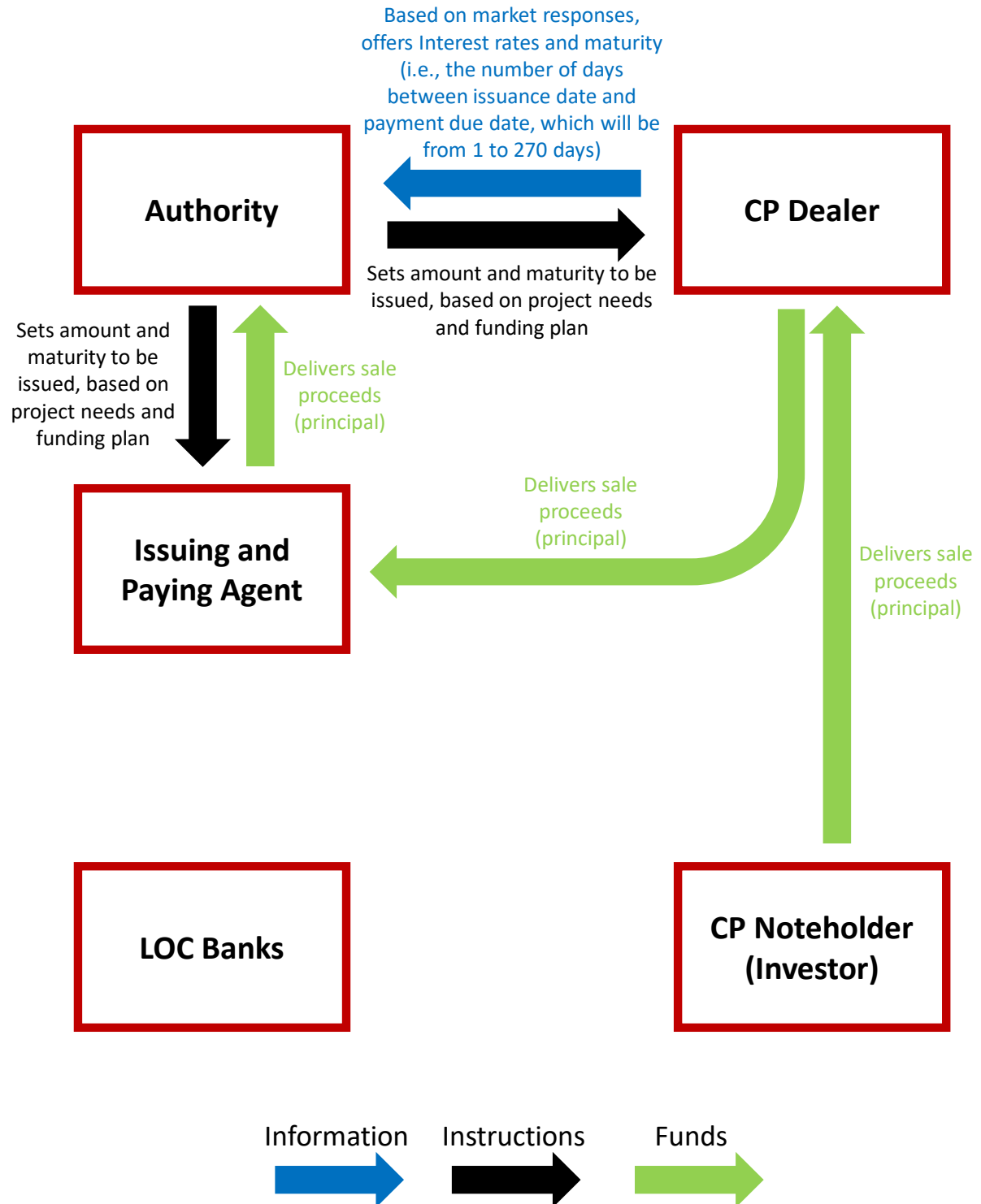
- Money owed to each Bank under the Reimbursement Agreement is evidenced by the Bank Note, including Unreimbursed Drawings and Term Loans. The Bank Note will be executed and delivered at closing of the CP Program, and it does not need to be re-executed and delivered with each roll.
 - An Unreimbursed Drawing is a drawing or portion thereof under a letter of credit which has not been repaid by the Authority and has not been converted to a Term Loan, and includes any interest due thereon at the Bank Rate set forth in the Reimbursement Agreement. This would typically occur if the Dealer could not sell the new Notes to repay the maturing Notes, or if an event occurs that allows the Dealer to exercise its rights to terminate the Dealer Agreement, such that it is not obligated to market and sell the new Notes.
 - The unpaid principal portion of an Unreimbursed Drawing can be converted to a Term Loan subject to certain conditions in the Reimbursement Agreement. If converted to a Term Loan, the principal is amortized over 2.5 years, payable quarterly. Interest on a Term Loan is equal to the Bank Rate, which differs for each Bank.
 - Unreimbursed Drawings and Term Loans are Payment Obligations owed to each Bank that constitute Parity Obligations under the Indenture and are payable pursuant to Section 5.04(b) of the Indenture.
 - The Bank Rate has provisions which cause it to increase over time, assuming the underlying indices remain static.
- The fees owed to each Bank are described in the applicable fee letter.
- The fees owed to each Bank, the Issuing and Paying Agent, and the Dealer will be paid as operating expenses from the Operating Fund held by the Authority under the Indenture. The fees owed to each Bank and the Dealer are paid on a quarterly basis.

APPENDIX C

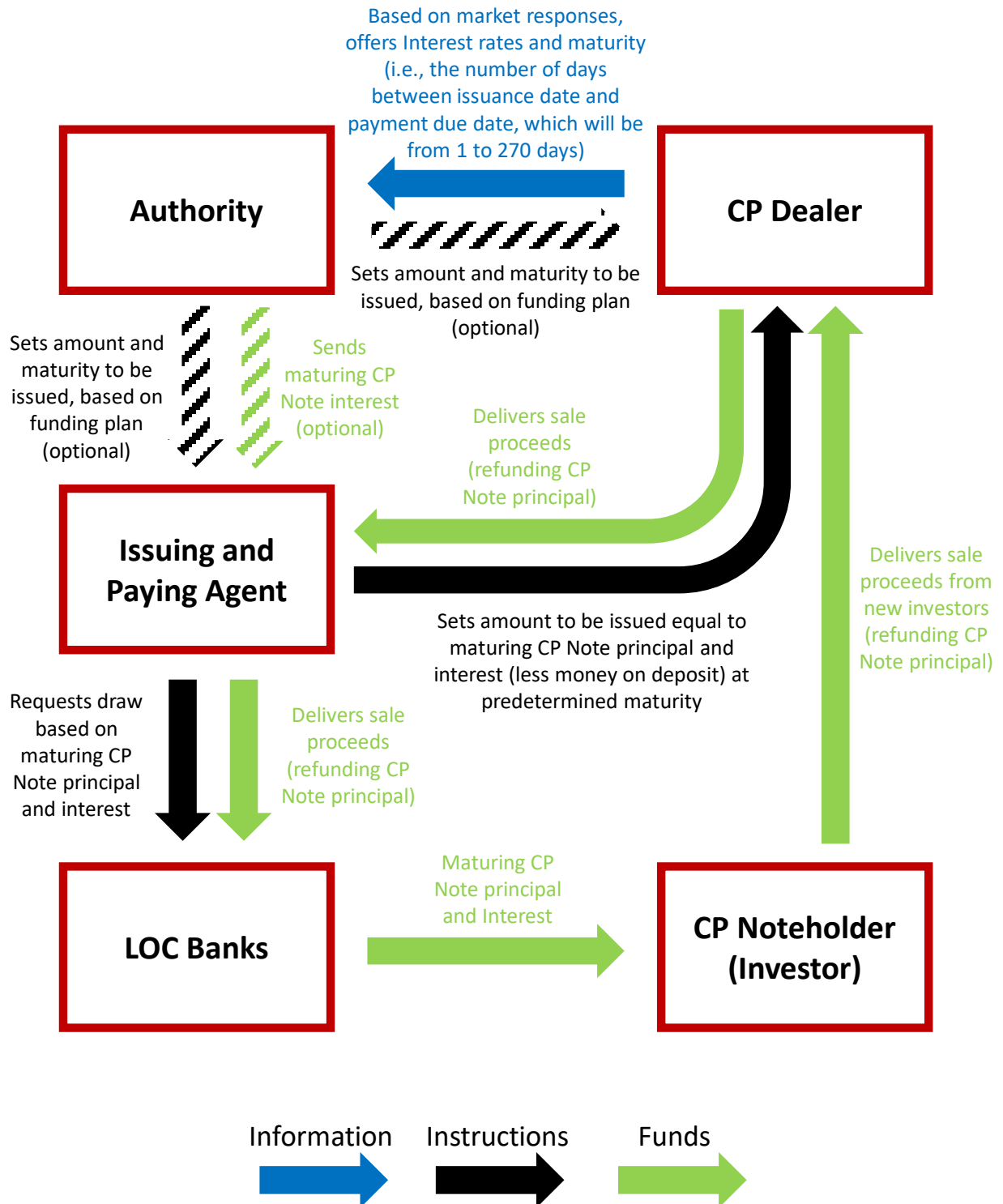
Diagrams to Show Sequence of Events and Flow of Funds for:

1. Issuance of new CP Notes to fund project expenditures
2. Issuance of refunding CP Notes to “roll” maturing CP Notes
3. Payment of interest and principal for CP Notes, reimbursement of LOC draws and payment of fees to CP dealer, issuing and paying agent and LOC Banks

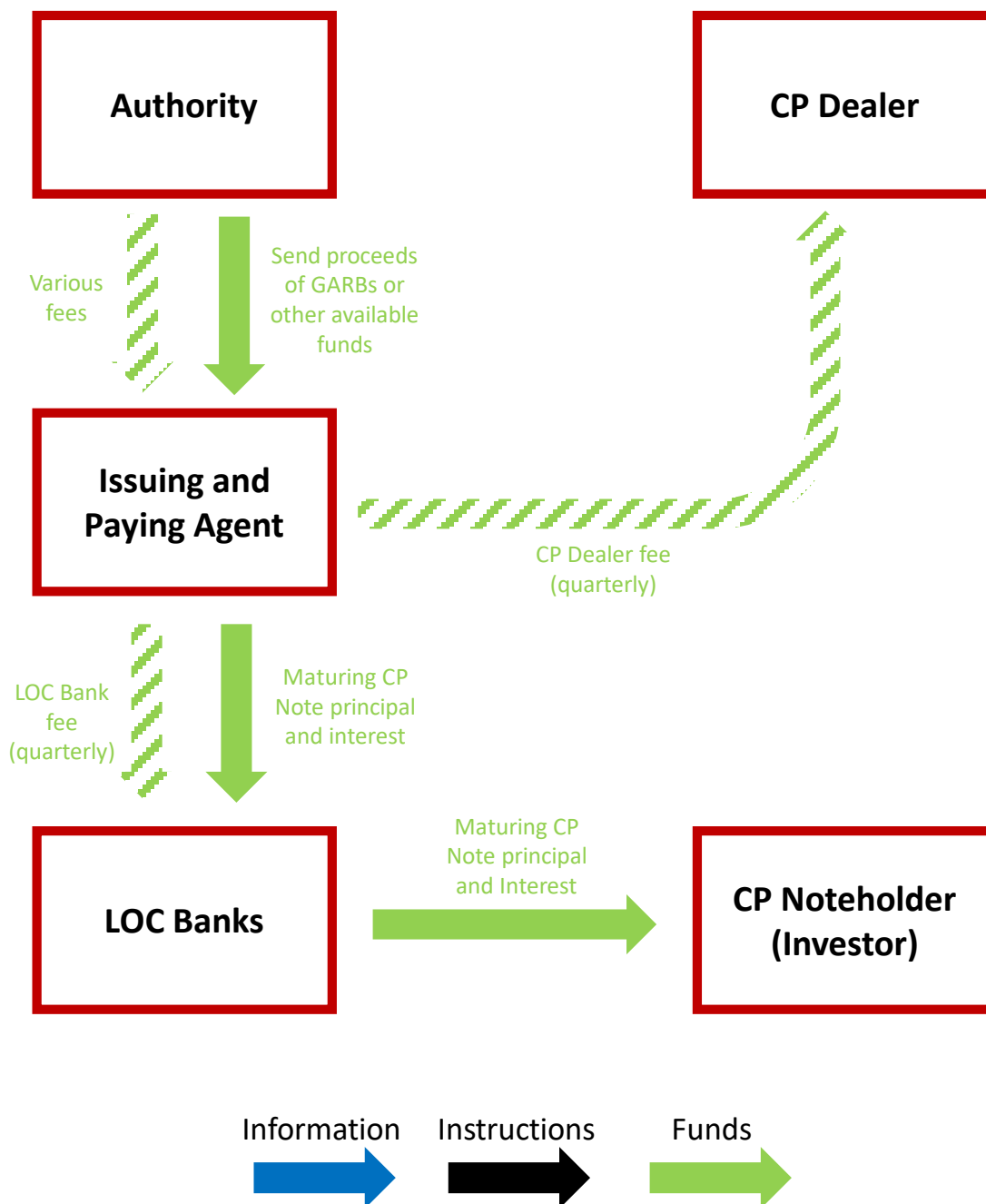
Issue New CP Notes to Fund Project Expenditures



Issue Refunding CP Notes to “Roll” Maturing Notes



Payment of Interest/Principal and Fees for CP Notes



RESOLUTION NO. 503

A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION AUTHORIZING THE ISSUANCE AND SALE OF COMMERCIAL PAPER NOTES; PROVIDING THE TERMS AND CONDITIONS FOR THE ISSUANCE AND SALE OF SUCH COMMERCIAL PAPER NOTES; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF SPECIFIED DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, the Burbank-Glendale-Pasadena Airport Authority (the “Authority”) is a public entity duly organized and existing pursuant to the Joint Exercise of Powers Act (commencing with Section 6500 of the California Government Code) (the “Act”) and that certain Amended and Restated Joint Exercise of Powers Agreement, dated as of September 15, 1991, as amended by the First Amendment to Amended and Restated Joint Exercise of Powers Agreement, dated as of November 25, 2003, as further amended by the Second Amendment to Amended and Restated Joint Exercise of Powers Agreement, dated as of January 10, 2017 (collectively, the “Joint Powers Agreement”), each among the City of Burbank, the City of Glendale and the City of Pasadena;

WHEREAS, the Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport, the “Airport”) pursuant to the Act and the Joint Powers Agreement;

WHEREAS, the (a) Burbank-Glendale-Pasadena Airport Authority Airport Revenue Bonds, 2012 Series A, (b) Burbank-Glendale-Pasadena Airport Authority Airport Revenue Bonds, 2012 Taxable Series B, and (c) Burbank-Glendale-Pasadena Airport Authority Airport Revenue Bonds, 2015 Series B have been previously issued and are currently outstanding, pursuant to the Master Indenture of Trust, dated as of May 1, 2005, between the Authority and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as trustee (the “Trustee”), as supplemented and amended (as it has been supplemented and amended from time to time, the “Indenture”) (except as otherwise specified herein, capitalized undefined terms used herein have the meanings ascribed thereto in the Indenture);

WHEREAS, the Authority intends to finance, refinance or reimburse itself for its prior payment of the costs of acquisition, development, improvement, renovation, construction and reconfiguration of certain facilities, including a replacement passenger terminal and associated support components, at the Airport (the “Project”);

WHEREAS, as part of the Authority’s plan of finance for the Project, the Authority proposes to authorize the issuance of certain obligations in the form of commercial paper notes (the “Notes”) pursuant to Article IV of the Act (commencing with Section 6584 of the California Government Code) in order to (a) finance, refinance or reimburse itself for its prior payment of the Project, including any costs incidental to, or connected with, the Project, (b) pay principal and interest on maturing Notes, and (c) pay credit and liquidity and other fees for the commercial paper

program and expenses of all proceedings for the authorization, issuance, sale and maintenance of the Notes, including legal, fiscal agent, trustee, dealer, financial consultant and other fees;

WHEREAS, Section 1.150-2 of the Treasury Regulations requires the Authority to declare its reasonable official intent to reimburse prior expenditures for the Project with proceeds of a subsequent borrowing;

WHEREAS, pursuant to Section 6586.5 of the Act, prior to the issuance of revenue bonds, notes or other evidences of indebtedness, including the Notes, the City of Burbank, as a member of the Authority and within whose boundaries the Project is to be located, has approved the financing of the Project and made a finding of significant public benefit, after a public hearing held following public notice in accordance with the Act;

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), prior to the issuance of tax-exempt revenue bonds, notes or other evidences of indebtedness, including the Notes, the City of Burbank, as the “applicable elected representative” of the governmental unit having jurisdiction over the area in which the Project is to be located, has approved the issuance of the Notes, after a public hearing held following public notice in accordance with the Code;

WHEREAS, the Notes will be issued in an aggregate principal amount not to exceed \$200,000,000 outstanding at any one time, issued as tax-exempt and/or taxable in one or more series or subseries from time to time and designated the Burbank-Glendale-Pasadena Airport Authority Commercial Paper Notes, with such series designations or other additional designations as may be necessary or appropriate;

WHEREAS, the Notes will constitute Parity Obligations under the Indenture;

WHEREAS, the Notes will be authenticated and delivered pursuant to an Issuing and Paying Agent Agreement (the “Issuing and Paying Agent Agreement”), which Issuing and Paying Agent Agreement is proposed to be entered into between the Authority and Zions Bancorporation, National Association, as issuing and paying agent (the “Issuing and Paying Agent”), and constitutes an Issuing Instrument under the Indenture;

WHEREAS, the Authority will deliver a master note (the “Master Note”) with respect to each series of Notes, evidencing the indebtedness of the Authority under such series of Notes, that is held by The Depository Trust Company, as depository under the Issuing and Paying Agent Agreement (the “Depository”);

WHEREAS, in order to provide credit support and liquidity for the payment of the principal of and interest on the Notes, the Authority has determined to enter into one or more reimbursement agreements and one or more related fee agreements (collectively, the “Reimbursement Agreements” and each a “Reimbursement Agreement”), which Reimbursement Agreement is proposed to be entered into between the Authority and each Bank (as defined herein), and constitutes a Credit Support Agreement under the Indenture;

WHEREAS, each Bank will deliver an Irrevocable Direct Pay Letter of Credit (a “Letter of Credit”) pursuant to each Reimbursement Agreement, which Letter of Credit may be drawn

upon by the Issuing and Paying Agent to pay the principal of, and interest on, each series of Notes, and constitutes a Credit Support Instrument under the Indenture;

WHEREAS, the Authority has initially selected (a) Barclays Bank PLC and (b) Sumitomo Mitsui Banking Corporation, acting through its New York Branch, as the banks providing credit and liquidity support for the Notes (each a “Bank”), and each Bank constitutes a Credit Provider under the Indenture;

WHEREAS, the Authority will issue one or more revolving notes (each, a “Bank Note”) evidencing principal and interest obligations relating to unreimbursed drawings and term loans owed to each of the Banks under the applicable Reimbursement Agreement;

WHEREAS, the Notes will initially be offered and sold pursuant to one or more dealer agreements (each, a “Dealer Agreement”), to be entered into between the Authority and Barclays Capital Inc., as dealer (the “Dealer”), for any series of Notes;

WHEREAS, in order to facilitate the offering of the Notes by the Dealer, the Authority proposes to approve, execute and deliver an Offering Memorandum (including all appendices thereto, the “Offering Memorandum”) describing each series of Notes and certain related matters;

WHEREAS, the Authority has adopted a local debt policy (the “Debt Management Policy”) that complies with California Government Code Section 8855(i), and the Authority’s sale and issuance of the Notes as contemplated by this Resolution is in compliance with the Debt Management Policy;

WHEREAS, in order to accomplish the foregoing, it will be necessary for the Authority to enter into and deliver one or more of each of the following documents, instruments and agreements, forms of which have been prepared and presented to the Authority:

- (1) Issuing and Paying Agent Agreement;
- (2) Reimbursement Agreements;
- (3) Dealer Agreement; and
- (4) Offering Memorandum; and

WHEREAS, the Authority desires to authorize the issuance and sale of one or more series of Notes on the terms authorized by this Resolution, including the execution of one or more of each of the above-identified agreements, documents and instruments and to authorize the taking of such other actions as shall be necessary to consummate the financing program described in the above-identified agreements, documents and instruments and herein;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the Burbank-Glendale-Pasadena Airport Authority (the “Commission”), as follows:

Section 1. The Commission finds and determines that the foregoing recitals are true and correct.

Section 2. The Commission hereby declares its official intent to use proceeds of the Notes or other indebtedness to reimburse itself for prior expenditures relating to the Project. Such declaration is made solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations.

Section 3. The issuance by the Authority of the Notes in accordance with the provisions, terms and conditions set forth in the Indenture and the Issuing and Paying Agent Agreement, as tax-exempt and/or taxable, in one or more series or subseries from time to time, in an aggregate principal amount not to exceed \$200,000,000 outstanding at any one time with each Note maturing not more than 270 days from its date of issuance, and bearing interest payable at maturity at a rate not to exceed 12% is hereby authorized and approved. The issuance and refunding of the Notes from time to time shall not exceed 30 years from the date of issuance of the initial series of Notes.

The issuance by the Authority of the Bank Notes (each in accordance with the provisions, terms and conditions set forth in the related Reimbursement Agreement), in an aggregate principal amount not to exceed \$218,000,000 outstanding at any one time with each Bank Note maturing not more than 5 years from the expiration date of the related Letter of Credit, and bearing interest payable at a rate not to exceed 25% is hereby authorized and approved.

Section 4. The form of the Issuing and Paying Agent Agreement, on file with the Secretary of the Authority (the “Secretary”), is hereby approved. Each of the President, the Vice President, the Secretary, the Assistant Secretary, the Executive Director, the Senior Deputy Executive Director and the Deputy Executive Director - Finance & Administration of the Authority (each, an “Authorized Representative”) is hereby authorized, and any one of the Authorized Representatives is hereby directed, for and in the name of the Authority, to execute and deliver the Issuing and Paying Agent Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Representative executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Issuing and Paying Agent Agreement by such Authorized Representative.

Section 5. The Notes shall be executed by the manual or facsimile signature of an Authorized Representative and attested by the manual or facsimile signature of the Secretary of the Authority, and shall be in the form set forth in the Issuing and Paying Agent Agreement (with such variations, omissions and insertions as may be required to conform the same to the terms of this Resolution or terms of the Issuing and Paying Agent Agreement); and when so executed, the Notes shall be delivered to the Issuing and Paying Agent for authentication by the Issuing and Paying Agent and delivery by the Issuing and Paying Agent to the purchasers thereof in accordance with written instructions executed on behalf of the Authority by any Authorized Representative, which instructions such officer is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver to the Issuing and Paying Agent and which instructions shall provide for the delivery of the Notes to the purchasers thereof upon payment of the purchaser price thereof.

Each Master Note shall be executed by the manual signature of an Authorized Representative and shall be in the form set forth in the Issuing and Paying Agent Agreement or such other form as required by the Depository (with such variations, omissions and insertions as may be required to conform the same to the terms of this Resolution or terms of the Issuing and Paying Agent Agreement); and when so executed, each Master Note shall be delivered to the

Issuing and Paying Agent for authentication by the Issuing and Paying Agent and delivery by the Issuing and Paying Agent to the Depository in accordance with written instructions executed on behalf of the Authority by any Authorized Representative, which instructions such officer is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver to the Issuing and Paying Agent.

Each Bank Note shall be executed by the manual signature of an Authorized Representative and attested by the manual signature of the Secretary of the Authority, shall be in the form set forth in the related Reimbursement Agreement (with such variations, omissions and insertions as may be required to conform the same to the terms of this Resolution or terms of the related Reimbursement Agreement), and shall be delivered to the applicable Bank.

Section 6. Each of the forms of the Reimbursement Agreements, on file with the Secretary, is hereby approved. Each of the Authorized Representatives is hereby authorized, and any one of the Authorized Representatives is hereby directed, for and in the name of the Authority, to execute and deliver one or more Reimbursement Agreements in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Representative executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Reimbursement Agreement by such Authorized Representative.

Section 7. The form of the Dealer Agreement, on file with the Secretary, is hereby approved. Each of the Authorized Representatives is hereby authorized, and any one of the Authorized Representatives is hereby directed, for and in the name of the Authority, to execute and deliver one or more Dealer Agreements for any series of Notes in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Representative executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of one or more Dealer Agreements for any series of Notes by such Authorized Representative.

Section 8. The form of the Offering Memorandum, on file with the Secretary, is hereby approved. Each of the Authorized Representatives is hereby authorized, and any one of the Authorized Representatives is hereby directed, for and in the name of the Authority, to execute and deliver the Offering Memorandum in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Representative executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Offering Memorandum by such Authorized Representative. Each of the Authorized Representatives is hereby further authorized, and any one of the Authorized Representatives is hereby directed, for and in the name of the Authority, to supplement, amend, revise, update and/or restate the Offering Memorandum from time to time as deemed necessary or advisable by the Authorized Representative, and the Offering Memorandum, as so supplemented, amended, revised, updated and/or restated, shall be filed with the members of the Commission. The Dealer is hereby authorized to distribute copies of the Offering Memorandum to persons who may be interested in the purchase of the Notes and is hereby directed to deliver copies to all actual purchasers of the Notes.

Section 9. The Commission hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be

permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

Section 10. The officers and agents of the Authority are, and each of them is, hereby authorized and directed, for and in the name of the Authority to do any and all things and to execute and deliver any and all agreements, documents, certificates and instruments, which they or any of them deem necessary or advisable in order to consummate the transactions contemplated by this Resolution and the performance of the agreements approved herein and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including in connection with the ongoing administration of the Authority's commercial paper program, the execution and delivery of the letter of representations to the Depository, any Note issuance requests or related actions, any investment of proceeds of Notes, the refunding or defeasance of any Notes, the extension, amendment or replacement of each Reimbursement Agreement (and each Letter of Credit), the removal or replacement of the Issuing and Paying Agent or the Dealer or any similar action, which may be given or taken by an Authorized Representative without further authorization or direction by the Commission.

Section 11. The President, the Vice President, the Secretary, the Assistant Secretary, the Executive Director, the Senior Deputy Executive Director and the Deputy Executive Director - Finance & Administration of the Authority are hereby designated as Authorized Representatives, as that term is defined in the Issuing and Paying Agent Agreement, the Reimbursement Agreements, and the Dealer Agreement and any such Authorized Representative, acting alone, is hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things, execute and deliver any and all certificates, statements, requests, requisitions, orders, agreements and other documents, and take any and all actions contemplated on the part of the Authority or its Authorized Representatives under the Issuing and Paying Agent Agreement, the Reimbursement Agreements, and the Dealer Agreement, that are necessary for the ongoing administration of the Authority's commercial paper program.

Section 12. All actions heretofore taken by the officers and agents of the Authority with respect to the issuance and sale of the Notes or in connection with or related to any of the agreements, documents, certificates and instruments referred to herein, are hereby approved, confirmed and ratified.

Section 13. This Resolution shall take effect from and after its adoption.

ADOPTED, this 5th day of June, 2023.

Emily Gabel-Luddy, President

ATTEST:

Ara Najarian, Secretary

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

I, Frank R. Miller, do hereby certify that the foregoing resolution was duly and regularly adopted by the Commissioners of the Burbank-Glendale-Pasadena Airport Authority at its regular meeting held on the 5th day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

Frank R. Miller, Assistant Secretary

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 5, 2023**

**PROPOSED
FISCAL YEAR 2023/2024 ("FY 2024") ANNUAL BUDGET;
AND
RESOLUTION NO. 504
OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
ADOPTING THE FY 2024 ANNUAL BUDGET**

Presented by Kathy David
Deputy Executive Director
Finance and Administration

SUMMARY

At its special meeting held on May 24, 2023, the Finance and Administration Committee ("Committee") voted unanimously (3–0) to recommend that the Commission approve the attached Resolution No. 504, and accompanying documents which adopts the proposed Fiscal Year 2023/2024 ("FY 2024") budget. This budget provides a comprehensive balanced financial program which identifies all anticipated expenditures for the next year including the estimated Operations and Maintenance expenditures, and the proposed Facility Improvement (Capital) Program. The budget identifies all proposed funding sources as detailed in the Sources of Funds Summary section of the attached documents.

Enclosed in the agenda packet is a workbook which provides detailed information regarding the FY 2024 financial budget program.

At the May 17, 2023, Airline Airport Affairs Committee meeting, the Airlines that are signatory to the current Airport Use Agreement concurred with the proposed FY 2024 budget.

RECOMMENDATION

At its special meeting held on May 24, 2023, the Committee voted unanimously (3–0) to recommend that the Commission consider and approve the proposed Resolution No. 504 which adopts the FY 2024 budget as described in Section 2 of the Resolution and authorize the President of the Authority to execute same.

RESOLUTION NO. 504

**A RESOLUTION OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
ADOPTING THE FISCAL YEAR 2023/2024 ("FY 2024") ANNUAL BUDGET**

THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY DOES
RESOLVE AS FOLLOWS:

SECTION 1. The proposed financial budget for the fiscal year commencing July 1, 2023, and ending June 30, 2024, is set forth in that certain document entitled "Burbank-Glendale-Pasadena Airport Authority Adopted FY 2023/2024 ("FY 2024") Budget Summary" and the same is hereby approved and adopted.

SECTION 2. There is hereby appropriated to each account as set forth in the "SOURCES OF FUNDS: SUMMARY," the "USES OF FUNDS: SUMMARY" and accompanying exhibits of the Burbank-Glendale-Pasadena Authority Adopted FY 2023/2024 ("FY 2024") Budget Summary, the sums shown for the categories therein set forth, and the Director, Financial Services, is hereby authorized and empowered to expend such for the purposes of such accounts subject to the review and approval of the Executive Director and/or his/her designee.

SECTION 3. The authorization granted to the Director, Financial Services, in Section 2 of this resolution is hereby made subject to the terms of the Authority's Expenditure policy.

ADOPTED, this ____ day of June 2023.

Emily Gabel-Luddy, President
Burbank-Glendale-Pasadena Airport Authority

Attest:

Frank R. Miller, Assistant Secretary

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

I, Frank R. Miller, do hereby certify that the foregoing resolution was duly and regularly adopted by the Commissioners of the Burbank-Glendale-Pasadena Airport Authority at its regular meeting held on the ____ day of June 2023 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Frank R. Miller
Assistant Secretary

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
ADOPTED FY 2023/2024 ("FY 2024") BUDGET
SUMMARY

SOURCES OF FUNDS: SUMMARY

	Adopted Budget FY 2024	Adopted Budget FY 2023	\$ Change	% Change
Rentals	\$ 18,200,000	\$ 17,775,000	\$ 425,000	2.39%
Parking	27,450,000	23,750,000	3,700,000	15.58%
Concessions	13,285,000	11,375,000	1,910,000	16.79%
Landing Fees	4,250,000	3,900,000	350,000	8.97%
Investment Income	5,450,000	3,550,000	1,900,000	53.52%
Ground Transportation	3,490,000	2,040,000	1,450,000	71.08%
Other Revenues	1,625,000	1,580,000	45,000	2.85%
Total Operating Revenues	73,750,000	63,970,000	9,780,000	15.29%
1) PFC Revenues / Reserves - Non-RPT	5,279,264	4,504,040	775,224	17.21%
1) Airport Improvement Program Grants - Non-RPT	1,657,736	3,545,960	(1,888,224)	-53.25%
CFC Reserves	400,000	-	400,000	N/A
CFC Fees: 2012 Bond Issue	4,600,000	4,000,000	600,000	15.00%
Facility Rent - RAC	1,232,433	1,030,962	201,471	19.54%
Total Nonoperating Revenues	13,169,433	13,080,962	88,471	0.68%
Total Operating & Nonoperating Revenues	86,919,433	77,050,962	9,868,471	12.81%
Federal Relief Grant Funds				
Bond P & I (2012 Issue)	-	804,930	(804,930)	-100.00%
Bond P & I (2015 Issue)	-	3,817,862	(3,817,862)	-100.00%
Total Federal Relief Grant Funds	-	4,622,792	(4,622,792)	-100.00%
Total Revenues & Federal Relief Grant Funds	86,919,433	81,673,754	5,245,679	6.42%
2) Authority Reserves / RPT Financing	157,829,049	34,225,000	123,604,049	361.15%
Total	\$ 244,748,482	\$ 115,898,754	\$ 128,849,728	111.17%

USES OF FUNDS: SUMMARY

	Adopted Budget FY 2024	Adopted Budget FY 2023	\$ Change	% Change
Bond P & I (2012 Issue)	\$ 5,832,433	\$ 5,835,892	\$ (3,459)	-0.06%
Bond P & I (2015 Issue)	4,567,500	4,564,500	3,000	0.07%
Subtotal Debt Service	10,399,933	10,400,392	(459)	0.00%
Operations and Maintenance	61,136,323	55,415,900	5,720,423	10.32%
Total Operating Expenses	71,536,256	65,816,292	5,719,964	8.69%
Facility Improvement Program				
Noise Mitigation	1,000,000	1,000,000	-	0.00%
Other Improvements	9,262,000	10,690,000	(1,428,000)	-13.36%
Replacement Passenger Terminal Project	158,579,049	34,225,000	124,354,049	363.34%
Total Facility Improvement Program	168,841,049	45,915,000	122,926,049	267.73%
Parking Tax	2,941,071	2,544,643	396,428	15.58%
Total Operating & Nonoperating Expenses	243,318,376	114,275,935	129,042,441	112.92%
Additional O & M Reserve Requirement	1,430,106	1,622,819	(192,713)	-11.88%
Total	\$ 244,748,482	\$ 115,898,754	\$ 128,849,728	111.17%

Notes:

1) Represents Passenger Facility Charge (PFC) utilization and Airport Improvement (AIP) grants for projects other than the Replacement Passenger Terminal (RPT).

2) Represents estimated FY 2024 RPT Project expenditures subject to modification as the fiscal year progresses. Initial funding of these expenditures projected with PFC approved application for design fees and initial BIL grants with the balance supported with rollover issues of Commercial Paper (CP) program until construction financing is in place and refunds outstanding CP. Construction financing may include TIFIA, GARBs, BIL, AIP, PFC, and Authority Reserves.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
ADOPTED FY 2023/2024 ("FY 2024") BUDGET
OPERATIONS & MAINTENANCE ("O & M") EXPENSES

ACCT #	DESCRIPTION	ADOPTED BUDGET FY 2024	ADOPTED BUDGET FY 2023	\$ AMOUNT CHANGE	% CHANGE
8000	Regular Wages	\$ 3,748,000	\$ 3,453,000	\$ 295,000	8.54%
8012	Overtime Wages	380,000	360,000	20,000	5.56%
8100	Sick Leave	293,000	279,000	14,000	5.02%
8102	Vacation	290,000	285,000	5,000	1.75%
8103	Payroll Taxes	400,000	378,000	22,000	5.82%
8104	Workers' Compensation Insurance	710,000	685,000	25,000	3.65%
8105	Group Insurance	702,000	581,000	121,000	20.83%
8107	Retiree Medical Trust	51,000	48,000	3,000	6.25%
8109	Holiday	255,000	238,000	17,000	7.14%
8110	Employee Retirement Plan	620,000	543,000	77,000	14.18%
8111	Employee Medical Opt Out	28,800	28,800	-	0.00%
8115	FSA Admin.	900	900	-	0.00%
8120	Certification Pay	352,000	217,000	135,000	62.21%
8125	Training Pay	13,000	12,000	1,000	8.33%
8200	Office Supplies	85,000	70,000	15,000	21.43%
8202	Periodicals, Maps and Pamphlets	13,600	7,900	5,700	72.15%
8204	Printing and Binding	14,400	13,350	1,050	7.87%
8206	Special Office / Other Supplies	117,250	110,940	6,310	5.69%
8208	Postage	16,000	14,000	2,000	14.29%
8210	Office / Noise Equipment Service	163,675	191,550	(27,875)	-14.55%
8212	Copy Machine Lease	26,600	26,600	-	0.00%
8214	Office Equipment Rent	700	700	-	0.00%
8216	Photographic Expense	250	250	-	0.00%
8252	Recruitment Expense	30,000	20,000	10,000	50.00%
8254	Membership Dues	169,220	165,470	3,750	2.27%
8256	Uniform Expense	161,000	149,840	11,160	7.45%
8258	Commission Meeting	175,000	175,000	-	0.00%
8260	Conference Meeting	163,800	108,800	55,000	50.55%
8261	Training Expense	462,500	347,050	115,450	33.27%
8302	Fuel, Oil and Lubricants	525,000	400,000	125,000	31.25%
8303	Low Value Communications Equipment	3,500	2,000	1,500	75.00%
8304	Low Value Machinery / Equipment	21,450	21,250	200	0.94%
8305	Low Value Furniture / Fixtures	32,200	12,000	20,200	168.33%
8306	Vehicle Repair / Maintenance Supplies	50,500	50,000	500	1.00%
8308	General Repair / Maintenance	120,000	150,000	(30,000)	-20.00%
8316	Shop Supplies	61,000	66,000	(5,000)	-7.58%
8318	Electrical Supplies	181,000	160,250	20,750	12.95%
8320	Plumbing, Heating and Air Conditioning	190,000	190,000	-	0.00%
8322	Building / Construction Supplies	75,000	75,000	-	0.00%
8324	Telephone Expense	375,000	320,000	55,000	17.19%
8326	Communications Maintenance	58,600	58,600	-	0.00%
8332	Industrial Chemical Supplies	14,500	14,500	-	0.00%

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
ADOPTED FY 2023/2024 ("FY 2024") BUDGET
OPERATIONS & MAINTENANCE ("O & M") EXPENSES

ACCT #	DESCRIPTION	ADOPTED BUDGET FY 2024	ADOPTED BUDGET FY 2023	\$ AMOUNT CHANGE	% CHANGE
8334	Operating / Maintenance Equipment Lease	\$ 67,650	\$ 91,300	\$ (23,650)	-25.90%
8335	Other Leases / Rentals	35,000	-	35,000	N/A
8336	Utility – Gas	90,000	55,000	35,000	63.64%
8338	Utility – Electric	1,800,000	1,600,000	200,000	12.50%
8340	Utility – Water	490,000	430,000	60,000	13.95%
8341	Sign Repair and Maintenance	115,100	110,000	5,100	4.64%
8342	Landscaping Expense	270,000	258,000	12,000	4.65%
8344	Paint Expense	167,500	167,500	-	0.00%
8604	ARFF Services	3,818,000	3,818,000	-	0.00%
8606	Tenant Janitorial Services	1,111,750	937,500	174,250	18.59%
8607	Janitorial Services	1,535,250	1,294,750	240,500	18.58%
8608	Refuse Collection	185,000	185,000	-	0.00%
8610	Contractual Building	297,000	190,000	107,000	56.32%
8612	Contractual Systems	1,710,500	1,438,500	272,000	18.91%
8620	Contractual Vehicle Maintenance	385,400	385,400	-	0.00%
8622	Other Contracted O & M Costs	1,094,978	1,052,100	42,878	4.08%
8625	Contractual Parking Ops. (Self-Park / Valet)	5,693,200	5,693,200	-	0.00%
8626	Contractual Transportation Services	3,000,000	3,000,000	-	0.00%
8702	Noise Consultants	87,000	87,000	-	0.00%
8704	Legal Services	1,200,000	1,200,000	-	0.00%
8706	Audit Services	140,000	140,000	-	0.00%
8708	Professional Management Services	17,450,000	16,035,000	1,415,000	8.82%
8709	Engineering Services	210,000	85,000	125,000	147.06%
8710	Financial Services	1,158,000	860,000	298,000	34.65%
8711	Other Professional Services	3,153,400	2,376,300	777,100	32.70%
8715	Environmental Services	242,000	202,000	40,000	19.80%
8804	Bad Debt Expense	4,000	4,000	-	0.00%
8816	Insurance	1,865,000	1,690,000	175,000	10.36%
8818	Public Relations / Advertising	110,500	104,500	6,000	5.74%
8819	Air Service Retention and Development	910,000	630,000	280,000	44.44%
8822	Licenses, Permits and Fees	362,650	341,600	21,050	6.16%
8825	Uninsured Loss	10,000	10,000	-	0.00%

TOTAL O & M EXPENDITURES	\$ 59,919,323	\$ 54,501,400	\$ 5,417,923	9.94%
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O & M EQUIPMENT AND PROJECTS

9010	Vehicles / Equipment	\$ 734,000	\$ 524,000	\$ 210,000	40.08%
9022	Other Machinery / Equipment	398,000	296,000	102,000	34.46%
9026	Office Equipment / Systems	85,000	94,500	(9,500)	-10.05%

TOTAL O & M EQUIPMENT / PROJECTS	\$ 1,217,000	\$ 914,500	\$ 302,500	33.08%
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TOTAL OPERATIONS AND MAINTENANCE	\$ 61,136,323	\$ 55,415,900	\$ 5,720,423	10.32%
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**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
ADOPTED FY 2023/2024 ("FY 2024") BUDGET
FACILITY IMPROVEMENT (CAPITAL) PROGRAM**

PROJECT DESCRIPTION	COST	FUNDED BY					
		NON-RPT PFC REVENUES	NON-RPT AIP GRANTS	CFC RESERVES	RPT: PLAN OF FINANCE ¹⁶	AIRPORT SHARE	
BUILDING IMPROVEMENTS							
1) Minor Building Improvements	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000	
2) RITC Art in Public Places	400,000	-	-	400,000	-	-	
3) Bldg. 36 Security / Ramp Access Doors Replacement	135,000	-	-	-	-	135,000	
TOTAL BUILDING IMPROVEMENTS	\$ 785,000	\$ -	\$ -	\$ 400,000	\$ -	\$ 385,000	
IT / COMMUNICATIONS / SECURITY							
4) Communications Center Equip. (carryover)	\$ 725,000	\$ -	\$ -	\$ -	\$ -	\$ 725,000	
5) Mobile Police Firearms Training Range	425,000	-	-	-	-	425,000	
6) DVSS Hardware Replacement / Upgrades	200,000	-	-	-	-	200,000	
TOTAL IT / COMMUNICATIONS / SECURITY	\$ 1,350,000	\$ -	\$ -	\$ -	\$ -	\$ 1,350,000	
EQUIPMENT							
7) ARFF Truck Replacement	\$ 1,132,000	\$ 205,164	\$ 851,836	\$ -	\$ -	\$ 75,000	
8) Airfield Maint. Equipment: Tractor Mower (carryover)	200,000	-	-	-	-	200,000	
9) Parking Revenue Control Equipment	135,000	-	-	-	-	135,000	
TOTAL EQUIPMENT	\$ 1,467,000	\$ 205,164	\$ 851,836	\$ -	\$ -	\$ 410,000	
RUNWAY / TAXIWAY / ROADWAY PROJECTS							
10) Runway 8 PAPI Relocation (completion)	\$ 275,000	\$ 275,000	\$ -	\$ -	\$ -	-	
11) Runway / Taxiway Shoulder Rehabilitation	4,510,000	4,410,000	-	-	-	100,000	
12) Landside Roadway Pavement Rehabilitation	400,000	-	-	-	-	400,000	
13) Parking Lot F Development (carryover)	175,000	-	-	-	-	175,000	
14) Preliminary Study - Parking Lot D Improvements	300,000	-	-	-	-	300,000	
TOTAL RUNWAY / TAXIWAY / ROADWAY PROJECTS	\$ 5,660,000	\$ 4,685,000	\$ -	\$ -	\$ -	\$ 975,000	
NOISE MITIGATION							
15) Part 150 Update (multi-year)	\$ 1,000,000	\$ 194,100	\$ 805,900	\$ -	\$ -	-	
TOTAL NOISE MITIGATION	\$ 1,000,000	\$ 194,100	\$ 805,900	\$ -	\$ -	-	
SUBTOTAL	\$ 10,262,000	\$ 5,084,264	\$ 1,657,736	\$ 400,000	\$ -	\$ 3,120,000	
REPLACEMENT PASSENGER TERMINAL PROJECT							
16) Replacement Passenger Terminal Project (multi-year)	\$ 158,579,049	\$ -	\$ -	\$ -	\$ 157,079,049	\$ 1,500,000	
TOTAL FACILITY IMPROVEMENT PROGRAM	\$ 168,841,049	\$ 5,084,264	\$ 1,657,736	\$ 400,000	\$ 157,079,049	\$ 4,620,000	

Notes:

- 1) Appropriations in the amount of \$250K have been included to address small projects.
- 2) Fulfillment of Art in Public Places requirement at the Regional Intermodal Transportation Center (RITC) (\$400K).
- 3) Building 36 Security / Ramp Access Doors Replacement: To replace aging security / ramp access doors (\$135K).
- 4) Communications Equipment Replacement: (\$525K Console Replacement - completion; \$200K Emergency Alert Phone Replacement).
- 5) Mobile Police Firearms Training Range: Allows for on-site completion of required range qualification training (\$425K).
- 6) Digital Video Surveillance System (DVSS): Installation of new and replacement equipment (\$200K).
- 7) ARFF Truck Replacement: Pending AIP Grant and delivery lead times.
- 8) Airfield Maintenance Equipment: Replacement tractor mower due to age of existing equipment. Carryover from FY 2023 due to supply chain issues.
- 9) Parking Revenue Control Equipment: Upgrades and added equipment (\$135K).
- 10) Runway 8 PAPI Relocation: \$275K programmed in FY 2024 for project completion.
- 11) Runway / Taxiway Shoulder Rehabilitation: Design revised due to scope modification. \$4,510,000 programmed in FY 2024 for construction.
- 12) Landside Roadway Pavement Rehabilitation: \$400K programmed in FY 2024 to primarily address pavement deterioration.
- 13) Parking Lot F Development: Construction to commence FY 2023. \$175K programmed in FY 2024 for project completion.
- 14) Preliminary Study Parking Lot D Improvements: Evaluation of a project to improve utilization and access to parking Lot D (\$300K).
- 15) Part 150 Update (multi-year): Pending AIP Grant, \$1,000,000 programmed in FY 2024.
- 16) Replacement Passenger Terminal Project (multi-year):

Funded by RPT: Plan of Finance (see note below)

Program Manager (Jacobs)
Design PDB (HPTJV)
Precon./ Construction Work PDB (HPTJV)
Support Services (Financial, Technical, Legal, Other)

Forecasted FY 2024	
\$	8,287,579
	23,597,514
	123,483,956
	1,710,000
\$	157,079,049

Funded by Airport Share

Commercial Paper (CP) Program Fees

Forecasted FY 2024 Project Expenditures

	1,500,000
\$	158,579,049

Note: Anticipated Plan of Finance funding sources include AIP, PFC, BIL, CP program, TIFIA loan, GARB issuance, and Authority Reserves.

Hollywood Burbank Airport

REVENUE PASSENGERS

	April			January - April		
	2023	2022	% Change	2023	2022	% Change
Signatory Airlines						
Alaska Airlines	59,422	41,865	41.94%	188,095	122,800	53.17%
American Airlines	40,771	29,511	38.16%	149,455	103,989	43.72%
Avelo Airlines	28,213	32,703	-13.73%	96,527	116,656	-17.26%
Delta Airlines	12,316	16,269	-24.30%	49,722	57,322	-13.26%
Flair Airlines	0	2,259	-100.00%	0	4,013	-100.00%
JetBlue Airways	6,620	17,164	-61.43%	24,531	47,304	-48.14%
Southwest Airlines	321,840	347,480	-7.38%	1,157,501	1,127,322	2.68%
Spirit Airlines	18,101	7,085	155.48%	61,884	27,809	122.53%
United Airlines	19,278	10,337	86.50%	72,592	42,213	71.97%
Non-Signatory Airlines						
Frontier Airlines	0	8,465	-100.00%	5,482	34,836	-84.26%
Total Revenue Passengers	506,561	513,138	-1.28%	1,805,789	1,684,264	7.22%
Inbound (deplaned)	253,650	257,148	-1.36%	903,461	842,677	7.21%
Outbound (enplaned)	252,911	255,990	-1.20%	902,328	841,587	7.22%

AIRCRAFT OPERATIONS

	April			January - April		
	2023	2022	% Change	2023	2022	% Change
Landings & Takeoffs						
Air Carrier	5,220	5,487	-4.87%	20,006	20,557	-2.68%
Air Taxi	2,114	1,944	8.74%	8,526	7,260	17.44%
General Aviation	2,002	2,321	-13.74%	7,141	8,981	-20.49%
Military Itinerant	52	49	6.12%	144	131	9.92%
Subtotal	9,388	9,801	-4.21%	35,817	36,929	-3.01%
Pass Through BUR Airspace						
Civil Local	2,756	2,179	26.48%	8,261	9,365	-11.79%
Military Local	0	0	N/A	0	0	N/A
Subtotal	2,756	2,179	26.48%	8,261	9,365	-11.79%
Total Aircraft Operations	12,144	11,980	1.37%	44,078	46,294	-4.79%

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

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

General Aviation: Civil aviation operations for personal use

Military Itinerant: Military aviation activities

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

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

Hollywood Burbank Airport

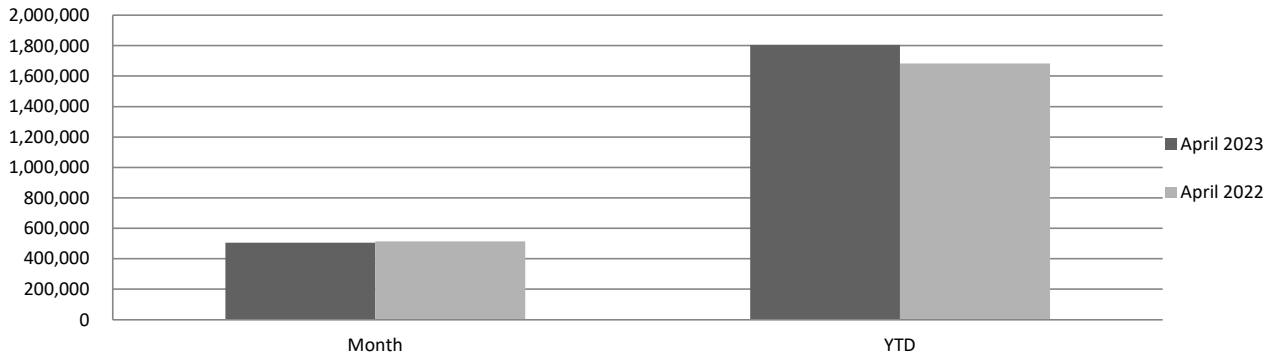
AIR CARGO (lbs.)

	April			January - April		
	2023	2022	% Change	2023	2022	% Change
Signatory Airlines						
Alaska Airlines	1,579	1,432	10.27%	7,994	3,524	126.84%
American Airlines	13	0	N/A	13	310	-95.81%
Avelo Airlines						
Delta Airlines						
Flair Airlines						
JetBlue Airways						
Southwest Airlines	80,181	167,590	-52.16%	328,723	1,032,580	-68.16%
Spirit Airlines						
United Airlines	69,197	0	N/A	69,262	0	N/A
Non-Signatory Airlines						
Frontier Airlines						
Other Scheduled Carriers						
Federal Express	2,469,499	3,999,199	-38.25%	10,236,725	15,320,973	-33.18%
United Parcel Service	2,878,411	3,891,059	-26.02%	12,674,550	15,899,041	-20.28%
Charter/Contract Carriers						
Ameriflight	148,180	167,037	-11.29%	578,983	685,208	-15.50%
Total Air Cargo	5,647,060	8,226,317	-31.35%	23,896,250	32,941,636	-27.46%
Inbound (deplaned)	2,745,367	4,159,618	-34.00%	12,031,176	16,481,680	-27.00%
Outbound (enplaned)	2,901,693	4,066,699	-28.65%	11,865,074	16,459,956	-27.92%

MAIL (lbs.)

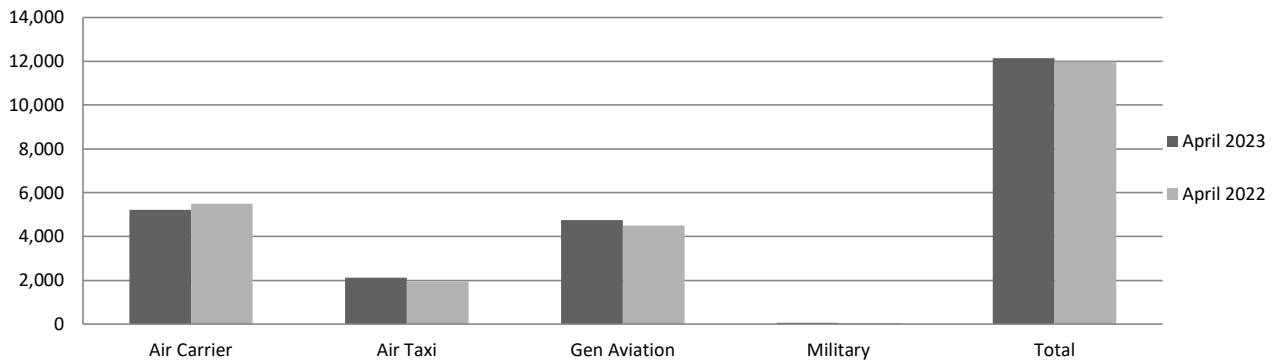
	January			YTD		
	2023	2022	% Change	2023	2022	% Change
	0	0	N/A	0	0	N/A
Total Mail	0	0	N/A	0	0	N/A
Inbound (deplaned)	0	0	N/A	0	0	N/A
Outbound (enplaned)	0	0	N/A	0	0	N/A

Revenue Passengers



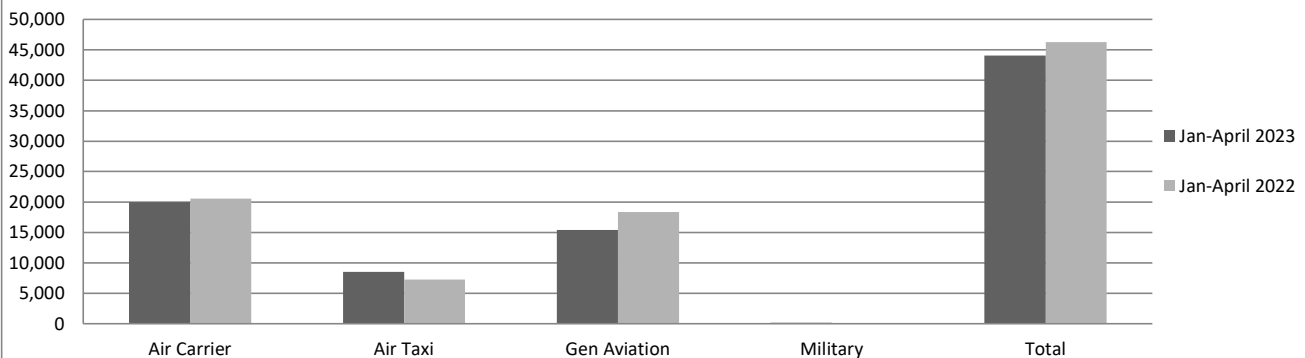
Revenue Passengers	Month	YTD
April 2023	506,561	1,805,789
April 2022	513,138	1,684,264
% Change	-1.28%	7.22%

Aircraft Operations - Month



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
April 2023	5,220	2,114	4,758	52	12,144
April 2022	5,487	1,944	4,500	49	11,980
% Change	-4.87%	8.74%	5.73%	6.12%	1.37%

Aircraft Operations - Year-to-Date



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-April 2023	20,006	8,526	15,402	144	44,078
Jan-April 2022	20,557	7,260	18,346	131	46,294
% Change	-2.68%	17.44%	-16.05%	9.92%	-4.79%

Hollywood Burbank Airport

REVENUE PASSENGERS

	April			January - April*		
Signatory Airlines	2023	2019	% Change	2023	2019	% Change
Alaska Airlines	59,422	48,190	23.31%	188,095	170,797	10.13%
American Airlines	40,771	31,145	30.91%	149,455	110,192	35.63%
Avelo Airlines	28,213	0	N/A	96,527	0	N/A
Delta Airlines	12,316	13,756	-10.47%	49,722	68,706	-27.63%
Flair Airlines	0	0	N/A	0	0	N/A
JetBlue Airways	6,620	22,464	-70.53%	24,531	81,733	-69.99%
Southwest Airlines	321,840	345,728	-6.91%	1,157,501	1,330,965	-13.03%
Spirit Airlines	18,101	0	N/A	61,884	19,832	212.04%
United Airlines	19,278	24,744	-22.09%	72,592	101,052	-28.16%
Non-Signatory Airlines						
Frontier Airlines	0	0	N/A	5,482	0	N/A
Total Revenue Passengers	506,561	486,027	4.22%	1,805,789	1,883,277	-4.11%
Inbound (deplaned)	253,650	241,110	5.20%	903,461	939,324	-3.82%
Outbound (enplaned)	252,911	244,917	3.26%	902,328	943,953	-4.41%

AIRCRAFT OPERATIONS

	April			January - April		
	2023	2019	% Change	2023	2019	% Change
Landings & Takeoffs						
Air Carrier	5,220	5,104	2.27%	20,006	20,669	-3.21%
Air Taxi	2,114	1,899	11.32%	8,526	7,670	11.16%
General Aviation	2,002	2,844	-29.61%	7,141	10,328	-30.86%
Military Itinerant	52	53	-1.89%	144	166	-13.25%
Subtotal	9,388	9,900	-5.17%	35,817	38,833	-7.77%
Pass Through BUR Airspace						
Civil Local	2,756	2,220	24.14%	8,261	8,956	-7.76%
Military Local	0	0	N/A	0	0	N/A
Subtotal	2,756	2,220	24.14%	8,261	8,956	-7.76%
Total Aircraft Operations	12,144	12,120	0.20%	44,078	47,789	-7.77%

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

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

General Aviation: Civil aviation operations for personal use

Military Itinerant: Military aviation activities

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

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

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

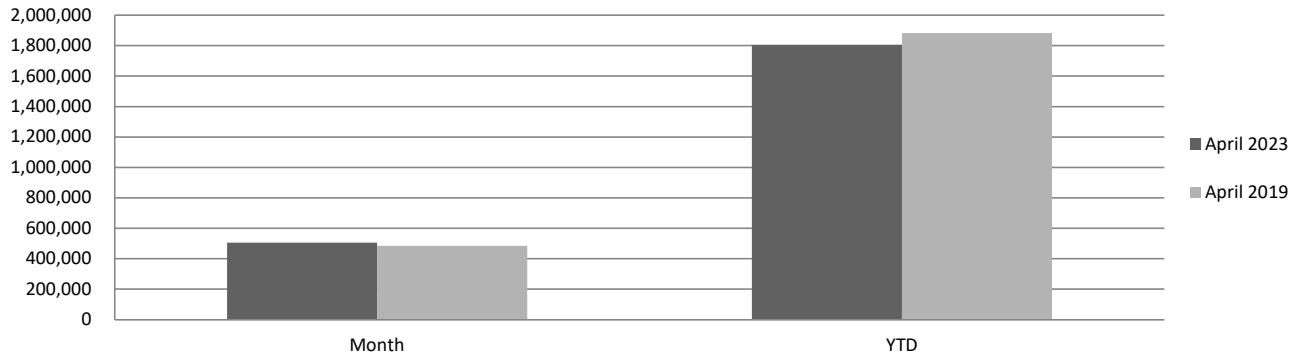
Hollywood Burbank Airport

AIR CARGO (lbs.)	April			January - April*		
Signatory Airlines	2023	2019	% Change	2023	2019	% Change
Alaska Airlines	1,579	697	126.54%	7,994	1,523	424.89%
American Airlines	13	11	N/A	13	29	-55.17%
Avelo Airlines						
Delta Airlines						
Flair Airlines						
JetBlue Airways						
Southwest Airlines	80,181	162,698	-50.72%	328,723	691,173	-52.44%
Spirit Airlines						
United Airlines	69,197	0	N/A	69,262	1,144	5954.37%
Non-Signatory Airlines						
Frontier Airlines						
Other Scheduled Carriers						
Federal Express	2,469,499	4,603,744	-46.36%	10,236,725	16,194,446	-36.79%
United Parcel Service	2,878,411	3,674,266	-21.66%	12,674,550	16,118,477	-21.37%
Charter/Contract Carriers						
Ameriflight	148,180	208,421	-28.90%	578,983	912,818	-36.57%
Total Air Cargo	5,647,060	8,649,837	-34.71%	23,896,250	33,919,610	-29.55%
Inbound (deplaned)	2,745,367	4,117,437	-33.32%	12,031,176	17,435,138	-30.99%
Outbound (enplaned)	2,901,693	4,532,400	-35.98%	11,865,074	16,484,472	-28.02%

MAIL (lbs.)	April			January - April		
	2023	2019	% Change	2023	2019	% Change
American Airlines	0	0	N/A	0	6,032	-100.00%
Total Mail	0	0	N/A	0	6,032	-100.00%
Inbound (deplaned)	0	0	N/A	0	3,016	-100.00%
Outbound (enplaned)	0	0	N/A	0	3,016	-100.00%

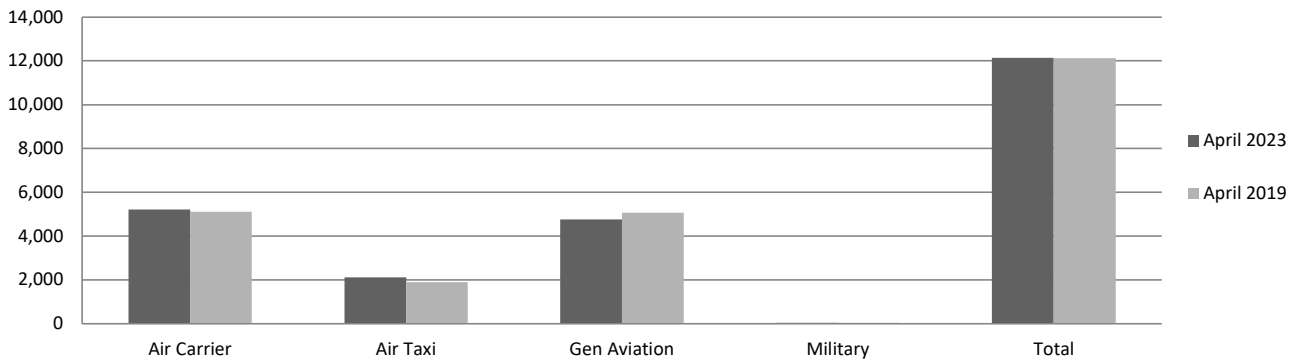
* 2019 Year-to-Date numbers include January - February 2020, and March - April 2019 totals.

Revenue Passengers



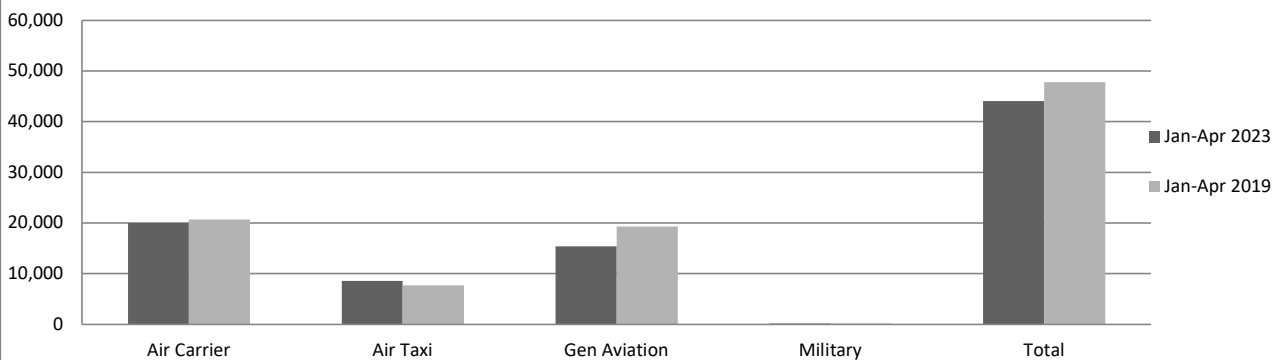
Revenue Passengers	Month	YTD
April 2023	506,561	1,805,789
April 2019	486,027	1,883,277
% Change	4.22%	-4.11%

Aircraft Operations - Month



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
April 2023	5,220	2,114	4,758	52	12,144
April 2019	5,104	1,899	5,064	53	12,120
% Change	2.27%	11.32%	-6.04%	-1.89%	0.20%

Aircraft Operations - Year-to-Date



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Apr 2023	20,006	8,526	15,402	144	44,078
Jan-Apr 2019	20,669	7,670	19,284	166	47,789
% Change	11.16%	-30.86%	-20.13%	-13.25%	-7.77%

BURBANK HOLLYWOOD AIRPORT

CONSOLE UPGRADE - ICI CONNECTIVITY**MAY 19, 2023****PS-000120863**

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May 19, 2023

Carlos Villaneda
Burbank Hollywood Airport
2627 N. Hollywood Way,
Burbank, CA 91505

Subject: Console Upgrade - ICI Connectivity

Dear Mr. Villaneda,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide Burbank Hollywood Airport with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for upgrade your current MCC5500 Consoles and provides:

- (4) MCC 7500E Dispatch Consoles
- (2) ACX7024 MPLS Routers
- (4) Year Advanced Plus Services Package with SUA II

This proposal consists of this cover letter and the Communications System Service Agreement (CSSA), together with its Exhibits and Addendum. This proposal shall remain valid until 3/31/2023. Burbank Hollywood Airport may accept the proposal by delivering to Motorola the CSSA signed by Carlos Villaneda. Alternatively, Motorola Solutions would be pleased to address any concerns Burbank Hollywood Airport may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Denis Redzepagic at 619-577-3619, denis.redzepagic@motorolasolutions.com.

We thank you for the opportunity to furnish Burbank Hollywood Airport with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in blue ink, appearing to read "Michael Bravo".

Michael Bravo
Territory Sales Manager

SECTION 1

SYSTEM DESCRIPTION

1.1 OVERVIEW

Motorola Solutions, Inc. (Motorola Solutions) proposes our MCC 7500E dispatch console to provide Burbank Airport with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides Burbank Airport with sophisticated network management and easy migration to future capabilities.

1.2 PROPOSED SYSTEM

The Proposed System calls for (4) MCC 7500E Dispatch Positions to be located at the Million Air building. The dispatch location will be networked to the ICI System Core via (2) customer provided Ethernet connections. In addition to this, Motorola has included (2) MPLS routers to support Layer 3 routing necessary to integrate into the ICI system.

The Dispatch system includes the following:

- (4) MCC 7500E dispatch positions, each consisting of:
 - 22" Touch-Screen Monitor
 - CommandCentral Hub
 - Footswitch
 - (2) Headset Jackboxes
 - (2) Monaural Headsets
 - (2) Speakers
 - ADP/AES/DES-OFB Encryption
 - Enhanced Instant Recall Recorder
 - CRYPTR Module
 - Keyboard and Mouse
- (1) Conventional Channel Gateways (CCGW) providing for connection to Burbank Airport's 3 existing consolettes via ACIM for conventional fallback
- (1) Conventional Site Controller (CSC) for conventional fallback
- (2) Site Switches
- (2) Site Gateways
- (2) Juniper ACX7024 MPLS Routers
- (1) KVL 5000 and Accessories
- Device Licenses for operation on the ICI system

No changes to the existing RF infrastructure are included with this proposal. The existing RF system will be connected to the Dispatch system via CCGW for use as conventional



fallback if Burbank airport loses all connectivity to the ICI core. In the event this should happen, Burbank Airport users will need to switch from operating on the ICI network to operating on the legacy system.

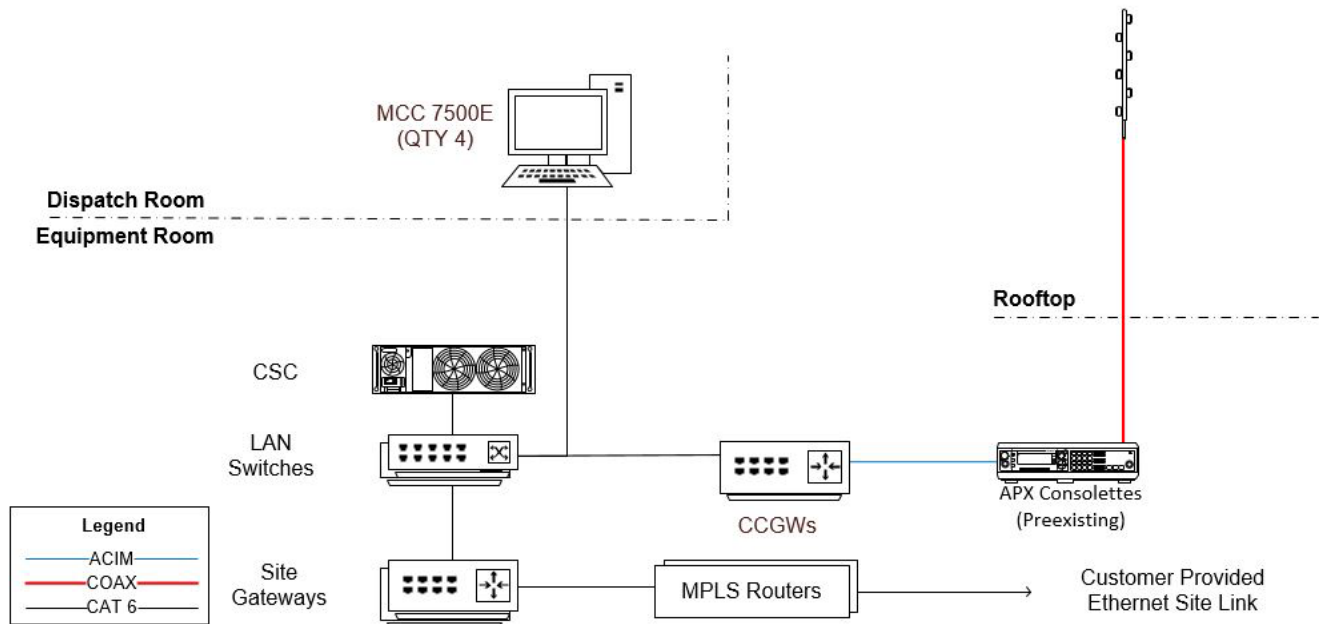


Figure 1-1 – Proposed System Diagram

1.3 MCC 7500E DISPATCH CONSOLE

The proposed solution offers Burbank Airport a total of (4) MCC 7500E dispatch positions which interface to and are managed by the ICI System core. The figure titled “MCC 7500E Dispatch Position” shows an MCC 7500E operator position.



Figure 1-2: The MCC 7500E Dispatch Position with CommandCentral Hub

Motorola Solutions is an active participant in establishing P25 standards for interoperability. The proposed console is a key component for the interoperability of the ASTRO 25 system. When a situation requires coordination between multiple agencies, the proposed dispatcher can patch together Mutual Aid radios and required subscribers on the ASTRO 25 system (see the figure titled "Mutual Aid Components").

Incident conversations are seamless from the moment of the patch initiation. The dispatcher can also take part in and monitor conversations for the duration of the incident, as necessary.

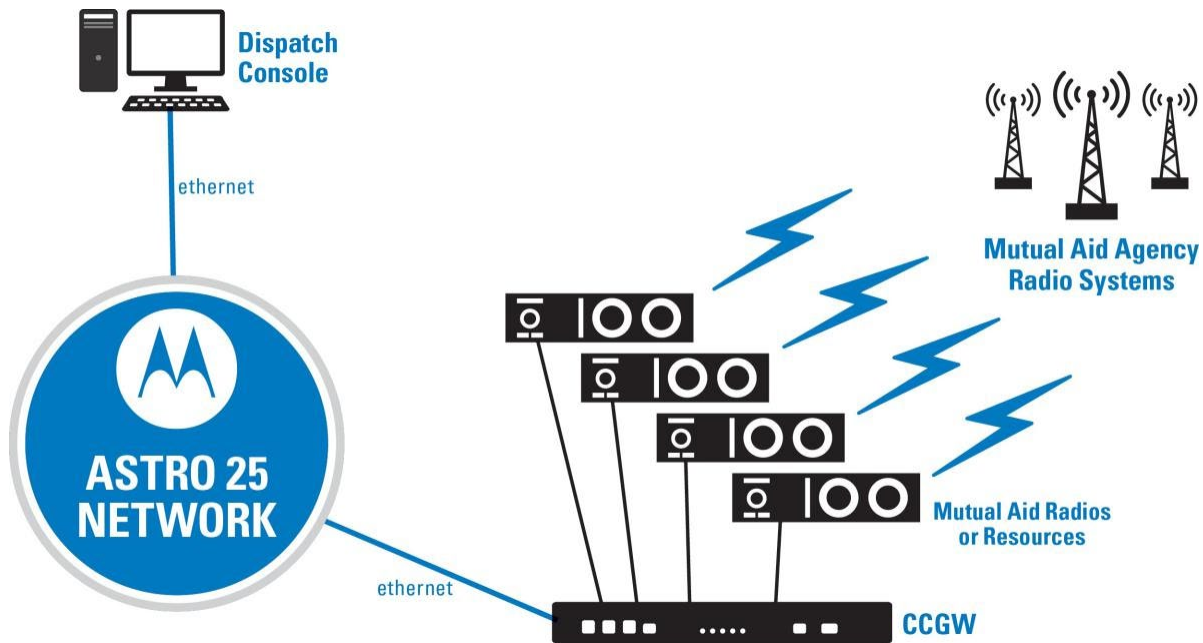


Figure 1-3: Mutual Aid Components - Mutual Aid agency radio systems connect to the ASTRO 25 network through a CCGW.

1.3.1 Conventional Base Station Interfaces

The proposed consoles will have the ability to access and control Burbank Airport's existing APX Consolettes through the use of Enhanced Conventional Channel Gateways (ECCGW). The MCC 7500E console processes audio received from the stations and controls various features on the stations, such as frequency selection and private line selection.

1.4 MAKING CONSOLES EASY TO OPERATE

Motorola Solutions designs its proposed console to provide mission-critical audio between the dispatcher and users in the field.

1.4.1 Customizable Dispatch Interface

The proposed MCC 7500E console provides dispatchers with a graphical user interface (GUI) that can be customized by agency or by individual users to optimize user efficiency. Based on dispatcher preference, the proposed GUI can be customized to show details conventional RF channels on a per-channel basis.

Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user.

Elite Dispatch Graphical User Interface

The proposed Elite Dispatch GUI is an enhanced version of Motorola Solutions' Gold Elite Dispatch GUI. For existing Gold Elite users, the GUI allows a smooth transition and minimal training for dispatchers. For new users, the graphical icons and customization options make the proposed console GUI easy to learn and operate.

1.4.2 Standard Radio Transmission and Reception

The proposed dispatch position has a microphone and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added to a console allowing dispatchers to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

Receiving Calls from the Field and Other Dispatchers

The proposed console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. Each dispatcher can define his or her own audio reception profile by selecting a single audio source, to be heard on a selected speaker or headset (Single Select). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker or headset (Multi- Select).

Initiating Calls to the Field and Other Dispatchers

The dispatcher has several different ways of initiating a call. In most circumstances, a General Transmit is appropriate. With the General Transmit, the dispatcher selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button. If the dispatcher needs to quickly transmit on a resource that is not selected, the dispatcher uses the Instant Transmit function.

Audio Communication to the Field and Other Dispatchers

The dispatcher can transmit audio in different ways. They can make calls to all users listening to a specific conventional radio resource. When multiple resources are required, the dispatcher can select additional conventional channels, as needed using the Multi-Select feature.

Controlling Console Audio

The proposed console offers dispatchers several different ways of controlling or muting the audio on their consoles, such as the following:

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.
- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.
- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

1.4.3 Radio Patch Control

The dispatcher can patch communication between conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group.

Setting up a Standard Patch

Patches are supported between conventional resources. After the patch is created, the dispatch position transmits all audio on one resource to all other resources in the patch group. Patches are automatically reestablished, if interrupted, so the dispatcher can concentrate on continuing operations.

Predefined Patches

Patches can be predefined and automatically reinitiated each time a dispatch position computer is restarted (Patch Auto-Start).

1.4.4 Call Management and Control

The dispatcher can use the following functionality to manage and control audio for different types of calls between the dispatch position and radio users or other dispatchers.

Standard Call Indications

The dispatch position indicates the availability of any given resource, regardless of whether the resource is involved in a transmission. An inbound call indication provides the dispatcher with a visual cue of audio activity on a radio resource and allows a dispatcher to see at a glance what the status of a resource is at any moment.

1.5 PROTECTING CONSOLES AND COMMUNICATIONS

The console enables end-to-end encryption from the dispatcher to the ASTRO 25 network, so that Burbank Airport's communications will not be undermined by unencrypted transmissions. Each dispatcher is able to fully participate in secure communications while being confident that sensitive, vital information is not heard by unauthorized individuals.

1.5.1 Secure Access to the Console

To use the dispatch position, a dispatcher must enter a valid radio system user account name and password. The dispatch position validates that information with the radio system's network manager and allows the dispatcher to access only the resources for which the user has access rights. This also applies to third-party applications that use the dispatch console's API.

1.5.2 Secure Communications at the Console

The proposed console has the ability to encrypt and decrypt radio voice messages. Radio voice messages are encrypted from end-to-end between the radio user to the dispatch position. If configured to do so and the consoles are loaded with the appropriate keys, the dispatcher can choose whether to encrypt their transmissions on a particular resource.

1.6 DISPATCH CONSOLE SOLUTION COMPONENTS

The proposed components are connected together and to the ICI System Core on an IP network through console site routers and switches. The console connects directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption (if applicable), and switching intelligence for dispatch are performed within each software-based dispatch position without additional centralized electronics.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

1.6.1 MCC 7500E Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in the figure titled "MCC 7500E Dispatch Position." The following list describes the components included in the proposed configuration.

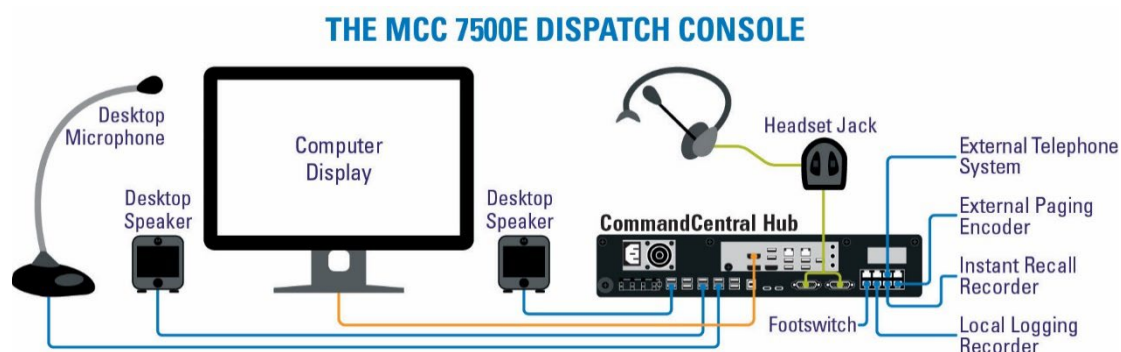


Figure 1-4: MCC 7500E Dispatch Position.
CommandCentral Hub

The CommandCentral Hub provides the Windows-based computing platform for the dispatch client and also USB and analog interfaces for the various peripheral devices that can be connected to a dispatch client.

Computer Display

The dispatch position will use a 22" Computer Display with TouchScreen.

Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop Speakers

(2) audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific channel or set of channels. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

Headset Jack

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Headset

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.

Gooseneck Microphone

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

Redundant Backhaul Connections

The redundant Backhaul connections increase MCC 7500E console availability by protecting against the loss of multiple dispatch positions. In the event of a LAN switch failure, the system will automatically detect and switchover with no manual intervention required. Dispatching operations will not be interrupted. The dual site switches and dual site routers will be connected to the customer provided dual Ethernet links back to the ICI System Core.

1.6.2 Spares

Additional hardware spares for the site routers, site LAN switches, or console positions are not part in the equipment list; however, Network Hardware Repair with Advanced Replacement service is included and discussed in section 6.2.3 of this proposal.

1.7 MPLS BACKHAUL

Motorola Solutions is proposing MPLS WAN Backhaul Network using the Juniper ACX7024 routers. These routers would be deployed at the Million Air building and the tower backup dispatch locations to transport ASTRO network to and from ICI's Primary and DSR Master Sites.

ACX7024, from the ACX7000 line, is an industrial-rated (i-temp), compact, fixed, 1 U (24 cm deep), high-performance multiservice router. Next-generation silicon delivers 360 Gbps of throughput, a comprehensive feature set, and the scale needed to support the performance and bandwidth requirements of today and tomorrow. ACX7024 fixed ports include 24 multi-rate (SFP28) ports, each configurable as 1GbE, 10GbE, and 25GbE, enabling operators to perform today's most common upgrades on a port-by-port basis. An additional 4 fixed (QSFP-28) 100GbE uplinks are available to support scale.

The ACX7024 incorporates 6 integrated fans (5+1 redundancy) for front-to-back and side-to-side (with baffle) airflow. It comes with 2x field replaceable AC (as included in this proposal to Burbank Airport) or DC power supplies (1+1 redundancy). Cost-effective and efficient thermal design enables unrestricted high-power 100GbE ZR transceiver use across all supporting ports. It supports next-generation protocols, including segment routing, SRv6, MPLS, and Ethernet VPN (EVPN)—Virtual Extensible LAN (VXLAN), and any overlay, underlay, or service. It delivers service-assured network slicing, network intelligence, and Juniper Paragon Automation for network efficiency and operational simplicity.

One ACX7024 MPLS spare router is included in this proposal.



Figure 1: Juniper ACX7024 Chassis

1.7.1 Ethernet Site Link Service Level Agreement and Test

Before cutting over the new MCC 7500E Burbank Airport dispatch positions, Motorola will test Airport's provided Ethernet Site Links utilizing the ITU-T Y.1564 testing method to ensure proper operation based on ASTRO design specifications.

If the Y.1564 test does not pass over Airport's provided Ethernet Site Link, Motorola will provide the Service Level Agreement specifications and resulting test report to the Airport. Since Motorola does not manage Airport's fiber network or Airport's leased Metro Ethernet,

Burbank Airport will lead the resolution of failed Ethernet Site Links for Motorola to re-test. Up to one ITU-T Y.1564 re-test is included in this proposal.

While the actual Ethernet Site Link Service Level Agreement specifications depend on Burbank Airport's fleetmap and number of trunking and conventional resources, the backhaul is expected to support the following parameters between ICI and Burbank Airport Dispatch Site.

- Support end-to-end Layer 3 Quality of Service, using a minimum of 2 QoS levels.
- At least 3Mbps Committed Information Rate (CIR) or bandwidth
- Less than 40ms of end-to-end latency
- Less than 20ms of end-to-end jitter
- Less than 0.01% of packet loss

Motorola can be contracted by Burbank Airport to help trouble shoot, root cause, and rectify Airport provided Ethernet Site Links to meet ASTRO links specifications in a separate proposal or Change Order.



SECTION 2

EQUIPMENT LIST

2.1 INFRASTRUCTURE

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0323	ASTRO MASTER SITE
1	CA03517AD	ADD: CORE EXPANSION
1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY
1	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
1	B1949	MCC 7500E SOFTWARE DVD
4	B1948	MCC 7500E DISPATCH POSITION LICENSE
4	UA00653AA	ADD: BASIC CONSOLE OPERATION
4	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATIO
4	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
4	UA00658AA	ADD: SECURE OPERATION
4	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
4	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
4	UA00661AA	ADD: ENHANCED IRR
12	B1952	SPEAKER, DESKTOP, USB
12	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4
4	B1951	MICROPHONE, DESKTOP, USB
4	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4
4	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
4	B1956	COMMANDCENTRAL HUB, W/CLIENT PC
4	CA03547AA	ADD: BRACKET, MOUNTING 2RU
4	CA03583AA	ADD: FOUR CABLES, POWER 24VDC
4	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
4	CA03572AA	ADD: CABLE RETENTION BRACKET
4	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOL
4	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR R
4	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS
4	T7885	MCAFFEE WINDOWS AV CLIENT
4	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH
8	B1913	MCC SERIES HEADSET JACK
8	RLN6099A	HDST MODULE BASE W/PTT, 25 FT CBL
8	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANC
4	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH



QTY	NOMENCLATURE	DESCRIPTION
4	DSACPS6N120SN2TT	AC POWER STRIP, 6 OUTLETS, SASD PRO
4	SQM01SUM0292	CRYPTR
4	CA02066AA	AC Line Cord, North America
4	CA02954AA	ADD: SECURE OPERATION
4	CA03440AA	ADD: MCC7500E CRYPTR DES-OFB &ADP
4	T8490	MCC7500 CRYPTR SOFTWARE CD UPGRADE
4	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNE
2	CLN1868	2930F 24-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
2	T8492	SITE ROUTER & FIREWALL- AC
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03448AA	ADD: STATEFUL FIREWALL
1	T8810	STANDALONE DSC 8000 CONTROLLER
1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1
1	CA03801AA	ADD: DSC 8000 CONVENTIONAL SITE CON
1	CA03832AA	ADD: NM/DISPATCH CONVENTIONAL SITE
1	UA00787AA	ADD: DSC 8000 CONVENTIONAL SITE CON
1	T8811	DSC AC POWER SUPPLY CHASSIS
1	CA03534AA	ADD: DSC AC POWER CABLE - US, 6 FT.
1	CA03800AA	ADD: SINGLE POWER SUPPLY FOR DSC
1	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY
1	CA03714AA	ADD: AC POWER
3	CA03717AA	ADD: ACIM INTERFACE
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LI
2	DSACPDU6N120SN2TT	AC PDU, RACKMOUNT, 6 OUTLETS, SASD
4	DSIGCBLPWRC15MHTMP	2.5M 13A/125V PWR CORD AC C15M STRA
2	DSJACX7024AC1Y	ACX7024 AC 1 YEAR CORE + BUNDLE
1	DSJJNP100GDAC1M	QSFP28 100G DAC 1M
8	DSJSFP1GET	SFP 1GE BASE-T TRANSCEIVER, ROUTING
4	DSIGSFP1GELX	SFP OPTIC MODULE - 1G LX
1	DSJACX7024AC1Y	ACX7024 AC 1 YEAR CORE + BUNDLE
4	DSJSFP1GET	SFP 1GE BASE-T TRANSCEIVER, ROUTING
1	T8476B	KVL 5000
1	CA00182AW	ADD: AES ENCRYPTION SOFTWARE
1	CA03358AA	ADD: ASTRO 25 MODE
1	X423AG	ADD: DES/DES-XL/DES-OFB ENCRYPTION

QTY	NOMENCLATURE	DESCRIPTION
1	CA03467AA	ADD: NORTH AMERICA MICRO USB CHARGE
1	CA01603AA	ADD: USB COMM/CHARGE CABLE W/ CUP
1	DQUUSBOTG	STARTECH.COM 5IN MICRO USB TO USB O
1	PS000339A01	POWER SUPPLY WALL CUBE,AC,DC,7.5W,1
1	WPLN6904A	KEYLOAD CABLE FOR APX7000
1	PMKN4013C	PROGRAMMING, TEST & ALIGNMENT CABLE
1	HKN6183B	CABLE, CH PROGRAMMING RS-232 (GCAI)
1	TKN8531C	CABLE FOR RNC, DIU MGE



SECTION 3

IMPLEMENTATION SERVICES

3.1 STATEMENT OF WORK

Motorola is proposing to Burbank Hollywood Airport the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Million-Air Building	(4) MCC7500E Dispatch Consoles

The document delineates the general responsibilities between Motorola and Burbank Hollywood Airport as agreed to by contract.

Tasks	Motorola Solutions	Burbank Hollywood Airport
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8:00 a.m. to 4:30 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		



Tasks	Motorola Solutions	Burbank Hollywood Airport
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	X
Present equipment layout plans and system design drawings.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		



Tasks	Motorola Solutions	Burbank Hollywood Airport
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary buildings and equipment shelters for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Provide adequate electrical power in proper phase and voltage at sites.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that required rack space is available for installation of the new equipment.		X
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		

Tasks	Motorola Solutions	Burbank Hollywood Airport
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Receive solution equipment.		X
Inventory solution equipment.	X	X
Deliverable: Solution equipment received and ready for installation.		
General Installation		
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Provide fiber links between dispatch locations.		X
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Power up, load application parameters and program equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	

Tasks	Motorola Solutions	Burbank Hollywood Airport
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
Ethernet Backhaul Connectivity		
Provide two (2) Ethernet connections between Burbank Airport and ICI		X
Perform Ethernet connectivity testing to insure required throughput.	X	
Trouble shoot and resolve Ethernet Site Link issues, if Airport provided Ethernet connection does not pass the ASTRO Ethernet Site Link Service Level Agreement.		X
Deliverable: Ethernet backhaul installation completed		
Console Installation and Configuration		
Connect console to Ethernet demarcation points.	X	
Install new console PC workstation w/ keyboard and mouse, monitor and console accessories.	X	
Provide required radio ID and alias information to enable alias database setup for interface to consoles.		X
Perform console programming and configuration for new console using existing template from the current dispatch positions.	X	
Deliverable: Console equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	

Tasks	Motorola Solutions	Burbank Hollywood Airport
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Document the results of the acceptance tests and present to the Customer for review.	X	
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.		X
Provide programming of user radios and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.		X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X

Tasks	Motorola Solutions	Burbank Hollywood Airport
Begin dispatching from new dispatch console.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty and Service		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty and additional support/lifecycle services which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer.		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> ▪ Site Block Diagrams. ▪ Site Floor Plans. ▪ Site Equipment Rack Configurations. ▪ ATP Test Checklists. ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. ▪ Console Programming Template (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

3.2 ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal. During Design Review, Motorola will review the listed assumptions with Burbank Airport. In the event that additional scope is required outside of the proposed equipment or services, Motorola may present a Change Order to Burbank.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Customer is responsible for all Ethernet connections between the Burbank Console equipment and the ICI system. Motorola will only provide, install and test MPLS equipment at each access point.
- No Backup Power is provided as part of this proposal.
- Customer will be provided dual leased line Ethernet links back to the ICI system core.
- Any site/location upgrades or modifications are the responsibility of the customer.
- Any tower stress analysis or tower upgrade requirements are the responsibility of the customer.
- Approved FCC licensing provided by the customer.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No coverage guarantee is included in this proposal. Customer has assured Motorola that ICI provides all necessary areas with sufficient coverage.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- No logging solution is provided as part of this proposal.
- MCC 7500E dispatch positions will be loaded and operated with Motorola certified ELITE software. Any other custom software or special build configuration is not supported.
- Additional hardware spares are not included in this proposal.
- Auxiliary input/output device, typically used to monitor and control door and gate access, is not included in this proposal.

3.3 PRELIMINARY PROJECT SCHEDULE

The estimated time for completion of the project is 16 months from Project Kickoff through Final Project Acceptance. This preliminary schedule considers fluid and dynamic extended third party equipment lead times or product shortages outside of Motorola's control. A detailed project schedule will be prepared by the assigned Motorola Solutions Project Manager during Detailed Design Review.

Below is a snapshot of the preliminary project schedule prepared for this proposal.



Task Name	Duration
Project Initiation	7 Days
- Contract Award	See Above
- Project Setup	See Above
- Pre-to-Post Transition	See Above
- Customer Kickoff	See Above
Customer Design Review	45 Days
- Detailed Design Review	See Above
- Project Schedule	See Above
- Implementation Plan	See Above
- Acceptance Test Plan	See Above
- Cutover Plan	See Above
Project Execution	410 Days
- Equipment Order	See Above
- Equipment Shipment and Inventory	See Above
- Equipment Installation	See Above
- Equipment Configuration	See Above
- Equipment Testing	See Above
- Training	See Above
- System Readiness Review	See Above
- System Cutover	See Above
- Punchlist Resolution	See Above



- Project Documentation	See Above
- System Acceptance	See Above



SECTION 4

ACCEPTANCE TEST PLAN

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features and functions of the installed equipment in order to verify that the solution operates according to its design. This plan will validate that Burbank Hollywood Airport's solution will operate according to its design. A detailed FATP will be developed and finalized during project implementation. A sample of the tests covered in the Acceptance Test Plan are provided below.

4.1 ACIM LINKS ON MCC 7100/7500 CONSOLE SITE

4.1.1 Inbound and Outbound Calls Using ACIM

This test will demonstrate the capability to make and receive calls on a radio using an ACIM Conventional Channel.

4.1.2 Emergency Alarm and Call Using ACIM

This test will demonstrate that a radio user using an ACIM conventional channel is able to transmit Emergency Alarms and Calls and that the console displays the ID of the radio. This test will also demonstrate that the radio can connect with the acknowledging console and that audio is transmitted.

4.2 MCC 7100/7500 TRUNKED RESOURCES

4.2.1 Talkgroup Selection and Call - Secure

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

Digital encryption is used so only properly equipped and configured subscribers can monitor the conversation. A "Key" is used to encrypt the transmit audio. Only radios and Consoles with the same "Key" can decrypt the audio and listen to it.

4.2.2 Multi-Select Operation

Multi-Select (Msel) allows the console operator to group a number of channels/talkgroups together such that when the general transmit bar is depressed, all of the multi-selected channels/talkgroups will transmit at the same time with the same information. Multi-Select is



one way communication call. If a radio user responds to a Multi-Select call the talkgroup the user is affiliated to will be the only one to hear the call. There is no super-group formed, so radio communication is still at the single talkgroup level. Multi-Select is utilized to send an APB to several channels/talkgroups. A Multi-Select has a limit of twenty (20) trunking/conventional resources.

4.2.3 Talkgroup Patch

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more talkgroups that need to communicate with each other.

Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

NOTE : If "secure" and "clear" resources are patched together, one repeater for each mode may be assigned per site.

4.2.4 PTT Unit ID/Alias Display

Console operator positions contain various resources such as talkgroup, multigroup, Private Call which enables the dispatcher to communicate with the subscriber units. If activity occurs on one of these operator position resources, the unit ID or associated alias of the initiating radio appears at the console resource.

4.2.5 Console Priority

Console Operator Positions have ultimate control of transmitted audio on an assigned voice channel resource. The Console Position has the capability to take control of an assigned voice channel for a talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

4.3 SYSTEM RELIABILITY FEATURES

4.3.1 Redundant Console Site Link Failure

Communication between the Master Site and a Remote Console Site can take place over dedicated redundant links. The two links between the Master Site and the Remote Console Site operate in a redundant mode. The system will switch to the backup link if the main LAN or WAN link fails.

Note: The Primary Site Router, if functional, will always be the active router. The Secondary Site Router will only take over when the Primary Site Router is malfunctioning.

SECTION 5

SECTION TITLE

5.1 TRAINING OVERVIEW

Partnering with Motorola Solutions will enable Burbank Glendale Pasadena Airport Authority to build personnel competency and maximize return on investment.

Effective training ensures successful implementation and use of your communications system by all personnel for the life of the system. The training plan furnished to Burbank Glendale Pasadena Airport Authority is comprised of targeted coursework developed and delivered by our expert instructors. This plan, included below, will effectively provide Burbank Glendale Pasadena Airport Authority’s personnel with a comprehensive understanding of the proposed system and user equipment.



We will collaborate with Burbank Glendale Pasadena Airport Authority to tailor a final training plan to enable Burbank Glendale Pasadena Airport Authority’s organization to operate, configure, and manage the proposed solution effectively and efficiently.

5.2 MOTOROLA SOLUTIONS TRAINING

Motorola Solutions provides an expanding portfolio of training delivery methods, tools, and courses to support the training needs of our customers. The figure below shows the elements of our training methodology that qualify us as the leader in the communications training industry.

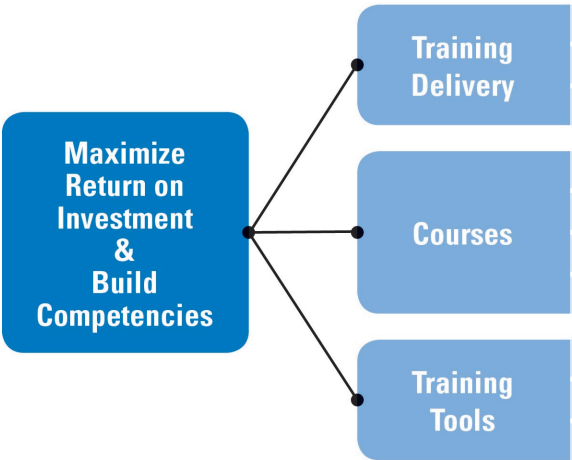


Figure 5-1: Build the competencies of Burbank Glendale Pasadena Airport Authority personnel and maximize your return on investment with Motorola Solutions’ expanding portfolio of training delivery methods, tools, and



courses.

5.2.1 Training Delivery

Training Methods

Motorola Solutions' training experience and expertise enables our customers to gain the training they need to use during critical times in a variety of methods. As shown in the figure below, we offer three interactive methods of training: Online Self-Paced, Virtual Instructor-Led, and Instructor-Led.



Figure 5-2: Motorola Solutions offers a variety of interactive training methods that cater to different learning techniques, allowing more effective ways to give personnel the skills they need.

These training approaches ensure our customers receive the understanding they need for the practical aspects of their jobs.

Delivery Options

Field

Field class delivery is "tailored" to the customer's specific system. We are providing classes which are not offered as standard "Open Resident" classes at our training facilities. The students benefit from working on their own systems, at their home location and within their schedules.

Motorola Facility

Resident classes are open to all Motorola customers, seating is based on availability, and participant guides and required pre-work when applicable are included in the tuition. These courses are comprehensive and are not tailored to any one customer's system. Students

benefit from other students' experiences and are allowed to take systems out of service. These courses provide optimal "hands-on" training.

Motorola Facility Closed Sessions-Customer Specific

Special Resident classes are closed sessions for a particular Motorola Solutions customer. The customer is essentially renting the classroom. These courses are tailored to the customer's system as much as possible. The instructor will require the customer's system diagrams prior to the class taking place. The students will receive their ASTRO 25 IV&D manuals on CD-ROM and hard copy participant guides. Class manuals, participant guides, and required pre-work are included in the pricing of the class per student. The students are allowed to take systems out of service, which provides optimal "hands-on" training.

Motorola Solutions Instructors

We have approximately 40 instructor resources distributed across North America. These instructors are available to train customers in our Technical Training Center located in Schaumburg, Illinois, while specific training courses are available at our facility in Plantation, Florida. Training can also be delivered directly on-site at customer locations. All instructors undergo an Instructional Skills and Technical Knowledge Program, which is a globally-recognized training and instructor assessment program.

Consultative Services

Motorola Solutions provides consultative services for our customers, which includes personalized training plans and other training-related services. Our dedicated training consultant team works with our customers and Motorola Solutions account teams to identify and meet the training needs of technical, administrative end users, and other audiences.

5.2.2 Training Courses

Motorola Solutions offers a wide range of training courses to help our customers improve their proficiency with our expanding portfolio and get the most from their training system.

Our specialized courses/curriculums are designed for our customers' role. Whether they are an administrator, technician or user, Motorola Solutions makes sure our customers are equipped with foundational and advanced skills.

General overviews of product and/or solution training offered are listed below:

Foundational Radio and Networking Training

Foundational Radio and Networking training provides new hires or staff from different skilled backgrounds fundamental knowledge. Some of these courses are online/self-paced while others are instructor led. Some topics include: Radio System Basics, Basic Networking, Communication System Concepts, Networking Essentials and Applied Networking. This allows Motorola Solutions to offer training before installation, during installation and after your solution is operational.

ASTRO 25 Infrastructure Training Courses

ASTRO 25 Infrastructure Training provides participants with a full curriculum that will enable them to maintain/service the new solution, and will give them the skills required to manage and operate the solution to obtain its fullest potential and capabilities.

ASTRO 25 Patch Management Training Course

ASTRO 25 Patch Management Training provides ASTRO 25 Land Mobile Radio (LMR) system administrators the information needed to access and patch their radio network infrastructure, update antivirus definitions, and review log files.

Console Training Courses

Console Training provides participants with a curriculum that will enable them to obtain a high-level understanding of the system configuration, general console operation, how to perform basic tasks, operating procedures for specific features, and the knowledge and skills necessary to manage and maintain the system.

Mobile and Portable Radio Training Courses

Mobile and Portable Radio Training provides participants with an introduction to the radio, the knowledge and skills necessary to perform basic radio operation, common operational tasks, operating procedures for specific features of the radio, and technical programming and maintenance of radios.

MOTOTRBO Training Courses

MOTOTRBO Training provides participants with a full curriculum that will enable them to maintain/service the new solution, and will give them the skills required to manage and operate the solution to obtain its fullest potential and capabilities.

CallWorks Training Courses

CallWorks Training provides participants with an overview of the components and functionality of the main application, operation, troubleshooting, a high-level understanding of the software, and configuration and maintenance of components of the CallWorks solution.

PremierOne Training Courses

PremierOne Training provides participants with sufficient knowledge of the PremierOne solution and its tools, giving them the skills necessary to operate and maintain the PremierOne solution.

LTE Training Courses

LTE Training provides participants a high-level understanding of the Public Safety LTE system and the network elements that comprise the system. Participants will gain knowledge of LTE architecture, signaling, system administration, and applied networking.

WAVE Training Courses

WAVE Training provides participants with an overview of the WAVE solution. It offers a basic understanding of how WAVE delivers a Radio-over-IP solution; describes features, hardware, and software requirements; how to use applications; and provides instruction in designing, integrating, and troubleshooting the WAVE solution.

5.2.3 Training Tools

Training Kits

Training kits are essential suitcase equipment, labs and exercises that apply to some of the ASTRO, MOTOTRBO, WAVE and LTE solutions. These kits are used in addition to equipment, in order to prevent solution downtime while training is conducted. As part of specific on-site classes, shown in Table 5-1, kits are included and shipped to our customers to allow students an in-depth, hands-on experience.

Table 5-1: Field Classes Training Kit Availability

Field Classes Training Kit Availability	
Networking Essentials	Server Virtualization
Applied Systems Networking	WAVE Certified Integration Engineer
Domain Controller	MOTOTRBO™ Systems Applied Networking

Tracking and Evaluation

All customer training is tracked and evaluated. The Project Manager and training team tracks and records all courses completed through the implementation of the project. Surveys are given to trainees to evaluate the trainers. Feedback is given and placed on our customer shared website.

End User Training Kit (EUTK)

The End User Training Kit is a knowledge-transfer tool designed to accelerate learning through customizability. Using the EUTK allows trainers to customize user/operator training to match unique button, feature programming, and displays provided in the system and radio codeplug. These tailored materials are developed by Motorola Solutions trainers using training kits that allow customer trainers to modify training materials when radio or console features change. Personnel are taught how to maneuver through and tailor the EUTK screens. The tailored selections are saved to an electronic file that the Motorola Solutions training team provides to the customer.

For a more detailed view of the training Motorola Solutions provides, please see our Product and System Technical Training Course Catalog:
<https://learning.motorolasolutions.com/catalog/56280enus>



5.3 PROPOSED TRAINING OVERVIEW FOR BURBANK GLENDALE PASADENA AIRPORT AUTHORITY

In order to achieve the training goals identified by Burbank Glendale Pasadena Airport Authority, we propose the following courses.

It is necessary that participants bring their laptop computers for all system administrator and technician classes. Materials will be delivered electronically via USB drives.

5.3.1 System Administrator/Technician Training Plan

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
ASTRO® 25 IV&D System Overview Course#: AST1038 (Self-paced; Online)	System Administrators and Technicians	1	2.5 hours	Self-paced; Online	Prior to remaining classes	4

5.3.1 Console Operator and Supervisor Training Plan

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
MCC7500e Console Operator/Admin Utilizing the End User Training Kit 2 training consoles Ratio: 2 per console (Instructor-led)	Dispatch Supervisors	1 (8-hour Session)	1 day	Burbank, CA	Prior to cutover	4

5.3.2 Course Descriptions for Burbank Glendale Pasadena Airport Authority

Course descriptions for Burbank Glendale Pasadena Airport Authority are included on the following pages.

5.3.2.1 ASTRO® 25 IV&D System Overview

AST1038

Course Synopsis and Objectives:	<p>The ASTRO® 25 IV&D System Overview course will provide participants with knowledge and understanding of the ASTRO® 25 IV&D system. This course will address M, L and K Core systems. System architecture, components and features will be explained. In addition, RF and console sites and their architecture, features and components will be discussed. Finally, call processing for voice and mobile data applications will be covered, and an introduction to applications available in the ASTRO® 25 IV&D system will be provided.</p> <p>At the end of this course, the participant should:</p> <ul style="list-style-type: none"> ▪ Understand the general architecture of an ASTRO® 25 IV&D Radio System. ▪ Understand key features of available in the ASTRO® 25 IV&D Radio System. ▪ Understand the components of the ASTRO® 25 Zone Core. ▪ Understand site components in the ASTRO® 25 system. ▪ Understand the features, capabilities and components of the MCC 7000 series dispatch consoles. ▪ Understand concepts of Mobility and Call Processing in the ASTRO® 25. ▪ Understand the applications for managing the ASTRO® 25 system.
Delivery Method:	OLT = Online Training
Duration:	2.5 hours
Participants:	<ul style="list-style-type: none"> ▪ Core Technicians ▪ Site Technicians ▪ Console Technicians ▪ Core Managers
Class Size:	Class Size varies by region
Prerequisite:	None
Curriculum:	<p>K Core Path:</p> <ul style="list-style-type: none"> ▪ System Architecture ▪ System Features and Options ▪ K Core Components ▪ Conventional Sites ▪ Information Types and Paths ▪ Voice and Data Processing ▪ Mobility Management ▪ Applications Overview <p>L/M Core Path:</p> <ul style="list-style-type: none"> ▪ System Architecture ▪ System Features and Options ▪ Zone Core Components ▪ Repeater Sites ▪ Simulcast Sites ▪ Console Sites ▪ Conventional Sites ▪ Site Status ▪ Information Types and Paths ▪ Voice and Data Processing ▪ Mobility Management

	▪ Applications Overview
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5.3.2.2 MCC7500 Console Supervisor

Course Synopsis and Objectives:	<p>This course provides participants with the knowledge and skills to manage and utilize the MCC7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens.</p> <p>After completing this training course, you will be able to:</p> <ul style="list-style-type: none"> ▪ Understand the menu items and tool bar icons. ▪ Edit folders, multi-select/patch groups, auxiliary input output groups, windows and toolbars. ▪ Add/delete folders.
Delivery Method:	ILT - Instructor-led training
Duration:	4 hours Operator, plus 4 hours Admin
Participants:	Dispatch Supervisors and System Administrators
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	<ul style="list-style-type: none"> ▪ Introduction ▪ Configurations ▪ Folders and Resource Setup ▪ Customizing Folders ▪ Auto Starting the MCC7500 Dispatch Console ▪ Editing Preferences ▪ Configuring the Toolbar ▪ Setting Up Aux IOs ▪ Resource Groups



5.3.2.3 MCC7500 Console Operator

Course Synopsis and Objectives:	<p>This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.</p> <p>After completing this training course, you will be able to:</p> <ul style="list-style-type: none"> ▪ Perform basic operational tasks of the dispatch console. ▪ Utilize the provided job aids to perform specific tasks associated with the console. ▪ Understand a high level view of the system configuration. ▪ Understand a high-level overview of the customer system configuration. ▪ Understand general console operation. ▪ Understand proper operating procedures for specific customer features.
Delivery Method:	ILT - Instructor-led training
Duration:	4 hours
Participants:	Dispatch Console Operators, Supervisors, System Administrators, and Support Personnel
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	<ul style="list-style-type: none"> ▪ Overview ▪ Communicating with Radios ▪ Advanced Signaling Features ▪ Resource Groups ▪ Working with Configurations ▪ Working with Aux IOs ▪ Troubleshooting



5.4 QUALIFICATIONS AND ASSUMPTIONS

1. A successful training event requires that the students have adequate time for hands-on interaction with their equipment. The customer or project team will supply product equipment, cables, and test equipment. The Motorola Solutions Worldwide Education recommends that there be one subscriber unit available per participant in the training session. For console end user training, we recommend one console position for every two dispatch operators.
2. A successful training event also requires appropriate classroom environment in which to deliver training. The customer or project team will ensure that the necessary equipment (which includes a whiteboard, projector, student tables and chairs) is in place for the training event.
3. Student materials will be furnished by Motorola Solutions Worldwide Education.
4. While it is important that Motorola Solutions meets the customer's requested training dates, the final class dates are determined by instructor availability. This is especially important when training in a language other than English because of the limited resources available.
5. Training dates will only be scheduled once payment has been received by the Motorola Solutions Worldwide Education. Without payment, Motorola Solutions reserves the right to cancel a field training course. By supplying the agreed form of payment, the Customer or project team accepts all terms and conditions.
6. Acknowledging there are costs associated with preparing a training program, the Customer agrees to notify the Motorola Solutions Worldwide Education immediately if Customer or project team requires a date change for a scheduled training event. If a class is cancelled or postponed within 30 days of the scheduled training, the Customer will pay 100% of the instructor delivery rate and any additional costs which have been incurred (i.e. airfare cancellation, materials, shipping, etc.). If the Motorola Solutions Worldwide Education is able to reschedule the instructor, the instructor delivery rate will be waived accordingly.
7. The effort has been made in advance to gather all relevant information to produce this proposal and is based on information available at this time. Additional information made available later may require a revision of this proposal and the price.



SECTION 6

SERVICE/WARRANTY

6.1 WARRANTY

Motorola Solutions will provide the Burbank Hollywood Airport our standard commercial warranty as set forth in the CSSA Contractual documentation, a copy of which is attached hereto.

6.2 ADVANCED PLUS PACKAGE

Motorola Solutions is proposing our Advanced Plus Services for ASTRO® 25 infrastructure, a comprehensive program to sustain the long-term performance of Burbank Hollywood Airport Network. Advanced Plus Services consists of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair with Advanced Replacement.
- Remote Security Update Service (RSUS).
- On-site Infrastructure Response.
- Annual Preventive Maintenance.

Together, these elements will help to avoid operational disruptions and maintain the value of Burbank Hollywood Airport communications investment.

The following sections describe the elements proposed for Burbank Hollywood Airport ASTRO 25 infrastructure.

6.2.1 Network Event Monitoring

Motorola Solutions will continuously monitor Burbank Hollywood Airports ASTRO 25 network to detect potential issues or communications outages, maximizing network uptime. Motorola Solutions assesses each alert with advanced event detection and correlation algorithms to determine how to respond. Potential responses include remote restoration or dispatching a local field technician to resolve the incident on-site.

6.2.2 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) will provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with Burbank Hollywood Airport to help diagnose, troubleshoot, and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.



6.2.3 Network Hardware Repair with Advanced Replacement

To restore Burbank Hollywood Airports ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

To reduce the impact of a malfunction, Motorola Solutions will exchange malfunctioning equipment with Advanced Replacement units or Field Replacement Units (FRU), as available. Motorola Solutions' repair depot will diagnose and repair malfunctioning components, and once repaired, add those to the depot's FRU inventory. Replacement components will remain in Burbank Hollywood Airports ASTRO 25 network to maintain continued network functionality.

6.2.4 Remote Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. These updates may inadvertently disrupt ASTRO 25 network operations and functionality.

To minimize cyber risks and software conflicts, Motorola Solutions provides the Remote Security Update Service (RSUS). With this service, Motorola Solutions deploys antivirus and operating system security updates on an ASTRO 25 network in a dedicated information assurance lab to test and validate them for use with ASTRO 25 networks.

Motorola Solutions tests whether applying these security updates degrades network service. If an update degrades performance, Motorola Solutions searches for a solution or workaround to address the issue before releasing that update.

With RSUS, Motorola Solutions will remotely install tested updates on Burbank Hollywood Airports ASTRO 25 network. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation on a secured extranet website.

6.2.5 On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to Burbank Hollywood Airports ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Advanced Plus Services and in the Customer Support Plan agreed between Burbank Hollywood Airport and Motorola Solutions.

6.2.6 Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

6.3 MOTOROLA SOLUTIONS SERVICE DELIVERY ECOSYSTEM

Advanced Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots, and MyView Portal. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to Burbank Hollywood Airports administrators and personnel through MyView Portal.

Service activities and Motorola Solutions' service team are described in more detail below.

6.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts, and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among Burbank Hollywood Airport, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns, and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

6.3.2 Field Service

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

6.3.3 Repair Depot

The Motorola Solutions Repair Depot will provide Burbank Hollywood Airport with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable Burbank Hollywood Airports representatives to check repair status, from inbound shipment to return.

6.3.4 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be Burbank Hollywood Airports key point of contact for the definition and administration of services. The CSM will work with Burbank Hollywood Airport to define service delivery details to address Burbank Hollywood Airports specific priorities.

6.3.5 MyView Portal

To provide Burbank Hollywood Airport with quick access to service details, Motorola Solutions will provide our MyView Portal online network information tool. MyView Portal provides our customers with real-time critical network and services information through an easy-to-use graphical interface.





Figure 8-1: MyView Portal offers real-time, role-based access to critical network and services information.

With MyView Portal, Burbank Hollywood Airports administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance.
- Viewing incident reports.
- Updating and creating incidents.
- Checking system update status.
- Receiving pro-active notifications regarding updates.

Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

SECTION 7

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

7.1 DESCRIPTION OF SERVICE AND OBLIGATIONS

As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.

The Burbank Hollywood Airport has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.

ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.

ASTRO 25 SUA II entitles Burbank Hollywood Airport to past software versions for the purpose of downgrading product software to a compatible release version.

The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:

- (4) MCC 7500E Dispatch Consoles

Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.



The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

- MCC 7500E Dispatch Consoles
- CCGWs

Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system upgrade are not included.

As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:

- Review infrastructure system audit data as needed.
- Identify additional system equipment needed to implement a system release, if applicable.

7.2 EXCLUSIONS AND LIMITATIONS

The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola.

The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software (“PSA”)
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products



- Point-to-point products such as microwave terminals and association multiplex equipment

ASTRO 25 SUA II does not cover any hardware or software supplied to the Burbank Hollywood Airport when purchased directly from a third party.

ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted.

ASTRO 25 SUA II does not cover the labor or materials associated with the backlog accumulation of security patches or antivirus updates. Additional fees may apply.

At the time of upgrade, Motorola will provide the latest applicable software, patches and antivirus updates when and if available, as a part of the system release upgrade. The security patches and antivirus updates delivered as part of this upgrade are intended to bring the system current in all respects but does not imply that the customer is eligible for ongoing security patching. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

7.3 SPECIAL PROVISIONS

Burbank Hollywood Airport acknowledges that if the System has a Special Product Feature, that it may be overwritten by the software update. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.

Burbank Hollywood Airport will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

ASTRO 25 SUA II coverage and the parties' will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Burbank Hollywood Airport's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.

If Burbank Hollywood Airport chooses to not have Motorola apply the security patches and antivirus updates and this delays or postpones the system software update, Motorola reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.

If Burbank Hollywood Airport cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

The SUA II annualized price is based on the fulfillment of the two-year term. If Burbank Hollywood Airport terminates, except if Motorola is the defaulting party, Burbank Hollywood Airport will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.



From: [Thomas Henderson](#)
To: [John Hatanaka](#)
Cc: [Grigor Gevorgyan](#); [Leslie Perry](#); [Scott Kimball](#)
Subject: FW: BUR: OPS Draft Agenda
Date: Thursday, June 1, 2023 6:47:30 AM
Attachments: [image001.png](#)

John,

Please see message from our Motorola representative below.

Thomas

From: Denis Redzepagic <denis.redzepagic@motorolasolutions.com>
Sent: Wednesday, May 31, 2023 8:37 PM
To: Thomas Henderson <THenderson@bur.org>
Subject: Re: BUR: OPS Draft Agenda

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Thomas,

Thanks for catching this issue and apologies for this mistake. I hereby confirm that the pricing in the proposal dated May 19, 2023 is valid until June 30, 2023.

Thanks,
Denis.

On Wed, May 31, 2023 at 20:31 Thomas Henderson <THenderson@bur.org> wrote:

Denis,

Unfortunately, there is a typo on the agreement, please see page Pricing 8-10.

The date of page, May 19, 2023 is in conflict with the price validity date, please see below. The pricing on this page states that it is valid until March 31, 2023.

As soon as possible, can you please send me an email confirming the price is valid on the proposal dated May 19, 2023?

Thank you,

Thomas

SECTION 8

PRICING

8.1 MAIN OFFERING EQUIPMENT AND SERVICES PROPOSED

Pricing is valid until March 31, 2023.

Description	Price (USD)
Equipment	
- Four (4) MCC 7500E Console and accessories - One (1) Conventional Channel Gateways (CCGW) - One (1) Conventional Site Controller (CSC) - Two (2) Site Switches - Two (2) Site Gateways - Two (2) MPLS Routers and Spares	\$408,780
<i>Equipment Discount (LA County Contract)</i>	<i>-\$55,021</i>
Equipment Total	\$353,759
Project Services	
- Design Services - Field Staging - Post Sale Engineering Services - Systems Technologist Integration Support - Installation - Training - ATP System Testing - Standard Warranty	\$254,119
Project Services Total	\$254,119
Project Subtotal	\$607,879
<i>Cuaromer Loyalty Discount (valid until 6/30/2023)</i>	<i>-\$61,471</i>
Equipment Total (with discounts applied)	\$292,288
Services Total	\$254,119
Estimated Tax on Equipment (10.25%)	\$29,960
Project Grand Total (after Discount)	\$576,367
Maintenance Services (to match ICI System services)	
Four (4) Year Advanced Plus Package (yearly breakdown below)	\$154,124
Maintenance Services Total	\$154,124

8.1.1 Payment Terms

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable):

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

8.2 MAINTENANCE SERVICES BREAKDOWN

The table below summarizes annual Advanced Package services pricing for four (4) years to align the new equipment with the ICI Systems' current service plan.

<u>Contract Year</u>	1	2	3	4
Year:	2024-25	2025-26	2026-27	2027-28
Contract Start Date:	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Advanced Services	\$16,163	\$25,561	\$26,584	\$27,647
SUA II	\$13,987	\$14,355	\$14,722	\$15,105
Total per Year	\$30,150	\$39,916	\$41,306	\$42,752

Services Total: \$154,124

8.2.1 Services Payment Terms

Burbank Hollywood Airport will make payments to Motorola Solutions annually in advance of each defined yearly cycle. The initial payment will be billed upon the contract effective date, and annually thereafter. Payments are due within thirty (30) days after the date of each invoice. Burbank Hollywood Airport will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following payment schedule referenced in the Contractual Documentation.

SECTION 9

CONTRACTUAL DOCUMENTATION

9.1 COMMUNICATIONS SYSTEM AND SERVICE AGREEMENT 5-19-23

Motorola Solutions, Inc. ("Motorola") and Burbank Hollywood Airport ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

- Exhibit A "Motorola Software License Agreement"
- Exhibit B "Payment"
- Exhibit C Technical and Implementation Documents
 - C-1 "System Description" dated 5/19/2023
 - C-2 "Pricing Summary & Equipment List" dated 5/19/2023
 - C-3 "Implementation Statement of Work" dated 5/19/2023
 - C-4 "Acceptance Test Plan" or "ATP" dated 5/19/2023
 - C-5 "Preliminary Project Schedule" dated 5/19/2023
- Exhibit D "System Acceptance Certificate"
- Exhibit E Insurance Requirements
- Exhibit F Non-AIP Project Federal Requirements

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS



Capitalized terms used in this Agreement have the following meanings:

“Acceptance Tests” means those tests described in the Acceptance Test Plan.

“Addendum (Addenda)” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

“Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. Notwithstanding the foregoing, all non-anonymized System Data is Confidential Information.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.



“Force Majeure” means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.



“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement. System Data also includes any other data processed through or in connection with Customer’s use of the System, or that has otherwise been made accessible by Customer to Motorola in connection with this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at



shipment, warranty will commence upon delivery in undamaged condition, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.



4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request, excepting copies thereof otherwise required to be retained pursuant to records retention laws applicable to Customer.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision



is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer, unless such participation is determined by Customer to violate or potentially violate California Government Code Section 1090, or any other law. Subject to the foregoing, Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that, as of the effective date of this Agreement, a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will



provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is **\$576,367**. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon delivery in undamaged condition. The Customer must inform Motorola within 10 business days of delivery of Equipment of any damage to the Equipment. If no notice is provided after 10 business days, title and risk of loss will be deemed to have passed to the Customer. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.



6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: _____

Address: _____

Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____

Customer Accounts Payable Email: _____

Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____

Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____

Address: _____

Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking

capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola will notify Customer of any additional cost, and any rescheduled training will proceed only upon mutual agreement of the Parties.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days' notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan which shall be approved in writing, in advance, by Customer.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate provided, however, that Customer shall have up to five (5) days following completion of each Acceptance Test to evaluate performance of the System or Subsystem, as applicable ("Evaluation Period"). If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If, during Evaluation Period Customer believes the System has failed any of the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred upon the expiration of the Evaluation Period, or as of the completion of each Acceptance Test if Customer executes an acceptance certificate for such Test(s) prior to such expiration. Upon completion of any remedial action by Motorola in response to a Customer failure notice, a new Evaluation Period shall commence as to the System or affected Subsystem. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.



9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's reasonable control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's reasonable control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) scratches or other



cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vi) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances. Notwithstanding any other provision herein, Customer shall be authorized to terminate this Agreement upon thirty (30) days' prior, written notice should a force majeure event prevent Motorola's performance for sixty (60) or more consecutive days. If terminated, the Customer will pay Motorola for the outstanding cost of any services performed or equipment delivered up to termination.



11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to the Los Angeles County Superior Court or the U.S. District Court, Central District, State of California. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts referenced above over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due



under this Agreement which must be cured immediately except as provided below, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan reasonably acceptable to the other Party. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If Motorola is the defaulting Party, Customer may withhold any further payments until it approves Motorola's cure plan. If the cure plan is not accepted with thirty (30) days, the Customer will be entitled to make outstanding payments.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information, except as provided herein. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will reasonably mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Notwithstanding any other provision herein, in the event Customer fails, during any of its fiscal years, to appropriate funds sufficient to pay fees due to Motorola during the following fiscal year, then Customer may terminate this Agreement without penalty upon thirty (30) days' prior, written notice. In such event, and provided Motorola is not then in default, Customer will pay for conforming Equipment and/or Software delivered and all services satisfactorily performed.

Section 14 INDEMNIFICATION AND INSURANCE

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify, defend and pay reasonable attorneys' fees and experts' costs, and hold Customer harmless from any and all liability, claims, expense, judgment, suit, stop notices, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence or willful misconduct of, or non-payment specifically leading to a labor or supplier-issued stop notice by, Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will reasonably cooperate with Motorola in its defense or settlement of the claim or suit. Except as provided in Section 14.3, below, this Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify, defend and pay reasonable attorneys' fees and experts' costs, and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will reasonably cooperate with Customer in its defense or settlement of the claim or suit. This Section sets



forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense, including payment of reasonable attorneys' fees and experts' costs, any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14.3 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

14.4 Insurance. Prior to commencing performance in or upon Customer's premises, Motorola will procure and maintain throughout the term of this Agreement, commercial general and auto liability,



workers compensation, and professional liability in such form and with such limits as set forth in Exhibit E attached hereto and incorporated by reference herein.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) years after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. All non-anonymized System Data and Customer Data (as described further below), is Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, or for such period otherwise required by law, Recipient will (i) not disclose Confidential Information to any third party except as required by the California Public Records Act, subpoena, or court order; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of



this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement; or (vi) is required to be disclosed by the California Public Records Act, subpoena, or court order .

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement, or are necessary in order for Customer to fully utilize the System, and/or are required to be retained pursuant to any applicable records retention laws. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created or made accessible to Motorola solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data provided such Data has first been irreversibly altered data in such a way that the data subject can no longer be identified directly or indirectly, either by the data controller alone or in collaboration with any other party, and is thereby rendered "anonymized data", as generally described in ISO 25237:2017, Sections 3.2 and 3.3. Any use by Motorola of non-anonymized System Data or Customer Data for any



purpose other than solely to provide the Services is prohibited. Motorola shall not sell, disclose or otherwise disseminate Customer Data, except as expressly authorized herein.

16.4.2 Motorola owns all right, title and interest in data resulting from anonymized System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.



17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

California Labor Code Requirements. Motorola is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (collectively, "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. With respect to any work performed under this Agreement constituting the performance of "public works" or "maintenance," as defined by the Prevailing Wage Laws, Motorola agrees to fully comply with such Prevailing Wage Laws and shall pay prevailing wages. These rates may be obtained at:

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Motorola shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the work under this Agreement available to interested parties upon request, and shall post copies at the Motorola's principal place of business and at the site of the work. Motorola shall defend, indemnify and hold the Customer, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Any stop orders issued by the Department of Industrial Relations against Motorola or any subcontractors that affect Motorola's performance of services, including any delay, shall be Motorola's sole responsibility and Motorola shall indemnify Customer from liability arising out of the same. It shall be mandatory upon the Motorola and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815), debarment of contractors and subcontractors (Labor Code Section 1777.1), and contractor and subcontractor registration (Labor Code Sections 1725.5 and 1771.1).

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes not made at Motorola's direction. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, and not due to the acts or omissions of Motorola, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 14 (Indemnity), Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this



document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document. Customer shall not be bound by any "click through" or other online terms and conditions required to be agreed to in order to fully utilize the System, unless expressly referenced and a functioning link or URL therefor is provided herein or otherwise mutually agreed upon by the parties.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer


By:  By: _____
Name: Jerry Burch Name: _____
Title: MSSSI Vice President Title: _____
Date: 5/25/23 Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Burbank Hollywood Airport ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

- 3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and



non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR MOTOROLA PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT. NOTHING IN SUCH LICENSE AGREEMENT SHALL AFFECT ANY PROVISION OF THE COMMUNICATIONS SYSTEM AND SERVICE AGREEMENT BETWEEN MOTOROLA AND CUSTOMER.

3.4 At all times herein, Motorola will (i) maintain all ISO and other certifications referenced in Motorola's Trust Center located at: https://www.motorolasolutions.com/en_us/compliance.html ; (ii) comply with the current U.S. Department of Justice Criminal Justice Information Services (CJIS) Security Policy; and cause to be conducted regular SOC2 II security audits and reporting. In no case shall the safeguards of Motorola's data privacy and information security{ XE "Information Security" } program used to protect Customer Data be less stringent than the safeguards used by Motorola for its own data.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any



machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software. Nothing in this Section 4.2 shall apply to Customer disclosures of the Software or Documentation required to be made in order to comply with the California Public Records Act, subpoena, or court order provided that Customer shall first notify Motorola of such required disclosure at least five (5) business days prior to any such disclosure.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the



"Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2. Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation



may be terminated immediately upon Customer's failure to cure such breach within thirty (30) days of receipt of notice from Motorola.

8.2 Termination for Convenience. Customer may terminate this Agreement at any time for any reason by providing Motorola with not less than thirty (30) days' prior, written notice. Provided Motorola is not then in breach, Customer will be liable for all products and services provided by Motorola up until the date of written notification of termination, including any fully documented costs incurred by Motorola for Equipment provided by third parties, provided such costs were incurred by Motorola in reasonable reliance on the provisions of this Agreement.

8.3 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee. Within such thirty (30) day period, Motorola shall certify in writing that all non-anonymized System Data and Customer Data under Motorola's control or accessible by Motorola, has been permanently deleted using technology compliant with NIST standard SP800-88.

8.4 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement as provided herein, and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY



Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Motorola and Licensee acknowledge that the Software is subject to the laws and regulations of the United States and Motorola Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change from those in effect as of the effective date of this Agreement. Changes to existing Services or the Solution occurring after the effective date of this Agreement and required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee. Motorola shall remain primarily liable for performance of this Agreement by any subcontractor.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of California. Venue for any legal action arising out of this Agreement shall be as set forth in the Primary Agreement.. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.



13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and the Primary Agreement and/or any other exhibit shall otherwise govern.

13.9. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

- 1. 25% of the Contract Price due upon contract execution (due upon effective date);**
- 2. 50% of the Contract Price due upon receipt of undamaged equipment from Staging; Customer will inform Motorola of damaged equipment within 10 business days of delivery;**
- 3. 15% of the Contract Price due upon installation of equipment; and**
- 4. 10% of the Contract Price due upon Final Acceptance.**

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment provided Customer shall have no obligation to pay unless and until such equipment is received in undamaged condition. The Customer must inform Motorola within 10 business days of delivery of Equipment of any damage to the Equipment. If no notice is provided after 10 business days, title and risk of loss will be deemed to have passed to the Customer. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.



	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.



EXHIBIT D
System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT E

INSURANCE REQUIREMENTS

A. General

1. Customer reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, Motorola agrees to amend, supplement or endorse the policies to do so.
2. Without limiting the Agreement Indemnity provisions, Motorola shall procure and maintain in full force and effect for the Term of Contract, the following policies of insurance.
3. For all insurance required in this contract, if a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Coverages

1. Commercial General Liability (CGL)

- a) CGL affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b) Limits shall be \$2,000,000 per occurrence and \$4,000,000 aggregate.

2. Products-Completed Operations (PCO)

Motorola shall procure and submit to Customer evidence of insurance for a period of at least ten (10) years from the time that all work under this Contract is completed.

3. Automobile Liability Insurance (ALI)

- a) ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) for each accident for bodily injury and property damage with limit \$2,000,000 per occurrence.
- b) If Motorola does not own any vehicles, Motorola may satisfy this requirement by providing a non-owned & hired auto liability endorsement to the commercial general liability policy if Motorola may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

4. Workers’ Compensation (WC)

Workers’ Compensation as required by the State of California with statutory limits, and Employer’s Liability Insurance with a limit of \$1,000,000 per accident for bodily injury or disease.

5. Professional Liability Insurance (PL)



- a) Covered Professional Services shall specifically include all work to be performed under this contract and delete any exclusion that may potentially affect the work to be performed.
- b) Limits shall be \$1,000,000 per claim; \$1,000,000 aggregate

Errors & Omissions/Professional Liability Insurance; Cyber Liability

Limits shall be \$1,000,000 per claim and annual aggregate, covering:

All acts, errors, omissions, negligence, infringement of intellectual property;

Network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or negligence in the handling of confidential information, privacy perils, including coverage for related regulatory defense and penalties;

Data breach expenses payable whether incurred by Customer or Consultant, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for Customer or on behalf of Customer hereunder.

The policy shall contain an affirmative coverage grant for continent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

If a sub-limit applies to any elements of coverage, the certificate of insurance evidencing the coverage above must specify the coverage section and the amount of the sub-limit.

C. Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to Customer for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

1. Commercial General Liability

a) Additional Insured

- (1) Customer, its elected officials, officers, employees, volunteers, boards, agents, and representatives shall be included as additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Motorola including materials, parts or equipment furnished in connection with such work or operations.
- (2) Additional Insured Endorsements shall not:
 - (a) Be limited to "Ongoing Operations"
 - (b) Exclude "Contractual Liability"
 - (c) Restrict coverage to the "Sole" liability of Motorola



- (d) Exclude "Third-Party-Over Actions"
- (e) Contain any other exclusion contrary to the Contract
- (3) Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

b) Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

2. Auto Liability

a) Additional Insured

Customer, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be included as additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Motorola.

b) Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

3. Workers' Compensation

A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

D. Insurance Obligations of Motorola

The Insurance obligations under this Agreement shall be the Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of Motorola under this agreement.

E. Notice of Cancellation

Required insurance policies shall not be cancelled until a thirty (30) day written notice of cancellation has been served upon Customer except ten (10) days shall be allowed for non-payment of premium.

F. Waiver of Subrogation

Required insurance coverages (except professional liability) shall not prohibit Motorola from waiving the right of subrogation prior to a loss. Motorola waives all rights of subrogation and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether Customer has received a waiver of subrogation endorsement from the insurer.

G. Evidence of Insurance

All endorsements and/or certificates shall be subject to approval by Customer as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by Customer.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. If such coverage is cancelled or reduced, Motorola shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with Customer evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

H. Deductible or Self-Insured Retention

Any deductible or self-insured retention shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

I. Contractual Liability

The coverage provided shall apply to the obligations assumed by Motorola under the indemnity provisions of this Contract.

J. Failure to Maintain Coverage

Motorola agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to Customer. Customer shall have the right to withhold any payment due until Motorola has fully complied with the insurance provisions of this Contract.

In the event that Motorola's operations are suspended for failure to maintain required insurance coverage, the Motorola shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

K. Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

L. Claims Made Policies

If professional liability coverage is written on a claims-made basis, then the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Motorola's Agreement with Customer and an extended reporting period shall be provided for a period of at least three years from termination or expiration of this Agreement.

M. Insurance for Subcontractors

Motorola shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding Customer as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of

Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.



EXHIBIT F

NON-AIP PROJECT FEDERAL REQUIREMENTS

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, Motorola (“Contractor” herein) agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

A. 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 as applicable; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC § 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 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, et seq) (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) 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 USC § 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 (ensures nondiscrimination 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. 74087 (2005)];

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 USC § 1681, et seq).

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



1. Compliance with Regulations: The Contractor (hereinafter includes consultants) 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.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The 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.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the 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 the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The 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 Customer ("Sponsor" herein) 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, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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



6. Incorporation of Provisions: The 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. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



9.2 MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or Lifecycle Management as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.



3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 **LIFECYCLE MANAGEMENT SERVICES**

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this Addendum is 4 years, commencing on , 2021. The Lifecycle Management Price for the 4 years of services is \$154,124, excluding applicable sales or use taxes but including



discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the Lifecycle Management Statement of Work, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the **4** year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the **4** year commitment.



4. PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION REVIEW. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base). Any pricing change would be documented in a change order executed with the Customer.

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END



SECTION 10

OUR COMMITMENT

Motorola Solutions creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities. You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education, and public services.

Founded in 1928, Motorola Solutions has a history of innovation that has revolutionized communications. From pioneering mobile communications in the 1930s and making equipment that carried the first words from the moon in 1969, to supporting modern-day emergency response equipment for disaster relief efforts around the world, Motorola Solutions has a global footprint with products that demonstrate its thought leadership.

Throughout its history, Motorola Solutions has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, the company strives to keep its commitment of make things better and life easier, to make sound recommendations that will guide you in linking your current and future communication needs and objectives with technology's ever-evolving promise.



RESOLUTION NO. 441

A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY REVISING THE AUTHORITY EXPENDITURE POLICY

WHEREAS, the Burbank-Glendale-Pasadena Airport Authority (“Authority”) adopted Resolution No. 335 on August 3, 1998, to establish a formal Authority Expenditure Policy in connection with operating, maintenance and capital improvement expenditures; and

WHEREAS, the Authority Expenditure Policy generally prescribes guidelines for expenditures that may be made without the prior approval of the Authority Commission (“Commission”); and

WHEREAS, the Commission adopted Resolution No. 412 on September 11, 2006, to revise the Authority Expenditure Policy in order to respond to general price increases that had occurred since 1998 and to reflect current titles of senior Authority personnel; and

WHEREAS, the Commission wishes, effective the date of its approval of this Resolution, to revise the Authority Expenditure Policy in order to change the process by which Airport Manager invoices are processed, to update the definition of “Authority Funds” to reflect the establishment of a customer facility charge to fund the Regional Intermodal Transportation Center project, and to reflect current titles of senior Authority personnel.

THEREFORE, BE IT RESOLVED that the “Authority Expenditure Policy” shall be as follows:

A. Definitions.

1. “Airport”: Bob Hope Airport.
2. “Airport Manager”: TBI Airport Management, Inc.
3. “Authority Funds”: all funds of the Authority, whether derived from operations, investments, grants, passenger facility charges or customer facility charges.
4. “Authorized Staff Person”: the Executive Director or, in his/her absence and as specifically designated by him/her, the Senior Deputy Executive Director, Deputy Executive Director – Finance and Administration or the Director of Financial Services.
5. “Budgeted Expenses and Contract Amounts”: expenses and contract amounts that are included in the Commission-approved annual operations and maintenance budget and/or capital improvements budget of the Authority. As used in this provision, the term “contract” means a contract for (i) the day-to-day operation and maintenance of the Airport; (ii) the purchase of goods, services or equipment; (iii) the construction of facilities; or (iv) other capital improvements.
6. “Contingency Amount”: a contingency amount or other unallocated reserve approved by the Commission in conjunction with the approval of an expenditure for the purchase of goods, services or equipment, for the construction of facilities, or for other capital improvements.

7. “Non-Budgeted Expenses and Contract Amounts”: expenses and contract amounts that are not included in the Commission-approved annual operations and maintenance budget and/or capital improvements budget of the Authority. As used in this provision, the term “contract” means a contract for (i) the day-to-day operation and maintenance of the Airport; (ii) the purchase of goods, services or equipment; (iii) the construction of facilities; or (iv) other capital improvements.

B. General Statement of Policy.

Authority Funds shall be expended solely to implement the activities, programs and policies of the Commission in furtherance of the Authority’s public purpose of owning, operating, maintaining and improving the Airport. Accordingly, expenditures shall comply with the Federal Aviation Administration’s mandate that airport funds must be utilized for airport-related purposes.

This policy grants limited authorization for the expenditure of Authority Funds by designated Authority personnel without prior approval of the Commission. This policy achieves maximum levels of service and operating efficiency, while retaining adequate safeguards to ensure that Authority Funds are used solely for Authority purposes. It shall be the responsibility of the Executive Director, the Senior Deputy Executive Director, the Deputy Executive Director – Finance and Administration, the Director of Financial Services and the Airport Manager to confirm that all proposed expenditures (whether recurring or non-recurring, budgeted or non-budgeted) conform to this policy and all other applicable Authority policies, procedures and goals. Such persons shall report any perceived impropriety or inconsistency to the Authority’s Finance and Administration Committee. It shall further be the responsibility of the Finance and Administration Committee to review and make recommendations to the full Commission with respect to any unresolved questions submitted by Authority officers or personnel regarding proper use of Authority Funds.

C. Routine Expenditures.

1. The Airport Manager shall pay and administer payroll expense for Authority personnel, debt service on outstanding bonds or other debt of the Authority, and payment of taxes, utilities and insurance premiums, up to the amounts included in the Commission-approved annual budget of the Authority. The Executive Director or, in his/her absence, the Senior Deputy Executive Director, the Deputy Executive Director – Finance and Administration or Director of Financial Services, shall supervise performance of this task. Notwithstanding the preceding, payment shall not be made to the Airport Manager for contract management services until the Airport Manager’s invoice has been approved by the Auditor appointed by the Commission pursuant to Section 2.4.3 of the Authority’s joint powers agreement. Any invoice not approved by the Auditor shall be presented to and approved by the Commission prior to payment being made to the Airport Manager.

2. When the Commission has approved an expenditure for the purchase of goods, services or equipment, for construction of facilities, or for other capital improvements, and such approval includes a Contingency Amount, the Authorized Staff Person may approve change orders or contract amendments without further Commission approval provided the cumulative cost of such change orders or contract amendments will not exceed the lower of \$75,000 or the Contingency Amount, unless otherwise directed by the Commission. All other change orders or contract amendments must be approved by the Commission.

3. Authority payments of less than \$10,000 require the signature of one of the following individuals: the Executive Director; the Senior Deputy Executive Director; the Deputy Executive Director – Finance and Administration; or the Director of Financial Services. Authority payments in the amount of \$10,000 or more require signatures of two of such individuals.

4. The Airport Manager shall pay Budgeted Expenses and Contract Amounts that have been approved by the Commission or the Authorized Staff Person. The Authorized Staff Person may approve payment of Budgeted Expenses and Contract Amounts without prior Commission approval up to a maximum single expense or contract amount of \$75,000 unless a different limit has been established by the Commission for a particular item.

5. The Airport Manager shall pay Non-Budgeted Expenses and Contract Amounts that have been approved by the Commission or by the Authorized Staff Person. The Authorized Staff Person may approve payment of Non-Budgeted Expenses and Contract Amounts without prior Commission approval as follows:

a. The Authorized Staff Person may approve payment of Non-Budgeted Expenses and Contract Amounts without prior Commission approval up to a maximum single expense or contract amount of \$75,000 provided the following conditions are satisfied: (i) the Authorized Staff Person implements a corresponding reduction in one or more other accounts of the affected budget and (ii) the sum of all such approved Non-Budgeted Expenses and Contract Amounts plus all remaining Budgeted Expenses and Contract Amounts, after implementing corresponding reductions, does not exceed the total amount of authorized and unexpended Budgeted Expenses and Contract Amounts in the affected budget.

b. On a quarterly basis, the Deputy Executive Director – Finance and Administration or the Director of Financial Services shall report to the Finance and Administration Committee all Non-Budgeted Expenses and Contract Amounts involving professional services exceeding \$20,000.

D. Emergency Expenditures.

In the event of an emergency that jeopardizes Airport users or disrupts Airport operations, the Executive Director or, in his/her absence, a person specifically designated by him/her may approve expenditure of funds deemed necessary to address the emergency. The Executive Director, the Senior Deputy Executive Director, the Deputy Executive Director – Finance and Administration or the Director of Financial Services shall notify the President of the Authority within twenty-four (24) hours of the nature of the emergency and the responsive action taken, and shall notify all other members of the Commission as soon thereafter as reasonably possible. Any Commission approval required as a result of the emergency expenditure of funds shall be subsequently requested.

E. Other Expenditures, Contracts and Budget Revisions.

Commission review and prior approval is required for all other Authority expenditures, contracts (including contracts relating to the purchase, sale or lease of real property), and budget revisions (including revisions to either (i) the Authority's total approved annual budget (all operating, maintenance and capital improvement accounts combined); or (ii) the total amounts budgeted for (a) the Commission-approved operation and maintenance

budget, (b) the Commission-approved capital improvement budget, or (c) Authority debt service).

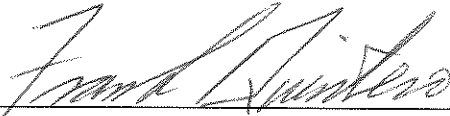
F. Procedures and Forms.

Written procedures and forms implementing this Resolution shall be developed and included in the Administrative and Financial Policies of the Authority.

G. Supercedure.


This Resolution and Authority Expenditure Policy supercedes all prior Commission resolutions, authorizations and policies relating to this subject matter.

Adopted this 20th day of June 2011.



Frank Quintero, President
BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY

Attest:



Chris Holden, Secretary
BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY


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

I, Dan Feger, do hereby certify that the foregoing resolution was duly and regularly adopted by the Commission of the Burbank-Glendale-Pasadena Airport Authority at its regular meeting held on the 20th day of June 2011 by the following vote:

YES: Commissioners Brown, Lombardo, Weaver, Wiggins, Holden,
 Manoukian, Logan and Quintero

NOES: None

ABSENT: Commissioner Madison



Dan Feger
Assistant Secretary

RESOLUTION NO. 476

**A RESOLUTION OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION
PROVIDING FOR THE DATES, TIMES, AND PLACES OF REGULAR MEETINGS
OF THE COMMISSION AND STANDING ADVISORY COMMITTEES**

The Burbank-Glendale-Pasadena Airport Authority Commission resolves as follows:

Section 1. Findings.

A. Government Code Section 54954 requires each legislative body of a local agency to provide by ordinance, resolution, bylaws, or other rule for the time and place of holding regular meetings.


B. Section 2.3.1 of the Authority's governing Joint Exercise of Powers Agreement requires the Commission to provide by resolution for the dates on which and the time and place at which regular meetings of the Commission shall be held.

C. The Commission most recently established the dates, times, and places for regular meetings of the Commission on December 4, 2000 by adoption of Resolution No. 359. The Commission most recently established the dates, times, and places for regular meetings of its three standing advisory committees on April 2, 2012 by adoption of Resolution No. 445.

D. It is appropriate to update the established dates, times, and places for regular meetings of the Commission and the standing advisory committees to make Authority operations more efficient.

Section 2. Regular Meetings Schedules. The dates, times, and places of the regular meetings of the Commission shall be as specified in the attached Exhibit A. The dates, times, and places of the regular meetings of the Commission's standing advisory committees shall be as specified in the attached Exhibit B. Resolution Nos. 359 and 445 are repealed.

Adopted this 16th day of January, 2018.



Terry Tornek, President
Burbank-Glendale-Pasadena Airport Authority

Attest:



Ray Adams, Secretary

EXHIBIT A

Commission Regular Meetings

Regular meetings of the Burbank-Glendale-Pasadena Airport Authority Commission shall be held in the Sky Room of the Bob Hope Airport at 9:00 a.m. on the following days:

- A. Third Monday of each January
- B. First and third Monday of each February
- C. Third Monday of each March
- D. First and third Monday of each April
- E. First and third Monday of each May
- F. First and third Monday of each June
- G. Third Monday of each July
- H. Third Monday of each August
- I. Third Monday of each September
- J. First and Third Monday of each October
- K. Third Monday of each November
- L. Third Monday of each December

EXHIBIT B

Standing Advisory Committee Regular Meetings

Regular meetings of Operations and Development Committee shall be held at 8:30 a.m. in the Sky Room of the Bob Hope Airport on the days specified below.

Regular meetings of Finance and Administration Committee shall be held at 10:30 a.m., or immediately following the conclusion of any regular meeting of the Burbank-Glendale-Pasadena Airport Authority Commission occurring on such day (if such conclusion occurs after 10:30 a.m.), in the Sky Room of the Bob Hope Airport on the days specified below.

Regular meetings of Legal, Government and Environmental Affairs Committee shall be held at 10:30 a.m., or immediately following the conclusion of any regular meeting of the Burbank-Glendale-Pasadena Airport Authority Commission occurring on such day (if such conclusion occurs after 10:30 a.m.), in the Burbank Room of the Bob Hope Airport on the days specified below:

- A. Third Monday of each January
- B. First and third Monday of each February
- C. Third Monday of each March
- D. First and third Monday of each April
- E. First and third Monday of each May
- F. First and third Monday of each June
- G. Third Monday of each July
- H. Third Monday of each August
- I. Third Monday of each September
- J. First and Third Monday of each October
- K. Third Monday of each November
- L. Third Monday of each December

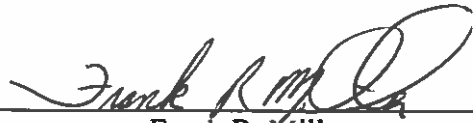
STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

I, Frank R. Miller, do hereby certify that the foregoing resolution was duly and regularly adopted by the Commissioners of the Burbank-Glendale-Pasadena Airport Authority at its regular meeting held on the 16th day of January 2018 by the following vote:

AYES: Commissioners Brown, Adams, Gharpetian, Devine,
 Sinanyan, Tornek and Selvidge

NOES: None

ABSENT: Commissioners Madison and Wiggins



Frank R. Miller
Assistant Secretary