



July 6, 2023

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

NOTICE is hereby given that a special meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, July 10, 2023, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

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

Special Meeting of July 10, 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, July 10, 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) June 5, 2023 *[See page 1]*
 - 2) Finance and Administration Committee
 - (i) May 15, 2023 *[See page 4]*
 - (ii) May 24, 2023 *[See page 7]*
 - 3) Legal, Government and Environmental Affairs Committee
 - (i) May 1, 2023 *[See page 8]*
 - (ii) June 5, 2023 *[See page 10]*
 - b. Commission Minutes
(For Approval)
 - 1) June 26, 2023 *[See page 13]*
 - c. Treasurer's Report
 - 1) March 2023 *[See page 21]*
 - d. Office Space Sublease – Atlantic Aviation *[See page 51]*
 - e. Award of Contract – Vehicle Barricade Equipment and Training Services *[See page 60]*

- f. Award of Contract – Self-Park Management, Valet Parking and Courtesy Shuttle Services *[See page 66]*
- g. Award of Professional Services Agreement Airport Marketing Consulting Services *[See page 71]*
- h. May 2023 Passenger and Air Cargo Statistics *[See page 86]*
- i. May 2023 Ground Transportation Statistics
- j. May 2023 Parking Revenue Statistics
- 6. ITEMS FOR COMMISSION APPROVAL
 - a. Election of Officers *[See page 92]*
 - b. Committee Assignments
 - c. Replacement Passenger Terminal Artwork Procurement Program Authorization for Request for Proposals for Sculpture Solicitations Preliminary Consideration of Additional Artwork Opportunity *[See page 93]*
 - d. Regional Intermodal Transportation Center Public Artwork Design Concept Selection *[See page 96]*
- 7. ITEMS FOR COMMISSION DISCUSSION
 - a. Replacement Passenger Terminal Project Introduction of Sustainability Options
- 8. ITEMS PULLED FROM CONSENT CALENDAR
- 9. EXECUTIVE DIRECTOR COMMENTS
- 10. COMMISSIONER COMMENTS
(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for future meeting.)
- 11. PUBLIC COMMENT
- 12. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, July 10, 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 June 5, 2023; approved minutes of the Finance and Administration Committee meeting of May 15, 2023, and special meeting of May 24, 2023; and approved minutes of the Legal, Government and Environmental Affairs Committee meetings of May 1, 2023, and June 5, 2023, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the June 26, 2023, Commission meeting minutes is attached for the Commission's review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for March 2023 is included in the agenda packet. At its meeting on June 26, 2023, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission note and file this report.
- d. OFFICE SPACE SUBLEASE – ATLANTIC AVIATION. A staff report is included in the agenda packet. At its meeting on June 26, 2023, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve a proposed Office Space Sublease with Mercury Air Center – Burbank, Inc., dba Atlantic Aviation.
- e. AWARD OF CONTRACT – VEHICLE BARRICADE EQUIPMENT AND TRAINING SERVICES. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to award an Equipment and Training Services Agreement ("Agreement") to MERIDIAN Rapid Defense Group Rentals LLC ("Meridian") for equipment and training services related to emergency response conditions and vehicle barricade deployment. Based on the comments and questions received by the Committee at its June 26, 2023, meeting, staff is returning to provide further information for the Committee's consideration.

The proposed contract is for a three-year base term from July 10, 2023, through July 9, 2026, with two one-year extension options available to the Commission at its discretion. The total contract price for the base term will be \$180,000 plus a fee for actual deployments. The deployment fee is scaled based on the amount of notice provided to Meridian.

- f. AWARD OF CONTRACT – SELF-PARK MANAGEMENT, VALET PARKING AND COURTESY SHUTTLE SERVICE. A staff report is included in the agenda packet. At its meeting on June 26, 2023, the Operations and Development Committee voted (3–0) to recommend that the Commission award an Agreement for Self-Park Management, Valet Parking and Courtesy Shuttle Services to ACE Parking III, LLC.

The Agreement will have a 60-month term beginning on October 1, 2023 and ending September 30, 2028. The budget for the first year of the contract would be \$7,547,764. For the full contract term, Ace's total operating budget would be \$41,705,102 and the management fee would be \$268,378. This proposed operating budget is subject to change, however, based on changes in the Authority's parking and shuttle operation needs as parking configurations are revised during construction of the Replacement Passenger Terminal.

- g. AWARD OF PROFESSIONAL SERVICES AGREEMENT – AIRPORT MARKETING CONSULTING SERVICES. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to award a Professional Services Agreement ("Agreement") to Anyone Collective, LLC ("Anyone Collective") for airport marketing consulting services, website support and media purchases. These services are in support of the continued branding, marketing, and advertising efforts of Hollywood Burbank Airport. These services, as detailed below, are for a not-to-exceed amount of \$880,000 inclusive of media purchases and a task order-based program for airline and destination marketing.
- h. MAY 2023 PASSENGER AND AIR CARGO STATISTICS. Included in the agenda packet is a presentation updating the Commission on the passenger and air cargo statistics for the month of May 2023. The May 2023 passenger count of 512,937 was up 3% compared to May of 2019's 499,289 passengers. Also compared to May 2019, air carrier aircraft operations in May 2023 were up 4%, while cargo volume was down 36% at 6.2 million pounds.
- i. MAY 2023 GROUND TRANSPORTATION STATISTICS. No staff report attached. Included in the agenda packet is a presentation updating the Commission on Ground Transportation activities for the month of May 2023.
- j. MAY 2023 PARKING REVENUE STATISTICS. No staff report attached. Included in the agenda packet is a presentation updating the Commission on parking revenue data for the month of May 2023.

6. ITEMS FOR COMMISSION APPROVAL

- a. ELECTION OF OFFICERS. A staff report is included in the agenda packet. The joint powers agreement requires the Commission to elect or re-elect a President, a Vice President, and a Secretary at the first meeting of July every year. Although not required to do so, the Commission traditionally also has chosen an Assistant Secretary, Treasurer, and Auditor at the first July meeting. Staff recommends that the Commission elect or re-elect all of its officers, including an Assistant Secretary, Treasurer, and Auditor.

- b. APPOINTMENT OF COMMITTEES. No staff report is attached. This item is included in the agenda to provide the Commission President the opportunity to make any standing or ad hoc committee appointments that he or she may wish to make.
- c. REPLACEMENT PASSENGER TERMINAL ARTWORK PROCUREMENT PROGRAM AUTHORIZATION FOR REQUEST FOR PROPOSALS FOR SCULPTURE SOLICITATIONS - PRELIMINARY CONSIDERATION OF ADDITIONAL ARTWORK OPPORTUNITY. A staff report is included in the agenda packet. Staff, Jacobs Project Management Co. and Susan F. Gray & Co., are implementing an artwork procurement program for the Replacement Passenger Terminal ("RPT") Project to satisfy the City of Burbank's Art in Public Places requirement. This agenda item seeks the Commission's authorization for issuance of two Request for Proposals to short-listed artists, one for an exterior plaza sculpture and one for an interior suspended sculpture. This item also provides a preliminary consideration of an additional RPT artwork opportunity that will be open to a broad field of the regional artist community.
- d. REGIONAL INTERMODAL TRANSPORTATION CENTER - PUBLIC ARTWORK DESIGN CONCEPT SELECTION. A staff report is included in the agenda packet. Staff seeks the Commission's approval of a conceptual design for public artwork to be displayed on six panels of the Regional Intermodal Transportation Center.

7. ITEMS FOR COMMISSION DISCUSSION

- a. REPLACEMENT PASSENGER TERMINAL PROJECT – INTRODUCTION OF SUSTAINABILITY OPTIONS. No staff report attached. Trifiletti Consulting will provide an informational overview of certifications and accreditations available in the building industry that may be pursued as part of the Replacement Passenger Terminal program.

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

JUNE 5, 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 8:34 a.m., by Commissioner Devine.

1. ROLL CALL

Present: Commissioners Devine, Gabel-Luddy and Hampton
(arrived at 8:36 a.m.)

Absent: None

Also Present: Staff: John Hatanaka, Senior Deputy Executive Director; Thomas Henderson, Director, Operations; Stephanie Gunawan-Piraner, Director, Engineering and Maintenance

2. Approval of Agenda

Agenda was approved as presented.

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. May 15, 2023

A draft copy of May 15, 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 abstention by Commissioner Gabel-Luddy).

5. Items for Approval

**a. Award of Contract
Communications Center Dispatch
Console Replacement**

Staff sought a recommendation from the Operation and Development Committee ("Committee") to the Commission for approval of a Communication System and Service Agreement with Motorola Solutions, Inc., 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 Operation Department Communications Center, which has 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.

This item was put on the Commission's agenda for its meeting immediately following the Committee's meeting.

Motion

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

Motion Approved

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

b. Award of Construction Contract for Landside Rehabilitation Project and Approval of Associated Work and CEQA Exemption Determination Project Number (E-23-01)

Staff sought an Operations and Development Committee recommendation to the Commission that it:

- i) Approve a CEQA exemption determination;
- ii) Award a construction contract in the amount of \$289,288 to All American Asphalt;
- iii) Authorize a project budget for Construction Management, Field Oversight, Quality Assurance Testing, and Contract Administration for a not-to-exceed amount of \$42,000; and
- iv) Authorize a project contingency of \$58,000.

Motion

Commissioner Gabel-Luddy moved approval under the condition that there be a follow-up discussion at a future Committee meeting regarding the outreach efforts being made to small businesses within the three cities regarding the RFP process. The motion was seconded by Commissioner Hampton.

Motion Approved

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

6. Items for Information

a. Airfield Mower Purchase Considerations

Staff is currently assessing purchase options for commercial grade mowers for airfield operation at Hollywood Burbank Airport to replace the existing mower that has passed its useful life. The current specification is for diesel-powered equipment. Staff provided a brief evaluation of the availability of comparable zero-emissions battery-electric powered airfield mower equipment that meets the Airport's performance requirements. The Committee had further questions for staff regarding the availability of electric powered equipment. Staff

will do further research and return to the Committee with additional information.

7. Items for Discussion

a. Committee Pending Items

Staff updated the Committee on future pending items.

8. Adjournment

There being no further business to discuss, the meeting was adjourned at 9:13 a.m.

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

MONDAY, MAY 15, 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 10:48 a.m., by Commissioner Ovrom.

1. ROLL CALL

Present: Commissioners Ovrom, Wilson and Quintero

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;

Ms. Teresa Ho-Urano, Esq., Independent Legal Service Support;

Present Via Zoom:

Geoff Wheeler, Vice President, Ricondo & Associates;

Wes Hough, Director, Public Resources Advisory Group;

Jenna Magan, Bond Counsel, Orrick Herrington & Sutcliffe;

Larry Sobel, Tax Counsel, Orrick Herrington & Sutcliffe;

Andrea Greenwald, Bond Counsel, Orrick Herrick & Sutcliffe;

Carmen Vargas, Director, Barclays Capital Inc.;

Hiromi Suzuki, Vice President, Sumitomo Mitsui Banking Corp.

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

Staff requested that Item No. 8.a. be taken out of order and be presented before Item No. 6.a. The Committee Chairman was in agreement with this request.

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. May 8, 2023

A draft copy of the minutes of the meeting of May 8, 2023, were included in the agenda packet for review and approval.

b. May 1, 2023

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

Commissioner Ovrom made the request to revise the minutes of May 8, 2023, to reflect that David Kwon, Director, Financial Services, was in attendance.

Motion

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

Motion Approved

The minutes were approved (3–0).

8. Items for Information

a. CTI Quarterly Investment Review – January 1, 2023 - March 31, 2023

Staff introduced James Wilkinson of Columbia Threadneedle Investments, the Authority's investment advisor, who participated via teleconference.

Mr. Wilkinson and his colleague, John Dempsey, also via teleconference, presented a quarterly update on the status of the Authority's Operating and Passenger Facility Charge Investment portfolios ended March 31, 2023.

6. Items for Approval

a. Approval of Documents for a Commercial Paper Program

Louis Choi, Managing Director, Public Resources Advisory Group, made a presentation on the Commercial Paper ("CP") Program recommended for Commission approval by the Finance and Administration Committee at its meeting on May 1, 2023. Along with Staff, the financing team has worked with Barclays Bank and Sumitomo Mitsui Banking Corporation, as providers of two letter of credit, Barclay Capital Inc., as the CP dealer, and Zions Corporate Trust as the issuing and paying agent for the CP Program, to complete documents with which to implement the CP program.

Staff sought a Committee recommendation to the Commission to adopt Resolution No. 503 to approve the form of certain CP program documents, the execution of the documents, and the authorization for other necessary actions for CP program implementation.

Motion Commissioner Quintero moved approval; seconded by Commissioner Wilson.

Motion Approved A voice vote was taken to denote unanimous (3–0) approval.

7. Items for Discussion

- a. FY 2024 Budget Development Presentation of Complete Draft FY 2024 Budget (continued)** Staff continued to review with the Committee the proposed FY 2024 budget.

Motion Staff requested approval to present the proposed budget to the AAAC for their concurrence.

Motion approved Commissioner Wilson moved approval; seconded by Commissioner Quintero. The motion was passed (3–0).

8. Items for Information (continued)

- b. Committee Pending Items** Staff informed the Committee of future pending items that will come to the Committee for review.

9. Adjournment There being no further business to discuss, the meeting was adjourned at 12:08 p.m.

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

WEDNESDAY, MAY 24, 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 9:00 a.m., by Commissioner Ovrom.

1. ROLL CALL

Present: Commissioners Ovrom, Wilson and Quintero

Absent: None

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

2. Approval of Agenda

The agenda was approved as presented.

3. Public Comment

There were no public comments.

4. Items for Discussion

**a. 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**

Staff presented and discussed with the Committee the final proposed FY 2024 budget.

After the discussion, Staff requested that the Committee recommend to the Commission approval of Resolution No. 504 adopting the FY 2024 budget. Staff also informed the Committee of the concurrence received from AAAC regarding the FY 2024 budget.

Motion

Commissioner Quintero moved approval; seconded by Commissioner Wilson.

Motion Approved

The motion was unanimously approved (3–0).

5. Adjournment

There being no further business to discuss, the meeting was adjourned at 12:08 p.m.

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

MONDAY, MAY 1, 2023

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 9:52 a.m., by Commissioner Williams.

1. ROLL CALL

Present:	Commissioners Williams, Najarian and Dyson
Absent:	None
Also Present:	Staff: Frank Miller, Executive Director; Patrick Lammerding, Deputy Executive Director, Planning and Development; Maggie Martinez, Director of Noise and Environmental Affairs Authority Counsel: Terence R. Boga of Richards, Watson & Gershon Geoff Wheeler, Ricondo & Associates; Wes Hough, Public Resources Advisory Group Joohi Sood, President, Account Manager, Polytechnique Environmental, Inc.

2. Staff Announcement: AB 23

The Assistant Board Secretary announced that, as a result of the convening of this meeting of the Legal, Government and Environmental Affairs Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.

3. Approval of Agenda

Commissioner Najarian moved approval of the agenda, seconded by Commissioner Dyson. The motion was approved (3-0).

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. April 17, 2023

Commissioner Dyson moved approval of the Committee minutes of the April 17, 2023 meeting, seconded by Commissioner Najarian. There being no objection, the motion was approved (3-0).

6. Items for Approval

a. Organizational Governance Structure Study

Staff sought direction from the Committee regarding the undertaking of an organizational governance structure study.

Motion

Commissioner Dyson moved to defer this item until the Replacement Passenger Terminal opens. The motion was seconded by Commissioner Najarian.

Motion Approved

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

b. Preliminary Discussion of Request for Citizen's Advisory Committee Agenda Item

Staff sought direction from the Committee on Commissioner Najarian's request for an agenda item to modify the Citizen's Advisory Committee parameters set by Resolution No. 488.

Motion

Commissioner Najarian moved to defer this item to which time a consultant is approved. The motion was seconded by Commissioner Dyson.

Motion Approved

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

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

Staff sought the Committee's recommendation to the Commission to approve Resolution No. 501 which is the Hollywood Burbank Airport's ("Airport") Emission Reduction Target statement. This is part of the ongoing effort to achieve Level 2 Airport Carbon Accreditation certification from the Airport Council International, to support the Burbank-Glendale-Pasadena Airport Authority's sustainability efforts in reducing the carbon emissions footprint of the Airport.

Motion

Commissioner Najarian moved approval of Staff's recommendation, seconded by Commissioner Dyson.

Motion Approved

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

7. Items for Information

a. Committee Pending Items

Staff presented pending items to the Committee members.

8. Adjournment

There being no further business, the meeting was adjourned at 10:22 a.m.

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

MONDAY, JUNE 5, 2023

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 11:43 a.m., by Commissioner Williams.

1. ROLL CALL

Present:	Commissioners Williams and Talamantes
Absent:	Commissioner Najarian
Also Present:	Staff: Scott Kimball, Deputy Executive Director, Business and Properties, SMS, Procurement and Operations; Patrick Lammerding, Deputy Executive Director, Planning and Development; Thomas Henderson, Director, Operations; Maggie Martinez, Director, Noise and Environmental Affairs
	Authority Counsel: Terence R. Boga of Richards, Watson & Gershon

2. Staff Announcement: AB 23

The Assistant Board Secretary announced that, as a result of the convening of this meeting of the Legal, Government and Environmental Affairs Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.

3. Approval of Agenda

The agenda was approved as presented.
The motion was approved (2-0, 1 absent).

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. May 1, 2023

The approval of May 1, 2023, minutes were deferred to the Committee's next meeting.

6. Items for Approval

a. Award of Professional Services Agreement for Transportation Coordinator Support Services

Staff sought a Legal, Government and Environmental Affairs Committee recommendation to the Commission for award of a Professional Services Agreement to Steer, Davies & Gleave, Inc. for employee transportation coordinator support services for a two-year period. The services and fees covered in the proposed agreement will be for the development of an existing conditions report, development of annual average vehicle ridership surveys, and development and implementation of a rideshare plan. The agreement will have a not to exceed amount of \$35,315 for the first year and \$30,815 for the second year.

Motion

Commissioner Talamantes moved approval; seconded by Commissioner Williams.

Motion Approved

There being no objection, the motion was approved (2-0, 1 absent).

b. Airport Rules and Regulations Update

Staff sought a Legal, Government and Environmental Affairs Committee recommendation to the Commission for approval of updated Airport Rules & Regulations. The Airport Rules & Regulations are required by the Federal Aviation Administration and promote safe operations for all airside, terminal, and landside airport facilities. The Airport Rules & Regulations initially were approved in 1978 and have gone through numerous revisions, with the most recent version approved in 2020.

Motion

Commissioner Talamantes moved approval; seconded by Commissioner Williams.

Motion Approved

There being no objection, the motion was approved (2-0, 1 absent).

7. Items for Discussion

a. RITC Art in Public Places Program Update

Staff updated the Committee on the status of the Art in Public Places project for the Regional Intermodal Transportation Center. Staff also advised the Committee on the process of selection that will be applied, which is the same procedure utilized for the Replacement Passenger Terminal design concept selection.

8. Items for Information

a. Committee Pending Items

Staff presented pending items to the Committee members.

9. Adjournment

There being no further business, the meeting was adjourned at 11:58 a.m.

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

MONDAY, JUNE 26, 2023

A special meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:18 a.m., by President Gabel-Luddy.

1. ROLL CALL

Present: Commissioners Gabel-Luddy, Williams, Hampton, Quintero, Ovrom, Devine, Wilson and Talamantes

Absent: Commissioner Najarian

Also Present: Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Scott Kimball, Deputy Executive Director, Operations, Business & Properties, Procurement, SMS & Parking

Also Present:
Louis Choi, Public Resources Advisory Group

2. PLEDGE OF ALLEGIANCE

Commissioner Devine led the pledge of Allegiance.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

MOTION

Commissioner Williams moved approval of agenda; seconded by Commissioner Hampton.

MOTION APPROVED

The motion was approved (8–0, 1 absent).

AYES: Gabel-Luddy, Williams, Hampton, Quintero, Ovrom, Devine, Wilson and Talamantes

NOES: NONE

ABSENT: Commissioner Najarian

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.)

Justin, 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 Minutes

(For Note and File)

1) Executive Committee

(i) March 29, 2023

Approved minutes of the March 29, 2023, special meeting of the Executive Committee were included in the agenda packet for information purposes.

2) Operations and Development Committee

(i) May 15, 2023

Approved minutes of the May 15, 2023, Operations and Development Committee meeting were included in the agenda packet for information purposes.

b. Commission Minutes

(For Approval)

1) June 5, 2023

A copy of the draft minutes of the June 5, 2023, Commission meeting were included in the agenda packet for review and approval.

c. Award of Construction Contract for Landside Rehabilitation Project and Approval of Associated Work and CEQA Exemption Determination – Project Number (E-23-01)

At its meeting on June 5, 2023, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission: i) Approve a CEQA exemption determination, ii) Award a construction contract in the amount of \$289,288 to All American Asphalt; iii) Authorize a project budget for Construction Management, Field Oversight, and Quality Assurance Testing, and Contract Administration for a not-to-exceed amount of \$42,000; and iv) Authorize a project contingency of \$58,000.

The project is anticipated to begin in the Summer and be completed in Fall 2023.

d. Award of Professional Services Agreement for Transportation Coordinator Support Services

At its meeting on June 5, 2023, the Legal, Government and Environmental Affairs Committee voted (2–0, 1 absent) to recommend that the Commission award a Professional Services Agreement to Steer, Davies & Gleave, Inc., for employee transportation coordinator support services for a two-year period. The services and fees will be for the development of an existing conditions report, development of annual average vehicle ridership surveys, and development and implementation of a rideshare plan. The agreement has a not-to-exceed amount of \$35,315 for the first year and \$30,815 for the second year.

e. Airport Rules and Regulations Update

Commissioner Ovrom pulled this item to be discussed under Item No. 8.

f. Award of Contract – Vehicle Barricade Equipment and Training Services

This item was not approved for referral by the Operations and Development Committee and will be re-agendized for a future Commission meeting after further review by the Committee.

g. Approval of Aid-in-Construction Deposit for Temporary Construction Power – Replacement Passenger Terminal Project

At its meeting held immediately prior to the Commission meeting, the Operations and Development Committee voted unanimously to recommend that the Commission approve payment of an aid-in-construction deposit with the City of Burbank in the amount of \$494,000 for Burbank Water and Power (“BWP”) to purchase long-lead electrical items required to bring temporary power for construction of the Replacement Passenger Terminal Project, anticipated to begin in Spring 2024. This deposit will be reconciled with BWP’s actual purchase costs.

h. Legal, Government and Environmental Affairs Committee Regular Meeting Starting Time Change – Proposed Resolution No. 505

Commissioner Talamantes pulled this item to be discussed under Item No. 8.

MOTION

Commissioner Wilson moved approval of the Consent Calendar; seconded by Commissioner Williams.

MOTION APPROVED

The motion was approved (8–0, 1 absent).

AYES: Gabel-Luddy, Williams, Hampton, Quintero, Ovrom, Devine, Wilson and Talamantes

NOES: NONE

ABSENT: Commissioner Najarian

6. ITEMS FOR COMMISSION APPROVAL

a. Award of Professional Services Agreement – RS&H California, Inc.

Staff presented to the Commission for approval a Professional Services Agreement with RS&H California, Inc., for supplemental environmental impact statement (“EIS”) analysis for the Replacement Passenger Terminal (“RPT”) Project in the amount of \$394,000.

The estimated time to complete the supplemental study is approximately 32 weeks. In accordance with the FAA requirements, an independent fee estimate to validate the scope and cost will be undertaken by Ricondo & Associates for \$12,000.

Funding for this study and the independent fee estimate would initially be through the Authority reserves and reimbursed through a future FAA grant (the pending BIL grant application) for project formulation costs of the RPT Project.

MOTION

Commissioner Talamantes moved approval; seconded by Commissioner Wilson.

MOTION APPROVED

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

AYES: Gabel-Luddy, Williams, Hampton, Quintero, Ovrom, Devine, Wilson and Talamantes

NOES: NONE

ABSENT: Commissioner Najarian

7. ITEMS FOR COMMISSION DISCUSSION

a. Replacement Passenger Terminal Project – Art in Public Places Program Update

Staff introduced Susan Gray, a subconsultant to Jacobs Project Management Company, who provided an update on the implementation of the Art in Public Places component of the Replacement Passenger Terminal.

Ms. Gray informed the Commission of the type of art being commissioned from a list of artists from the community who have been invited by the Design Team to submit art projects for consideration. A Request for Proposal (“RFP”) is scheduled to be extended to these artists in the near future.

After a discussion regarding the anonymity of the list, the Commission made a motion requesting direction and authorization for the RFP to be delayed and issued once discussion has been undertaken with the Art Commissions of the three cities, Burbank, Glendale, and Pasadena, to further vet the list and enable the addition of more names of artists for consideration. The consultant can then return to the Commission with an updated RFP which will also include an additional category for the inclusion of works from various local artists who may not be amongst the listed individuals.

MOTION

Commissioner Wilson moved to have direction and authorization for the RFP to be issued once the Art Commissions from the three cities have been consulted and to suspend the offering of the RFP; seconded by Commissioner Williams.

MOTION DENIED

The motion was denied (4–4, 1 absent).

AYES: Gabel-Luddy, Williams, Devine, Wilson

NOES: Hampton, Ovrom, Quintero, and Talamantes

ABSENT: Commissioner Najarian

MOTION

As a result of the item being denied, Commissioner Ovrom made the motion to have this item agendaized for the next

scheduled Commission meeting; seconded by Commissioner Hampton.

MOTION APPROVED

The motion was approved (8–0, 1 absent)

AYES: Gabel-Luddy, Williams, Hampton, Quintero, Ovrom, Devine, Wilson and Talamantes

NOES: NONE

ABSENT: Commissioner Najarian

NOTE: The Commission President announced that Item No. 7.b. would be rescheduled for the next scheduled Commission meeting, and also announced a short break be taken at 11:10 a.m. The meeting reconvened at 11:17 a.m.

Upon reconvening, the Commission president announced that Public Comment would be taken as it regarded Item No. 7.b.

Comment was made by Heather Roth, resident of the City of Pasadena.

b. Replacement Passenger Terminal Project – Introduction of Sustainability Options

This item was rescheduled for presentation at the next scheduled Commission meeting.

8. ITEMS PULLED FROM CONSENT CALENDAR

5.e. Airport Rules and Regulations Update

At its meeting held on June 5, 2023, the Legal, Government and Environmental Affairs Committee voted (2–0, 1 absent) to recommend that the Commission approve the updated Airport Rules and Regulations.

The Airport Rules and Regulations are required by the Federal Aviation Administration and promote safe operations for all airside, terminal, and landside airport facilities. The Airport Rules & Regulations initially were approved in 1978 and have gone through numerous revisions, with the most recent version approved in 2020.

MOTION

Commissioner Ovrom moved approval; seconded by Commissioner Hampton.

MOTION APPROVED

The motion was approved (8–0, 1 absent)

AYES: Gabel-Luddy, Williams, Hampton, Quintero, Ovrom, Devine, Wilson and Talamantes

NOES: NONE

ABSENT: Commissioner Najarian

**5.h. Legal, Government and
Environmental Affairs
Committee
Regular Meeting Starting Time
Change – Proposed Resolution
No. 505**

At the June 7, 2023, Executive Committee meeting, Vice President Williams requested to change the starting time for the Legal Committee to 8:30 a.m. President Gabel-Luddy concurred. Commissioner Najarian was absent. Therefore, Staff presented Resolution No. 505 for approval by the Commission. This resolution will set the starting time of the Legal, Government and Environmental Affairs Committee regular meetings to 8:30 a.m. The Operations and Development Committee meets at 8:30 a.m. The Finance and Administration Committee meets at 9:30 a.m. or immediately following the Commission meeting.

In accordance with Resolution No. 408, which specifies the dates, times, and places of regular meetings of the Commission's standing advisory committees, all three standing committees have regular meetings on the same days as Commission regular meetings.

MOTION

Commissioner Hampton moved approval; seconded by Commissioner Williams.

MOTION APPROVED

The motion was approved (6–1, 1 absent, 1 abstained).

AYES: Gabel-Luddy, Williams, Devine, Hampton, Quintero, and Wilson

NOES: Commissioner Talamantes

ABSENT: Commissioner Najarian

ABSTAINED: Commissioner Ovrom

9. EXECUTIVE DIRECTOR COMMENTS

The Executive Director informed the Commission that he would be making the Quarterly Report at the Burbank City Council Meeting on Tuesday, June 27, 2023.

10. COMMISSIONER COMMENTS

Commissioner Ovrom reiterated the importance of agendizing as soon as possible the Art in Public Places for the Replacement

Passenger Terminal Project. This was supported by Commissioner Wilson.

Commissioner Wilson and Williams commented that they both would be attending the installation of the new President for the Board for the Pasadena Chamber of Commerce on Thursday, June 29, 2023.

President Gabel-Luddy informed the Commission that she met with the Burbank Council on Disabilities and will continue to follow up with them. The President will further speak on this with the Executive Committee at their next scheduled meeting.

11. PUBLIC COMMENT

There were no public comments.

12. ADJOURNMENT

The meeting was adjourned at 11:35 a.m.

Emily Gabel-Luddy, President

Ara Najarian, Secretary

Date

Date



July 10, 2023

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

Dear Commissioners:

The attached report, covering the month of March, 2023, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six month period following the date of the attached report.

Sincerely,

[To be signed]

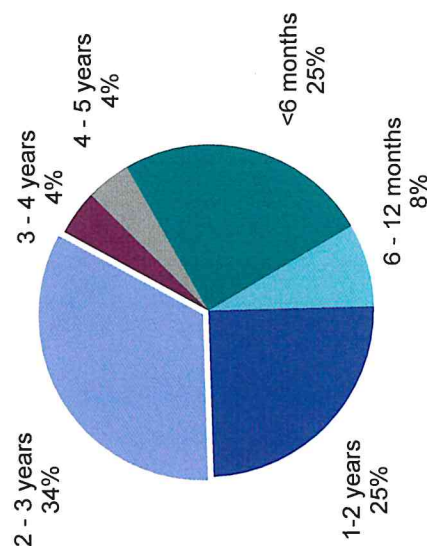
Tyron Hampton
Treasurer

Attachments

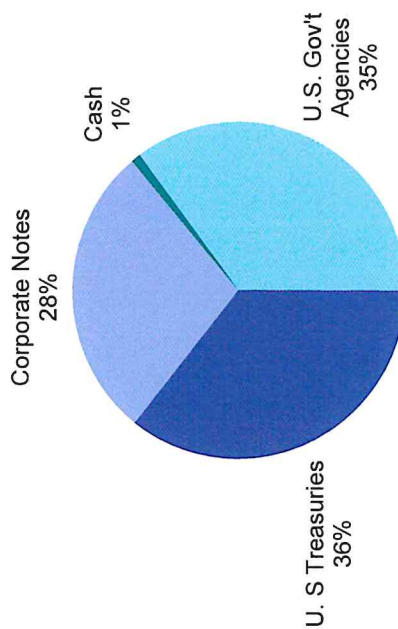
Operating Portfolio Investment Guidelines Conformance as of March 31, 2023

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	3.70 Years	70%	35%
Corporate Notes	5 Years	4.56 Years	30%	28%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	1%
U.S. Gov Securities (Treasuries)	5 Years	4.25 Years	No Limit	36%

Maturity Distribution



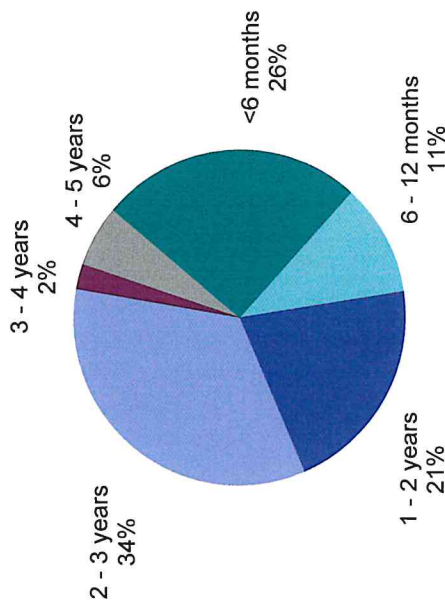
Sector Allocation



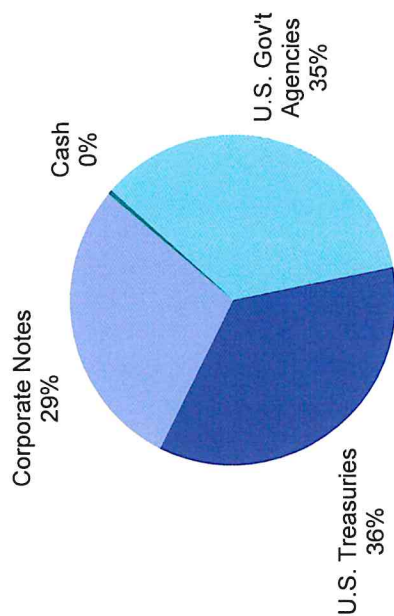
PFC Portfolio Investment Guidelines Conformance as of March 31, 2023

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	3.70 Years	70%	35%
Corporate Notes	5 Years	4.56 Years	30%	29%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	>1%
U.S. Gov Securities (Treasuries)	5 Years	4.25 Years	No Limit	36%

Maturity Distribution



Sector Allocation



Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 03/31/23

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
03/31/23	Dreyfus Treasury	BAXB9MM47	0.000	03/31/23	03/31/23	\$ 2,100,522	\$ 2,100,522	\$ 2,100,522	\$ -	4.79%	0	0.83%
09/30/22	Treasury Note	912828ZH6	0.250	04/15/23	04/15/23	5,500,000	5,394,297	5,491,860	97,563	3.84%	15	2.18%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	04/18/23	1,000,000	1,025,031	1,023,040	(1,991)	5.56%	18	0.41%
12/03/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	6,850,000	7,104,981	6,838,218	(266,763)	4.78%	30	2.71%
02/16/22	Chevron Corp	166764BU3	2.300	05/11/23	05/11/23	1,700,000	1,715,045	1,700,867	(14,178)	5.28%	41	0.68%
02/24/22	3M	88579YBE0	1.710	02/14/24	05/14/23	1,625,000	1,628,055	1,621,880	(6,175)	5.82%	44	0.64%
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	05/15/23	1,800,000	1,874,460	1,791,252	(83,208)	6.57%	45	0.71%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	1,225,000	1,224,550	1,220,431	(4,119)	5.40%	45	0.48%
05/02/22	Treasury Note	912828ZP8	0.130	05/15/23	05/15/23	5,500,000	5,384,317	5,470,135	85,818	4.52%	45	2.17%
03/03/22	Truist Financial Corp	89788MAF9	2.285	06/09/25	05/31/23	2,100,000	2,089,173	2,007,684	(81,489)	7.59%	61	0.80%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	1,250,000	1,234,086	1,242,763	8,677	6.20%	62	0.49%
08/10/22	Treasury Note	912828ZU7	0.250	06/15/23	06/15/23	5,500,000	5,384,258	5,449,950	85,692	4.65%	76	2.16%
05/05/20	Federal Home Loan Mortgage Corp	3137EAEN5	2.750	06/19/23	06/19/23	6,250,000	6,718,056	6,221,188	(496,868)	4.86%	80	2.47%
03/14/22	FNMA	3135G05G4	0.250	07/10/23	07/10/23	4,000,000	3,929,320	3,950,480	21,160	4.81%	101	1.57%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	07/22/23	1,000,000	990,650	988,030	(2,620)	5.74%	113	0.39%
01/31/22	Treasury Note	91282CCN9	0.130	07/31/23	07/31/23	4,500,000	4,432,793	4,431,960	(833)	4.68%	122	1.76%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	08/04/23	1,250,000	1,111,613	1,115,650	4,037	0.00%	126	0.44%
01/21/20	FNMA	3135G0UJ3	2.875	09/12/23	09/12/23	5,050,000	5,296,103	5,005,308	(290,795)	2.88%	165	1.99%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	6,775,000	7,065,870	6,715,719	(350,151)	4.67%	183	2.67%
03/16/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	3,200,000	3,479,090	3,161,376	(317,714)	4.73%	244	1.25%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	2,250,000	2,321,258	2,218,140	(103,118)	5.45%	298	0.88%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	1,750,000	1,882,594	1,728,773	(153,821)	5.07%	318	0.69%
12/10/21	Treasury Note	91282CBM2	0.130	02/15/24	02/15/24	1,725,000	1,702,562	1,657,691	(44,871)	4.71%	321	0.66%
04/10/21	Melife Inc	59156RBH0	3.600	04/10/24	04/10/24	1,750,000	1,897,945	1,725,185	(172,760)	5.04%	376	0.68%
06/22/20	Comcast Corporation	2003NCR0	3.700	04/15/24	04/15/24	1,800,000	1,972,081	1,779,120	(192,961)	4.86%	381	0.71%
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	2,000,000	2,144,538	1,968,200	(176,338)	4.87%	411	0.78%
01/18/22	Target Corporation	87612EBD7	3.500	07/01/24	07/01/24	1,750,000	1,831,278	1,727,180	(104,098)	3.50%	458	0.69%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	1,900,000	2,025,714	1,863,064	(162,650)	4.43%	483	0.74%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	1,600,000	1,646,699	1,553,984	(92,715)	4.48%	503	0.62%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	13,000,000	13,567,227	12,557,220	(1,010,007)	4.38%	519	4.98%
05/20/21	United Parcel Service INC	911312BT2	2.200	09/01/24	09/01/24	1,571,000	1,637,949	1,520,979	(116,970)	4.54%	520	0.60%
02/12/21	PNC Bank NA	69353REF1	3.300	10/30/24	10/30/24	2,000,000	2,150,631	1,934,560	(216,071)	5.48%	579	0.77%
01/27/22	FHLB	3130A3GE8	2.750	12/13/24	12/13/24	2,200,000	2,281,046	2,140,380	(140,666)	4.42%	623	0.85%
01/27/22	Treasury Note	91282CDN8	1.000	12/15/24	12/15/24	2,000,000	1,977,266	1,895,080	(82,186)	4.21%	625	0.75%
06/25/20	Wisconsin Electric Power Company	976656CLO	2.050	12/15/24	12/15/24	1,450,000	1,518,887	1,379,429	(139,458)	5.06%	625	0.55%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 03/31/23

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
01/06/22	FFCB	3133ENKS8	1.130	01/06/25	01/06/25	1,540,000	1,536,535	1,455,161	(81,374)	4.40%	647	0.58%
12/10/21	Federal National Mortgage Association	3135GQX24	1.630	01/07/25	01/07/25	1,500,000	1,527,600	1,434,000	(93,600)	4.23%	648	0.57%
05/11/22	Apple Inc	037833DF4	2.750	01/13/25	01/13/25	1,700,000	1,691,920	1,656,531	(35,389)	4.25%	654	0.66%
03/29/21	US Bank NA/Cincinnati OH	90331HPL1	2.050	01/21/25	01/21/25	2,000,000	2,069,895	1,887,380	(182,515)	5.36%	662	0.75%
09/15/22	Merck & Co Inc	5933YAR6	2.750	02/10/25	02/10/25	1,825,000	1,770,464	1,785,580	15,116	3.97%	682	0.71%
10/01/20	FHLMC Reference Note	3137EAP0	1.500	02/12/25	02/12/25	7,000,000	7,082,816	6,661,970	(420,846)	4.22%	684	2.64%
03/04/22	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,750,000	1,753,833	1,670,008	(83,825)	4.28%	697	0.66%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	1,825,000	1,939,204	1,771,528	(167,676)	4.31%	706	0.70%
08/05/20	FHFB	3130A4CH3	2.380	03/14/25	03/14/25	250,000	273,060	241,168	(31,892)	4.28%	714	0.10%
08/05/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	1,875,000	2,048,908	1,826,925	(221,983)	4.53%	715	0.73%
05/12/20	Intel Corp	458140BP4	3.400	03/25/25	03/25/25	1,000,000	1,106,180	982,780	(123,400)	4.31%	725	0.39%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	2,300,000	2,287,242	2,145,210	(142,032)	4.04%	731	0.85%
05/05/20	Florida Power & Light Company	341081FZ5	2.850	04/01/25	04/01/25	1,000,000	1,086,930	970,150	(116,780)	4.42%	732	0.39%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	250,000	274,895	243,378	(31,517)	4.65%	732	0.10%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	7,000,000	7,032,434	6,510,070	(522,364)	4.12%	745	2.58%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	1,800,000	1,770,312	1,744,524	(25,788)	4.29%	746	0.69%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	9,500,000	9,317,379	8,841,650	(475,729)	4.17%	753	3.51%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	1,800,000	1,801,335	1,763,748	(37,587)	4.41%	774	0.70%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	1,400,000	1,514,257	1,372,630	(141,627)	4.47%	776	0.54%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	1,700,000	1,751,887	1,667,853	(84,034)	4.39%	781	0.66%
12/15/21	Pfizer Inc	717081EZ7	0.800	05/28/25	05/28/25	2,000,000	1,956,882	1,859,000	(97,882)	4.25%	789	0.74%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	1,400,000	1,388,338	1,371,846	(16,492)	4.47%	807	0.54%
08/05/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	9,000,000	8,958,043	8,295,480	(662,563)	3.92%	822	3.29%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	3,500,000	3,389,531	3,425,065	35,534	3.98%	837	1.36%
11/19/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	625,000	690,233	616,063	(74,170)	4.35%	851	0.24%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	2,000,000	2,225,136	1,940,680	(284,456)	4.88%	871	0.77%
09/25/20	FNMA Benchmark Note	3135G05X7	0.375	08/25/25	08/25/25	3,500,000	3,493,350	3,205,265	(288,085)	4.09%	878	1.27%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	1,375,000	1,360,702	1,346,345	(14,357)	4.57%	885	0.53%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	1,800,000	1,800,980	1,789,758	(11,222)	4.30%	892	0.71%
09/29/22	FFCB	3133ENP95	4.250	09/30/25	09/30/25	7,000,000	6,978,380	6,989,080	10,700	4.32%	914	2.77%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	12,000,000	11,848,980	10,981,320	(867,660)	3.97%	952	4.36%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	1,784,000	1,840,277	1,765,982	(74,295)	3.93%	1021	0.70%
01/19/23	FHFB	3130AKQX7	0.700	01/28/26	01/28/26	1,750,000	1,582,610	1,584,223	1,613	4.30%	1034	0.63%
12/23/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	1,500,000	1,340,605	1,363,245	22,640	3.83%	1065	0.54%
01/19/23	FHFB	3130ALHH0	0.960	03/05/26	03/05/26	3,900,000	3,541,043	3,552,861	11,818	4.22%	1070	1.41%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
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As of 03/31/23

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	1,875,000	1,899,597	1,710,788	(188,809)	4.72%	1075	0.68%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	7,250,000	7,189,318	7,267,545	78,227	4.03%	1078	2.88%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	1,625,000	1,672,301	1,532,765	(139,536)	4.59%	1127	0.61%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,760	931,319	(120,441)	4.03%	1260	0.37%
03/01/23	Pepsico Inc	713448DN5	2.380	10/06/26	10/06/26	1,100,000	1,012,439	1,038,300	25,861	4.11%	1285	0.41%
02/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	5,000,000	4,652,226	4,702,749	50,523	3.77%	1325	1.87%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	3,800,000	3,910,845	3,554,975	(355,870)	4.02%	1351	1.41%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	5,500,000	4,850,956	4,877,784	26,828	3.69%	1461	1.94%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	5,000,000	4,378,710	4,379,699	989	3.68%	1552	1.74%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	1,000,000	925,899	945,339	19,440	4.29%	1659	0.38%
	Subtotal					\$242,220,522	\$243,296,172	\$232,857,018	\$ (10,439,154)	4.38%	617	92.43%
	Local Agency Investment Fund (LAIF)					19,319,338	19,319,338	19,058,726	(260,612)	2.83%	275	7.57%
	Subtotal					\$261,539,860	\$262,615,510	\$251,915,744	\$ (10,699,766)	4.26%	591	100.00%
	Operating Bank Balance						22,647,607					
	TOTAL						\$285,263,117					

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Purchases - Maturities - Sales
As of 03/31/23

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
03/01/23	Pepsico Inc	713448DN5	2.380	10/06/26	1,100,000.00	92.04000	\$ 1,012,440.00	\$ (10,667.71)
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	5,000,000.00	87.57422	4,378,710.94	(5,179.56)
03/15/23	Treasury Note	912828U24	2.000	11/15/26	1,000,000.00	94.12891	941,289.06	(6,685.08)
					-	-	-	-
					-	-	-	-
					-	-	-	-
					-	-	-	-
					-	-	-	-
					-	-	-	-
TOTAL PURCHASES					\$ 7,100,000.00		\$ 6,332,440.00	\$ (22,532.35)

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
10/02/19	Pepsico Inc	713448CG1	2.750	03/01/23	\$ 1,300,000.00	103.42200	\$ 1,344,486.00	\$ (44,486.00)
05/02/22	Treasury Note	912828ZD5	0.500	03/15/23	5,500,000.00	98.71697	5,429,433.50	70,566.50
					-	-	-	-
					-	-	-	-
					-	-	-	-
TOTAL MATURITIES					\$ 6,800,000.00		\$ 6,773,919.50	\$ 26,080.50

SALES / REDEMPTIONS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
								\$		\$
								-	-	-
								-	-	-
								-	-	-
								-	-	-
TOTAL SALES						\$ -		\$ -	\$ -	\$ -

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
03/01/23-03/31/23

Type of Investment	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME									
Pepsico Inc	2.750	03/01/23	-	-	-	-	-	-	-
Treasury Note	0.500	03/15/23	12,686.46	13,750.00	-	-	1,063.54	-	1,063.54
Treasury Note	0.250	04/15/23	5,175.14	-	-	6,346.15	1,171.01	16,890.70	18,061.71
Treasury Note	2.750	04/30/23	62,965.12	-	-	79,096.69	16,131.57	(6,471.79)	9,659.78
Chevron Corp	2.300	05/11/23	4,361.50	-	-	12,811.90	8,450.40	(1,043.39)	7,407.01
Loews Corporation	2.625	05/15/23	13,912.50	-	-	17,850.00	3,937.50	(2,389.53)	1,547.97
Public Service Electric And Gas	2.375	05/15/23	8,566.49	-	-	10,990.97	2,424.48	162.12	2,586.60
Treasury Note	0.130	05/15/23	2,013.12	-	-	2,601.86	588.74	10,162.99	10,751.73
Simon Property Group LP	2.750	06/01/23	8,593.75	-	-	11,458.33	2,864.58	286.83	3,151.41
Treasury Note	0.250	06/15/23	2,870.88	-	-	4,041.90	1,171.02	14,457.50	15,628.52
Federal Home Loan Mortgage Corp	2.750	06/19/23	34,375.00	-	-	48,697.92	14,322.92	(12,503.73)	1,819.19
FNMA	0.250	07/10/23	1,416.67	-	-	2,250.00	833.33	4,464.00	5,297.33
Treasury Note	0.130	07/13/23	450.62	-	-	932.32	481.70	3,949.63	4,431.33
FNMA	2.875	09/12/23	68,157.47	72,593.75	-	7,662.67	12,098.95	(5,735.95)	6,363.00
Treasury Note	2.875	09/30/23	81,337.23	97,390.63	-	532.19	16,585.59	(6,212.31)	10,373.28
Treasury Note	2.875	11/30/23	23,000.00	-	-	30,835.16	7,835.16	(6,506.85)	1,328.31
Citibank NA	3.650	01/23/24	8,668.75	-	-	15,512.50	6,843.75	(1,508.54)	5,335.21
IBM Corp	3.625	02/12/24	3,348.09	-	-	8,634.55	5,286.46	(3,947.44)	1,339.02
3M	1.710	02/14/24	3,500.13	-	-	10,733.75	7,233.62	(147.75)	7,085.87
Treasury Note	0.130	02/15/24	83.39	-	-	268.04	184.65	876.06	1,060.71
Metlife Inc	3.600	04/10/24	24,675.00	-	-	29,925.00	5,250.00	(4,306.21)	943.79
Comcast Corporation	3.700	04/15/24	25,160.00	-	-	30,710.00	5,550.00	(3,917.51)	1,632.49
Bank of New York Mellon Corp	3.400	05/15/24	20,022.22	-	-	25,688.89	5,666.67	(4,010.27)	1,656.40
Target Corporation	3.500	07/01/24	10,208.33	-	-	15,312.50	5,104.17	(2,754.44)	2,349.73
Bristol-Myers Squibb Co	2.900	07/26/24	5,356.94	-	-	9,948.61	4,591.67	(2,860.90)	1,730.77
Honeywell International Inc	2.300	08/15/24	1,635.56	-	-	4,702.22	3,066.66	(920.81)	2,145.85
Treasury Note	1.875	08/31/24	662.36	-	-	21,195.65	20,533.29	(15,197.95)	5,335.34
United Parcel Service INC	2.200	09/01/24	-	-	-	2,880.17	2,880.17	(1,779.13)	1,101.04
PNC Bank NA	3.300	10/30/24	22,183.33	-	-	27,683.33	5,500.00	(3,534.55)	1,965.45
FHLB	2.750	12/13/24	13,108.33	-	-	18,150.00	5,041.67	(2,349.15)	2,692.52
Treasury Note	1.000	12/15/24	4,175.82	-	-	5,879.12	1,703.30	669.93	2,373.23
Wisconsin Electric Power Company	2.050	12/15/24	6,275.28	-	-	8,752.36	2,477.08	(1,336.93)	1,140.15
FFCB	1.130	01/06/25	2,646.88	-	-	4,090.63	1,443.75	96.70	1,540.45
Federal National Mortgage Association	1.630	01/07/25	3,656.25	-	-	5,687.50	2,031.25	(750.00)	1,281.25

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
03/01/23-03/31/23

Type of Investment	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Apple Inc	NOTE	01/13/25	6,233.33	-	-	10,129.17	3,895.84	252.50	4,148.34
US Bank NA/Cincinnati OH	NOTE	01/21/25	4,555.56	-	-	7,972.22	3,416.66	(1,582.58)	1,834.08
Merck & Co Inc	NOTE	02/10/25	2,927.60	-	-	7,109.90	4,182.30	1,900.21	6,082.51
FHLMC Reference Note	NOTE	02/12/25	5,541.67	-	-	14,291.67	8,750.00	(2,042.08)	6,707.92
FFCB	NOTE	02/25/25	510.42	-	-	3,062.50	2,552.08	(107.65)	2,444.43
Exxon Mobil Corp	NOTE	03/06/25	24,032.97	24,719.63	-	3,433.28	4,119.94	(2,315.40)	1,804.54
FHLB	NOTE	03/14/25	2,754.34	2,968.75	-	280.38	494.79	(417.25)	77.54
Ace InA Holdings Inc	NOTE	03/15/25	27,234.38	29,531.25	-	2,625.00	4,921.87	(3,304.31)	1,617.56
Intel Corp	NOTE	03/25/25	14,733.33	17,000.00	-	566.67	2,833.34	(1,810.58)	1,022.76
Treasury Note	NOTE	03/31/25	4,802.20	5,750.00	-	31.42	979.22	309.70	1,288.92
Florida Power & Light Company	NOTE	04/01/25	11,875.00	14,250.00	-	-	2,375.00	(1,471.36)	903.64
General Dynamics Corporation	NOTE	04/01/25	3,385.42	4,062.50	-	-	677.08	(502.51)	174.57
Federal Home Loan Banks	NOTE	04/14/25	13,319.44	-	-	16,236.11	2,916.67	(603.36)	2,313.31
Home Depot Inc	NOTE	04/15/25	18,360.00	-	-	22,410.00	4,050.00	874.48	4,924.48
FNMA	NOTE	04/22/25	21,276.04	-	-	26,223.96	4,947.92	5,075.00	10,022.92
Caterpillar Financial Services	NOTE	05/13/25	18,360.00	-	-	23,460.00	5,100.00	(22.84)	5,077.16
General Dynamics Corporation	NOTE	05/15/25	14,427.78	-	-	18,511.11	4,083.33	(2,327.83)	1,755.50
Qualcomm Incorporated	NOTE	05/20/25	16,454.58	-	-	21,342.08	4,887.50	(1,297.51)	3,589.99
Pfizer Inc	NOTE	05/28/25	4,133.33	-	-	5,466.67	1,333.34	1,121.44	2,454.78
Truist Financial Corp	NOTE	06/09/25	22,724.89	25,056.79	-	6,261.59	8,593.49	-	8,593.49
Cisco Systems Inc	NOTE	06/15/25	10,344.44	-	-	14,427.78	4,083.34	338.12	4,421.46
Treasury Note	NOTE	06/30/25	3,729.28	-	-	5,656.08	1,926.80	775.64	2,702.44
Treasury Note	NOTE	07/15/25	13,052.49	-	-	22,044.20	8,991.71	3,370.60	12,362.31
Intel Corp	NOTE	07/29/25	2,055.56	-	-	3,982.64	1,927.08	(1,231.79)	695.29
State Street Corporation	NOTE	08/18/25	2,563.89	-	-	8,480.56	5,916.67	(3,993.26)	1,923.41
FNMA Benchmark Note	NOTE	08/25/25	218.75	-	-	1,312.50	1,093.75	112.90	1,206.65
Burlington Northern Santa Fe LLC	NOTE	09/01/25	-	-	-	4,182.29	4,182.29	379.08	4,561.37
John Deere Capital Corp	NOTE	09/08/25	35,032.50	36,450.00	-	4,657.50	6,075.00	(26.71)	6,048.29
FFCB	NOTE	09/30/25	124,784.72	148,750.00	-	826.39	24,791.67	606.26	25,397.93
FNMA Benchmark Note	NOTE	11/07/25	19,000.00	-	-	24,000.00	5,000.00	3,189.17	8,189.17
Lockheed Martin Corporation	NOTE	01/15/26	8,092.42	-	-	13,370.09	5,277.67	(979.50)	4,298.17
FHLB	NOTE	01/28/26	1,122.92	-	-	2,143.75	1,020.83	4,615.53	5,636.36
Treasury Note	NOTE	02/28/26	20.38	-	-	652.17	631.79	4,329.84	4,961.63
FHLB	NOTE	03/05/26	18,304.00	18,720.00	-	2,704.00	3,120.00	9,572.19	12,692.19
Prudential Financial Inc	NOTE	03/10/26	13,359.38	14,062.50	-	1,640.63	2,343.75	(452.25)	1,891.50

Burbank-Glendale-Pasadena Airport Authority - Operating Account

**Earnings Report
03/01/23-03/31/23**

Type of Investment	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FHLB	NOTE	03/13/26	19,106.77	-	-	44,028.65	24,921.88	1,651.97	26,573.85
Sierra Pacific Power	NOTE	05/01/26	14,083.33	-	-	17,604.17	3,520.84	(841.90)	2,678.94
Bank of America Corp	NOTE	07/22/26	5,229.25	-	-	9,251.75	4,022.50	221.04	4,243.54
FHLB	NOTE	09/11/26	8,854.17	9,375.00	-	1,041.67	1,562.50	(864.12)	698.38
Pepsico Inc	NOTE	10/06/26	-	-	10,667.71	12,699.65	2,031.94	1,896.12	3,928.06
Morgan Stanley	NOTE	10/16/26	22,676.50	-	-	27,791.50	5,115.00	(552.75)	4,562.25
Treasury Note	NOTE	11/15/26	23,425.41	-	6,685.08	37,845.30	7,734.81	7,250.41	14,985.22
FHLB	NOTE	12/11/26	17,944.44	-	-	24,673.61	6,729.17	(1,881.94)	4,847.23
JP Morgan Chase & CO	NOTE	02/04/27	975.00	-	-	2,058.33	1,083.33	2,869.13	3,952.46
Treasury Note	NOTE	03/31/27	14,354.40	17,187.50	-	93.92	2,927.02	13,245.77	16,172.79
Treasury Note	NOTE	06/30/27	-	-	5,179.56	6,284.53	1,104.97	6,343.73	7,448.70
Unitedhealth Group Inc	NOTE	10/15/27	11,144.44	-	-	13,602.78	2,458.34	1,324.79	3,783.13
Subtotal			\$ 1,112,365.33	\$ 551,618.30	\$ 22,532.35	\$ 978,333.05	\$ 395,053.67	\$ 4,827.47	\$ 399,881.14
CASH EQUIVALENTS									
Dreyfus Treasury			-	17,340.10	-	-	17,340.10	-	17,340.10
Subtotal			\$ -	\$ 17,340.10	\$ -	\$ -	\$ 17,340.10	\$ -	\$ 17,340.10
LAIF									
Local Agency Investment Fund			78,575.01	-	-	130,209.22	51,634.21	-	51,634.21
TOTAL			\$ 1,190,940.34	\$ 568,958.40	\$ 22,532.35	\$ 1,108,542.27	\$ 464,027.98	\$ 4,827.47	\$ 468,855.45

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 03/31/23

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
03/31/23	Blackrock Liquidity Funds	09248U718	0.000	03/31/23	03/31/23	\$ 221,651	\$ 221,651	\$ 221,651	\$ -	4.79%	0	0.40%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	04/18/23	275,000	281,877	281,336	(541)	5.56%	18	0.50%
11/19/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	2,000,000	2,070,830	1,996,560	(74,270)	4.78%	30	3.57%
02/16/22	Chevron Corp	166764BU3	2.300	05/11/23	05/11/23	400,000	403,540	400,204	(3,336)	5.28%	41	0.72%
02/24/22	3M Co	88579YBE0	1.710	02/14/24	05/14/23	375,000	375,705	374,280	(1,425)	5.82%	44	0.67%
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	05/15/23	425,000	441,638	422,935	(18,703)	6.57%	45	0.76%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	300,000	302,050	298,881	(3,169)	5.40%	45	0.53%
05/02/22	Treasury Note	912828ZP8	0.130	05/15/23	05/15/23	800,000	783,406	795,656	12,250	4.52%	45	1.42%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	300,000	298,333	298,263	(70)	6.20%	62	0.53%
02/19/20	FHLMC	3137EAEN5	2.750	06/19/23	06/19/23	1,875,000	1,984,696	1,866,356	(118,340)	4.88%	80	3.34%
03/03/22	Truist Financial Corp	89788MAF9	2.280	06/09/25	06/30/23	500,000	497,792	478,020	(19,772)	7.59%	91	0.85%
03/14/22	FNMA	3135G05G4	0.250	07/10/23	07/10/23	1,200,000	1,178,796	1,185,144	6,348	4.81%	101	2.12%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	07/22/23	350,000	346,728	345,811	(917)	5.74%	113	0.62%
01/31/22	Treasury Note	91282CCN9	0.130	07/31/23	07/31/23	2,000,000	1,971,406	1,969,760	(1,646)	4.68%	122	3.52%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	08/04/23	600,000	533,574	535,512	1,938	0.00%	126	0.96%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	1,400,000	1,464,189	1,387,610	(76,579)	4.89%	165	2.48%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	1,875,000	1,959,890	1,858,594	(101,296)	4.67%	183	3.32%
02/19/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	800,000	856,141	790,344	(65,797)	4.73%	244	1.41%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	550,000	557,000	542,212	(14,788)	5.45%	298	0.97%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	410,000	441,862	405,027	(36,835)	5.07%	318	0.72%
04/30/21	Treasury Note	91282CBM2	0.125	02/15/24	02/15/24	1,750,000	1,737,221	1,681,715	(55,506)	4.71%	321	3.01%
04/26/21	Metlife Inc	59156RBH0	3.600	04/10/24	04/10/24	425,000	460,084	418,974	(41,110)	5.04%	376	0.75%
09/25/20	Comcast Corporation	20030NCR0	3.700	04/15/24	04/15/24	425,000	465,452	420,070	(45,382)	4.86%	381	0.75%
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	475,000	510,244	467,448	(42,796)	4.87%	411	0.84%
01/18/22	Target Corporation	87612EBD7	3.500	07/01/24	07/01/24	425,000	446,008	419,458	(26,550)	4.58%	458	0.75%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	450,000	480,768	441,252	(39,516)	4.43%	483	0.79%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	390,000	399,138	378,784	(20,354)	4.48%	503	0.68%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	1,600,000	1,669,813	1,545,504	(124,309)	4.38%	519	2.76%
05/20/21	United Parcel Service	911312BT2	2.200	09/01/24	09/01/24	374,000	391,124	362,092	(29,032)	4.54%	520	0.65%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	325,000	345,449	314,366	(31,083)	5.48%	579	0.56%
09/24/20	Wisconsin Electric Power Company	976656CLO	2.050	12/15/24	12/15/24	350,000	368,382	332,966	(35,416)	5.06%	625	0.60%
01/06/22	FFCB	3133ENKS8	1.130	01/06/25	01/06/25	460,000	458,965	434,659	(24,306)	4.40%	647	0.78%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 03/31/23

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
12/10/21	FNMA	3135GQX24	1.630	01/07/25	01/07/25	1,750,000	1,782,200	1,673,000	(109,200)	4.23%	648	2.99%
05/11/22	Apple Inc	037833DF4	2.750	01/13/25	01/13/25	425,000	422,980	414,133	(8,847)	4.25%	654	0.74%
02/17/22	US Bank NA/Cincinnati	90331HPL1	2.050	01/21/25	01/21/25	475,000	475,751	448,253	(27,498)	5.36%	662	0.80%
09/15/22	Merck & Co Inc	58933YAR6	2.750	02/10/25	02/10/25	434,000	421,031	424,626	3,595	3.97%	682	0.76%
01/06/22	FHLMC Reference Note	3137EAE0	1.500	02/12/25	02/12/25	1,750,000	1,765,705	1,665,493	(100,212)	4.22%	684	2.98%
03/04/22	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,250,000	1,252,738	1,192,863	(59,875)	4.28%	697	2.13%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	400,000	426,156	388,280	(37,876)	4.31%	706	0.69%
11/03/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	435,000	474,791	423,847	(50,944)	4.53%	715	0.76%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	1,600,000	1,591,125	1,492,320	(98,805)	4.04%	731	2.67%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	50,000	54,979	48,676	(6,303)	4.65%	732	0.09%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	1,450,000	1,453,984	1,348,515	(105,469)	4.12%	745	2.41%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	425,000	418,714	411,902	(6,812)	4.29%	746	0.74%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	1,225,000	1,190,032	1,140,108	(49,924)	4.17%	753	2.04%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	425,000	426,632	416,441	(10,191)	4.41%	774	0.74%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	350,000	380,073	343,158	(36,915)	4.47%	776	0.61%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	400,000	412,594	392,436	(20,158)	4.39%	781	0.70%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	475,000	466,704	441,513	(25,191)	4.25%	789	0.79%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	400,000	397,604	391,956	(5,648)	4.47%	807	0.70%
09/01/22	Treasury Note	91282CEU1	2.875	06/15/25	06/15/25	1,600,000	1,571,813	1,562,368	(9,445)	4.00%	807	2.79%
11/17/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	1,750,000	1,710,434	1,613,010	(97,424)	3.92%	822	2.88%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	1,200,000	1,162,125	1,174,308	12,183	3.98%	837	2.10%
09/25/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	400,000	447,035	394,280	(52,755)	4.35%	851	0.71%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	475,000	531,317	460,912	(70,405)	4.88%	871	0.82%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	325,000	322,095	318,227	(3,868)	4.57%	885	0.57%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	425,000	425,519	422,582	(2,937)	4.30%	892	0.76%
10/11/22	FFCB	3133ENP5	4.250	09/30/25	09/30/25	1,000,000	995,940	998,440	2,500	4.32%	914	1.79%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	3,155,000	3,140,117	2,887,172	(252,945)	3.97%	952	5.16%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	415,000	432,814	410,809	(22,005)	3.93%	1021	0.73%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,050,000	949,566	950,533	967	4.30%	1034	1.70%
12/06/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	550,000	491,906	499,856	7,950	3.83%	1065	0.89%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	900,000	817,164	819,890	2,726	4.22%	1070	1.47%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	450,000	455,338	410,588	(44,750)	4.72%	1075	0.73%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 03/31/23

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	1,250,000	1,239,537	1,253,024	13,487	4.03%	1078	2.24%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	375,000	389,283	353,714	(35,569)	4.59%	1127	0.63%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	300,000	315,527	279,395	(36,132)	4.03%	1260	0.50%
03/01/23	Pepsico Inc.	713448DN5	2.380	10/06/26	10/06/26	450,000	414,179	424,759	10,580	4.11%	1285	0.76%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	700,000	720,418	654,863	(65,555)	4.02%	1351	1.17%
01/31/23	Treasury Note	912828ZE3	0.630	03/01/27	03/01/27	2,250,000	1,984,481	1,995,457	10,976	3.69%	1431	3.57%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	1,000,000	875,741	875,939	198	3.68%	1552	1.57%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	450,000	416,654	425,402	8,748	4.29%	1659	0.76%
		Subtotal				\$ 58,294,651	\$ 58,326,548	\$ 55,914,492	\$ (2,412,056)	0.044235	623.8355	100.00%
	PFC Bank Balance						<u>7,213,887</u>					
		TOTAL					\$ 65,540,435					

Burbank-Glendale-Pasadena Airport Authority - PFC Account										
Statement of Purchases - Maturities - Sales										
As of 03/31/23										
PURCHASES										
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest		
03/01/23	Pepsico Inc.	713448DN5	2.380	10/06/26	\$ 450,000.00	92.04000	\$ 414,180.00	\$ (4,364.06)		
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	1,000,000.00	87.57422	875,742.19	(1,035.91)		
						-	-			
						-	-			
						-	-			
						-	-			
						-	-			
						-	-			
						-	-			
TOTAL PURCHASES					\$ 1,450,000.00		\$ 1,289,922.19	\$ (5,399.97)		
MATURITIES										
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)		
10/02/19	Pepsico Inc.	713448CG1	2.750	03/01/23	\$ 375,000.00	103.24707	\$ 387,176.50	\$ (12,176.50)		
05/02/22	Treasury Note	912828ZD5	0.500	03/15/23	800,000.00	98.73828	789,906.25	10,093.75		
						-	-			
						-	-			
TOTAL MATURITIES					\$ 1,175,000.00		\$ 1,177,082.75	\$ (2,082.75)		
SALES / REDEMPTIONS / DELIVERS										
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
								\$		\$
								-	-	-
								-	-	-
								-	-	-
								-	-	-
								-	-	-
						\$	-	\$	-	\$

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
03/01/23-03/31/23

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME										
Pepsico Inc.	NOTE	2.750	03/01/23	-	-	-	-	-	-	-
Treasury Note	NOTE	0.500	03/15/23	1,845.30	2,000.00	-	-	154.70	-	154.70
Treasury Note	NOTE	2.750	04/30/23	18,383.98	-	-	23,093.92	4,709.94	(1,878.22)	2,831.72
Chevron Corp	NOTE	2.300	05/11/23	1,026.23	-	-	3,014.56	1,988.33	(245.50)	1,742.83
Loews Corporation	NOTE	2.625	05/15/23	3,284.90	-	-	4,214.58	929.68	(594.28)	335.40
Public Service Electric And Gas	NOTE	2.375	05/15/23	2,097.92	-	-	2,691.67	593.75	(60.22)	533.53
Treasury Note	NOTE	0.130	05/15/23	292.82	-	-	378.45	85.63	1,364.47	1,450.10
Simon Property Group LP	NOTE	2.750	06/01/23	2,062.50	-	-	2,750.00	687.50	24.74	712.24
FHLMC	NOTE	2.750	06/19/23	10,312.50	-	-	14,609.38	4,296.88	(2,796.51)	1,500.37
FNMA	NOTE	0.250	07/10/23	425.00	-	-	675.00	250.00	1,339.20	1,589.20
Treasury Note	NOTE	0.130	07/31/23	200.28	-	-	414.36	214.08	1,658.14	1,872.22
FNMA	NOTE	2.875	09/12/23	18,895.14	20,125.00	-	2,124.31	3,354.17	(1,469.98)	1,884.19
Treasury Note	NOTE	2.875	09/30/23	22,510.30	26,953.13	-	147.28	4,590.11	(1,818.51)	2,771.60
Treasury Note	NOTE	2.875	11/30/23	5,750.00	-	-	7,708.79	1,958.79	(1,277.00)	681.79
Citibank NA	NOTE	3.650	01/23/24	2,119.03	-	-	3,791.94	1,672.91	(104.45)	1,568.46
IBM Corp	NOTE	3.625	02/12/24	784.41	-	-	2,022.95	1,238.54	(980.71)	257.83
Treasury Note	NOTE	0.125	02/15/24	84.60	-	-	271.93	187.33	450.62	637.95
3M Co	NOTE	1.710	02/14/24	807.72	-	-	2,477.02	1,669.30	(34.10)	1,635.20
Metlife Inc	NOTE	3.600	04/10/24	5,992.50	-	-	7,267.50	1,275.00	(1,031.18)	243.82
Comcast Corporation	NOTE	3.700	04/15/24	5,940.56	-	-	7,250.97	1,310.41	(1,025.64)	284.77
Bank of New York Mellon Corp	NOTE	3.400	05/15/24	4,755.28	-	-	6,101.11	1,345.83	(988.67)	357.16
Target Corporation	NOTE	3.500	07/01/24	2,479.17	-	-	3,718.75	1,239.58	(719.16)	520.42
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	1,268.75	-	-	2,356.25	1,087.50	(734.97)	352.53
Honeywell International Inc	NOTE	2.300	08/15/24	398.67	-	-	1,146.17	747.50	(194.99)	552.51
Treasury Note	NOTE	1.875	08/31/24	81.52	-	-	2,608.70	2,527.18	(1,870.52)	656.66
United Parcel Service	NOTE	2.200	09/01/24	-	-	-	685.67	685.67	(478.18)	207.49
PNC Funding Corp	NOTE	3.300	10/30/24	3,604.79	-	-	4,498.54	893.75	(359.06)	534.69
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	1,514.72	-	-	2,112.64	597.92	(377.41)	220.51
FFCB	NOTE	1.130	01/06/25	790.63	-	-	1,221.88	431.25	28.88	460.13
FNMA	NOTE	1.630	01/07/25	4,265.63	-	-	6,635.42	2,369.79	(875.00)	1,494.79
Apple Inc	NOTE	2.750	01/13/25	1,558.33	-	-	2,532.29	973.96	63.13	1,037.09
US Bank NA/Cincinnati	NOTE	2.050	01/21/25	1,081.94	-	-	1,893.40	811.46	(21.46)	790.00
Merck & Co Inc	NOTE	2.750	02/10/25	696.21	-	-	1,690.79	994.58	451.89	1,446.47

Burbank-Glendale-Pasadena Airport Authority - PFC Account

Earnings Report
03/01/23-03/31/23

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FHLMC Reference Note	NOTE	1.500	02/12/25	1,385.42	-	-	3,572.92	2,187.50	(423.98)	1,763.52
FFCB	NOTE	1.750	02/25/25	364.58	-	-	2,187.50	1,822.92	(76.90)	1,746.02
Exxon Mobil Corp	NOTE	2.709	03/06/25	5,267.50	5,418.01	-	752.50	903.01	(554.63)	348.38
Ace InA Holdings Inc	NOTE	3.150	03/15/25	6,318.38	6,851.25	-	609.00	1,141.87	(796.61)	345.26
Treasury Note	NOTE	0.050	03/31/25	3,340.66	4,000.00	-	21.86	681.20	215.45	896.65
General Dynamics Corporation	NOTE	3.250	04/01/25	677.08	812.50	-	-	135.42	(100.50)	34.92
Federal Home Loan Banks	NOTE	0.500	04/14/25	2,759.03	-	-	3,363.19	604.16	(74.30)	529.86
Home Depot Inc	NOTE	2.700	04/15/25	4,335.00	-	-	5,291.25	956.25	178.07	1,134.32
FNMA	NOTE	0.630	04/22/25	2,743.49	-	-	3,381.51	638.02	1,029.98	1,668.00
Caterpillar Financial Services	NOTE	3.400	05/13/25	4,335.00	-	-	5,539.17	1,204.17	(46.43)	1,157.74
General Dynamics Corporation	NOTE	3.500	05/15/25	3,606.94	-	-	4,627.78	1,020.84	(635.58)	385.26
Qualcomm Incorporated	NOTE	3.450	05/20/25	3,871.67	-	-	5,021.67	1,150.00	(318.41)	831.59
Pfizer Inc	NOTE	0.800	05/28/25	981.67	-	-	1,298.33	316.66	204.10	520.76
Truist Financial Corp	NOTE	2.280	06/09/25	5,410.69	5,965.91	-	1,490.85	2,046.07	-	2,046.07
Cisco Systems Inc	NOTE	3.500	06/15/25	2,955.56	-	-	4,122.22	1,166.66	66.68	1,233.34
Treasury Note	NOTE	2.875	06/15/25	9,604.40	-	-	13,521.98	3,917.58	859.21	4,776.79
Treasury Note	NOTE	0.250	06/30/25	725.14	-	-	1,099.79	374.65	933.67	1,308.32
Treasury Note	NOTE	3.000	07/15/25	4,475.14	-	-	7,558.01	3,082.87	1,155.63	4,238.50
Intel Corp	NOTE	3.700	07/29/25	1,315.56	-	-	2,548.89	1,233.33	(837.37)	395.96
State Street Corporation	NOTE	3.550	08/18/25	608.92	-	-	2,014.13	1,405.21	(1,012.80)	392.41
Burlington Northern Santa Fe LLC	NOTE	3.650	09/01/25	-	-	-	988.54	988.54	75.47	1,064.01
John Deere Capital Corp	NOTE	4.050	09/08/25	8,271.56	8,606.25	-	1,099.69	1,434.38	(14.46)	1,419.92
FFCB	NOTE	4.250	09/30/25	17,826.39	21,250.00	-	118.06	3,541.67	114.04	3,655.71
FNMA Benchmark Note	NOTE	0.500	11/07/25	4,995.42	-	-	6,310.00	1,314.58	311.02	1,625.60
Lockheed Martin Corporation	NOTE	3.550	01/15/26	1,882.49	-	-	3,110.19	1,227.70	(343.47)	884.23
FHLB	NOTE	0.700	01/28/26	673.75	-	-	1,286.25	612.50	2,769.32	3,381.82
Treasury Note	NOTE	0.500	02/28/26	7.47	-	-	239.13	231.66	1,539.44	1,771.10
FHLB	NOTE	0.960	03/05/26	4,224.00	4,320.00	-	624.00	720.00	2,208.97	2,928.97
Prudential Financial Inc	NOTE	1.500	03/10/26	3,206.25	3,375.00	-	393.75	562.50	(98.18)	464.32
FHLB	NOTE	4.130	03/13/26	3,294.27	-	-	7,591.15	4,296.88	284.82	4,581.70
Sierra Pacific Power	NOTE	2.600	05/01/26	3,250.00	-	-	4,062.50	812.50	(264.67)	547.83
Bank of America Corp	NOTE	4.830	07/22/26	1,830.24	-	-	3,238.11	1,407.87	77.36	1,485.23
FHLB	NOTE	1.880	09/11/26	2,656.25	2,812.50	-	312.50	468.75	(259.24)	209.51
Pepsico Inc.	NOTE	2.380	10/06/26	-	-	4,364.06	5,195.31	831.25	775.68	1,606.93

Burbank-Glendale-Pasadena Airport Authority - PFC Account

**Earnings Report
03/01/23-03/31/23**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Morgan Stanley	NOTE	6.140	10/16/26	6,236.04	-	-	7,642.66	1,406.62	(151.73)	1,254.89
FHLB	NOTE	2.130	12/11/26	3,305.56	-	-	4,545.14	1,239.58	(346.67)	892.91
JP Morgan Chase & CO	NOTE	1.040	02/04/27	468.00	-	-	988.00	520.00	1,377.18	1,897.18
Treasury Note	NOTE	0.630	03/01/27	5,872.25	7,031.25	-	38.42	1,197.42	5,418.73	6,616.15
Treasury Note	NOTE	0.500	06/30/27	-	-	1,035.91	1,256.91	221.00	1,268.75	1,489.75
Unitedhealth Group Inc	NOTE	2.950	10/15/27	5,015.00	-	-	6,121.25	1,106.25	596.16	1,702.41
Subtotal				\$ 263,408.10	\$ 119,520.80	\$ 5,399.97	\$ 245,290.33	\$ 96,003.06	\$ 549.15	\$ 96,552.21
CASH EQUIVALENTS										
Blackrock Liquidity Funds				-	1,280.96	-	-	1,280.96	-	1,280.96
Subtotal				\$ -	\$ 1,280.96	\$ -	\$ -	\$ 1,280.96	\$ -	\$ 1,280.96
TOTAL				\$ 263,408.10	\$ 120,801.76	\$ 5,399.97	\$ 245,290.33	\$ 97,284.02	\$ 549.15	\$ 97,833.17

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND NINE MONTHS ENDED MARCH 31, 2023 & 2022

March 2023									
Monthly Performance					Fiscal YTD Performance (July 2022 - March 2023)				
A	B	C	D	E	F	G	H	I	J
Actual \$ Mar 2023	Budget Mar 2023	Actual \$ Prior Year Mar 2022	Note	Variance Actual Vs. Budget	Fiscal YTD	Fiscal YTD Budget	Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
OPERATING ACTIVITY									
CASH RECEIPTS FROM OPERATIONS									
1	\$354,706	\$359,804	(2)	(\$5,098)	\$3,822,110	\$3,374,996	\$3,281,506	(2)	\$447,114
2	2,331,203	1,865,756	(3)	465,447	22,279,908	17,812,501	17,908,656	(3)	4,467,407
3	1,526,505	1,106,634	(4)	419,871	13,173,274	10,331,477	10,972,416	(4)	2,841,797
4	1,516,307	1,281,226	(5)	235,081	12,202,757	11,531,034	11,064,463	(5)	671,723
5	256,054	160,441	(6)	95,613	2,700,877	1,530,000	1,848,268	(6)	1,170,877
6	11,750	77,353	(7)	(65,603)	1,147,092	735,001	930,887	(7)	412,091
7	572,507	295,833	(8)	276,674	3,851,149	2,662,497	3,803,552	(8)	1,188,652
8	\$6,569,032	\$5,147,047	(1)	\$1,421,985	\$59,177,167	\$47,977,506	\$49,808,748	(1)	\$11,199,661
CASH DISBURSEMENTS FROM OPERATIONS									
9	(\$179,142)	(\$91,085)	(10)	(\$88,057)	(\$1,008,197)	(\$1,068,211)	(\$774,208)	(10)	\$60,014
10	(314,629)	(330,443)	(11)	15,814	(2,985,516)	(3,183,549)	(2,608,201)	(11)	218,033
11	(2,718,408)	(3,221,811)	(12)	503,403	(23,536,228)	(25,522,087)	(21,562,911)	(12)	1,985,859
12	(203,945)	(558,408)	(13)	354,463	(4,237,376)	(5,430,725)	(4,476,103)	(13)	1,193,349
13	(680,099)	(570,627)	(14)	(109,472)	(5,434,347)	(5,331,525)	(4,764,789)	(14)	(102,822)
14	(177,836)	(45,510)	(15)	(132,326)	(789,234)	(742,075)	(392,622)	(15)	(47,159)
15	(380,375)	(380,375)	(16)	0	(3,423,375)	(3,421,125)	(3,421,125)	(16)	0
16	0	0	(17)	\$543,825	(2,392,687)	(1,908,482)	(1,704,178)	(17)	(484,205)
17	(\$4,654,434)	(\$5,198,259)	(9)	\$543,825	(\$43,786,960)	(\$46,610,029)	(\$39,704,137)	(9)	\$2,823,069
18	\$1,914,598	(\$51,212)		\$1,965,810	\$15,390,207	\$1,367,477	\$10,105,611		\$14,022,730
FACILITY IMPROVEMENT TRANSACTIONS									
CASH DISBURSEMENTS									
19	\$0	\$0	(17)	\$0	(\$2,497)	\$0	(\$1,630)	(17)	(\$2,497)
20	(985,509)	(2,210,125)	(18)	1,224,616	(6,568,603)	(9,285,375)	(1,542,882)	(18)	2,716,772
21	(\$985,509)	(\$2,210,125)		\$1,224,616	(\$6,571,100)	(\$9,285,375)	(\$1,544,512)		\$2,714,275
22	\$0	\$0	(17)	\$0	\$0	\$0	\$0	(17)	\$0
23	0	80,590	(19)	(\$80,590)	2,576,885	2,740,060	3,392,476	(19)	(163,175)
24	2,152,851	569,410	(20)	\$1,583,441	4,615,651	4,019,940	1,253,073	(20)	595,711
25	\$2,152,851	\$650,000		\$1,502,851	\$7,192,536	\$6,760,000	\$4,645,549		\$432,536
26	\$1,167,342	(\$1,560,125)		\$2,727,467	\$621,436	(\$2,525,375)	\$3,101,037		\$3,146,811
FEDERAL RELIEF GRANT FUNDS									
27	\$0	\$318,155	(21)	(\$318,155)	\$3,377,364	\$2,863,395	\$10,612,063	(21)	\$513,969
28	\$0	\$318,155		(\$318,155)	\$3,377,364	\$2,863,395	\$10,612,063		\$513,969
29	\$3,081,940	(\$1,293,182)		\$4,375,122	\$19,389,007	\$1,705,497	\$23,818,711		\$17,683,510

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND NINE MONTHS ENDED MARCH 31, 2023 & 2022

March 2023									
Monthly Performance					Fiscal YTD Performance (July 2022 - March 2023)				
A	B	C	D	E	F	G	H	I	J
Actual \$ Mar 2023	Budget Mar 2023	Actual \$ Prior Year Mar 2022	Note	Variance Actual Vs. Budget	Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
29	\$3,081,940	(\$1,293,182)	\$219,262	\$4,375,122	\$19,389,007	\$1,705,497	\$23,818,711		\$17,683,510
NET INCREASE (DECREASE) IN CASH FROM OPERATIONS									
REPLACEMENT PASSENGER TERMINAL PROJECT									
CASH DISBURSEMENTS									
30	(625,321)	(5,071,334)	(394,730) (22)	4,446,013	(3,923,181)	(19,008,000)	(1,580,275) (22)		15,084,819
31	(\$625,321)	(\$5,071,334)	(\$394,730)	\$4,446,013	(\$3,923,181)	(\$19,008,000)	(\$1,580,275)		\$15,084,819
32	\$2,456,619	(\$6,364,516)	(\$175,468)	\$8,821,135	\$15,465,826	(\$17,302,503)	\$22,238,436		\$32,768,329
NET INCREASE (DECREASE) IN CASH - TOTAL									

Note 1 - The FY 2023 adopted budget assumed monthly payments to a Progressive Design Builder (PDB) would commence in January 2023 (FYTD March PDB expenditures were budgeted at approximately \$19 million). Although the PDB contract was awarded in December 2022, the first invoice was received and paid in April 2023.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND NINE MONTHS ENDED MARCH 31, 2023 & 2022

General Comments

The Schedule of Cash Receipts and Disbursements ("Schedule") represents the cash basis activity for the month and fiscal year-to-date ("FYTD") compared to the allocation of the annual adopted budget.

The Schedule consists of two sections: Operating Activity and Facility Improvement Transactions. Receipts are shown as positive amounts and disbursements as negative amounts. Favorable budget variances are shown as positive amounts and unfavorable variances as negative amounts. Because this Schedule is on a cash basis, cash timing differences may contribute to budget variances.

The Operating Activity receipts include charges for services (parking, landing fees and concessions), tenant rents, fuel flowage fees, other revenues and investment receipts. The Operating Activity disbursements include costs of services, materials, contracts, personnel and debt service.

Facility Improvement Transactions represent the activity for the Authority's capital program, which consists of Other Facility Improvement Program Projects and the Noise Mitigation Program.

The FY 2023 Capital Program expenditures are primarily funded by the following sources:

- FAA-approved Passenger Facility Charge ("PFC") program receipts/reserves;
- Grants; and
- Operating Revenues

The FY 2023 Replacement Passenger Terminal Project expenditures are initially funded with Airport Reserves and will be reimbursed through future Interim Financing, which is expected to be completed before June 30, 2023.

The notes below provide additional information regarding the performance results detailed in the "Schedule of Cash Receipts and Disbursements."

A Supplemental Schedule of Cash Receipts and Disbursements reflecting the activities related to the 2012 Bond debt service and repayment to the Authority of the loans provided to the Rent-A-Car Companies ("RACs") for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

Due to uncertainties including impacts from COVID-19 variants, unstable global events, inflationary pressures and potential economic recession, the Authority continued its conservative outlook on passenger recovery into FY 2023. The Authority's Adopted FY 2023 budget was based on the following quarterly activity assumptions:

- Q1 (July - September): a reduction of 10% (represents recovery of 90%)
- Q2 (October - December): a reduction of 15% (represents recovery of 85%)
- Q3 (January - March): a reduction of 20% (represents recovery of 80%)
- Q4 (April - June): a reduction of 15% (represents recovery of 85%)

Passengers decreased by 4.40% FYTD March when compared to pre-COVID levels. The result at FYTD March was favorably above the blended budgeted assumption of a passenger reduction of 15.00% resulting in positive financial performance.

The Adopted FY 2023 Budget includes the use of \$3.8 million in federal relief funds to support the 2015 Bond debt service.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND NINE MONTHS ENDED MARCH 31, 2023 & 2022

NOTE (1) – Cash Receipts from Operations

Cash receipts from operations exceed the budget FYTD March. On an accrual basis, operating revenues exceed the budget FYTD March by \$9,203,202. See notes 2 through 8 for additional information regarding operating receipts.

NOTE (2) – Landing/Fuel Fees

Landing Fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of \$0.05 a gallon to non-signatory air carriers for fuel loaded at BUR. On an accrual basis, Landing Fees combined with Fuel Flowage Fees exceed the budget by \$555,302 FYTD March.

NOTE (3) – Parking Fees

Parking fee revenues performed above the budget forecast. Accrual basis Parking Fees are \$3,873,208 ahead of budget FYTD March.

NOTE (4) – Rental/Concession Receipts - Terminal Building

Terminal Building rental/concession receipts exceed the budget FYTD March partially due to the timing of receipts. Accrual basis Terminal Building rents/concessions exceed the budget by \$1,816,603 FYTD March.

NOTE (5) – Rental Receipts - Other Buildings

Other Buildings rental receipts exceed the budget FYTD March partially due to the timing of receipts. Accrual basis Other Building rents are \$536,682 ahead of budget FYTD March due to CPI adjustments.

NOTE (6) – Ground Transportation

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation receipts exceed the budget by \$1,186,890 FYTD March.

NOTE (7) – Other Receipts

This category consists primarily of filming, TSA LEO reimbursements, fingerprint/badge renewal fees, noise fees, access fees, and ground handling services for the airlines. Accrual basis Other Receipts are \$297,050 ahead of budget FYTD March.

NOTE (8) – Investment Receipts - Treasurer

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes, the timing of coupon payments and individual investment maturities. Accrual basis investment income exceeds the budget by \$937,467 FYTD March.

NOTE (9) – Cash Disbursements from Operations

Overall operating disbursements on a cash basis and accrual basis are favorably under the budget FYTD March. See additional information on operating disbursement in notes 10 through 16.

NOTE (10) – Administrative Supplies & Costs

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

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND NINE MONTHS ENDED MARCH 31, 2023 & 2022

NOTE (11) – Operating Supplies & Maintenance

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

NOTE (12) – Contractual Operating Costs

This line item includes various contractual operating costs such as ARFF services, janitorial services, systems and vehicle repair, parking operations and the TBI Airport Management contract costs.

NOTE (13) – Contractual Professional Services

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

NOTE (14) – Wages and Benefits

Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the impact of the terms of the Memorandum of Understanding effective February 2023. Wages and Benefits include overtime for film location services which are recovered through the related film revenue.

NOTE (15) – Other Operating Costs

This line item primarily includes public relations/advertising, air service retention, and license/permit fees.

NOTE (16) – Parking Tax

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. April 2023 remittance, in the amount of \$701,310, covers parking activity for the months of January, February and March 2023

NOTE (17) – Noise Mitigation Program

FAA Grants are budgeted to partially fund the Part 150 Update project. A RFP for the Part 150 Update was issued in 3rd Quarter FY 2023.

NOTE (18) – Other Facility Improvement Program Projects

Other Facility Improvement Program Projects costs on a cash basis are under budget FYTD March by \$2,716,772 due to delay in construction from several projects.

NOTE (19) – FAA Grants – Other Facility Improvement Program Projects

FAA Grants are budgeted to partially fund the Taxiway C Pavement Rehabilitation project.

NOTE (20) – Passenger Facility Charge Receipts/Reserves

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the Taxiway C Pavement Rehabilitation Project, the Airfield Lighting Vault Project, the Runway 8 PAPI Relocation Project and the Part 150 Update Project. The majority of FYTD March receipts represents reimbursement of FY 2022 costs of the Taxiway A Rehabilitation Project (\$1,344,570), reimbursement of the costs of the Airfield Lighting Vault Project (\$2,305,669) and reimbursement of Taxiway C & Shoulders Rehabilitation Project (\$612,086)

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND NINE MONTHS ENDED MARCH 31, 2023 & 2022

NOTE (21) – Federal Relief Grant Funds

The Adopted FY 2023 Budget includes the use of \$3.8 million in federal relief funds to support the 2015 Bond debt service. FYTD March receipts in the amount of \$3,377,364 represent reimbursement of FY 2022 personnel costs (\$1,095,114) and July to December 2022 payments for 2015 Bond Debt Service (\$2,282,250).

NOTE (22) – Replacement Passenger Terminal Project

The Authority has programmed \$34,225,000 from Airport Reserves to fund the Replacement Passenger Terminal Project. Any use of Airport Reserves will be reimbursed through future Interim Financing. Replacement Passenger Terminal Project costs on a cash basis are under budget FYTD March by \$15,084,819. The FY 2023 adopted budget assumed monthly payments to a Progressive Design Builder (PDB) would commence in January 2023 (FYTD March was budgeted at approximately \$19 million). Although the PDB contract was awarded in December 2022, the first invoice was received and paid in April 2023. The majority of FYTD March \$3,923,181 cash expenditures are related to Jacobs Project Management services (\$2,919,218).

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
REGIONAL INTERMODAL TRANSPORTATION CENTER / CONSOLIDATED RENTAL CAR FACILITY PAYMENTS AND COLLECTIONS
MONTH AND NINE MONTHS ENDED MARCH 31, 2023 & 2022

March 2023										Fiscal YTD Performance (July 2022 - March 2023)									
Monthly Performance																			
A	B	C	D	E	F	G	H	I	J	F	G	H	I	J					
Actual \$ Mar 2023	Budget Mar 2023	Actual \$ Prior Year Mar 2022	Note	Variance Actual Vs. Budget	Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget	Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget					
33	\$316,507	\$313,726	\$322,655	(1)	\$2,781		Customer Facility Charge Receipts			\$3,646,471	\$3,000,000	\$3,325,426	(1)	\$646,471					
34	0	91,739	0	(2)	(91,739)		Federal Relief Grant Funds - 2012 Bond Debt Service			1,426,999	603,698	376,227	(2)	823,301					
35	152,068	80,860	64,170	(3)	71,208		Facility Rent			787,741	773,221	756,827	(3)	14,520					
36	(486,325)	(486,325)	(486,247)	0	0		Payments to Bond Trustee for 2012 Bond Debt Service			(4,376,919)	(4,376,919)	(4,376,217)		0					
37	(\$17,750)	\$0	(\$99,422)	(4)	(\$17,750)					\$1,484,292	\$0	\$82,263	(4)	\$1,484,292					

33		\$316,507	\$313,726	\$322,655	(1)	\$2,781	Customer Facility Charge Receipts	\$3,646,471	\$3,000,000	\$3,325,426	(1)	\$646,471
34		0	91,739	0	(2)	(91,739)	Federal Relief Grant Funds - 2012 Bond Debt Service	1,426,999	603,698	376,227	(2)	823,301
35		152,068	80,860	64,170	(3)	71,208	Facility Rent	787,741	773,221	756,827	(3)	14,520
36		(486,325)	(486,325)	(486,247)		0	Payments to Bond Trustee for 2012 Bond Debt Service	(4,376,919)	(4,376,919)	(4,376,217)		0
37		<u>(\$17,750)</u>	<u>\$0</u>	<u>(\$99,422)</u>	<u>(4)</u>	<u>(\$17,750)</u>		<u>\$1,484,292</u>	<u>\$0</u>	<u>\$82,263</u>	<u>(4)</u>	<u>\$1,484,292</u>

General Comments

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

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

Note (1) – Customer Facility Charge ("CFC") Receipts

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

Note (2) – Federal Relief Grant Funds

FYTD March reimbursement in the amount of \$1,426,999 assists in covering FY 2022 costs related to the 2012 Bond Debt service .
The adopted FY 2023 budget programs \$804,930 in Federal Relief Grant Funds (ARPA) to assist in covering the 2012 Bond Debt Service.

Note (3) – Facility Rent

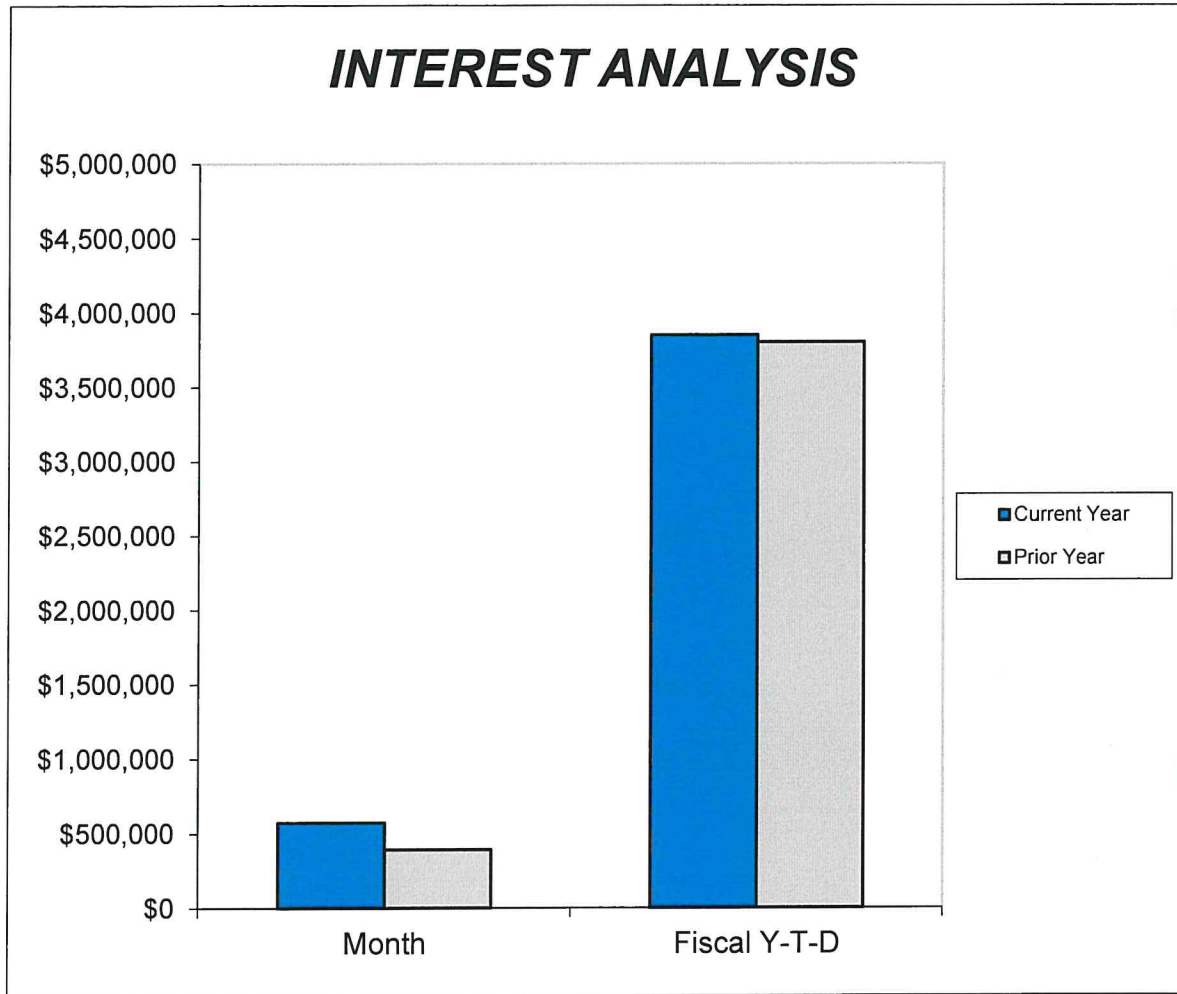
Facility Rent receipts are applied to the 2012 Bond debt service.

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

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

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

Burbank-Glendale-Pasadena Airport Authority



	March 2023	March 2022
Interest Receipts - - Month	\$572,507	\$392,588
Interest Receipts - - Fiscal Y-T-D	\$3,851,149	\$3,803,552
Month End Portfolio Balance	\$285,263,117	\$260,827,472
Yield to Maturity	4.26%	1.93%

Supplement to the March 2023 Treasurer's Report

FYTD March 2023 Cash Disbursements

Facility Improvement Transactions

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FY 2023 Cash Disbursements - Facility Improvement Transactions

PROJECT DESCRIPTION	Annual Budgeted Cost	FYTD 2023 (Jul - Mar) Budgeted Cost	FYTD 2023 (Jul - Mar) Cash Basis Cost	FYTD 2023 (Jul - Mar) Budget Variance Fav. / (Unfav.)	Project Status FYTD 2023 (Jul - Mar)
BUILDING IMPROVEMENTS					
1) Minor Building Improvements	250,000	110,000	-	110,000	Certain projects underway
TOTAL BUILDING IMPROVEMENTS	\$ 250,000	\$ 110,000	\$ -	\$ 110,000	
IT/COMMUNICATIONS/SECURITY					
2) Communications Center Equipment Replacement	550,000	275,000	-	275,000	To commence Quarter 4 FY 2023
3) IT Network Infrastructure Equipment Replacement	350,000	350,000	22,689	327,311	Ongoing
4) DVSS Hardware Replacement/Upgrades	225,000	-	-	-	To commence Quarter 4 FY 2023
5) Parking Lot Revenue Control Equipment Upgrades	210,000	84,000	-	84,000	To commence Quarter 4 FY 2023
TOTAL IT/COMMUNICATIONS/SECURITY	\$ 1,335,000	\$ 709,000	\$ 22,689	\$ 686,311	
EQUIPMENT					
6) ARFF Rescue Vehicle Replacement (Rescue # 17)	400,000	400,000	362,325	37,675	Delivered March 2023
7) HVAC Replacements	175,000	90,000	7,237	82,763	Ongoing
8) Airfield Maintenance Equipment (Mower)	160,000	-	-	-	Reprogrammed for FY 2024
9) ARFF Truck Replacement (bid and award process)	15,000	10,000	-	10,000	
TOTAL EQUIPMENT	\$ 750,000	\$ 500,000	\$ 369,562	\$ 130,438	
RUNWAY / TAXIWAY / ROADWAY PROJECTS					
10) Taxiway C Pavement Rehabilitation - Construction	3,400,000	3,400,000	2,865,793	534,207	Anticipated project completion FYE 2023
11) Airfield Lighting Vault Replacement - Construction	3,000,000	3,000,000	2,243,877	756,123	Anticipated project completion FYE 2023
12) Runway 8 PAPI Relocation	455,000	360,000	271,287	88,713	Project completion 1st half of FY 2024
13) Runway/Taxiway Shoulder Rehabilitation - Design	500,000	10,000	5,598	4,402	Ongoing
14) Landside Roadway and Pavement Construction	325,000	180,000	6,143	173,857	Reprogrammed for FY 2024
15) Parking Lot Improvements	575,000	350,000	125,116	224,884	Project completion 1st half of FY 2024
16) Electric Vehicle (EV) Charging Infrastructure	100,000	-	-	-	Under planning development
17) Taxilane A Rehabilitation - Construction	-	-	205,360	(205,360)	FY 2022 accrued costs - project completed
TOTAL RUNWAY/TAXIWAY/ROADWAY	\$ 8,355,000	\$ 7,300,000	\$ 5,723,174	\$ 1,576,826	
NOISE MITIGATION					
18) Part 150 Update	\$ 1,000,000	\$ -	\$ 2,497	\$ (2,497)	Reprogrammed for FY 2024
TOTAL NOISE MITIGATION	\$ 1,000,000	\$ -	\$ 2,497	\$ (2,497)	
DEVELOPMENT					
19) RITC Art in Public Places	-	-	17,125	(17,125)	Paid with CFC funds
TOTAL DEVELOPMENT	\$ -	\$ -	\$ 17,125	\$ (17,125)	
O & M CAPITAL	\$ 914,500	\$ 666,375	\$ 436,053	\$ 230,322	
SUB TOTAL	\$ 12,604,500	\$ 9,285,375	\$ 6,571,100	\$ 2,714,275	
REPLACEMENT PASSENGER TERMINAL PROJECT					
20) Replacement Passenger Terminal Project	34,225,000	19,008,000	3,923,181	15,084,819	Ongoing
TOTAL REPLACEMENT PASSENGER TERMINAL PROJECT	\$ 34,225,000	\$ 19,008,000	\$ 3,923,181	\$ 15,084,819	
TOTAL	\$ 46,829,500	\$ 28,293,375	\$ 10,494,281	\$ 17,799,094	

Supplement to the March 2023 Treasurer's Report

FYTD March 2023 Cash Expenditures

Replacement Passenger Terminal Project (RPT)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Replacement Passenger Terminal Project (RPT)
FY 2023 Cash Expenditures: Authorized Contracts

Consultant/Vendor	Scope of Work	Prior Fiscal Years' Cash Expenditures	Current Authorized Amounts (1)	March 2023 Cash Expenditures	FYTD 2023 (Jul - Mar) Cash Expenditures	Remaining Contract Amount	Project-to-date Total Cash Expenditures
AECOM (1a)	Program Management Services	\$ 4,172,454	N/A	-	-	N/A	\$ 4,172,454
Jacobs Project Management Company (1a)	Program Management Services	-	13,321,911	401,184	2,919,219	10,402,692	2,919,219
Airport & Aviation Professionals Inc. (AvAirPros) (1b)	Airline Technical & Financial Coordination Services	39,773	200,000	37,333	125,672	74,328	165,445
Conway Consulting (1b)	Technical Support	110,902	148,600	-	15,908	132,692	126,810
Georgino Development (1b)	Strategic Planning Services	32,000	54,000	4,500	40,000	14,000	72,000
Public Resources Advisory Group (PRAG) (1b)	Financial Advisory Services	27,000	175,000	31,310	129,092	45,908	156,092
Ricondo & Associates (1b)	Financial Feasibility Services	79,260	299,730	34,168	150,610	149,120	229,870
Geosyntec Consultants (1c)	Soil Management Services	4,405	40,000	-	4,181	35,819	8,586
Holder, Pankow, TEC JV (1d)	Design Builder	-	55,000,000	-	-	55,000,000	-
Orrick, Herrington & Sutcliffe (2)	Bond Counsel	-	N/A	-	33,755	N/A	33,755
Richards, Watson & Gershon (2)	Legal Services	106,075	N/A	12,346	106,568	N/A	212,643
Ring Bender (2)	Legal Services	2,571	N/A	-	2,222	N/A	4,793
THU Legal Consulting (2)	Consulting Services	-	N/A	4,080	4,080	N/A	4,080
Thriving Restaurants (2)	Consulting Services	5,000	N/A	-	-	N/A	5,000
RS&H (3)	Environmental Impact Study (EIS) Services	139,456	AIP / PFC Funded	-	199,290	N/A	338,746
XI-3 Corporation (4)	Consulting Services	-	96,000	50,400	91,770	4,230	91,770
City of Burbank (5)	Burbank Water & Power Aid-in-Construction deposit	-	N/A	50,000	75,000	N/A	75,000
Meetings	Various Expenses	-	N/A	-	22,200	N/A	22,200
Licenses & Fees	Various Expenses	-	N/A	-	3,614	N/A	3,614
TOTALS		\$ 4,718,896	\$ 69,335,241	\$ 625,321	\$ 3,923,181	\$ 65,858,789	\$ 8,642,077

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Notes to Replacement Passenger Terminal Project Schedule
Project Costs as of March 2023

- (1) Current authorized NTE Contract amounts represent Commission approved appropriations. The FY 2023 adopted budget includes appropriations of \$34,225,000 for the RPT project.
- (1a) Jacobs assumed Project Management responsibilities in May 2022. The Jacobs' authorized amount represents the following Commission approved Task Orders against the Professional Services agreement to date:
- Task Order 1 (Development of the Concept of Operations Manual) - \$1,419,896
 - Task Order 2 (Procurement of Progressive Design Builder) - \$1,463,250
 - Task Order 3 (Phase 2 Design and Pre-Construction Support Services) - \$10,438,765
- (1b) These Professional Services contracts for technical, financial, and strategic airport services were presented and approved on July 18, 2022 to be effective July 1, 2022 through June 30, 2023.
- (1c) This Professional Services contract for geotechnical support was approved on September 1, 2022 to be effective August 1, 2022 through June 30, 2023.
- (1d) In December 2022, the Commission approved \$55,000,000 for Phase 1 design services of the RPT project to develop the 60% design level and Guaranteed Maximum Price. Phase 1 services are anticipated to be completed by April 2024. The adopted FY 2023 budget included \$26,637,000 in appropriations and additional appropriations will be included in the FY 2024 budget.
- (2) Legal services and professional services to be utilized on an as needed basis.
- (3) RS&H expenditures are for the Environmental Impact Study and associated supplemental work as required by the FAA.
- (4) XI-3 Corporation: RFP coordination and technical support services for the selection of the progressive design-builder. Commission approved professional services agreement in July 2022 (NTE \$50,000) which was increased by an amendment in October 2022 to NTE \$96,000.
- (5) BWP study for power requirements for RPT and ancillary facilities.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 10, 2023**

**OFFICE SPACE SUBLEASE
ATLANTIC AVIATION**

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

SUMMARY

At its meeting on June 26, 2023, the Finance and Administration Committee ("Committee") voted unanimously (3–0) to recommend that the Commission approve a proposed Office Space Sublease with Mercury Air Center - Burbank, Inc., dba Atlantic Aviation ("Atlantic").

BACKGROUND

The Authority's Airport Fire Department Fire Chief and Assistant Fire Chief seek to have their office and training facility at one location. Currently the Fire Department Command staff occupy a shared office space within Hangar 38 and Fire Department training facilities are located in the current Fire Station. The office space in Hangar 38 has the potential to be leased. The current tenant in Hangar 38 has a long-term Hangar Lease with the Authority and has not expressed an interest in the space yet.

Staff reached out to the current tenant of Building 3, Atlantic, and identified suitable space in Building 3. In addition to accommodating the Fire Command staff office and training facility requirements, this space can accommodate a relocation of the Airport's Emergency Operation Center. Staff therefore negotiated a sublease for vacant office space which is leased to Atlantic pursuant to a Development Ground Lease dated May 1, 1997.

The proposed office space sublease will provide 2,914 square feet of space in Building 3 which is located in the southwest quadrant of the Airport.

DETAILS

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

Location:	Building 3: 2,914 square feet of office space
Use:	Office, Training facility and Emergency Operations Center
Term:	Two years with three one-year extension options
Rent:	\$611.94 per month, or \$7,343.28 per year
Termination:	120 days' prior written notice
Other:	Authority is responsible for providing and paying for janitorial services related to the subleased premises. Authority shall pay Atlantic for

electricity, water and gas based on a prorated ratio of the area of the subleased premises to the area of the building.

FUNDING

The proposed office space sublease is included in the recently adopted FY 2024 budget.

RECOMMENDATION

At its meeting on June 26, 2023, the Committee voted unanimously (3–0) to recommend that the Commission approve the proposed sublease and authorize the President to execute same.

OFFICE SPACE SUBLEASE

THIS OFFICE SPACE SUBLEASE (the "Sublease") is dated as of _____, 2023, and is entered into by and between the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity formed under a joint exercise and powers agreement among the Cities of Burbank, Glendale and Pasadena, California pursuant to the California Joint Exercise of Powers Act ("Authority"), and MERCURY AIR CENTER-BURBANK, INC., a California corporation (dba "Atlantic Aviation") ("Atlantic").

RECITALS

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

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

AGREEMENT

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

1. Term; Keys/Access. Atlantic hereby subleases the Subleased Premises to Authority on the terms and conditions hereinafter set forth. Atlantic grants to the Authority the nonexclusive use of the common areas and bathroom facilities in the Subleased Premises in common with Atlantic and other users of the facility.

The term of this Sublease shall commence on _____, 2023, and shall expire two (2) calendar years thereafter (i.e., on _____, 2025) (the "Term").

Additionally, Authority shall have: (i) three (3) one-year extension options exercisable by written notice; and (ii) the right to terminate this Sublease upon one hundred twenty (120) days' prior written notice. Any and all such notices may be given by the Executive Director of the Authority to Atlantic.

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

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

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

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

2. Use. Authority may use the Subleased Premises during the term of this Sublease only for office uses and ancillary uses, for the purpose of providing on-Airport office accommodations to Authority's Airport Fire Department.

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

4. Sublease Rent. Commencing on _____, 2023, Authority shall pay to Atlantic monthly rent in the amount of \$611.94 per month, in advance, on or before the first business day of each calendar month, without demand, offset or deduction. Authority shall pay to Atlantic as sublease rent hereunder the exact amount that Atlantic pays to Authority as rent under the Ground Lease for the Subleased Premises (i.e., no effective transfer of funds for the Subleased Premises), therefore upon an increase in rent paid by Atlantic to the Authority pursuant to the Ground Lease, the sublease rent required hereunder shall be adjusted to reflect the corresponding increase.

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

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

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

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

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

9. Bathrooms. Authority shall have the right to use the bathroom facilities in the Leased Premises in common with Atlantic and other users of the facility. Atlantic shall be responsible for maintaining, cleaning and stocking the bathroom facilities.

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

11. Insurance. Authority agrees that it will maintain at its expense at all times during the Term in full force and effect, with insurers of recognized responsibility, minimum insurance coverage(s) as set forth on Schedule 1 to the Agreement. All such insurance, except worker's compensation, shall name Atlantic, Atlantic Aviation FBO Inc., their respective direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO Inc., the Airport, and each of their respective officers, directors, agents, servants, contractors and employees as additional insureds (the "Additional Insureds") and respond on a primary basis. Authority and its insurance carrier(s) agree to waive all rights of subrogation in favor of the Additional Insureds. Prior to commencing the use or occupancy of the Subleased Premises, Authority shall deliver to Atlantic a certificate evidencing the minimum insurance coverage required hereunder (the "Certificate"). Authority shall provide Atlantic with an updated Certificate promptly upon the renewal of any insurance policy described in the Certificate. If Authority fails to perform any of its obligations regarding the acquisition and maintenance of insurance, Atlantic may perform the same and the cost of same shall be payable by Authority upon Atlantic's demand. Authority acknowledges that its potential liability under this Agreement is not limited to the amount of insurance coverage it maintains or the limits required herein.

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

businesses, operations, occupancy, or use of the Subleased Premises, or from any act or omission of Authority's agents, contractors, servants, invitees, or employees, except to the extent solely by the gross negligence or willful misconduct of Atlantic.

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

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

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

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

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

16. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be delivered by personal delivery, certified mail or reputable overnight delivery service, or email, addressed as follows, and shall be deemed given on the date of delivery if personally delivered or emailed (provided

the email is not rejected as shown by the email system of the sender), and if sent by certified mail shall be deemed delivered as of the date of delivery or attempted delivery on the return receipt, and if sent by overnight messenger, then one business day after delivery to the overnight messenger service for next business day delivery.

If to Atlantic, to:

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

With a copy to:

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

If to Authority, to:

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

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

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

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

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

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

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

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

ATLANTIC:

MERCURY AIR CENTER-BURBANK, INC.

By: Julie Broderick
Print Name: Julie Broderick
Title: Area Director

AUTHORITY:

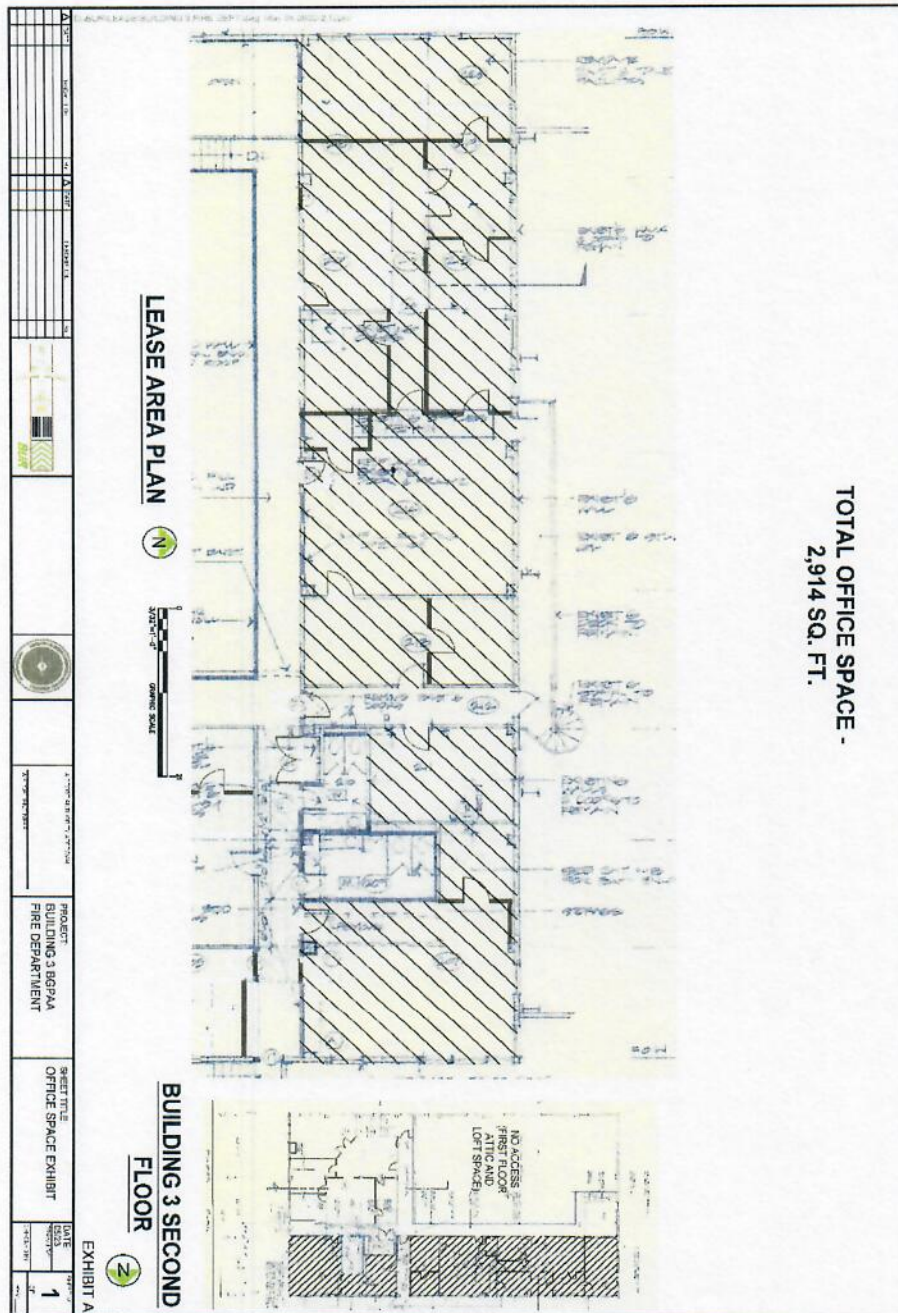
BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY

By: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM:

Terence Boga
General Counsel

EXHIBIT "A"
DESCRIPTION OF SUBLEASED PREMISES



**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 10, 2023**

**AWARD OF CONTRACT
VEHICLE BARRICADE EQUIPMENT AND TRAINING SERVICES**

Prepared by Ray Hunting
Manager, Airport Security

SUMMARY

Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to award an Equipment and Training Services Agreement (“Agreement”) to MERIDIAN Rapid Defense Group Rentals LLC (“Meridian”) for equipment and training services related to emergency response conditions and vehicle barricade deployment. Based on the comments and questions received by the Committee at its June 26, 2023, meeting, staff is returning to provide further information for the Committee’s consideration.

The proposed contract is for a three-year base term from July 10, 2023, through July 9, 2026, with two one-year extension options available to the Commission at its discretion. The total contract price for the base term will be \$180,000 plus a fee for actual deployments. The deployment fee is scaled based on the amount of notice provided to Meridian.

BACKGROUND

Meridian, located in Pasadena, California, is a global provider of state-of-the-art vehicle mitigation solutions. The proposed Agreement is for unanchored 700-pound barriers that are made of U.S. steel and can be set up in under ten minutes. This equipment has met the certification requirements of U.S. Department of Homeland Security under the Support Antiterrorism by Fostering Effective Technologies Act of 2002 (“SAFETY Act”). This equipment is also utilized by the U.S. Department of Defense, municipalities such as the City of Chicago, and various sporting venues.

Per Transportation Security Administration (“TSA”) regulations, airport operators are required to have a response plan in the event the threat level is raised to “Severe Condition” or “Red.” As part of the regular evaluation of the Airport’s response plan, staff determined that an update is appropriate at this time. During the development of a revised response plan, staff identified Meridian as a company that provides rental, set up and removal of vehicle barricades, as well as training and drills. This type of barricade equipment is used at many national events, including the Rose Bowl in Pasadena. Organizers of planned events can make arrangements for vehicle barricade deployment in advance. However, if a condition or circumstance arises at the Airport, such as an increase in the security condition determined by TSA or an event occurring on the airfield, then the Authority is required to implement an immediate response in accordance with the TSA approved Security Plan for this Airport.

Effective vehicle barricade deployment in response to a heightened threat level requires immediate response to install the equipment with personnel that have the expertise with such deployments. There is also a need to train Airport Police and security personnel on the use and best practices for the location of these barricades under any given situation. Under the proposed Agreement, in addition to immediate access to dedicated equipment and the personnel to deploy it, Meridian will provide the Authority four drills annually to test, practice and deploy the vehicle barricades.

PROPOSED COST

The proposed cost for the services is \$5,000 a month plus deployment cost. The deployment cost includes the loading, pickup and labor. Depending on the time available for the deployment, the labor charge ranges from a notice of 1-24 hours at \$5,000, \$4,000 for 24–48-hour notice and \$3,000 for notice of 48 hours or greater.

By entering into the proposed Agreement, the Authority would not incur the cost of purchasing the barricades and the ancillary cost, estimated at \$370,000. In addition, the Authority avoids the maintenance and repair costs of the equipment, as well as the burden of identifying adequate storage that protects the equipment while providing unrestricted access to it at the Airport. Further Meridian will provide the personnel with the expertise to install and remove the barricades.

FUNDING

The cost of the first year of the Agreement is included in the recently adopted FY 2024 budget. Costs for this service in future years will be included in subsequent fiscal year budget requests.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff recommends to the Commission that Meridian be awarded a contract for vehicle barricade equipment, training, and deployment services and that the President be authorized to execute the same.



Equipment and Training Services Agreement

This Agreement relates to the following understandings and agreements by and between MERIDIAN Rapid Defense Group Rentals LLC ('MERIDIAN') on the one hand, and the Burbank-Glendale- Pasadena Airport Authority, the recipient of the services ("RECIPIENT") with respect to the access to certain equipment and training owned by MERIDIAN and being provided to RECIPIENT.

IT IS UNDERSTOOD that:

1. To meet the needs of an emergency shut down of the Hollywood Burbank Airport ("LOCATION"), RECIPIENT requests the SERVICES of MERIDIAN.
2. SERVICES is defined as availability and access to 24 - Archer 1200 Anti Vehicle Barriers and 2 -Archer Beam Gates at all times during the duration of Agreement. SERVICES also includes up to 4 live deployment trainings annually on mutually agreed upon times.
3. MERIDIAN and RECIPIENT agree to enter into a 3-year agreement for SERVICES, with an option of a 2-year extension. Either party may terminate this Agreement for convenience upon 90-day notice.
4. RECIPIENT agrees to pay \$5,000 a month plus applicable taxes for SERVICES, invoiced at the beginning of each month, to be paid no later than the tenth (10th) of each month of the agreement. Invoices for all actual deployments will be sent to RECIPIENT within five (5)

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www.meridian-barrier.com



days after the deployment and to be paid within ten (10) days after receipt of each invoice.

5. In addition, the RECIPIENT agrees that, in the event a deployment is necessary, MERIDIAN will deploy barriers based on the following rates. This rate includes loading in and out and labor costs
 - a. 1- 24 hour notice = \$5,000 per deployment
 - b. 24 – 48 hour notice = \$4,000 per deployment
 - c. 48 hours + notice = \$3,000 per deployment
6. Indemnification - Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.
7. Governing Law - This Agreement and all disputes arising out of or in connection with this Agreement shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California, without giving effect to conflict of law principles.

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NOW THEREFORE, MERIDIAN confirms the following:

- a. MERIDIAN is the exclusive provider of certain patented equipment and technology including the Archer 1200 Mobile Vehicle Barriers and the Archer Beam Gate which provide protection from unwarranted and unauthorized vehicle intrusions;
- b. MERIDIAN is authorized by RECIPIENT to move, place and deploy the equipment and technology to the LOCATION for the deployment event at times as agreed sufficiently before the commencement of the event and shall thereafter at a time as agreed following the event pick up and take away the equipment and technology and thereby conclude the live action demonstration.
- c. MERIDIAN shall deliver the equipment and technology and provide for the use thereof and pick up and retrieve the equipment and technology without need for any other permits or authorizations from RECIPIENT and any other entities including the relevant city or other jurisdiction in which the LOCATION is located.
- d. MERIDIAN at all times retains all title and ownership of the MERIDIAN equipment and technology and releases RECIPIENT and any and all representatives and related parties from any and all liabilities or claims of any kind arising out of the deployment of the equipment and technology and/or any damages that might arise to the equipment

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STATED, AGREED AND CONFIRMED:

MERIDIAN Rapid Defense Group Rentals LLC

BY: [Signature]

TITLE: President

DATED: May 15th 2023

ACKNOWLEDGED by RECIPIENT

BY: _____

TITLE: _____

RECIPIENT: _____

DATED: _____ 2023

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Pasadena, California 91105
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**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 10, 2023**

**AWARD OF CONTRACT
SELF-PARK MANAGEMENT, VALET PARKING
AND COURTESY SHUTTLE SERVICES**

Prepared by Tom Janowitz
Sr. Manager, Ground Access

SUMMARY

At its meeting held on June 26, 2023, the Operations and Development Committee (“Committee”) voted unanimously (3-0) to recommend that the Commission award an Agreement for Self-Park Management, Valet Parking and Courtesy Shuttle Services (“Agreement”) to ACE Parking III, LLC (“Ace”).

The Agreement will have a 60-month term beginning on October 1, 2023 and ending September 30, 2028. The budget for the first year of the contract would be \$7,547,764. For the full contract term, Ace’s total operating budget would be \$41,705,102 and the management fee would be \$268,378. This proposed operating budget is subject to change, however, based on changes in the Authority’s parking and shuttle operation needs as parking configurations are revised during construction of the Replacement Passenger Terminal.

BACKGROUND

The Authority currently contracts with SP+ Corporation (“SP+”) for self-park management and valet parking services. These services were initially obtained through a contract executed in May 2018 with a three-year base term and two one-year extension options. Both extension options have been exercised and the contract was amended in June 2023 to extend the term to September 30, 2023.

The Authority currently contracts with MV Transportation (“MV”) for courtesy shuttle services. These services were initially obtained through a contract executed in October 2015 with a five-year base term and two one-year extension options. During the COVID-19 pandemic, parking lot operations were either modified or suspended from April 2020 to October 2021. Coinciding with the rebound in passenger traffic, MV was awarded a month-to-month contract for courtesy shuttle services while a Request for Proposals (“RFP”) process was undertaken for shuttle services over a longer term. From this process, MV was awarded a ten-month contract in February 2022, and in November 2022, the contract was further extended six months to provide the Authority an opportunity research the potential shift to electric shuttle vehicles. In June 2023, the contract was further extended to September 30, 2023, to coincide with the contract term for SP+.

The recent extensions of the SP+ and MV contracts were done to allow the Authority to complete an RFP process for combined parking/busing services. That process will result in

the award of an Agreement that requires incorporation of electric courtesy shuttle services and integration of a new pre-booking system.

Request for Proposals

Staff issued the RFP in April 2023 and held a mandatory pre-proposal meeting on April 26, 2023. At the May 22, 2023 deadline, proposals were received from the following five parking operators, listed in alphabetical order: Ace; Everpark; LAZ Parking; Parking Concepts; and SP+. The RFP and Scope of Work are attached to this report.

The RFP's qualifications requirements consisted of the following:

- Respondents must have a minimum of three years of experience in the past five calendar years operating and managing operations dedicated to self-park, valet parking, and courtesy shuttle services with high volume traffic flows where normal daily operations are routinely subject to changes in vehicle traffic and/or greater demand for services that are typical of airport operations. Passengers transported must include travelers with Americans with Disabilities Act ("ADA") needs and luggage.
- Respondents must provide evidence demonstrating the ability to handle the scope of operations found at BUR.
- Respondents must demonstrate the ability to monitor, evaluate and direct on-site management remotely to ensure the operation runs smoothly without onsite direction from a general manager.
- Respondents must demonstrate the ability to provide internal operation and revenue audits that ensure quality assurance of the services and ongoing compliance with credit card PCI-DSS.
- Respondents must demonstrate that managers and staff are knowledgeable in Microsoft Office software to maintain existing and develop future spreadsheets, databases, dashboards, policies, etc.
- Respondents must have the ability to adapt to new equipment and technology.
- Respondents must demonstrate the ability to provide experienced and skilled managers and staff to provide the services.
- On-Site Manager: Respondents must demonstrate the ability to provide an on-site manager with a minimum of five years' experience (two of which must be within the last three years) in the management of a public use self-parking, valet, and courtesy shuttle service or similar high volume operation such as corporate shuttles, private universities, etc. The on-site manager must be knowledgeable of and ensure compliance with applicable laws including California Highway Patrol and California Department of Transportation requirements.
- Respondents must demonstrate the ability to provide additional staff from nearby locations they operate, or to use experienced temporary personnel, to meet unscheduled fluctuations in vehicle volume or demand that are common to airport parking operations.

- Respondents must demonstrate sufficient financial stability and strength to perform the services.
- Respondents must demonstrate the ability to maintain corporate oversight and provide internal operation and revenue audits that ensure quality of the services.

The courtesy shuttle fleet power requirements included the following:

- Alternative-fueled shuttles, not older than nine years during the first 18 months and 50% electric shuttles not older than three years after the first 18 months.
- Respondents must be able to provide necessary electric vehicle charging equipment to support the electric courtesy shuttle vehicles and their operation (i.e. chargers, receptacles, etc.)

Proposal Evaluation

Staff formed a five-person evaluation committee to perform a qualifications-based analysis consisting of a review and ranking of the technical proposals received from the five firms. The evaluation focused on the following categories, with 100 possible points awarded:

- Experience, Qualifications and Past Performance (SC-1): Ability to provide credible and verifiable references reflecting applicable experience in the provision of self-park management, valet parking, and courtesy shuttle services, preferably at a medium hub or large hub public airport.
- Firm Capabilities (SC-2): Capability and requisite credentials to perform all tasks. Proper and complete identification of firm, its personnel's professional background and caliber, including the qualifications of personnel assigned, and the ability to provide required insurance coverages.
- Technical Approach (SC-3): Proposed approach demonstrates an in-depth understanding of required tasks and ability to meet project objectives, reflecting a creative approach and incorporates new and best practices into the management of self-park, valet and shuttle services.
- Price (SC-4): Rates provided are reasonable and complete and contemplate total cost of ownership of the provision of self-park management and valet parking services.

The summary of the cost proposals are shown below, by contract year:

Total Costs	Year 1	Year 2	Year 3	Year 4	Year 5	5 YEAR TOTAL
ACE Parking	7,547,764.00	7,925,052.00	8,321,203.00	8,737,163.00	9,173,920.00	\$41,705,102.00
Everpark	7,601,464.51	8,007,281.33	8,214,413.82	8,438,003.21	8,686,744.59	\$40,947,907.46
LAZ Parking	7,834,886.77	8,160,317.12	8,535,592.47	8,820,821.34	9,088,911.32	\$42,440,529.02
Parking Concepts	7,928,431.00	8,341,451.00	8,607,043.00	8,954,615.00	9,321,563.00	\$43,153,103.00
SP Plus	8,700,041.00	8,952,259.00	9,770,035.00	10,205,573.00	10,591,820.00	\$48,219,728.00

Each proposal was evaluated, and the scoring was as follows:

Proposer	Proposal Score
ACE Parking III, LLC	94.26
Everpark	83.40
LAZ Parking	93.94
Parking Concepts, Inc.	92.27
SP Plus Corporation	91.48

The top three proposers were invited for interviews:

- Ace
- LAZ Parking
- Parking Concepts

The evaluation committee then interviewed the three shortlisted firms. The firms were evaluated based on their responses to the following categories, with 50 possible points awarded:

- Project Management Team, Transition Team, and Local Management Team qualifications.
- Experience managing airport self-park, valet, and shuttle services with similar activity found at BUR.
- Courtesy Shuttle Services Fleet Plan approach and proposal. Fulfilling service levels/headway times, electric vehicle bus requirements and electric vehicle charging equipment/installation, including associated lead times and all costs.
- Valet Services approach and operational plan.
- Prebooking program approach, proposal, and benefits.
- Standard operating procedures and communication systems.
- Employee training and education program.
- Experience in delivering service during construction periods.
- Transition plan.

Each firm's interview was evaluated, and the scoring results were as follows:

<u>Proposer</u>	<u>Interview Score</u>
Ace	46.40
LAZ Parking	43.90
Parking Concepts	36.80

Both the proposal evaluation and interview evaluation scores were combined for a Total Overall Score, which is as follows:

<u>Rank</u>	<u>Proposer</u>	<u>Total Overall Score</u>
1	Ace	140.66
2	LAZ Parking	137.84
3	Parking Concepts	129.07

Below is a copy of the Final Scoring Chart:

	SC-1	SC-2	SC-3	SC-4	SC-5	OUT OF 150 PTS POSSIBLE	Rank
Ace Parking	23.60	18.00	23.20	29.46	46.40	140.66	1
Everpark	20.00	14.60	18.80	30.00	N/A	83.40	
LAZ Parking	24.20	18.20	22.60	28.94	43.90	137.84	2
Parking Concepts	23.40	18.00	22.40	28.47	36.80	129.07	3
SP Plus	24.40	18.80	22.80	25.48	N/A	91.48	

BUDGET IMPACT

Appropriations equal to the FY 2023 budget in the amount of \$5,693,200 for parking services and \$3,000,000 for contracted turn-key parking shuttle services were included in the recently adopted FY 2024 budget. For FY 2024, the cost of these services includes the three-month extension with the current service providers from July 1, 2023 to September 30, 2023 and nine-months of service under the proposed Agreement with Ace from October 1, 2023 to June 30, 2024 for a total of \$7,834,123. This reflects an approximate decrease in budgeted expense of \$860,00 versus the previous year.

RECOMMENDATION

At its meeting held on June 26, 2023, the Committee voted unanimously (3–0) to recommend that the Commission award an Agreement to Ace and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 10, 2023**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT
AIRPORT MARKETING CONSULTING SERVICES**

Prepared by Nerissa Sugars,
Director, Communications and Air Services

SUMMARY

Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to award a Professional Services Agreement (“Agreement”) to Anyone Collective, LLC (“Anyone Collective”) for airport marketing consulting services, website support and media purchases. These services are in support of the continued branding, marketing, and advertising efforts of Hollywood Burbank Airport. These services, as detailed below, are for a not-to-exceed amount of \$880,000 inclusive of media purchases and a task order-based program for airline and destination marketing.

BACKGROUND

Since the initial engagement in 2015, Anyone Collective has worked closely with Staff to implement the Authority’s long-term branding and marketing strategy to gain market recognition and increase passenger utilization of Hollywood Burbank Airport.

Since FY 2016, marketing strategies have been implemented to promote the geographical location of the Airport and its proximity to Los Angeles area points of interest. The initiative has included a strategic general communications plan based on extensive market research, and the analytics generated from previous marketing and advertising efforts. Advertising purchases in both print and digital outlets have been utilized in conjunction with continued ongoing research and analysis of potential market interest.

Anyone Collective’s services are also utilized with the outreach to airline network planning and marketing departments, along with airports and destination marketing organizations (“DMOs”) for the cities served by Hollywood Burbank Airport’s partner air carriers.

The success of these efforts, as previously reported to the Commission, includes the receipt of global recognition by Airports Council International - North America (“ACI-NA”) with both the Authority and Anyone Collective receiving multiple awards for Brand Identity, Digital Advertising, Print Communications, and an Overall Marketing Program. ACI-NA also bestowed onto Hollywood Burbank Airport the prestigious Peggy G. Hereford award, which is given to the airport with the most first place and honorable mentions awards in a single year.

The success of Anyone Collective’s creativity with name and brand recognition has been further recognized by Fodor’s Travel, which in 2019 named Hollywood Burbank Airport the

“Best Airport in the United States”. Each year since 2021, readers of the Los Angeles Daily News have voted Hollywood Burbank Airport as “Best Airport in Los Angeles”. This year, Anyone Collective and Hollywood Burbank Airport received a Gold Award in the AVA Digital Awards program, an international competition that recognizes excellence by creative professionals responsible for the planning, concept, direction, design and production of digital communication.

Anyone Collective’s services have also included technical support and maintenance of the Hollywood Burbank Airport and ElevateBUR websites. The Airport’s website, which has the largest outreach of all the Authority’s marketing outlets, focuses on the key benefits of the Airport and provides up to date information pertinent to current and prospective customers.

PROPOSAL DETAILS

As passenger traffic continues to grow to levels comparable to the record activity seen before the pandemic, the proposed airport marketing activities for FY 2024 will continue to rebuild Hollywood Burbank Airport’s brand momentum established in the marketplace prior to the downturn. Anyone Collective and Staff will collaborate on strategically designed, hyper-targeted, measurable campaigns to encourage greater engagement from passengers and airlines.

Part of the efforts will include growing and strengthening the brand name, promoting existing and new air services, and raising more awareness about the Airport’s features and amenities that add value to the overall customer experience.

FY 2024 activity will also include a strengthened focus on retaining existing air services the air carriers are providing to the Airport. For FY 2024, the proposal includes a task order based joint advertising program with each of the Authority’s air carrier partners, along with the mutually served airports and DMOs on a first come, first served basis. Together, Staff and Anyone Collective, will provide the airlines, airports and DMOs with an opportunity to collaborate on advertising and marketing efforts that will incorporate the specific airline, airport and destination brands and the Hollywood Burbank Airport brand. For this portion of the program, a joint marketing proposal would be presented to and authorized by the Executive Director up to the limits of the program.

The FY 2024 messaging program will be developed and applied in print, digital, and social media spaces, with targets including: leisure, business, and bleisure travelers; seasonal activity; geographic/destination awareness; special events and attractions; and public transportation promotion (e.g., Metro/MetroLink).

Services and deliverables to be provided are as follows:

- Creative services development
- Administrative services
- Air service retention and development support

- Collaboration on marketing strategies with Staff, air carriers, airports and DMO's
- Website management – primary and replacement terminal
- New digital content production
- Social media strategies and campaign execution
- Advertising campaigns
- Media buy negotiation and planning
- Presentation development
- Copywriting
- Art direction
- Graphic design

To summarize, the Airport Marketing and Advertising Program for FY 2024 is made up of five complementary tasks: i) strategic development employing the analytics from previous years and the results of the research and discovery process, ii) specific marketing and advertising services which include creative art design, content creation, messaging and social media distribution and custom content development, iii) advertising media buys for all applicable venues, iv) implementation of specific joint marketing efforts between airlines, airports, and DMOs, and v) technical management and maintenance of websites for the airport and replacement passenger terminal. The chart below breaks down the not-to-exceed limit for each of the proposed activities in FY 2024.

Strategic Development	\$ 80,000
Marketing and Advertising Services	\$ 300,000
Media – Digital	\$ 90,000
Media – Print	\$ 60,000
Media – Social Media	\$ 110,000
Task Orders	<u>\$ 190,000</u>
Subtotal	<u>\$ 830,000</u>
Website Maintenance	\$ 50,000
<i>Airport and Replacement</i>	
<i>Passenger Terminal</i>	Total <u>\$ 880,000</u>

A copy of the proposed Agreement and work scope is attached.

BUDGET IMPACT

Appropriations for the proposed plan are included in the adopted FY 2024 budget.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval of the Commission to award the proposed Agreement to Anyone Collective for the services described above in support of the Authority's FY 2024 Airport Marketing and Advertising program with an amount not-to-exceed of \$880,000 and that the President be authorized to execute the same.

ANYONE™



Hollywood Burbank Airport
FY 2024 Proposal: July 2023 – June 2024
June 1, 2023

To: Frank Miller, John Hatanaka, Kathy David, Nerissa Sugars
From: Anyone™ Collective
Date: June 1, 2023
SUBJECT: FY 2024 Proposal
PROPOSAL ID: 230307-MFa

Dear Frank, John, Kathy and Nerissa -

Please find attached the proposal for the working relationship between Hollywood Burbank Airport and Anyone™ Collective on the FY 2024 Advertising & Marketing Strategy. This proposal outlines deliverables for FY 2024, as well as estimated pricing for each.

We are thrilled to have the opportunity to continue to work with Airport Staff to help grow the Airport and its business. The entire Anyone™ team is very excited and we look forward to continuing our journey together.

As always, our partnership with Hollywood Burbank Airport is important to us, and we cannot wait to get started on FY 2024.

Please let us know if you have any questions or comments.

We look forward to speaking with you soon.

Anyone™ Team

Project Summary - Scope of Work

Overview

Anyone™ Collective LLC (hereafter, “Anyone™”) will provide the Burbank-Glendale-Pasadena Airport Authority (hereafter, “Client”) in reference to Hollywood Burbank Airport (hereafter “Hollywood Burbank Airport”) with a Branding, Marketing, and Advertising Package to include multiple assets necessary for the successful implementation of marketing goals for Hollywood Burbank Airport.

Professional Services Agreement

Client hereby engages Anyone™, with a mailing address of 99 Pasadena Avenue, Suite One, South Pasadena, CA 91030, for the purpose of performing the services necessary to execute a Branding, Marketing, and Advertising Package (hereafter, “Services”) for Hollywood Burbank Airport.

FY24: Introduction

The goal of FY 2024 is to continue to expand and strengthen the branding foundation established in prior phases to ensure continued growth for Hollywood Burbank Airport. Anyone™ will build a plan that focuses on the continuation of dealing with effects of the global pandemic. We will focus on ideas that carefully consider how the past few years have impacted the travel industry. This does NOT mean we will put out ads and marketing that mention the pandemic, Covid 19 or industry-wide staffing challenges. It simply means we will be thoughtful of the way we communicate the advantages and rewards of travel via Hollywood Burbank Airport - creating awareness and delivering clear and concise messages about the Airport's geographical location and overall benefits.

Unique to FY 2024, the plan is to elevate the research and discovery process. Utilizing the most current data and facts, we can ensure all branding, advertising, and marketing efforts are in line with modern trends and technologies and continue pushing for more awareness of Hollywood Burbank Airport. Our efforts in FY 2024 will keep us on trend with the current market and provide clear and thoughtful direction to build a strategy that encourages more business for the Airport from both a consumer and airline perspective. In FY 2024, we will focus on both Business to Consumer (B2C) and Business to Business (B2B) marketing and branding efforts. In addition to this upcoming fiscal year, we are prepared to identify and create plans that would be necessary in the event of any unforeseen crisis,

FY 2024 will focus on Hollywood Burbank Airport's brand momentum established in the marketplace prior to the pandemic. With strategically designed, hyper-targeted, measurable campaigns to encourage greater engagement from passengers and airlines alike, Anyone™ will explore creative ways to connect with and speak to new and existing customers through the Airport's brand voice. Anyone™ Collective believes it is extremely important to be ready to ramp up communication, marketing and advertising efforts as travelers and the air carriers navigate the challenges that are still affecting the air travel industry.

FY 2024 will provide continued support to Hollywood Burbank Airport for the successful implementation of its rebranding and marketing goals, which include, but are not limited to, the following:

- Increase passenger levels
- Build upon Airline Marketing, and overall marketing, advertising, and branding efforts
- Provide the Airport with a geographic identity that speaks to the local community, and to select region-specific targets throughout the U.S.
- Grow and expand the current target demographics via new strategies and creative campaign directions
- Create fresh and new campaigns, such as seasonal - and audience - specific advertising, to generate a new wave of consumer awareness and deliver new information to our existing consumer base
- Provide detailed analytics for every campaign in order to adjust and pivot whenever necessary to ensure the highest level of performance for each and every deliverable
- Focus on targeting new airlines, new flights and routes and positioning Hollywood Burbank Airport as Southern California's number one option and number one airport.

FY 2024 Includes:

1. FY 2024 Target Strategy Overview

The following strategy breakdown is a continuation of the strategies set in place from previous years. In FY 2024 we define the prioritized target markets and consumers, including B2B, B2C, and airline and destination marketing. The goal is to continue to build on the investment made in prior years and identify new markets and new creative directions—all in a very close collaboration between Airport Staff and the agency. This team approach will ensure we stay with current branding and messaging trends and utilize critical insights from the Airport to build creative campaigns that will bring new consumers and drive customer engagement.

Strategy Breakdown

A. Hyper-Targeted Creative and Messaging

- Leisure and Business Travelers creative and messaging
- Bleisure Traveler creative and messaging
- Seasonally-focused campaign targets, creative, and messaging
- Geographically-focused campaign targets, creative, and messaging

B. Calls-to-Action and Engagements

- Airport key benefits (i.e. convenience, transportation center, rental car, parking, amenities, new airlines, new routes, key air service partnerships, etc.)
- Digital Drivers/Touch Points: Engage target audiences through digital advertising and social media channels

- Incentives: Drive new engagement through incentives (i.e. targeted events, giveaways, contests, usage of collected customer data through email marketing)

C. Digital Content Creation and Touch Points

- Travel Blog: Content will be geared towards travelers nationwide with stories that drive awareness to Hollywood Burbank Airport
- Seek the creation of co-opportunities (i.e. co-branded sponsorships and advertising)
- Content contributors will include staff, commissioners, air carrier representatives, and other key Airport stakeholders.

D. Airline and Destination Marketing Target Strategy

- Utilize targeted brand messaging to support airline and destination marketing efforts
- Continue to grow the strategy that focuses on airline and destination marketing to support the B2B development for the airport
- Work with Airport Staff to create airline and destination marketing-targeted materials, including collateral, deck presentation templates, custom presentations, B2B-focused web portal
- Join Airport Staff at airline and destination marketing-focused meetings with industry executives, airlines, destination marketing organizations, etc.
- Continue to create and expand upon co-branded marketing and advertising opportunities in collaboration with Airport Staff

In previous years, Anyone™ provided plans for effective execution of initial campaigns for Hollywood Burbank Airport along with a projected plan for future placements. In FY 2024, analytics gathered from the initial campaigns combined with continued exploration in marketing and advertising research will inform an updated plan that details targets, defines messaging, and determines the appropriate creative direction for branding materials. Our overall digital plan will leverage our true partnership with the Airport and will incorporate collaborations with Staff.

2. Brand Creative Campaign

The initial creative strategy for Hollywood Burbank Airport was brand-focused, creating awareness of the Airport's new name and brand identity. As campaigns and brand awareness evolved, Anyone™ diversified the strategy and reshaped messaging and campaigns around specific benefits, locations, and types of travelers. Moving into FY 2024, Anyone™ will explore new opportunities that have opened up as a result of added service connections and easing of the pandemic. By continuing to use custom targeting techniques and custom messaging, engagement will continue to grow over a large base of qualified demographics.

Anyone™ will continue to incorporate calls-to-action (CTAs) that promote direct engagement to drive conversions. In FY 2024, Anyone™ will add new social/digital targets that will drive and grow the Airport's target audience and encourage repeat engagements.

Deliverables include individual creative campaigns for each of the established campaign targets and their placement within the context of the new marketing plan. A minimum of two (2) concepts per campaign will be created with supporting graphics. All concepts, regardless of

target or campaign, will continue to utilize branding elements so Hollywood Burbank Airport continues to reinforce its cohesive look and feel. The initial creative direction has been selected and approved by Airport Staff - Anyone™ will apply the creative to all the deliverables determined in the marketing plan.

- Anyone™ will utilize analytics gathered during previous years, as well as conduct additional exploration into national and global markets as a result of added connections to determine an appropriate creative direction for FY 2024
- Advertising will focus on three geographic areas and B2B:
 - Local (Southern California)
 - Regional (select out-of-state targets)
 - East of the Rockies
 - B2B (Airline Marketing)
- Anyone™ will create hero graphics that will define the artwork for the deliverables. Below is a list of potential deliverables to be included; final deliverables will be determined after the strategy is developed:
 - Magazines
 - Local Ads
 - Digital Advertising
 - Social Media Community Management Content
- Anyone™ will subcategorize travelers and target each individual subcategory with unique campaigns via programmatic and social media advertising:
 - Create three to six (3–6) campaigns per subcategory for a maximum of twenty-four (24) total
 - Entice target consumers with a call-to-action OR a click engagement to “find out more information” on any benefit or service being advertised
- Every campaign will last for approximately 30–45 days and will be refreshed on an ongoing basis to reflect changes in seasonality targets as necessary.

3. Creative Deliverables

3a. Advertising Campaigns

Using the final creative campaign assets from Deliverable 2, along with updated research and long-standing relationships with media distributors, Anyone™ will evaluate marketing and advertising mediums to build a multi-platform media plan that provides the highest impact with the lowest budget. The key focus for FY 2024 is to create custom-targeted messaging spread across the established target demographics, to define calls-to-action for engagement with new potential customers, and to continue growing awareness of the Airport’s brand and location.

The goal of these deliverables is to promote the quality, friendly service and convenience of Hollywood Burbank Airport in an innovative and tangible way. Competitive, attention-grabbing collateral will stand out in a saturated market, engaging customers via strategic placements in areas that will reach target prospects.

The execution of print and digital deliverables is for placement only. Media buying is estimated separately. Anyone™ will receive an industry standard 15% commission based on Hollywood Burbank Airport's overall spend, which will be determined by Hollywood Burbank Airport. The recommended spend is identified in this estimate.

3b. Social Media Advertising

Anyone™ will continue to design and develop the overall digital marketing and social media strategy for Hollywood Burbank Airport in FY 2024. The goal of the digital marketing and social media strategy will be to continue to create awareness for Hollywood Burbank Airport. This will include existing and new customers for the Airport. In FY 2024 the focus will be on keeping well managed social media targeted advertisements. Quarterly progress reports will be developed so that analytics and data can help define the key performance indicators (KPI's) and return on investments (ROI) for each campaign. Again, Anyone™ will collaborate with Airport Staff in the development of this plan and on all final deliverables.

Anyone™ will create new ads, featuring updated messaging and creative, to run across social platforms including Facebook, Instagram, Google AdWords, and custom communication platforms through co-op positioning and targeted touch points. The content campaigns will garner interest for Hollywood Burbank Airport to gain active followers, encourage engagement of customers, and ensure awareness of Hollywood Burbank Airport's features and benefits, including Airline and Destination Marketing. Content campaigns will include web and social banner ads, social media graphics, and re-skinning of social properties. Every campaign is to last for approximately thirty to sixty (30–60) days and will update consistently to reflect changes in seasonality, performance, and targets as needed.

3c. Community Management—Up to 60 hours/month

In collaboration with Airport Staff review, Anyone™ will continue community management efforts for the Airport throughout FY 2024, engaging with a concerted focus on all travel segments (i.e. Business, Leisure and Bleisure). We will collaborate with Airport Staff to create a monthly content schedule that defines that months goals and content.

- **Monitoring:** Anyone™'s social listening efforts entail monitoring all networks for conversations concerning the Airport's brand. We will proactively set up listening parameters for mentions, tags, and specific keywords.
- **Engaging:** The goal will be to keep the Airport's brand and personality consistent, while adapting to social media trends and content. FY 2024 engagement will also include a focus on LinkedIn engagement and creative that is geared specifically for business travel.
- **Moderating:** Anyone™ will work proactively with Airport Staff to manage the Airport's online reputation by keeping all social profiles clear from spam.
- **Measuring:** By monitoring, engaging, and moderating, we will have a better sense of how the social community perceives the brand, identify areas for improvement, and work to refine the Airport's presence. Anyone™ will pinpoint which channels our audiences are most active on and where we can satisfy primary objectives—whether it's building brand awareness, pushing traffic to the website, or simply maintaining the Airport's reputation and integrity.

3d. Website Maintenance: Up to 10 hours/month each hollywoodburbankairport.com and elevatebur.com

As the Airport's business evolves and grows, it is important to have a website that is dynamic and evolves as needed over time, inclusive of all content and functionality. Anyone™ will provide the following website maintenance services:

- **Platform/CMS Maintenance**
 - Ongoing maintenance and updating all website plugins, themes, and technologies
 - Cloud backup of website on a weekly basis
 - Constant uptime monitoring to ensure site accessibility
 - Ensuring the site core is running on the latest security technologies, avoiding outdated software that can contain vulnerabilities
 - XML sitemap monitoring to ensure crawlability and indexability by all major engines
 - Meta description updates for consistent snippets in search engine results
 - Optimization of page titles and copy headlines for SEO
 - Regular malware monitoring and removal
 - Deployment of Google Analytics across all pages for accurate usage and audience statistics
 - Ensuring all SSL (secure sockets layer) certificates are up-to-date
- **Content Maintenance**
 - Adding, swapping, or editing new and existing photos and graphics for the website
 - Adding, editing, or removing copy on the existing site including articles, reports, contact information, or service/amenity descriptions
 - Expansion or deletion of links within website navigation panels

4. Media Planning & Buying

Media planning and buying involves elements of strategy, negotiations, and purchasing. For social media purchases Anyone™ is required to pay campaign budgets in advance (this is known as “ad buys”). When planning the inventory to purchase, planners must take into consideration the product being advertised, target audience, and campaign goals.

Anyone™ will strategize, negotiate, purchase, and monitor advertising space on behalf of the Client. Anyone™ will strive to connect with the highest number of people in the approved target audiences at the lowest cost whenever possible.

1. Media—Digital: Budget will allow a consistent buy of programmatic digital ads to be placed month-to-month as part as Anyone™'s continuous digital plan.
2. Media—Print: Budget will allow for smaller local print publications to be supported during certain months, while larger distribution airline publications will be selected and ads placed according to the allocated budget.
3. Media—Social: Budget will play a large role in connecting Anyone™'s specific messaging to potential travelers within all newly created subcategories.

Upon approval, Anyone™ will create a complete media budget. For the purposes of this proposal and based on Anyone™'s media buying and planning experience, Anyone™ will provide a budget range that includes a suggested amount for the remainder of the current fiscal year—beginning July 1, 2023 and ending June 30, 2024.



Media buy dollars are estimated separately from the amortized payment plan hours. Anyone™ will receive an industry standard 15% commission based on Hollywood Burbank Airport's overall media spend, which is included in the pricing below.

5. FY 2024 Marketing and Advertising SOW Ongoing Brand Support

Anyone™ will provide continued ongoing brand support as described in the pricing grid under Marketing and Advertising SOW (Scope of Work). The pricing is based on a blended rate of creative hours, account management hours, and production execution hours.

This plan will go into effect upon approval of the budget with a target start date of July 1, 2023.

Ongoing brand support hours are based on a blended, creative, and administrative hourly rate of \$275/hr.

FY 2024 Proposed Budget

FY 2024 Strategic Development - Creative Services	
1. Research & Development FY 2024	\$30,000
2. Strategy/Plan Including Airline Marketing (B2B)	\$30,000
3. Quarterly Reporting—Progress Report and Analytics Review	\$20,000
Strategic Development Subtotal:	\$80,000.00
FY 2024 Marketing and Advertising SOW Ongoing Brand Support - Creative Services	
1. Campaign Creation and Executions	\$300,000
2. Content Creation Digital	
3. Content Creation Print	
4. Content Creation—Events, Presentations, Meetings	
5. Website Updates and Content Creation	
6. Messaging & Copywriting	
7. Social Media Content Creation All Platforms	
8. Print Media Content Creation All Platforms	
10. Creative Design, Art Direction, and Graphic Development	
Ongoing Brand Support - 12 Months Subtotal:	\$300,000.00
FY 2024 Advertising/Media Plan/Ad Buying/Promotions	
1. Digital Advertising—Consumer Target—Google AdWords	\$90,000
2. Print Advertising—Consumer Target	\$60,000
3. Social Media Advertising/Community Management—Consumer Target—Facebook, Instagram	\$110,000
Advertising - 12 Months Subtotal:	\$260,000.00
Website Maintenance	
Maintenance of www.hollywoodburbankairport.com	\$25,000
Maintenance of www.elevatebur.com	\$25,000
Website Subtotal:	\$50,000.00
Task Orders	
B2B Airline and Destination Marketing Content Creation, Design, and Executions Collaborative Meetings, Associated Travel	\$190,000.00
Task Orders Subtotal:	\$190,000.00
FY 2024 Grand Total:	\$880,000.00

NOTE: Monthly totals may vary per month depending on the campaign strategy development, in other words more budget may be allocated to a different month making one month total budget spend higher and another month total budget spend lower. The spend will never exceed the total allotted media buy budget.

6. Fee Schedule

Upon budget approval the Anyone™ team will provide a recommended fee schedule that will eliminate confusion and make the billing portion of this estimate easy to consume.

7. Timeline & Milestones

Anyone™ understands the pace and project flow may vary based on the Client's needs. Upon approval of this agreement, Anyone™ will be the Client's agency of record for a twelve (12)-month period. A complete milestone calendar will be created upon approval. Anyone™ would recommend a budget review in 6 months for the fiscal year FY 2024.

Execution Milestones

1. Strategic Airline and Destination Marketing FY24 Advertising/Marketing
2. Brand Creative Campaign and Vision
3. Print & Digital Media Campaign
4. Social Media Campaigns/Community Management
5. Website Maintenance
6. Media Planning/Buying
7. Airline Marketing (B2B) Strategic Planning
8. Airline Marketing (B2B) Executions
9. Analytics and Reporting

Project Management: Projects can occur simultaneously. Once approved, a digital project management software will be implemented to assist in overall project management and communications between appointed Client and Anyone™.

Hollywood Burbank Airport

REVENUE PASSENGERS			May			January - May		
Signatory Airlines	2023	2022	% Change	2023	2022	% Change		
Alaska Airlines	58,718	45,968	27.74%	246,813	168,768	46.24%		
American Airlines	36,665	30,115	21.75%	186,120	134,104	38.79%		
Avelo Airlines	29,626	28,383	4.38%	126,153	145,039	-13.02%		
Delta Airlines	12,161	16,461	-26.12%	61,883	73,783	-16.13%		
Flair Airlines	0	2,724	-100.00%	0	6,737	-100.00%		
JetBlue Airways	8,104	15,529	-47.81%	32,635	62,833	-48.06%		
Southwest Airlines	333,619	365,331	-8.68%	1,491,120	1,492,653	-0.10%		
Spirit Airlines	16,217	5,665	186.27%	78,101	33,474	133.32%		
United Airlines	17,827	12,546	42.09%	90,419	54,759	65.12%		
Non-Signatory Airlines								
Frontier Airlines	0	8,029	-100.00%	5,482	42,865	-87.21%		
Total Revenue Passengers	512,937	530,751	-3.36%	2,318,726	2,215,015	4.68%		
Inbound (deplaned)	257,920	266,237	-3.12%	1,161,381	1,108,914	4.73%		
Outbound (enplaned)	255,017	264,514	-3.59%	1,157,345	1,106,101	4.63%		
AIRCRAFT OPERATIONS								
	May			January - May				
	2023	2022	% Change	2023	2022	% Change		
Landings & Takeoffs								
Air Carrier	5,489	5,867	-6.44%	25,495	26,424	-3.52%		
Air Taxi	2,278	1,970	15.63%	10,804	9,230	17.05%		
General Aviation	2,035	2,338	-12.96%	9,176	11,319	-18.93%		
Military Itinerant	15	41	-63.41%	159	172	-7.56%		
Subtotal	9,817	10,216	-3.91%	45,634	47,145	-3.21%		
Pass Through BUR Airspace								
Civil Local	2,826	1,781	58.67%	11,087	11,146	-0.53%		
Military Local	0	0	N/A	0	0	N/A		
Subtotal	2,826	1,781	58.67%	11,087	11,146	-0.53%		
Total Aircraft Operations	12,643	11,997	5.38%	56,721	58,291	-2.69%		

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

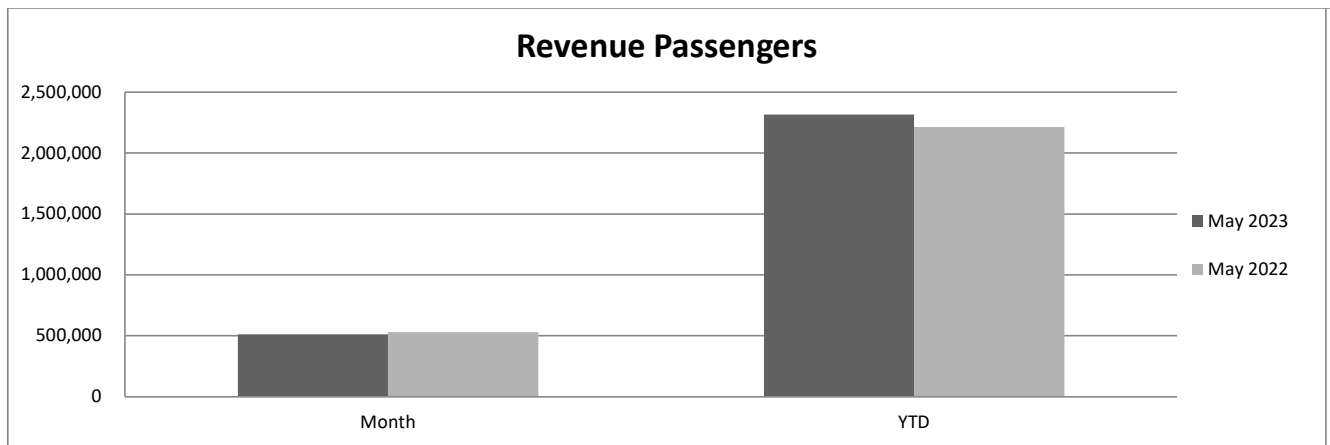
Civil Local: Civil aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR

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

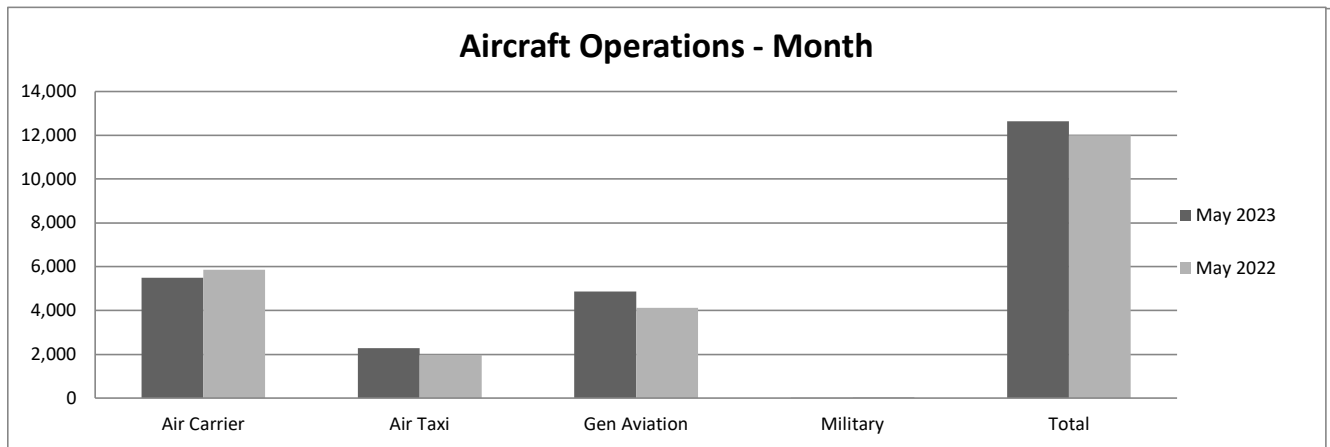
Hollywood Burbank Airport

AIR CARGO (lbs.)	May			January - May		
Signatory Airlines	2023	2022	% Change	2023	2022	% Change
Alaska Airlines	1,719	1,023	68.04%	9,713	4,547	113.61%
American Airlines	0	309	-100.00%	13	619	-97.90%
Avelo Airlines						
Delta Airlines						
Flair Airlines						
JetBlue Airways						
Southwest Airlines	80,481	140,427	-42.69%	409,204	1,173,007	-65.11%
Spirit Airlines						
United Airlines	51,840	0	N/A	121,102	0	N/A
Non-Signatory Airlines						
Frontier Airlines						
Other Scheduled Carriers						
Federal Express	2,774,910	3,788,966	-26.76%	13,011,635	19,109,939	-31.91%
United Parcel Service	3,133,985	3,430,138	-8.63%	15,808,535	19,329,179	-18.21%
Charter/Contract Carriers						
Ameriflight	150,069	167,990	-10.67%	729,052	853,198	-14.55%
Total Air Cargo	6,193,004	7,528,853	-17.74%	30,089,254	40,470,489	-25.65%
Inbound (deplaned)	3,103,698	3,758,374	-17.42%	15,134,874	20,240,054	-25.22%
Outbound (enplaned)	3,089,306	3,770,479	-18.07%	14,954,380	20,230,435	-26.08%

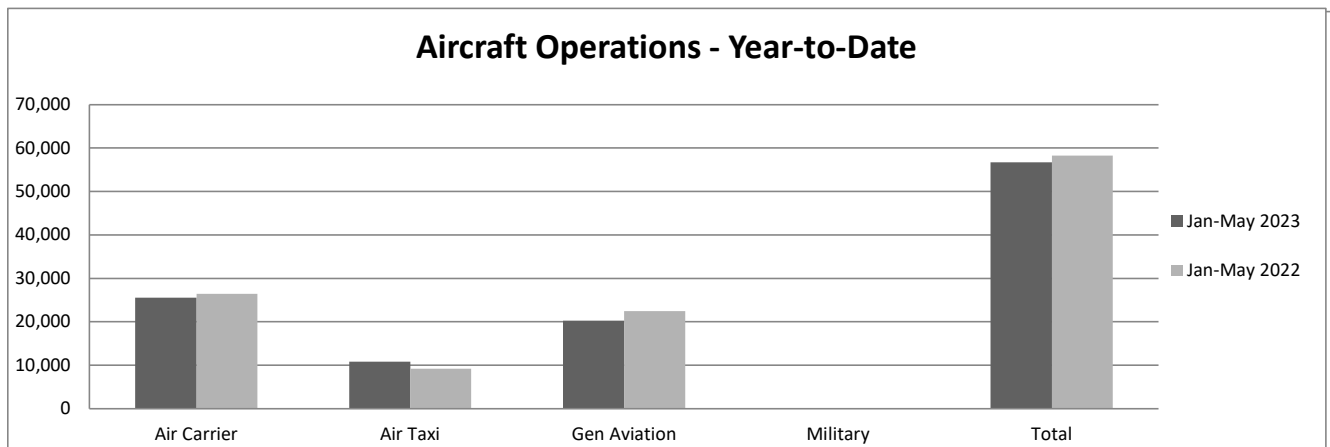
MAIL (lbs.)	January			YTD		
	2023	2022	% Change	2023	2022	% Change
	0	0	N/A	0	0	N/A
Total Mail	0	0	N/A	0	0	N/A
Inbound (deplaned)	0	0	N/A	0	0	N/A
Outbound (enplaned)	0	0	N/A	0	0	N/A



Revenue Passengers	Month	YTD
May 2023	512,937	2,318,726
May 2022	530,751	2,215,015
% Change	-3.36%	4.68%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
May 2023	5,489	2,278	4,861	15	12,643
May 2022	5,867	1,970	4,119	41	11,997
% Change	-6.44%	15.63%	18.01%	-63.41%	5.38%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-May 2023	25,495	10,804	20,263	159	56,721
Jan-May 2022	26,424	9,230	22,465	172	58,291
% Change	-3.52%	17.05%	-9.80%	-7.56%	-2.69%

Hollywood Burbank Airport

REVENUE PASSENGERS

	May			January - May		
Signatory Airlines	2023	2019	% Change	2023	2019	% Change
Alaska Airlines	58,718	52,785	11.24%	246,813	223,582	10.39%
American Airlines	36,665	33,736	8.68%	186,120	143,928	29.31%
Avelo Airlines	29,626	0	N/A	126,153	0	N/A
Delta Airlines	12,161	13,693	-11.19%	61,883	82,399	-24.90%
Flair Airlines	0	0	N/A	0	0	N/A
JetBlue Airways	8,104	24,025	-66.27%	32,635	105,758	-69.14%
Southwest Airlines	333,619	348,408	-4.24%	1,491,120	1,679,373	-11.21%
Spirit Airlines	16,217	0	N/A	78,101	19,832	293.81%
United Airlines	17,827	26,642	-33.09%	90,419	127,694	-29.19%
Non-Signatory Airlines						
Frontier Airlines	0	0	N/A	5,482	0	N/A
Total Revenue Passengers	512,937	499,289	2.73%	2,318,726	2,382,566	-2.68%
Inbound (deplaned)	257,920	250,931	2.79%	1,161,381	1,190,255	-2.43%
Outbound (enplaned)	255,017	248,358	2.68%	1,157,345	1,192,311	-2.93%

AIRCRAFT OPERATIONS

	May			January - May		
	2023	2019	% Change	2023	2019	% Change
Landings & Takeoffs						
Air Carrier	5,489	5,270	4.16%	25,495	25,939	-1.71%
Air Taxi	2,278	1,947	17.00%	10,804	9,617	12.34%
General Aviation	2,035	2,794	-27.17%	9,176	13,122	-30.07%
Military Itinerant	15	59	-74.58%	159	225	-29.33%
Subtotal	9,817	10,070	-2.51%	45,634	48,903	-6.68%
Pass Through BUR Airspace						
Civil Local	2,826	2,300	22.87%	11,087	11,256	-1.50%
Military Local	0	0	N/A	0	0	N/A
Subtotal	2,826	2,300	22.87%	11,087	11,256	-1.50%
Total Aircraft Operations	12,643	12,370	2.21%	56,721	60,159	-5.71%

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

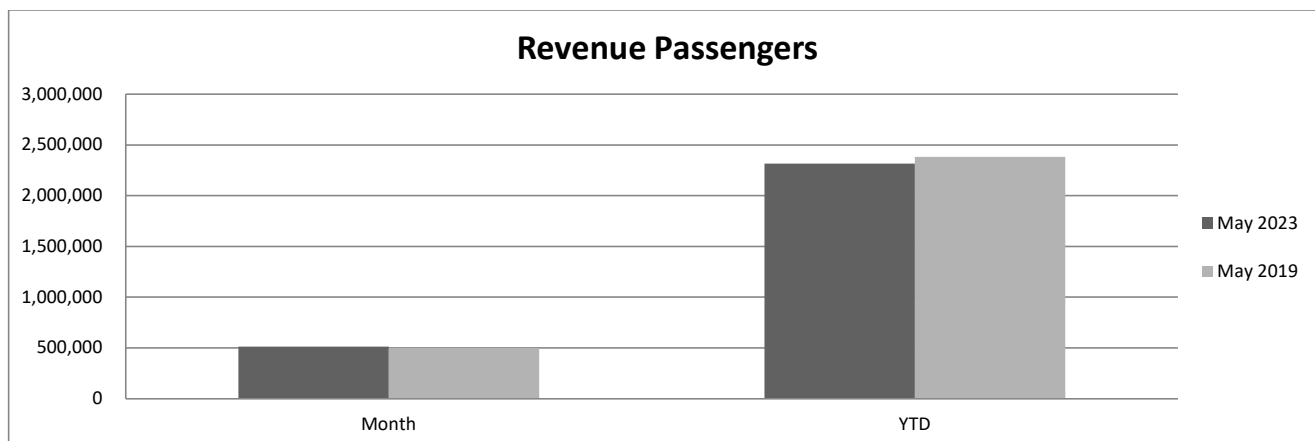
* 2019 Year-to-Date numbers include January - February 2020, and March - May 2019 totals.

Hollywood Burbank Airport

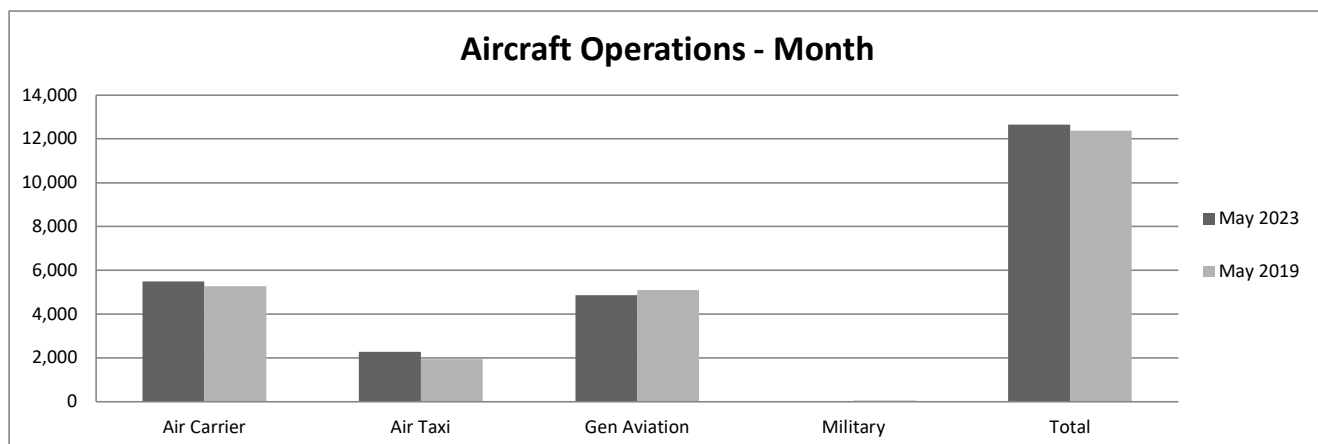
AIR CARGO (lbs.)	May			January - May		
Signatory Airlines	2023	2019	% Change	2023	2019	% Change
Alaska Airlines	1,719	690	149.13%	9,713	2,213	338.91%
American Airlines	0	0	N/A	13	29	-55.17%
Avelo Airlines						
Delta Airlines						
Flair Airlines						
JetBlue Airways						
Southwest Airlines	80,481	194,324	-58.58%	409,204	885,497	-53.79%
Spirit Airlines						
United Airlines	51,840	0	N/A	121,102	1,144	10485.84%
Non-Signatory Airlines						
Frontier Airlines						
Other Scheduled Carriers						
Federal Express	2,774,910	4,869,896	-43.02%	13,011,635	21,064,342	-38.23%
United Parcel Service	3,133,985	4,333,771	-27.68%	15,808,535	20,452,248	-22.71%
Charter/Contract Carriers						
Ameriflight	150,069	250,487	-40.09%	729,052	1,163,305	-37.33%
Total Air Cargo	6,193,004	9,649,168	-35.82%	30,089,254	43,568,778	-30.94%
Inbound (deplaned)	3,103,698	4,780,666	-35.08%	15,134,874	22,215,804	-31.87%
Outbound (enplaned)	3,089,306	4,868,502	-36.55%	14,954,380	21,352,974	-29.97%

MAIL (lbs.)	May			January - May		
	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%

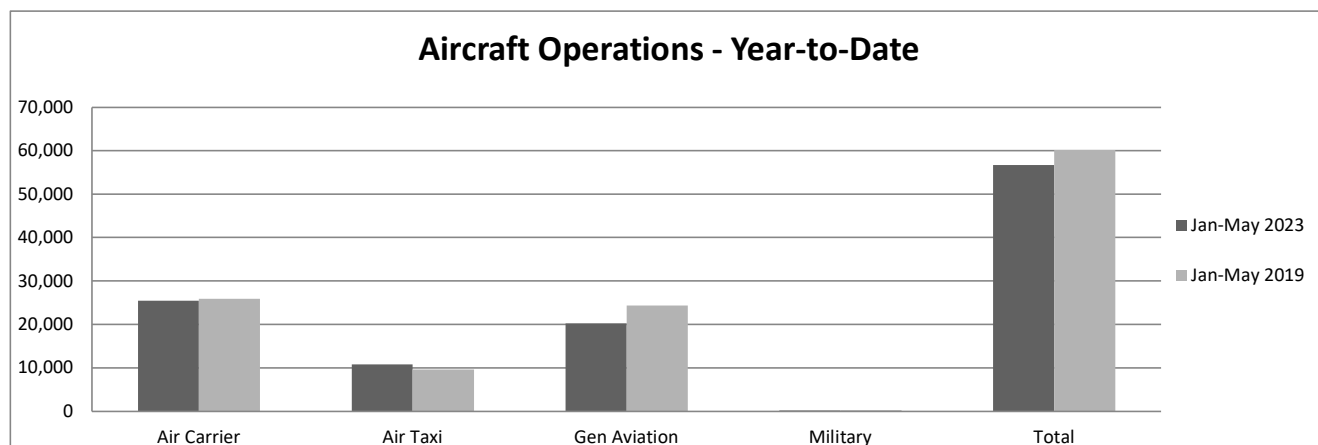
* 2019 Year-to-Date numbers include January - February 2020, and March - May 2019 totals.



Revenue Passengers	Month	YTD
May 2023	512,937	2,318,726
May 2019	499,289	2,382,566
% Change	2.73%	-2.68%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
May 2023	5,489	2,278	4,861	15	12,643
May 2019	5,270	1,947	5,094	59	12,370
% Change	4.16%	17.00%	-4.57%	-74.58%	2.21%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-May 2023	25,495	10,804	20,263	159	56,721
Jan-May 2019	25,939	9,617	24,378	225	60,159
% Change	12.34%	-30.07%	-16.88%	-29.33%	-5.71%

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 10, 2023**

ELECTION OF OFFICERS

Presented by John Hatanaka
Senior Deputy Executive Director

SUMMARY

The joint powers agreement requires the Commission to elect or re-elect a President, a Vice President, and a Secretary at the first meeting of July every year. Although not required to do so, the Commission traditionally also has chosen an Assistant Secretary, Treasurer, and Auditor at the first July meeting. Staff recommends that the Commission elect or re-elect all of its officers, including an Assistant Secretary, Treasurer, and Auditor.

BACKGROUND

Section 2.4.1 of the joint powers agreement addresses the offices of President, Vice President, Secretary, and Assistant Secretary. This provision requires the Commission to elect or re-elect a President, Vice President, and Secretary at the first meeting of July every year. This provision allows, but does not require, the Commission to elect an Assistant Secretary to assist the Secretary in the performance of the Secretary's duties, certify copies of official Authority documents, and perform other duties specified by the Commission. Traditionally, the Commission has elected an Assistant Secretary at the first July meeting. Last year, consistent with past practice, the Commission chose to have the Executive Director serve as the Assistant Secretary.

Sections 2.4.2 and 2.4.3 of the joint powers agreement address the Treasurer and Auditor offices. These provisions require the Commission to appoint a Treasurer and an Auditor, but they do not require that such appointments be made at any particular time of year. Traditionally, the Commission has appointed a Treasurer and Auditor at the first July meeting. Currently, Commissioner Hampton serves as Treasurer and Commissioner Najarian serves as Auditor.

FPPC REGULATION

Fair Political Practices Commission Regulation 18702.5 defines what constitutes a "personal financial effect" for purposes of the Political Reform Act's conflict of interest prohibition. As a result of an amendment adopted several years ago, this regulation allows a public official to participate in decisions to fill a position on a body of which the official is a member. Thus, even though the President is compensated slightly more than other Commissioners, the nominees(s) for President may participate in the Commission's discussion and vote on that office.

RECOMMENDATION

Staff recommends that the Commission elect a President, Vice President, and Secretary for the 2023-2024 term. Staff also recommends that the Commission determine whether to change the existing appointments to the offices of Assistant Secretary, Treasurer, and Auditor.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 10, 2023**

**REPLACEMENT PASSENGER TERMINAL ARTWORK PROCUREMENT PROGRAM
AUTHORIZATION FOR REQUEST FOR PROPOSALS FOR SCULPTURE
SOLICITATIONS;
PRELIMINARY CONSIDERATION OF ADDITIONAL ARTWORK OPPORTUNITY**

Presented by Susan Gray
Susan F. Gray & Co.

SUMMARY

Staff, Jacobs Project Management Co. (“Jacobs”), and Susan F. Gray & Co. (“SFG”) are implementing an artwork procurement program for the Replacement Passenger Terminal (“RPT”) Project to satisfy the City of Burbank’s Art in Public Places requirement. This agenda item seeks the Commission’s authorization for issuance of two Request for Proposals (“RFPs”) to short-listed artists, one for an exterior plaza sculpture and one for an interior suspended sculpture. This item also provides a preliminary consideration of an additional RPT artwork opportunity that will be open to a broad field of the regional artist community.

BACKGROUND

Jacobs is the Program Manager for the RPT Project pursuant to a professional services agreement awarded by the Commission on April 27, 2022. To assist with the unique public artwork challenges and opportunities presented by the RPT Project Jacobs retained SFG. SFG is a Pasadena-based firm with expertise administering innovative arts and cultural initiatives in government, nonprofit, and private sector settings, and with extensive experience in the development of large-scale public art opportunities for design-build mass transit projects.

At the February 6, 2023, regular meeting, during Jacobs’ presentation on RPT Project items, Mr. Roger Johnson introduced the Commission to Ms. Susan F. Gray and her extensive experience in public art in Los Angeles. Mr. Johnson also outlined the artwork procurement process, including the engagement of an Art Advisory Panel that would help inform the artwork RFPs, develop a candidate pool, and evaluate the proposals from the short-listed artists for each opportunity.

At the June 26, 2023, special meeting, the Commission received an update on the RPT artwork procurement program being implemented by a team from Staff, Jacobs, and SFG. The artwork procurement team sought to issue two RFPs on June 30th, one for an exterior plaza sculpture and one for an interior suspended sculpture, to short-listed regional artists with experience in the realization of large-scale sculpture for public display. Consistent with national best practices, which utilize a community-based peer advisory board, the candidate pool had been vetted by the Art Advisory Panel. However, after extensive discussion, the Commission directed the team to place this item on the July 10th agenda to allow for additional deliberation and further notice to the public.

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STAFF REPORT\COMMISSION\7-10-2023

REPLACEMENT PASSENGER TERMINAL ARTWORK PROCUREMENT PROGRAM
AUTHORIZATION FOR REQUEST FOR PROPOSALS FOR SCULPTURE SOLICITATIONS;
PRELIMINARY CONSIDERATION OF ADDITIONAL ARTWORK OPPORTUNITY

SCULPTURE PROCUREMENTS

The RPT Project is subject to the City of Burbank's Art in Public Places ordinance (codified at Burbank Municipal Code Section 10-1-1114). With limited exceptions not applicable here, that ordinance requires developers to construct and install public artwork on their project site, utilizing the services of a qualified professional artist. Alternatively, developers may pay an in-lieu fee to Burbank's Art in Public Places Fund. The ordinance encourages placement of artwork at an outside location in permanent daytime view of pedestrians and motorists, but it provides some flexibility for placement of artwork at an inside location accessible to the public during normal business hours. The ordinance also generally mandates that a proposed public artwork must be approved by the Burbank Art in Public Places Committee, or an in-lieu fee must be paid, before a building permit is issued for a project.

On December 19, 2022, the Commission awarded Holder, Pankow, TEC - A Joint Venture ("HPTJV") a design-build agreement for the RPT Project. A team comprised of Staff, Jacobs, and SFG representatives then began to focus in earnest on the implementation of an artwork procurement program that achieves two objectives. The first is the satisfaction of Burbank's Art in Public Places requirement. The other, and also critically important, is coordination with HPTJV's design and construction work.

To keep the RPT Project on schedule, the artwork procurement team is striving to present artist selection recommendations to the Commission this December. Over the past few months the artwork procurement team has completed numerous steps towards this goal. These steps include: performing extensive site assessments and determining that the optimal public artworks to satisfy Burbank's Art in Public Places ordinance are an exterior plaza sculpture and an interior suspended sculpture; developing criteria for artist evaluation; convening an Art Advisory Panel to provide input on artist selections; identifying a candidate pool of 19 artists (as of the drafting of this report); and preparing an RFP for each artwork solicitation. The evaluation criteria for creation of the sculpture short-lists are artistic merit (40%), relevance (30%), and experience (30%). In accordance with the Commission's instruction, SFG also conducted outreach to public art coordination staff at the Cities of Burbank, Glendale, and Pasadena to solicit input on each sculpture short-list. The team intends to short-list 3-5 artists for each sculpture solicitation, and proposals will be evaluated based on artistic merit (30%), appropriateness (30%), work plan and technical approach (30%), and budget (10%). In keeping with national best practices, artists will be provided a modest honorarium for proposal development.

Limiting the RFPs to short-listed artists is allowed by federal law. The applicable federal regulations (2 CFR Part 200) simply require that proposals for federally funded services be solicited from an "adequate number of qualified offerors." The Federal Aviation Administration deems it sufficient for an airport sponsor to solicit three proposals.

With respect to the Art Advisory Panel, the group is diverse and is comprised of Burbank, Glendale, and Pasadena residents (two from each city) and includes an urban planner experienced in public art policy, curators, a public art manager, and professional artists. Panel participants executed a membership agreement that, among other things, requires

-2-

them to maintain confidentiality while the artwork procurement is ongoing and to avoid conflicts of interest. For the integrity of the process, and to shield panel participants from outside pressure, the artwork procurement team will publicly disclose the identity of panel participants when artist selection recommendations are presented to the Commission.

ADDITIONAL ARTWORK OPPORTUNITY

The artwork procurement team is exploring the feasibility of a series of artwork for prominent display on panels in the ticketed area. The artist's design fee for the panels will be commensurate with that of the sculptures. In order to open up the opportunity, evaluation will be focused on artistic merit and not necessarily public art experience. SFG, Jacobs, and HPTJV will coordinate fabrication and installation. The artist will be selected through a Request for Qualifications. Extensive and targeted outreach will be conducted so local artists are aware of the opportunity. A new three-member Art Advisory Group will be convened for the artist selection, with the participation of one member of the sculpture Art Advisory Panel for curatorial continuity. The Cities of Burbank, Glendale, and Pasadena will be engaged for outreach purposes.

RECOMMENDATION

Staff, Jacobs, and SFG recommend that the Commission authorize issuance of RFPs to short-listed artists for an exterior plaza sculpture and an interior suspended sculpture.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 10, 2023**

**REGIONAL INTERMODAL TRANSPORTATION CENTER
PUBLIC ARTWORK DESIGN CONCEPT SELECTION**

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

SUMMARY

Staff seeks the Commission's approval of a conceptual design for public artwork to be displayed on six panels of the Regional Intermodal Transportation Center ("RITC").

BACKGROUND

In September 2015, through a competitive Request for Proposal process, the Authority retained the services of an art consultant. The Authority subsequently retained the services of an artist to create public artwork for the RITC in satisfaction of the City of Burbank's Art in Public Places ("APP") ordinance (Burbank Municipal Code Section 10-1-1114). Those relationships were dissolved in the fall of 2018.

Staff presented a different approach in the summer of 2019, however this suggestion did not meet the expectations of the Commission. While Staff was reviewing alternatives to meet the APP requirement, most activities were suspended due to the COVID-19 pandemic.

Staff continued to work on this project and obtained the Commission's approval of an "Extension of Deferral of Art Covenant Agreement" with the City of Burbank in September 2021. This extension gives the Authority until August 12, 2023, to complete a public artwork installation at the RITC.

In December 2021, Staff presented to the Commission various artwork styles for consideration. The Commission approved an Aviation History theme with direction to Staff to utilize a Retro/Vintage art style.

On April 17, 2023, the Commission approved a Professional Services Agreement with artist Sarah Fernandez for \$59,200 for the creation of the public artwork at the RITC.

On June 5, 2023, Legal, Government and Environmental Affairs Committee concurred with Staff's recommendation that the Replacement Passenger Terminal ("RPT") conceptual design voting procedure specified in Resolution #499 be utilized for the Commission's selection of a conceptual design for the RITC public artwork.

SELECTION PROCESS

To ensure compliance with the August 12, 2023 deadline for public artwork at the RITC, staff, the artist, and Anyone Collective, the Authority's consultant for this project, will present the final artwork concepts to the Commission. The presentation will follow the specified format outlined below, and the selection process will align with the procedure specified in

Resolution No. 499 for the RPT conceptual design selection:

1. Presentation:
 - a. Ms. Fernandez, Staff and Anyone Collective will present three sets of six art concepts (representing the six panels along Hollywood Way) to the Commission for consideration.
 - i. The sets are not designed for “mix and match”. Each set of six panels is unique and distinct.
 - b. The art concepts will be well-developed and visually represented, showing proposed designs, themes, and artistic elements.
 - c. A comprehensive explanation of each concept will be presented.
2. Utilization of Authority Resolution No. 499 RPT Conceptual Design Voting Procedure:
 - a. Adhering to those guidelines:
 - i. The Commission is requested to vote for their first choice from one of the three sets conceptual artworks by the artist. If no conceptual artwork receives a majority of votes, then there shall be a second voting round.
 - ii. The conceptual artwork set that received the fewest votes in the first voting round shall not be included in the second voting round.
 - iii. If there is a tie vote in the first voting round, Commissioners shall continue discussing the conceptual artwork until a Commissioner decides to break the tie. In the event of a second voting round, Commissioners shall each vote for their first choice of the two remaining sets of conceptual artworks.
3. Commission approval of final Artwork.
 - a. Following the completion of the voting procedure, the Commission will review the results and approve the final conceptual design for public artwork at the RITC.

RECOMMENDATION

Staff seeks the Commission’s approval of one of Sarah Fernandez’s conceptual designs for public artwork to be displayed on six panels of the RITC.

PARKING AND SHUTTLE SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Ace Parking)

This Parking and Shuttle Services Agreement (“Agreement”) is dated July 10, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Ace Parking III, LLC (“Contractor”), a California limited liability company.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to retain Contractor to provide self-park management services, valet parking services, and shuttle services for the Airport.

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

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, unless otherwise indicated or apparent from the context, the definitions set forth below shall apply.

A. Airport Rules and Regulations: May 4, 2020 Restated Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. Annual Period: each 12-month period during the term.

C. Budget: zero-based operating expenses budget prepared by Contractor and approved by the Authority.

D. Executive Director: Frank R. Miller or such person’s designee.

E. FAA: Federal Aviation Administration.

F. Federal Requirements: federal requirements set forth in the attached Exhibit H, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the FAA.

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

H. Liabilities: actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature.

I. Management Fee: fee described in Section 5(B).

J. Operating Expenses: reimbursable expenses incurred by Contractor in the performance of the Services.

K. Operating Hours: hours of operation designated on the self-park, valet, and courtesy shuttle schedules. Additional coverage may be required depending on flight delays, and holidays. Shuttle service shall be provided for special tours, job inspections, and special events as requested by the Authority at any time.

L. Parking Documents: all original books, records, computer database information, computer disks and tapes, notes, reports, calculations, estimates, and other materials provided to, obtained by, or prepared by Contractor in the performance of the self-park management services and the valet parking services.

M. Parking Facilities: Airport parking facilities specified in Exhibit D.

N. Parking Policies: the Authority's operational policies for the Parking Facilities.

O. Parking Receipts: gross amount of all receipts (cash, credit, or otherwise) arising from operation of the Parking Facilities.

P. Revenue Control Equipment: gates, validators, cash registers, ticket dispensers, video cameras, video recorders, and other equipment comprising the Skidata self-park and Computerized Valet Parking System revenue control systems for the Parking Facilities.

Q. Services: self-park management services, valet parking services, and shuttle services specified in Exhibit A.

R. Toxic Materials: any hazardous or toxic materials, pollutants, effluents, contaminants, radioactive materials, flammables, explosives, pesticides, chemicals known to cause cancer or reproductive toxicity, emissions, wastes or any other chemicals, materials or substances whose handling, storage, release, transportation or disposal is or becomes prohibited or regulated by any public agency or, even if not so regulated, is or becomes known to pose a hazard or potential threat to the health and safety of any person or to the environment.

2. Scope of Work.

A. Services. Contractor shall perform the Services in accordance with the Federal Requirements, the Parking Policies, the Airport Rules and Regulations, applicable laws, and in strict conformity with the best practices and highest standards of the parking management industry, the valet parking industry, and the shuttle industry. Upon request, Contractor shall provide the Authority with copies of all required permits, licenses, registrations, certifications, authorizations and approvals. Time is of the essence in the performance of this Agreement.

B. Modification of Services. At any time the Executive Director may modify the Services. In such event, the Management Fee shall be adjusted as determined by the Authority subject to the prior written approval of Contractor, which approval shall not be unreasonably withheld.

C. Reconfiguration of Parking Facilities. At any time the Authority may modify or relocate the Parking Facilities or any areas, improvements, facilities, or equipment (including the Revenue Control Equipment) located in or servicing the Parking Facilities. In such event, Contractor shall cooperate in the determination of the new or revised Parking Facilities and equipment specifications, as well as in any construction or equipment purchases. This Agreement shall be amended, where required, as agreed upon by the parties within 120 days of completion of the modification or relocation. If an amendment cannot be agreed upon within this period, then the Authority may terminate this Agreement pursuant to Section 3(B).

3. Term.

A. Contract Period. This Agreement shall commence on October 1, 2023 and shall expire on September 31, 2028 unless earlier terminated.

B. Termination Upon Parking Facilities Reconfiguration. The Authority may terminate this Agreement upon 60 days notice if the parties are unable to agree upon an amendment to this Agreement within 120 days of completion of the modification or relocation of the Parking Facilities pursuant to Section 2(C).

C. Termination For Convenience. The Authority may terminate this Agreement for convenience upon 120 days notice.

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

4. Authority's Responsibilities.

A. Designation. The Authority shall be responsible for the matters specified in Exhibit E and the Services shall exclude such matters. At any time the Executive Director may modify, expand or reduce the responsibilities specified in Exhibit E, including to delegate any of such responsibilities to Contractor as part of the Services.

B. Contract Administrator. The Executive Director shall be the Authority's contract administrator for this Agreement. At any time the Executive Director may modify the Parking Policies by giving written notice to Contractor.

5. Compensation.

A. Management Fee and Operating Expenses. As full compensation for performance of this Agreement, during each Annual Period the Authority shall pay Contractor: (i) the Management Fee for such Annual Period pursuant to paragraph (B); and (ii) reimbursement of the Operating Expenses incurred by Contractor during such Annual Period, subject to Paragraph (D). In no event shall Contractor be entitled to any fees, costs, expenses or other compensation.

B. Management Fee. The Management Fee for each Annual Period shall be payable to Contractor in 12 equal monthly installments and shall be a percentage of the Authority approved Budget for each Annual Period ("Management Fee Percentage") as follows:

<u>Year</u>	<u>Percentage of Budget</u>
1	.0065%
2	.0075%
3	.0085%
4	.0095%
5	.0095%

The Management Fee for any partial Annual Period shall be prorated on the basis of a 360 day year. The monthly installment of the Management Fee payable for any partial calendar month shall be prorated on the basis of a 30 day month. In addition to any adjustment permitted by Section 2, Contractor may request an adjustment to the Management Fee by written submission to the Authority providing justification for the adjustment 30 days prior to the beginning of each Annual Period. The Authority may approve or deny the request for a Management Fee adjustment at its sole and absolute discretion.

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

D. Operating Expenses.

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

ii. Payment. The Executive Director shall approve or disapprove the Operating Expenses itemized in each monthly invoice. The approved amount shall be paid within 30 days following receipt of the invoice. If there is a good faith dispute between the parties regarding any item of Operating Expenses included in a monthly invoice, the Authority

shall pay the undisputed portion and the disputed portion shall be subject to resolution pursuant to Section 21(D). In no event shall Contractor delay or stop performance of the Services.

iii. Budget. Contractor shall be entitled to reimbursement of Operating Expenses for each Annual Period only to the extent the same (i) are incurred by Contractor performing the Services during such Annual Period; (ii) are approved by the Executive Director; and (iii) do not exceed the maximum amount of the Operating Expenses in the Budget for such Annual Period. The Budget for the first Annual Period shall be as set forth in Exhibit C. One hundred fifty days prior to the start of each subsequent Annual Period, Contractor shall submit to the Authority a proposed Budget for review and approval. At any time the Authority may amend the Budget for an Annual Period if it determines that there have been changes in the Services or in the circumstances under which they are performed by Contractor. At any time Contractor may submit a proposed modification of the Budget for an Annual Period. In no event shall the Authority be obligated to approve either a proposed modification of the Budget for an Annual Period or approve a new Budget for an Annual Period, including for reasons due to Contractor's execution of a new or re-negotiated union agreement that increases Contractor's labor costs. If any Annual Period is a partial Annual Period, the maximum amount of Operating Expenses set forth in the Budget for such Annual Period shall be prorated on the basis of a 360 day year.

E. Car Wash Revenue Sharing. On or before the 10th day of each calendar month, Contractor shall deliver to the Authority 90% of the revenue generated by Contractor during the immediately preceding calendar month from any teaming arrangement with the Authority's on-Airport car wash vendor.

F. Liquidated Damages. In addition to other available rights and remedies, the Authority may assess Contractor liquidated damages in accordance with Exhibit H. The parties agree that such amounts represents fair and reasonable estimates of the costs the Authority will incur by reason of such violations. At the Authority's option, a liquidated damages assessment shall be deducted from amounts owed to Contractor by the Authority or shall be remitted to the Authority by Contractor.

G. Retention. In addition to other available rights and remedies, the Authority may withhold up to 10% of the Management Fee owed in any monthly installment as a penalty for nonperformance of any provision of this Agreement. In such event, the Executive Director shall provide Contractor written notice of the area(s) of nonperformance and a reasonable opportunity to cure. The withheld portion of the Management Fee shall be paid promptly upon Contractor's cure of the identified area(s) of nonperformance.

H. Records. Contractor shall maintain its records relating to this Agreement for five years following expiration or termination of this Agreement. Such records shall be subject to inspection and audit by authorized representatives of the Authority. If an audit shows that any amounts paid by the Authority to Contractor were in excess of the amounts to which Contractor is entitled, then, in addition to other remedies of the Authority, Contractor shall pay the Authority such excess immediately upon the Authority's written demand. Alternatively, the Authority may deduct such excess from any future payments of the Management Fee or the Operating Expenses. If an audit shows that any amounts paid by the Authority to Contractor

were equal to or in excess of 2% of the amount to which Contractor is entitled, then, in addition to other remedies of the Authority, Contractor shall pay to the Authority the costs of the audit.

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

J. Refund Reimbursements. Contractor shall reimburse the Authority for any parking fees that the Authority must refund to its passengers due to negligence on the part of Contractor.

6. Personnel.

A. Contractor Representative. Morgan Leslie shall serve as the "Contractor Representative" with respect to this Agreement and shall be primarily responsible for administering the Services. All approvals, representations and commitments made by the Contractor Representative shall be binding upon Contractor. Contractor shall not, at any time during the first two Annual Periods, reassign the Contractor Representative from the Airport. Any change in the Contractor Representative shall require the prior written approval of the Executive Director.

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

C. Minimum Staffing. During peak traffic periods, Contractor shall utilize at least the minimum staffing identified in Exhibit B.

D. Authority Disapproval. If the Executive Director disapproves of any Contractor employee (including the Contractor Representative), the Executive Director shall notify Contractor in writing of the name of the Contractor employee and the reason for such disapproval. If Contractor does not cause the reason for disapproval of the Contractor employee to be cured to the reasonable satisfaction of the Executive Director within 10 days following the notification, then Contractor immediately shall reassign such employee from performance of this Agreement and shall replace such employee with a qualified substitute. The Authority shall have the right, but not the obligation, to interview any substitute Contractor Representative proposed by Contractor before the substitute Contractor Representative begins working at the Airport. This paragraph shall not constitute, or be construed to constitute, any right to terminate or

otherwise interfere with any employment relationship between Contractor and Contractor personnel.

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

F. Duty to Inform. Contractor shall inform all its employees assigned to work at the Airport and all bargaining units representing such employees, that Contractor is their sole employer.

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

8. Operations.

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

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

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

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

E. Lost and Found. All articles that are found by Contractor ,or that are found by patrons and given to Contractor, shall be turned over to the Airport Police as lost and found items. Contractor shall have no right to reclaim such articles.

9. Ownership of Parking Documents. The Parking Documents shall be the property of the Authority and shall be delivered to the Authority on request, but in no event later than expiration or termination of this Agreement. The Executive Director may inspect or copy the Parking Documents at any time, and Contractor shall make the Parking Documents available for such purposes.

10. Airport Rules and Regulations. Contractor shall comply with the Airport Rules and Regulations. Contractor acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com), and Contractor may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Contractor or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

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

12. Performance Bond. Contractor shall maintain a performance bond in the continuing penal sum of \$750,000 naming the Authority as obligee. The performance bond shall guarantee Contractor's full and faithful performance of the Services. Coverage of the performance bond shall include the Authority's damages (measured by the Authority's loss of parking revenue, cost of maintaining the parking and shuttle operation in Contractor's absence, cost of disruption of business, cost related to advertising and securing a successor for Contractor, and ancillary expenses such as legal fees) resulting from Contractor ceasing to perform the Services prior to expiration or termination of this Agreement.

13. Indemnity.

A. Requirement. Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement. Without limiting the generality of the preceding sentence, Contractor shall defend, indemnify and hold harmless the Indemnitees from and against Liabilities arising out of, resulting from or relating to the following: (i) the performance of the Services; (ii) the employment by or on behalf of Contractor of any Contractor employee to perform the Services; or (iii) the reassignment, replacement, or removal of any Contractor employee from the performance of the Services.

B. Scope. Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

C. Indemnatee Rights. Each Indemnatee shall have the following rights with respect to any Liabilities of the Indemnatee: (i) to approve of any legal counsel engaged by Contractor to

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

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

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

F. Survival. Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

14. Insurance. Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor and its authorized subcontractors shall maintain policies of insurance as specified in Exhibit F.

15. Default.

A. Contractor Default. The following shall events constitute a default by Contractor:

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

reorganization or arrangement with creditors; or (viii) the entry of any order, judgment or decree by a court of competent jurisdiction approving a petition seeking appointment of a receiver, trustee or liquidator of all or a substantial part of Contractor's assets.

ii. Material Breach. The occurrence of any of the following, each of which shall be a material breach of this Agreement: (i) breach or nonperformance of any provision of this Agreement by Contractor and failure cure such violation within 10 days of notice; (ii) abandonment of this Agreement; or (iii) initiation of proceedings to dissolve Contractor.

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

16. Toxic Materials.

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

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

17. Security. Contractor shall comply with the Airport's security requirements for identification badges as specified in Exhibit G.

18. Labor Code Requirements. Contractor acknowledges that it is an incumbent public transit services provider for purposes of Labor Code Section 1070 et seq. Contractor shall perform all duties imposed on it by such statutes.

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

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

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Tom Janowitz & Sonia Perez
E-mail: TJANOWITZ@bur.org
SPEREZ@bur.org

Contractor
Ace Parking
645 Ash Street
San Diego, CA 92101
Attn: Morgan Leslie & Steve Burton
E-mail: mleslie@aceparking.com
sburton@aceparking.com

21. Miscellaneous.

A. Rules of Construction. As the context may require, the singular tense includes the plural tense and vice versa; "shall" is mandatory and "may" is permissive; "include," "includes," and "including" are illustrative and nonexhaustive; and "at any time" means at any time and from time to time

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

C. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. A prohibited assignment includes any transfer, sale or change in the ownership of more than 20% of the total stock or partnership interests or limited liability company interests or other equity or voting rights or interests of Contractor or any other change in the management of Contractor. This paragraph is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this paragraph shall be void.

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

E. Exhibits. Exhibits A through I are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and

the provisions of Exhibits A through H, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit I, the provisions of Exhibit I shall prevail.

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

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

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

Ace Parking III, LC

By: 

Print Name: Keith Jones

Title: Owner

By: 

Print Name: Steve Burton

Title: President

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one Contractor.]

Burbank-Glendale-Pasadena Airport Authority

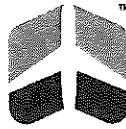
President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Services

(attached)



**Hollywood Burbank
Airport**

**SELF-PARK MANAGEMENT, VALET PARKING, AND COURTESY SHUTTLE SERVICES
HOLLYWOOD BURBANK AIRPORT
PROJECT NO. ADM23-02**

**EXHIBIT A
SCOPE OF SERVICES AND PROJECT DESCRIPTION**

The Authority seeks to contract with an experienced and highly qualified parking services firm who will have primary responsibility for the overall management of the Airport's Self-Park Management, Valet Management, and Courtesy Shuttle Services. The Authority's Ground Access Department will oversee the contract compliance for each of the services provided. It is critical that the Respondent understand that the Authority expects high level of customer service in all phases of the services listed below. The services listed are those currently provided at the Airport, and will be subject to change over the contract period.

The selected Proposer must perform the services in strict conformity with the best management practices and highest standards applicable to the self-park, valet parking, and courtesy shuttle services management industry as outlined by the International Parking and Mobility Institute, National Parking Association and the California Mobility and Parking Association.

The Authority owns all of the parking facilities, revenue control and inventory equipment, office equipment, and other various equipment that the Proposer shall operate and maintain. The Authority contracts with SKIDATA and CVPS for Parking and Revenue Control System (PARCS) service agreements. These facilities are highlighted below. In addition, the attachments to the RFP include information on parking volume and activity, current staffing, annual revenue, parking data by lot, parking facilities locations, and sample tickets.

GENERAL INFORMATION

1. Self-Park Facilities

- a. Short-Term Parking – a four level parking structure is located adjacent to the Airport Terminal and encompasses a total of 438 parking spaces. The short-term parking structure has two entrance lanes, three exit lanes equipped with cashier booths and express lanes.
- b. Lot E - located to the east of the parking structure and has 193 spaces. The lot is open from is open 24 hours per day. Lot E is a fully automated parking lot, nested with the short-term parking structure. Lot E shares the two entrance lanes with the short-term structure, has one transfer lane and one express pay exit lane.
- c. Remote Lot A – located less than ¼ mile north of the Airport Terminal entrance on Hollywood Way. This lot includes a total of 1,592 parking spaces. The lot has two entrance lanes and three exit lanes, two cashier booth exits, and two express pay exit lanes with 9 bus stops. This lot is open 24 hours per day.

- d. Remote Lot B – is located less than ¼ mile north of the Airport Terminal entrance on Hollywood Way. This lot includes 638 parking spaces and four bus stops. Lot B has one entrance lane and one express lane exit. This lot is currently closed to the public and is expected to be used as the future Employee Lot in early 2024.
- e. Remote Lot C – located less than 1/8 mile east of the Airport Terminal on Thornton Avenue. This lot includes 518 spaces and five bus stops. Lot C has one entrance lane with one cashier booth and one express lane exit. This lot is open 24 hours per day.
- f. Lot G – located on the airport property directly behind Lot E. This lot contains 550 spaces (253 of which are covered) and has one express exit lane.
- g. Tenant Employee Lot – located to the west and connected to Lot A. There are 567 employee parking spaces and 6 bus stops in this lot. Access to this lot is automated. Employees enter Lot A, then transition into the Tenant Employee Lot by utilizing an AVI system. The employee monthly parking database is managed by the parking operator.
- h. Lot D and Lot F - Lots D and F are in the conceptual planning stages. These self-park lots will be located immediately north of the airport's Rental Car Facility on the west side of Ave B. No shuttle service is expected to be required for these lots. These lots will have approximately 500 parking spaces each, with access to the Terminal provided via a pedestrian pathway and the Elevated Walkway.
- i. Self-Park Revenue Control System – all self-park lots are equipped with a SKIDATA parking revenue control system (PARCS) and exit lane counters. A total of five pay-on-foot kiosks are located in: Terminal A, Terminal B baggage claim, the parking structure, lot E and the main terminal shuttle island. The kiosks are available for customers to pay for parking prior to arrival at the parking lot exits.
- j. The Authority will provide the selected Proposer administrative office space within the Authority administrative offices located on the second floor of the Airport Terminal and an employee break room on the first floor.

2. Valet Parking Facilities

- a. The valet parking facilities adjacent to the Airport Terminal include seven drop-off lanes (which can accommodate approximately 100 cars), 4 pick-up lanes (which can accommodate approximately 30 cars), a surface parking lot with storage capacity for 1,000 spaces (approximately 200 covered), a parking structure that has 1,043 spaces, a cashier building with three cashier positions using Computerized Valet Parking System (CVPS) revenue control systems and four lanes for vehicle pick-up. Within this parking lot is a valet building that includes space for valet parking administrative offices, break room, and a key room. Inventory and fee control systems are managed using CVPS.
- b. Valet Parking Revenue Control System – The Valet Facility is equipped with CVPS PARCS. There are five pay-on-foot kiosks: two located in Terminal A, one outside Terminal B baggage claim, one inside the parking structure, and one outside the valet building, which are provided for customers to pay valet fees prior to their arrival at the valet center. There is also an automated valet request number and website that allows customers to call/text to have their vehicle staged in the pick-up area prior to their arrival at the valet center.
- c. Car Wash Service – All valet customers are presented with an option to have their vehicles washed and detailed prior to their return for an additional charge.
- d. Complimentary Electric Vehicle (EV) charging is offered to valet customers upon request. Six (6) Level 2 chargers are located on the ground floor of the valet structure and must be managed by operator.

- e. The current self-park management and valet management operator utilizes two (2) passenger van in addition to two golf carts for supervisor, valet runner, and passenger transportation.

3. Selected Proposer Requirements

The selected Proposer must submit the following for each of the services contained in this RFP:

- a. Staffing plan, including use of part-time and full-time employees;
- b. Comprehensive itemized budget;
- c. Daily revenue reconciliation and audit reports in electronic format;
- d. Operating manuals;
- e. Training programs for all employee classifications;
- f. Risk management plan;
- g. Maintenance of performance logs and statistics of all the applicable performance variables, and
- h. Customer experience program.

3.1 Before hiring a general manager, the selected Proposer shall provide reasonable written evidence to the Authority's Executive Director that its proposed general manager meets the requirements and qualifications contained in this RFP, and the Authority shall have the right to interview such manager in order to confirm that the general manager meets these minimum requirements and qualifications. The Proposer must inform the Authority, in writing, of proposed changes to management staff and must obtain Authority approval prior to any changes in management personnel.

3.2 The selected Proposer shall maintain in effect at all times during the term of the Agreement all licenses, permits and approvals required by all applicable laws and governmental authorities and agencies for the performance of the services under the Agreement. The selected Proposer shall furnish to the Authority copies of all such licenses, permits and approvals and any and all renewals thereof. The selected Proposer shall comply with all applicable laws and governmental orders in the performance of the services pursuant to the Agreement.

3.3 The selected Proposer shall maintain in effect at all times during the term of the Agreement all of the insurance requirements together with the minimum liability and deductible amounts required by the Authority, and name the Authority, its employees and agents as additionally insured in all liability policies.

3.4 The selected Proposer will be required to adopt, maintain and comply with a policy of Non-Discrimination, Affirmative Action and Equal Opportunity. In addition, the selected Proposer must have policies concerning anti-harassment, discrimination, theft and vandalism as set forth in the Agreement, which must be clearly defined and endorsed by company officials.

3.5 The selected Proposer shall require its employees and independent contractors to wear Uniforms and Safety Gear, approved by the Authority, at all times while performing the services; including providing inclement weather gear and any safety gear that is required for traffic conditions and/or night time operations. Management personnel may wear normal business attire in lieu of the service uniforms.

3.6 The selected Proposer must submit a Business Tax Certificate exhibiting the legal name of its business and present evidence of, during the course of the Agreement, all

City, County, State and Federal permits, licenses, certificates etc. required to conduct the services and show evidence that all related fees, taxes, assessments or other costs are current and that copies of renewals will be given to the Authority.

3.7 The selected Proposer shall ensure that all employees or subcontractors that drive vehicles are properly licensed to do so.

3.8 The selected Proposer shall reimburse the Authority for any parking fees that the Authority must reimburse its passengers due to negligence on the part of the selected Proposer or its employees.

3.9 The selected Proposer shall provide all of the supplies necessary to run the self-park, valet, and courtesy shuttle operations with the exception of internet connection.

SCOPE OF SERVICES

Self-Park Management Services

The Operator's general responsibilities include the following:

1. Operate and manage the Self-Park Services, including the Parking Structure, and in-service parking facilities (according to the Airport Parking Facilities Configuration and Development Plan) that meet the Airport standard of an average ½ minute check out time and maximum exit queue length of three vehicles.
2. Provide cashier services, collection, deposit and daily reconciliation of Airport parking fees and revenues.
3. Audit all cashing, revenue and operational activity.
4. Operate a pre-book reservations system in consultation with the Authority.
5. Prepare daily, monthly and other operating and financial reports in electronic format or as more frequently as requested by Authority.
6. Operate and maintain the Authority's SKIDATA revenue control system and other Authority-owned equipment.
7. Manage and operate a monthly Employee Parking management and invoice system for airport tenant parkers.
8. Purchase and store parking ticket stock and other consumables such as bulbs, fuse bolts, equipment specific cleaning supplies, etc.
9. Perform daily vehicle inventory and periodic checks.
10. Perform basic cleaning and level 1 maintenance on PARCS equipment
11. Provide other custodial and maintenance tasks required by the Authority.
12. Perform other customer service tasks required by the Authority.
13. Cash Management must always meet Authority requirements. Daily Reports are accurate and produced within the Authority timeframe.
14. Overages and shortages are within an acceptable range.
15. Daily Cashier and Shift Reports are accurate.
16. Deposits, ticket processing and credit card processing is made according to Authority protocol.
17. Employee monthly parking is processed within the appropriate guidelines.

18. Processing and follow up on chargebacks, sneak outs, returned checks, and promissory notes are done weekly.
19. Billing is accurate.
20. Monthly invoice and revenue report is submitted by the contractual date.
21. Detailed explanation of any variance is submitted with reporting.
22. Audits are performed monthly.
23. Deposits are made as per instructions by Authority.
24. All missing tickets are reported daily, researched, and resolved.

Parking Pre-Booking Reservations / E-Commerce

1. E-commerce Pre-Booking. Respondent shall provide the Authority with an e-commerce pre-booking application for all of its parking products. Decisions about which parking products will utilize pre-booking will be made by the Authority after consultation with the Respondent. All setting of pre-booking rates, whether it be static or dynamic, will be done in consultation with the Authority and will be consistent with minimum and maximum rates set by the Authority. Respondent will work with the Authority to use the existing, or create a new, booking widget for the BUR website. The widget shall be on the home page with the parking guide for the BUR website.
2. Pricing Review. At the Authority's discretion, the Respondent will assist in with periodic reviews of BUR parking rates and together recommend rates adjustments that the Authority, at its discretion, may implement.
3. Rate Flexibility and Changes. At the Authority's discretion, Respondent will assist with providing recommendations to vary parking rates (e.g., by time of day or for special events/holiday periods) for parking products, depending on demand. These rates will apply to roll-up and on-line reservations (if used).
4. Distribution Network. Respondent, at the discretion of the Authority, shall develop a distribution network to sell BUR parking inventory. Any terms agreed to with third-party distributors will be authorized solely by the Authority. The Authority shall have the right to cease using any third-party distributor consistent with the terms of the agreement.
5. Advertising. The Respondent will work with the Authority to develop and implement an advertising strategy including online and social media for Parking Products. Any on-airport advertising must be approved by the Authority. The Authority shall have the right to require the Respondent to cease any advertising strategy. The Respondent, subject to the approval of the Authority, may install and place freestanding signage throughout the Airport terminals that advertises the Parking Services.
6. Coordination. As necessary, the Respondent shall coordinate efforts with Skidata, Inc. for self-parking and the Authority's computer-based inventory and fee control system (CVPS) for Valet, in order to ensure a seamless integration of systems that does not negatively impact Airport customers.

Valet Parking Services

The Operator's general responsibilities include the following:

1. Customer vehicle drop-off (to be accomplished within five (5) minutes of the customer entering the valet entry lane):
Meet and assist the customer, obtain necessary information related to the customer, the vehicle and the customer's return schedule.
2. Perform a vehicle pre-existing damage inspection, odometer reading, gas or energy/charge level check, and obtain customer sign-off.
3. Assign a valet ticket to the customer's vehicle and keys.
4. Take possession of and responsibility for control of the vehicle and vehicle keys.
5. Initial vehicle repositioning.
6. Periodic repositioning.
7. Customer pick-up:
Customers entering the queue to pay for valet parking should wait no more than ten (5) minutes at peak time.
8. Retrieve customer vehicle and reposition it in the vehicle pick-up area. Customer wait time should not exceed five (5) minutes during peak times to ten (10) minutes during non-peak times. Verify correct customer has paid parking fee prior to releasing the keys and vehicle.
9. Provide valet cashiers and assume revenue control for valet parking operations using the Authority's CVPS PARCS. The cashier stations include cash registers and video camera surveillance. Other duties include operation of the computer-based inventory and fee control system (CVPS).
10. Manage electric vehicle charging stations and circulate vehicles into and out of stations.

The Valet Parking operation is open 24 hours per day, seven days per week. All staff shall be proficient in both written and spoken English.

Courtesy Shuttle Services

The Operator shall maintain in effect at all times during the term of the contract, all licenses, permits and approvals required by all applicable laws, and shall furnish to the Authority copies of all such licenses, permits and approvals and any and all renewals thereof. The Operator shall comply with all applicable laws and governmental orders in the performance of the services pursuant to the Agreement.

The Operator's general responsibilities include the following:

1. Operation and management of the courtesy shuttle services in a manner that meets the Airport standard customer/employee waiting time of not more than 15 minutes. This service standard must be satisfied from two hours prior to the first airline arrival or departure to two hours after the last airline arrival or departure of the day. Though fluctuating, typically this period is from 4:00 A.M. to 12:30 A.M. Transportation of Airport passengers to and from the Airport remote parking lots and the Airport Terminal.

2. Transportation of Airport employees (including airline, Transportation Security Administration ("TSA"), and Airport tenant employees) to and from the Tenant Employee lot to the Airport Terminal and other Airport locations.
3. Turnkey operation and maintenance of buses, including fueling and charging off-premises (the Authority does not currently have, nor does it plan to install, charging stations and other needed infrastructure before the construction of a replacement passenger terminal, currently targeted for commissioning in 2026).
4. Daily bus safety, cleanliness, and servicing inspections.
5. Compliance with applicable laws.
6. Driver training, including training and certification necessary to allow drivers to obtain a California Class B driver's license if applicable.
7. The current shuttle fleet is eight (8) buses, but this number may change as passenger travel fluctuates due to airport passenger forecasts and needs arising from the airport parking development plan.
8. The Operator will operate separate service routes for each parking lot (the specific locations will change during the Airport development program).
9. On demand passenger transportation service between the Airport Terminal and the Burbank Airport North Metrolink Train Station (Metrolink Antelope Valley Line) and Burbank Airport South Train Station (Amtrak and Metrolink Ventura County Line) from 5:00am to 10:00pm daily.
10. Unscheduled airfield tours.
11. As needed at the request of the Authority (the Authority may designate temporary and/or new parking lots which may require shuttle service).
12. Use on the airfield as emergency transportation for passengers evacuated from an aircraft.

Current Self-Park Facilities Serviced by Shuttles and Access System

Remote Lot A – located less than ¼ mile north of the Airport Terminal entrance on Hollywood Way. This lot includes a total of 1,592 parking spaces. The lot has two customer entrance lanes, one shuttle entrance lane, two cashier booth exits, two express pay exit lanes, and 9 bus stops. This lot is open 24 hours per day. This lot will close to the public in first quarter of 2024.

Remote Lot B – also located less than ¼ mile north of the Airport Terminal entrance on Hollywood Way. This lot includes 638 parking spaces and four bus stops. This lot is currently closed to the public and is planned to be the Employee Parking Lot in first quarter of 2024.

Remote Lot C – located less than 1/8 mile east of the Airport Terminal on Thornton Avenue. This lot includes 518 spaces and five bus stops. Lot C has one customer entrance lane, two customer express exit lanes, and one cashier booth exit. This lot is open 24 hours per day.

Tenant Employee Lot – located to the west of, and nested within Remote Lot A. There are 567 employee parking spaces and five bus stops in this lot. Access to this lot is automated. Employees enter Lot A then transition into the Tenant Employee Lot by utilizing an AVI system. This lot is open 24 hours per day.

Access Control System – all self-park lot shuttle entrances and exits are equipped with access control proximity readers. All shuttles must be equipped with a proximity card in order to activate the entrance and exit gate arms. The proximity cards will be provided by the Authority as needed.

Courtesy Shuttle Services and Uses

1. Optional Services and Uses: Subject to the prior written approval of Authority, Operator may be granted the option to provide additional services and uses which are ancillary to and compatible with the required Courtesy Shuttle Service operation herein. Fees for such services are not included in the lump sum price.

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

3. Operational Requirements: Operator shall operate the Courtesy Shuttle Service in a competent, efficient and professional manner in accordance with the terms of this Agreement, and at least comparable to other well managed operations of similar type. Operator shall conduct its operations in an orderly and proper manner so as not to annoy, disturb, or be offensive to customers, employees, patrons, or tenants of the Airport. There will be no charge by Operator to the traveling public for this service.

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

1. Operations: Hours of Operation: Operator shall operate the Courtesy Shuttle Service during Airport operating hours 7 days per week, 365 days a year.

2. Operator will minimize idling at shuttle stops and limit passenger wait times at each shuttle stop to no more than 15 minutes.
3. Shuttle shall not idle longer than two minutes at any one location, except while in the process of picking up or dropping off passengers or while obeying the California Vehicle Code.
4. Delayed Flights: Operator is responsible for determining if any flights have been delayed or diverted. If any flight has been diverted and airlines are bringing passengers to the Airport Operator shall make necessary adjustments to the Staff schedule and keep an appropriate number of drivers and shuttle in service to accommodate the irregular activity.
5. Upon 24-hour notice, Operator shall provide shuttle service as requested by the Authority for special tours, job inspections, and special events.
6. Courtesy Shuttle Schedule: Operator shall operate the Courtesy Shuttle Service in accordance with the initial hours of operation approved by Authority as shown on Courtesy Shuttle Schedule attached hereto and made a part hereof, shall monitor schedule to assure adherence by drivers, and operate and manage the services and facilities offered in accordance with such approved schedule and procedures.
7. Control of Shuttles: Any shuttle taken out of service by Operator shall be reported to Authority and the approximate time in which full service will be restored. If for any reason, any shuttle becomes inoperable, Operator shall replace the inoperable shuttle within two hours with an equivalent substitute shuttle.
8. Hand Held Radio: Operator shall provide Airport Operations staff with a minimum of two (2) hand-held radios to facilitate communications with shuttles/supervisor(s) when requested.
9. Shuttle Route: Operator shall provide a courtesy shuttle service between the Terminal and Airport's tenant/employee lot, remote parking facilities, and Train Stations. Operator shall utilize routes shown on Locations Map – Courtesy Shuttle Service and MAP On-Demand Transportation Services, subject to change, attached hereto and made a part hereof or as otherwise designated by Authority. Operator's shuttles shall utilize the designated shuttle stops in the remote parking facilities and the designated pick up/drop off areas at the curb on the Terminal roadway. Deviation from the routes is not permitted without approval from Authority.
10. Operation Manual: Operator shall maintain a current operation manual specifying the operating procedures to be followed by Operator for the Courtesy Shuttle Service. Operator shall provide an operation manual to Authority for approval within 21 days after award of Contract. Upon Authority's approval, two copies of the operation manual will be provided to Authority. Any subsequent changes or revisions to the operation manual shall be approved in writing by Authority prior to implementation.

Such operation manual and the operating procedures contained therein are hereby incorporated into and included as part of this Agreement. Operator agrees to operate the Courtesy Shuttle Service in compliance with the provisions of the operation manual.

Manual should be as specific and detailed as possible in describing Operator's operation of the Courtesy Shuttle Service. The following is an outline of the minimum requirements for inclusion in the Operation Manual:

- a. Introduction and Purpose
- b. Contact Information
 - i. Company Management
 - ii. On-site Manager
 - iii. Shift Supervisors

- c. Customer Relations
 - i. Emergency Management
 - ii. Resolving customer complaints
 - iii. Handling of shuttle incidents / claims
- d. Maintenance Procedures
 - i. Facilities
 - ii. Shuttle
- e. Personnel
 - i. Dress and conduct codes
 - ii. Policy for absences and providing replacement personnel
 - iii. Time card procedures
- f. Invoice and Audit Procedures

Include sample reporting forms such as billing reports, daily passenger counts, drivers' logs, etc.

4. Administrative Requirements:

1. Reports: Operator shall provide a shuttle report to Authority prior to commencement of operations enumerating all shuttles to be used under this Agreement. The report shall include the following information regarding each shuttle: year, make, model, license plate number, identification number, Vehicle Identification Number (VIN), and fuel type. Operator shall revise and submit an updated report to Authority whenever shuttles are added or removed from serving this Agreement. In addition, Operator shall provide the following reports on a monthly basis and in a format acceptable to Authority:
2. Passenger Statistics: At the Authority's discretion, Operator shall submit to Authority a report which includes passenger statistics, based upon pick up points, in an Excel format, of passengers transported in the shuttles during the prior month.
3. Passenger Complaint and Resolution: On or before the 15th day following the month ended, Operator shall submit a monthly report to Authority summarizing service complaints, property damage complaints or any other complaints received during the preceding month as well as the resolution, if known, of such matters. These reports may be requested by the Authority at their discretion. Failure to provide accurate and complete reports in a format acceptable to Authority within the time frame required may result in deduction from fee payments, as specified in the Liquidated Damages Schedule attached hereto.
4. Employee Parking: Operator's employees or Operator will be required to pay the then monthly applicable employee parking fees which is subject to change, and park their personal vehicles in the employee parking lot or as designated by Authority.
5. Levying Charges Prohibited: Under no circumstances will Operator, its drivers or employees levy charges of any kind to passengers using the Courtesy Shuttle Service; however, Operator's employees may accept gratuities as long as they are unsolicited. Tip containers, similar devices or leaving money within view to collect or encourage gratuities is expressly prohibited.
6. Resolution of Complaints: Operator shall be required to resolve all written and oral complaints received from the public or Authority to the satisfaction of Authority. Operator shall take all necessary steps to address such complaints and shall respond in writing to

Authority or person filing the complaint. Operator's response shall include any actions taken by Operator to resolve the complaint.

7. Records: It shall be Operator's responsibility to maintain adequate records and complete Authority forms to support fees paid under this section. Operator represents and agrees that failure by Operator to maintain records in compliance with this Agreement precludes Operator from maintaining any request or claim for compensation from or against Authority for any time periods for which such records were not kept, and constitutes a waiver by Operator of any such claim(s) against Authority for such time period(s).

8. Monitoring Systems: Each permanent shuttle must be equipped with a Global Positioning System (GPS) or similar device to allow automated tracking by Authority. Operator is solely responsible for any and all costs of installation, maintenance, and operation of the monitoring system.

a. GPS: The GPS system shall be a web-based application designed specifically for electronic fleet management and approved by Authority. The system must be capable of recording and reporting the following at all times without exception:

- i. Real time shuttle status including driver, speed, and mileage.
- ii. In/out of lot times / Identify shuttle dispatch times
- iii. Arrival/departure time on route
- iv. Shuttle location on area map
- v. Hours in service route time
- vi. Shuttle out of service times
- vii. Staging/dwell time at shuttle stops
- viii. Passenger wait times between shuttles at the Terminal and shuttle stops
- ix. Shuttle off-route alerts (gas, maintenance and/or washing)

System shall transmit data wirelessly from shuttles to a central database. Authority shall have unrestricted and direct access to the GPS system from the Terminal Administration offices.

Failure to maintain an operating monitoring system may result in a deduction from payment.

9. Wireless Phones: Operator shall insure wireless phones are in the possession of the On-Site Manager and Shift Supervisor(s). These wireless phone numbers shall be provided to the AUTHORITY. Phone calls made by the AUTHORITY to wireless phones shall be answered promptly.

5. Personnel

Operator shall be responsible for providing trained drivers and overall management staff including on-site supervision as needed, in accordance with the terms of this Agreement, for operation of the Courtesy Shuttle Service.

1. Operator's Assistant Manager: The responsibilities of the Assistant Manager will be to direct Operator's efforts in fulfilling the obligations under this Agreement.

Operator's Assistant Manager shall be available 7 days a week/24 hours a day via a wireless phone and must respond within 30 minutes. The Authority may terminate this Agreement for failure to respond within the allotted time more than three times per contract year.

2. Shift Supervisor: Operator shall at all times maintain qualified and experienced personnel to manage and oversee Operator's courtesy shuttle service and provide a high standard of service to the passengers utilizing its service. A Shift Supervisor shall be onsite seven days per week during shuttle service operating hours. The responsibilities of the Shift Supervisor shall include, but not be limited to, managing time shuttle intervals and spacing, training employees, communicating instructions, counseling personnel, reviewing driver activity reports, preparing accurate passenger statistical reports, ensuring that service is operated in an efficient, safe, courteous and orderly manner at all times, resolving passenger complaints, ensuring the cleanliness of shuttles, notifying Operator's maintenance shop of shuttle break downs, arranging for shuttle driver replacements.

Shift Supervisor will be available via wireless phone at all times during their schedule.

Shift Supervisor shall not provide breaks of any kind and shall be available for providing temporary backup when required to maintain passenger wait times.

Shift Supervisor may not co-manage or otherwise serve in any other capacity under any other agreement at the Airport, or otherwise fulfill any position of any shift either specified or not specified in the authorized shuttle schedule.

Operator shall designate in writing to Authority prior to commencement of this contract the names of the Shift Supervisors.

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

4. Dress Code: Operator shall require its employees to be properly dressed at all times. Operator shall require all employees working in view of the public, except management employees, to wear clean and neat uniforms of a design approved by Authority. Acceptable uniform standards are a short-sleeved button down shirt or polo, full-length dark pants, dark shoes, lightweight jacket or sweater vest, and company-issued photo identification badge with Operator's company and driver's name clearly visible. Uniforms shall be worn at all times employees are on duty. When on duty, drivers shall at all times wear photographic identification badges and name plates with company and driver's name clearly visible and of a design approved by the Authority.

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

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

7. While at the Airport, Operator's employees shall comply with the standards of demeanor adopted from time to time by Authority, including without limitation, no smoking of any product (tobacco, e-cigs, marijuana/illegal drugs/alcohol/prescribed drugs) or consumption of food or beverages while in view of the public or in a shuttle other than that which is owned by the employee, and no personal visitors. Employees shall handle shuttles in a manner that is safe and prudent at all times and shall not use in any manner any cell phones or mobile communication devices while operating a courtesy shuttle.

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

7. Driver Hiring and Training: Operator shall have a driver hiring and training plan in place for the Courtesy Shuttle Service. As part of the hiring process, Operator will conduct fingerprinting, background checks and drug and alcohol testing on each candidate. Operator will participate in the DMV Pull Notice program, and conduct drug and alcohol testing of all drivers twice each year. Any and all expenses related to providing drug and alcohol testing as required by this section shall be borne solely by Operator.

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

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

10. Vehicle Incident: Through the Operator, individuals shall be tested for drugs and alcohol after a shuttle incident involving the driver. An incident shall be defined as the

collision with another vehicle, pedestrian, building, stationary or moving object, regardless of the amount of damage. All expenses related to providing drug and alcohol testing as required by this section shall be borne solely by the Operator. Failure of any Operator's staff to pass the required drug test at the time of the vehicle incident shall be immediately removed from this Agreement and Operator shall be assessed a fee reduction (see Schedule of Liquidated Damages attached hereto) per incident.

11. Staffing Plan: Authority reserves the right to approve and/or amend any staffing plan implemented by Operator to comply with the terms and conditions of this Agreement.

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

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

6. Shuttles

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

i. Alternative-fueled shuttles, not older than nine (9) years during the first 18 months and 50% Electric shuttles not older than three (3) years after the first 18 months will need to be utilized for this Agreement. Shuttles with gross vehicle weight between 6,000 and 14,000 pounds shall also be California Air Resources Board (CARB) certified Ultra-Low-Emission Vehicle (ULEV), Super-Ultra-Low Emissions Vehicle (SULEV), or Zero-Emission Vehicle (ZEV).

ii. Unless precluded by requirements of SCAQMD Rule 1194 or other state, local or federal fleet requirements, AUTHORITY will allow shuttles not exceeding four years in age to be used for up to nine months, while awaiting delivery on new shuttles. Shuttles which are not alternative-fueled or not CARB certified, are only allowed during the first nine months of operation while waiting for the new shuttles provided they are existing shuttles in Operator's fleet. In no event does this requirement or the 18 month interim period allowed preclude any requirements of the SCAQMD Rule 1194 or any other applicable local, state or federal fleet requirement.

iii. Operator will adhere to the most stringent standard imposed in this Agreement or by the SCAQMD Rule 1194 or any other local, state or federal fleet rule. It shall be the responsibility of Operator to identify and comply with requirements of Rule 1194 or other local, state or federal fleet rule. Any necessary submissions, reviews, reports or approvals for shuttles used under this Agreement shall be the responsibility of Operator.

iv. Operator shall utilize an off-site alternative fuel station.

v. Operator shall provide necessary Electric Vehicles Charging Equipment to support the electric courtesy shuttle vehicles and their operation (i.e. chargers, receptacles, etc.)

vi. Shuttles must be in good operating condition with all components intact. The exterior must be clean and free of significant dents, cracks, scratches, or fading.

The interior shall be clean and have no tears or stains in the upholstery. The use of such shuttles is subject to review and approval by Authority, which approval shall not be unreasonably withheld.

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

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

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

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

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

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

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

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

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

Each day, Operator shall continuously pick up all debris, newspapers and other items left behind, immediately clean any areas in which liquids have been spilled, and several times a day or as needed sweep the shuttle floors, spot mop and clean windows as required. Passengers' personal items shall be handed over to the Authority's Lost and Found office the same day they are found.

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

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

- iii. Repair: Repair and maintenance shall not be performed on Airport premises. Washing of shuttles may be conducted in an Authorized area only, specified by the Authority.
10. Operator Reimbursement: In the event Authority terminates this Agreement for convenience, Authority shall reimburse Operator for approved shuttle purchase expenses incurred during the term of this contract as follows:

$$\text{COMPENSATION} = \left[A \times \frac{B}{60} \right] - C$$

A = Operator's actual purchases costs submitted in accordance with this contract.

B = Number of full months remaining in the initial contract term.

C = Kelly Bluebook price at the time of termination

Operator shall submit to the Authority copies of the invoices within 60 days of shuttle purchases. Operator acknowledges and agrees if Operator fails to submit invoices and supporting documentation in a timely manner, Operator waives its right to compensation for such purchases.

11. Fee Paid To Operator

Authority shall pay all courtesy shuttle fuel costs. Fuel costs shall be billed on a monthly basis, with no mark up. When providing the monthly fuel invoice, invoice must include back- up detailing the amount of fuel dispensed per shuttle.

12. Installation Of Equipment Outside the Operating Area

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

13. SCAQMD Compliance With Fleet Rules

In addition to the requirements imposed by the Authority for alternative-fueled vehicles, it shall be the responsibility of Operator to determine and comply with all applicable requirements of the SCAQMD Rule 1194 and any other applicable local, state or federal

fleet rules or requirements. In the event that a requirement of Rule 1194 or other identified fleet rule or requirement is more stringent than that imposed under this contracting mechanism, then that more stringent requirement shall govern. Operator shall be responsible for any and all necessary submittals, reviews or approvals by the SCAQMD or any other applicable local, state or federal authority.

The Authority has executed a Memorandum of Understanding ("MOU") with the South Coast Air Quality Management District for an Air Quality Improvement Plan. This MOU commits the Authority to converting 50% of its courtesy shuttle fleet to electric power by January 1, 2023. Upon award of Agreement, Proposer to immediately procure 50% electric-powered shuttles and provide Authority estimated delivery date.

14. Currently, courtesy shuttle services serve the Airport Terminal and three remote self-park parking facilities:
 - a. Remote Lot A – located less than ¼ mile north of the Airport Terminal entrance on Hollywood Way. This lot includes a total of 1,592 parking spaces. The lot has two customer entrance lanes, one shuttle entrance lane, two cashier booth exits, two express pay exit lanes, and 10 bus stops. This lot is open 24 hours per day.
 - b. Remote Lot C – located less than 1/8 mile east of the Airport Terminal on Thornton Avenue. This lot includes 517 spaces and five bus stops. Lot C has one customer entrance lane, two customer express exit lanes, and one cashier booth exit. This lot is open 24 hours per day.
 - c. Tenant Employee Lot – located to the west and connected to Lot A. There are 567 employee parking spaces and five bus stops in this lot. Access to this lot is automated. Employees enter Lot A then transition into the Tenant Employee Lot by utilizing an AVI system. This lot is open 24 hours per day.
15. The current fleet consists of eight (8) 2014 Ford E-350 18 passenger, ADA-compliant buses with luggage racks, but this number can change as passenger travel and parking demand fluctuates.
16. The Authority does not currently have, nor does it plan to install, electric vehicle charging stations for the courtesy shuttle operation. The Authority will provide a shuttle bus parking area, located at the current Employee Lot exit adjacent to the FAA Control Tower, where the Proposer may install a mobile office. EV Chargers are to be procured and installed by the Proposer at this location to support the 50% EV shuttle fleet requirement. The Authority will supply electrical infrastructure to the EV Charger locations.

17. Minimum Shuttle Specifications – Permanent Shuttles

Proposer is to submit its courtesy shuttle specifications, interior configuration/layout, and graphic design designating shuttle as being a courtesy shuttle for the intended routes. All shuttles must meet the following requirements:

- a. 50 % of fleet electrically powered.
- b. Maximum length of each shuttle: 30'. Mixed fleet type approved.
- c. Vehicle color, graphics and logo to be approved by the Authority. Bus identification number must be applied on roof top side, front, and back of each bus.
- d. Shuttle configuration shall be perimeter seating, and shall seat a minimum of 18 passengers, plus the driver.
- e. Interior luggage rack.
- f. No more than three (3) years old.
- g. Antilock brake system.
- h. Authority logo and lot destination graphic (i.e. Parking Lot A, C, Employee Lot, Out of Service and any future lots as designated by the Authority) displayed on all four sides of the dedicated shuttles in contrasting lettering. Dynamic digital signage is preferred. Lettering on the sides of the shuttle will be larger than the lettering on the front and back of the shuttle. A lot designation sign shall be also be displayed on the interior of each shuttle.
- i. Shuttles are to be sequentially numbered on the shuttle's exterior and roof. The shuttle number shall be displayed in the shuttle's interior.
- j. Climate control system including air conditioning.
- k. Rubber flooring.
- l. Door lights.
- m. White step nosing.
- n. Public address system with speaker.
- o. Provide two-way handheld radio system for each shuttle; supply a minimum of four handheld radios and chargers to the Authority.
- p. Fuel system shall meet all National Fire Protection Association (NFPA), Department of Transportation (DOT), Federal Motor Vehicle Safety Standards (FMVSS), rules, recommendations and regulations that apply at the time of delivery.
- q. On board GPS, with program reporting software access available to the On-Site Manager and the Authority at all times.
- r. Passenger seating shall be upholstered, kept clean and properly maintained.

18. Minimum Shuttle Specifications – Interim Shuttle

Proposers may choose to utilize interim shuttles for the first 18 months of service. All interim shuttles must meet the following requirements:

- a. Alternative-fueled, such as CNG. Diesel power is not acceptable.
- b. Vehicle color, graphics, and logo to be approved by the Authority. Bus identification number must be applied on roof top side, front, and back of each bus.
- c. ADA compliant with wheelchair ramp or lift.
- d. Maximum length of each shuttle: 30'. Mixed fleet type approved.
- e. Interior luggage rack.
- f. Minimum 18 seats
- g. No more than nine years old.
- h. Antilock brake system.

- i. Authority logo and lot destination graphic (Parking Lot A, C, Employee Lot, Out of Service and any future lots as designated by the Authority) displayed on all four sides of the dedicated shuttles in contrasting lettering. Two dynamic digital lot destination signboards are acceptable. Lettering on the sides of the shuttle will be larger than the lettering on the front and back of the shuttle. A lot designation sign shall also be displayed on the interior of each shuttle. Signage on the backup shuttles shall have the ability to switch between lot routes.
- j. Shuttles are to be sequentially numbered on the shuttle's exterior and roof. The shuttle number shall be displayed in the shuttle's interior.
- k. Climate control system including air conditioning.
- l. Door lights.
- m. Provide two-way handheld radio system for each shuttle; supply a minimum of two handheld radios and chargers to the Authority.
- n. Fuel system shall meet all National Fire Protection Association (NFPA), Department of Transportation (DOT), Federal Motor Vehicle Safety Standards (FMVSS), rules, recommendations and regulations that apply at the time of delivery.
- o. On board GPS, with program reporting software access available to the on-site manager and Authority at all times. Provide option for internet-based customer accessible shuttle wait time information.
- p. Passenger seating shall be kept clean and properly maintained.
- q. Passenger Count. An automated or manual methodology is required for recording sample sizes of passenger counts in an Excel format in order to provide statistical passenger count data when requested by the Authority.

19. Office, Utilities and Parking

1. The Operator may install an office, maximum 24' X 40' feet, in the courtesy shuttle parking area adjacent the FAA Control Tower. The Authority shall only furnish an electrical supply line. It is the Operator's responsibility to connect any necessary telephone and utility lines to the office approved by the Authority. The Operator shall assume all costs associated with the office including building permits, installation of any necessary telephone and utility lines, maintenance, utility costs, furniture, computer equipment, janitorial supplies and office supplies.
2. Courtesy Shuttle Parking Area: Fourteen (14) courtesy shuttle parking spaces will be provided by the Authority; located in the courtesy shuttle parking area adjacent the FAA Control Tower. Additional parking spaces may be available for a rental fee if needed.
3. Employee parking is available at the Authority's current Employee Parking rates.

EXHIBIT B
Minimum Staffing

Minimum staffing levels for peak traffic periods shown in brackets below will not guarantee satisfaction of the Authority's performance standards.

Self-Park Management:

Assistant Manager (1), Shift Supervisors (5), Coordinator (5), Cashiers (6), Auditors (2)

Valet Parking:

Assistant Manager (1), Shift Supervisors (5), Customer Doormen/Vehicle Inspection Persons (9), Car Runners (25), Cashiers (5), Key Control Persons (5), Night Vehicle Inventory Person (1)

Courtesy Shuttle Services:

Assistant Manager (1), Shift Supervisors (4), Drivers (11)

EXHIBIT C
Budget

(attached)



Proposal Format Budget Sheet Roll Up

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Payroll	\$4,387,022	\$4,606,373	\$4,836,692	\$5,078,526	\$5,332,452
Vacation Accrual	\$219,648	\$230,630	\$242,162	\$254,270	\$266,984
Payroll Taxes	\$613,670	\$644,354	\$676,572	\$710,400	\$745,920
Group Insurance	\$773,465	\$812,138	\$852,745	\$895,382	\$940,152
Worker's Compensation	\$368,510	\$386,935	\$406,282	\$426,596	\$447,926
Retirement	\$0	\$0	\$0	\$0	\$0
Employee Incentive	\$0	\$0	\$0	\$0	\$0
Total Personnel Costs	\$6,362,315	\$6,680,431	\$7,014,452	\$7,365,175	\$7,733,434
Daily Audit	\$0	\$0	\$0	\$0	\$0
Telephone	\$8,400	\$8,820	\$9,261	\$9,724	\$10,210
Supplies	\$9,000	\$9,450	\$9,923	\$10,419	\$10,940
Postage	\$500	\$525	\$551	\$579	\$608
Professional Services	\$0	\$0	\$0	\$0	\$0
Advertising	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155
Revenue Refund	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Total Office Costs	\$29,900	\$31,295	\$32,760	\$34,298	\$35,913
Equipment Lease	\$601,800	\$631,890	\$663,485	\$696,659	\$731,492
Equipment Maintenance	\$143,400	\$150,570	\$158,099	\$166,003	\$174,304
Uniforms	\$26,250	\$27,563	\$28,941	\$30,388	\$31,907
Ops supplies	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155
Security	\$0	\$0	\$0	\$0	\$0
Auto Allowance	\$25,800	\$27,090	\$28,445	\$29,867	\$31,360
Equipment Expense	\$0	\$0	\$0	\$0	\$0
Tickets	\$5,000	\$5,250	\$5,513	\$5,788	\$6,078
Proposed Capital Improvement	\$20,000	\$0	\$0	\$0	\$0
Miscellaneous Expense	\$9,000	\$9,450	\$9,923	\$10,419	\$10,940
Liability Insurance	\$265,728	\$279,014	\$292,965	\$307,613	\$322,994
Total Operating Costs	\$1,106,978	\$1,162,327	\$1,220,443	\$1,281,465	\$1,345,539
Management Fee	\$48,571	\$50,999	\$53,548	\$56,225	\$59,035
Total	\$7,547,764	\$7,925,052	\$8,321,203	\$8,737,163	\$9,173,920

EXHIBIT D
Parking Facilities

(attached)

Proposed Hollywood Burbank Airport Parking Facilities Configuration and Development Plan CY 2023-2026

Current Parking Lot Configuration - 2023

Remote Parking Lot A (shuttle service): Open to public, 1,592 spaces
Remote Parking Lot B: Closed to public, 638 spaces. Currently leased to a tenant
Remote Parking Lot C (shuttle service): Open to public, 517 spaces
Parking Lot E (walkable): Open to public, 193 spaces
Parking Lot G (walkable): Open to public, 850 spaces (two sections, covered & uncovered)
Short Term Parking Structure (walkable): Open to public, 438 spaces
Valet Parking (walkable): Open, 2,187 spaces; includes surface lots & 1,043 space structure
Employee Parking Lot (shuttle service): 567 spaces

Proposed Parking Lot Reconfiguration – 2023

Spring/Summer - Parking Lot F (walkable): New self-park lot in current Valet area, 434 spaces
Valet Parking capacity reduced to 1,600
Fall/Winter - Parking Lot D (walkable): New self-park lot in current Lot G, 597 spaces
Parking Lot G becomes nested within Lot D: Lot G capacity reduced to 253 covered spaces

Proposed Parking Lot Reconfiguration – First Quarter 2024 (Replacement Passenger Terminal Construction)

Remote Parking Lot A: CLOSED

Employee Parking Lot: CLOSED

Remote Parking Lot B: Re-opens as Employee Parking Lot with Shuttle Service

Proposed Parking Lot Development and "Final" Reconfiguration – Third Quarter 2026

(Replacement Passenger Terminal opens)

Replacement Passenger Terminal Parking Structure (walkable): Open to public, 3,100 spaces, includes parking products such as short term/premium, mid/long stay, and Valet.

Remote Parking Lot B/Employee Lot (shuttle service): CLOSED

Remote Parking Lot C (shuttle service): TBD if closed or remain open

Remote Parking Lot D (*new shuttle service): Open to public

Parking Lot E: CLOSED

Parking Lot F: CLOSED

Remote Parking Lot G (*new shuttle service): Open to public

Remote Parking Structure (former Valet Structure closed, *new shuttle service): Open to public

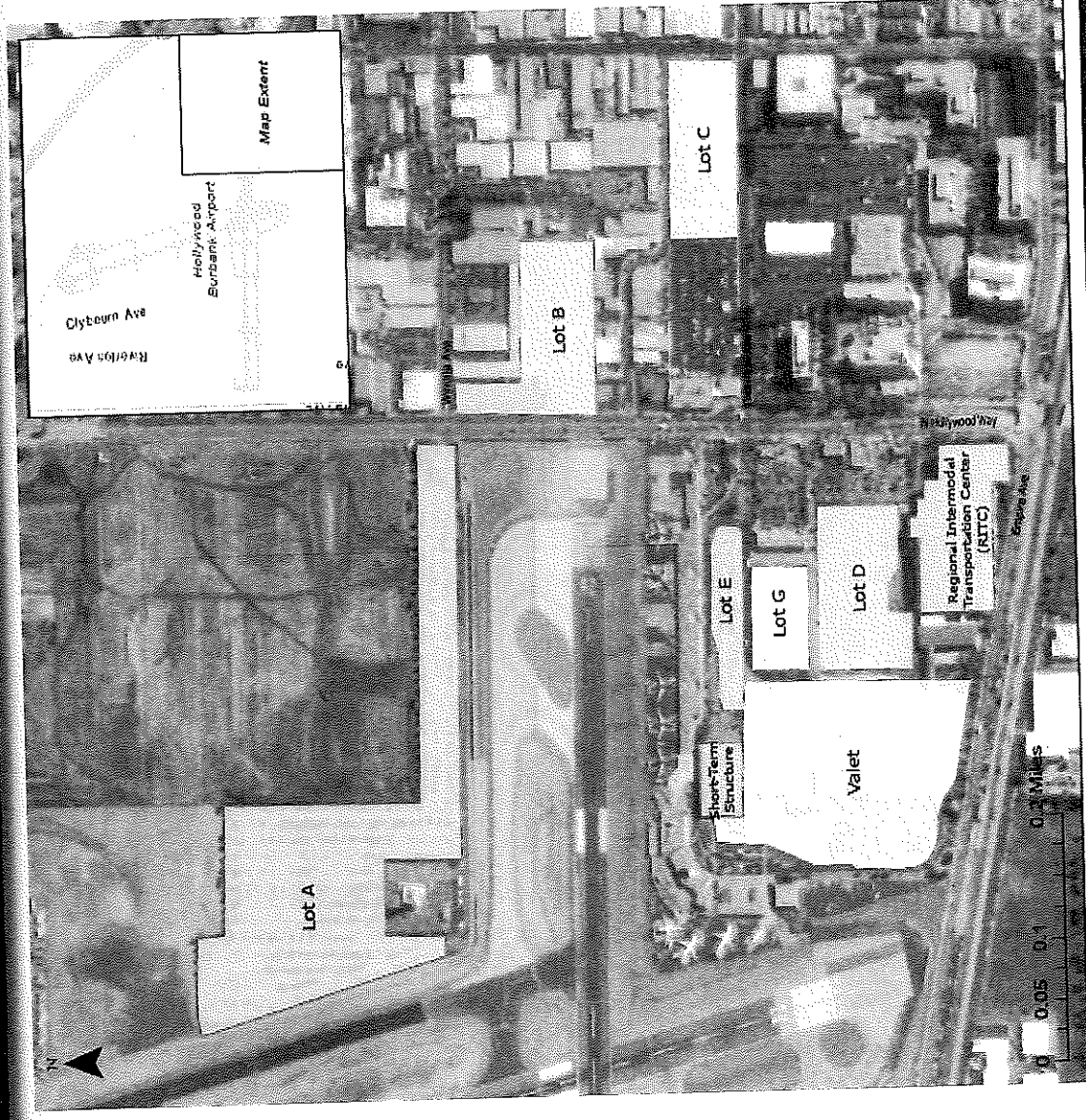
New Employee Parking Lot (walkable): Opens adjacent Replacement Passenger Terminal

*Shuttle service to Lot D, G, and Remote Parking Structure combined into one shuttle route

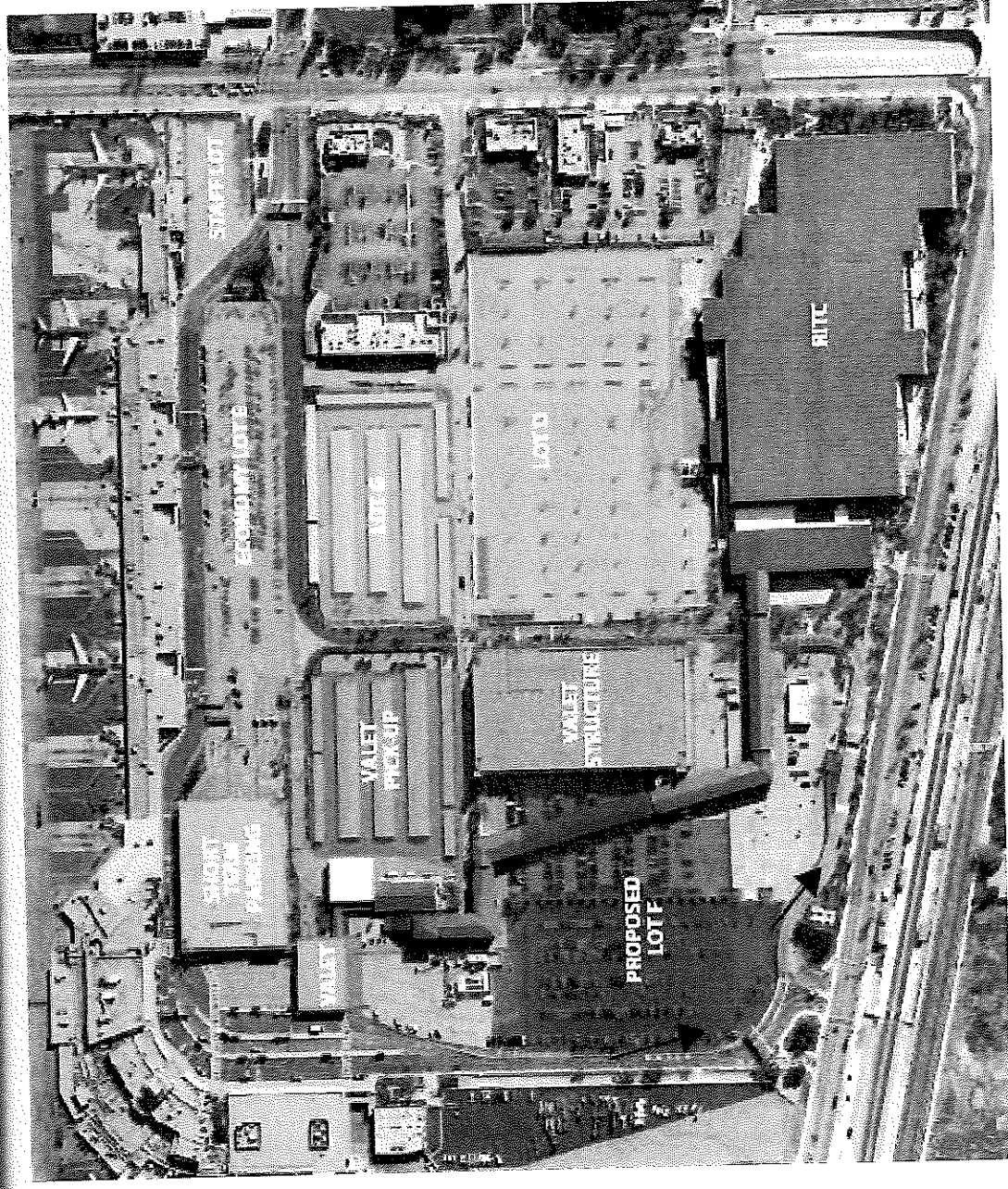
Attachment - Proposed Parking Facilities Configuration and Development Plan 2023-2026 Schedule

Parking Lot	FY 2023	FY 2024	FY 2025	FY 2026
Lot A	OPEN	CLOSES Third Quarter	CLOSED	CLOSED
Lot B	CLOSED	OPENS as Employee Lot	Employee Lot	CLOSED
Lot C	OPEN	OPEN	OPEN	TBD
Lot D	Lot G extra capacity	OPEN	OPEN	OPEN
Lot E	OPEN	OPEN	OPEN	CLOSED
Lot F	CLOSED	OPEN	OPEN	CLOSED
Lot G	OPEN	OPEN	OPEN	OPEN
Valet	OPEN	OPEN, reduced capacity	OPEN	Closed, Structure open as self-park
Short Term Parking Structure	OPEN	OPEN	OPEN	CLOSED
New Employee Lot	OPEN	CLOSES Third Quarter	Lot B	New Employee Lot
New RPT Parking Structure	CLOSED	CLOSED	CLOSED	OPEN

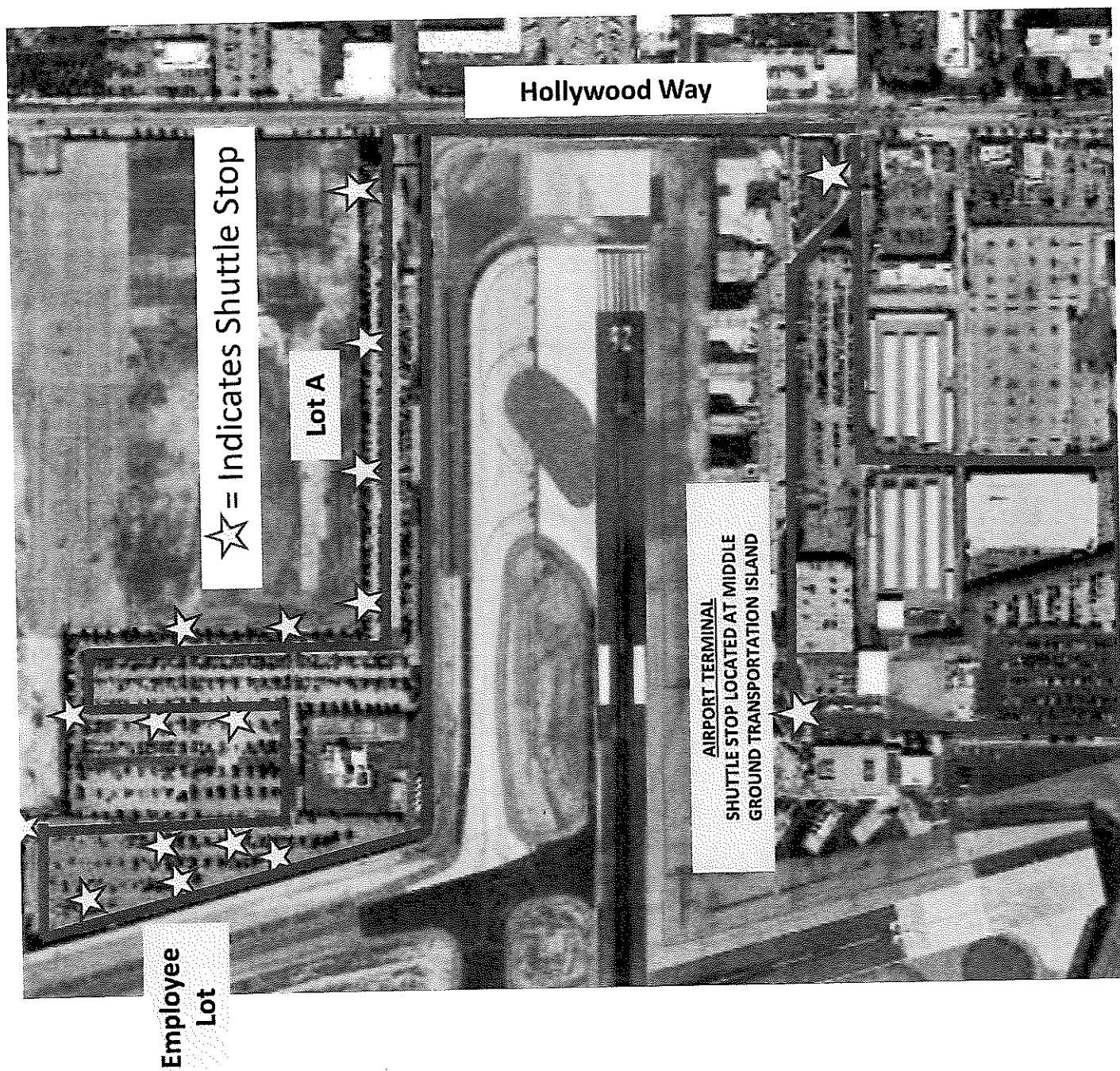
Current Authority Parking Lot Locations



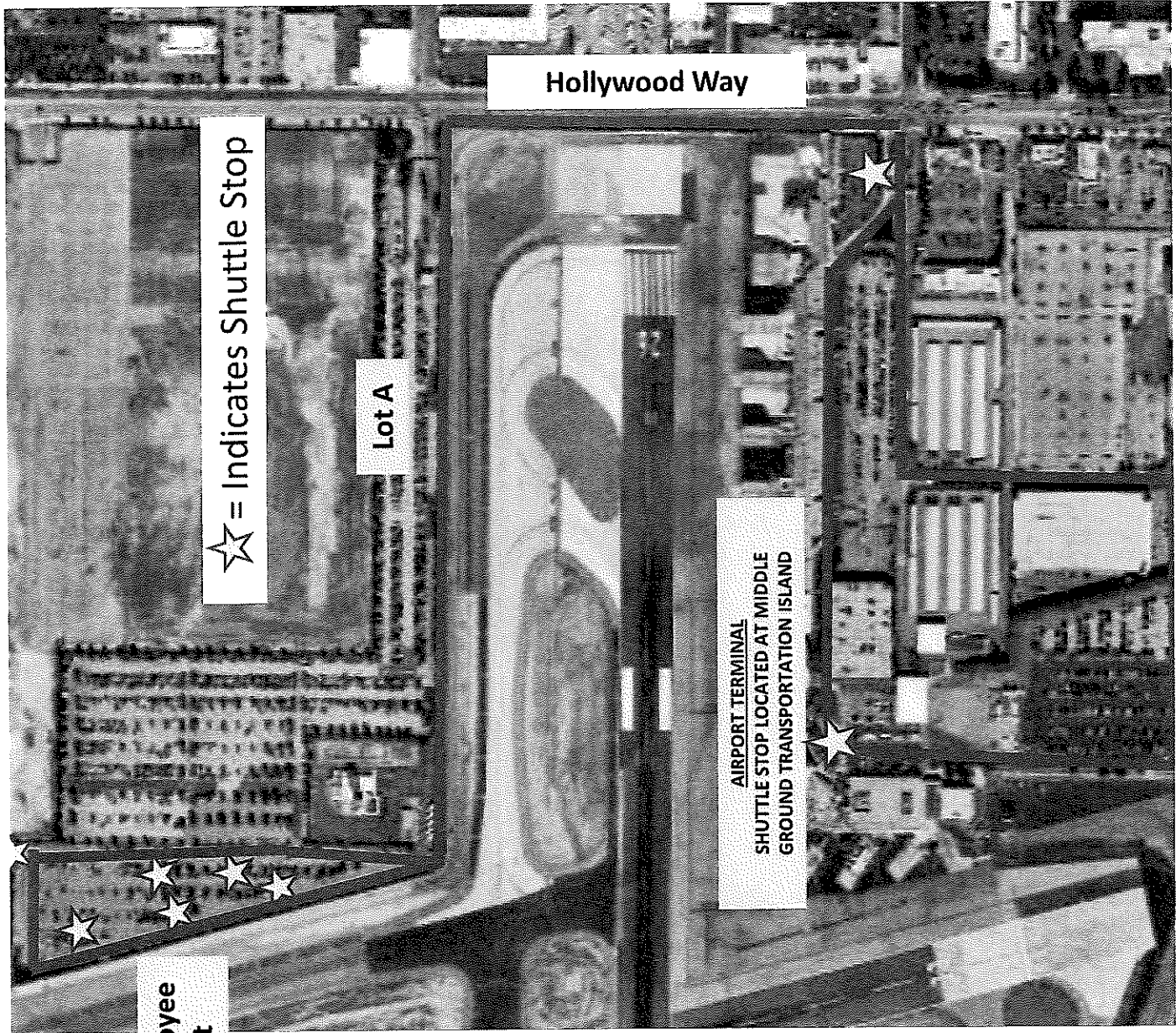
Proposed Self-Park Lot F Parking Lot Developer



Locations Map – Courtesy
Shuttle Parking Lot A Route,
with Employee Lot



Locations Map – Courtesy
Shuttle Tenant/Employee Lot
Route



Locations Map –

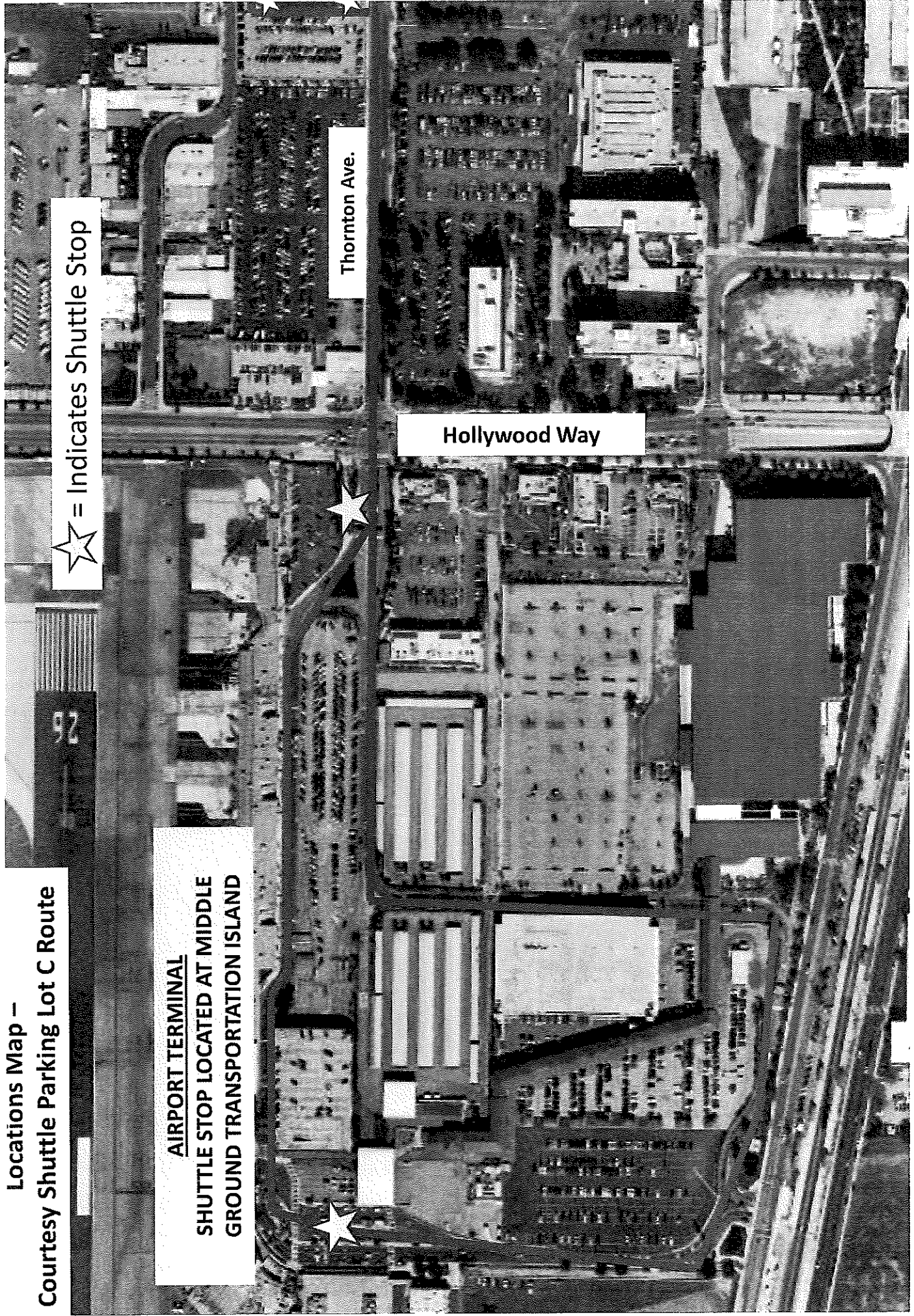
Courtesy Shuttle Parking Lot C Route

AIRPORT TERMINAL
SHUTTLE STOP LOCATED AT MIDDLE
GROUND TRANSPORTATION ISLAND

☆ = Indicates Shuttle Stop

Thornton Ave.

Hollywood Way



On-Demand North Metrolink
Train Station Shuttle Service Map

**NORTH
METROLINK
STATION PICK-UP
LOCATION**

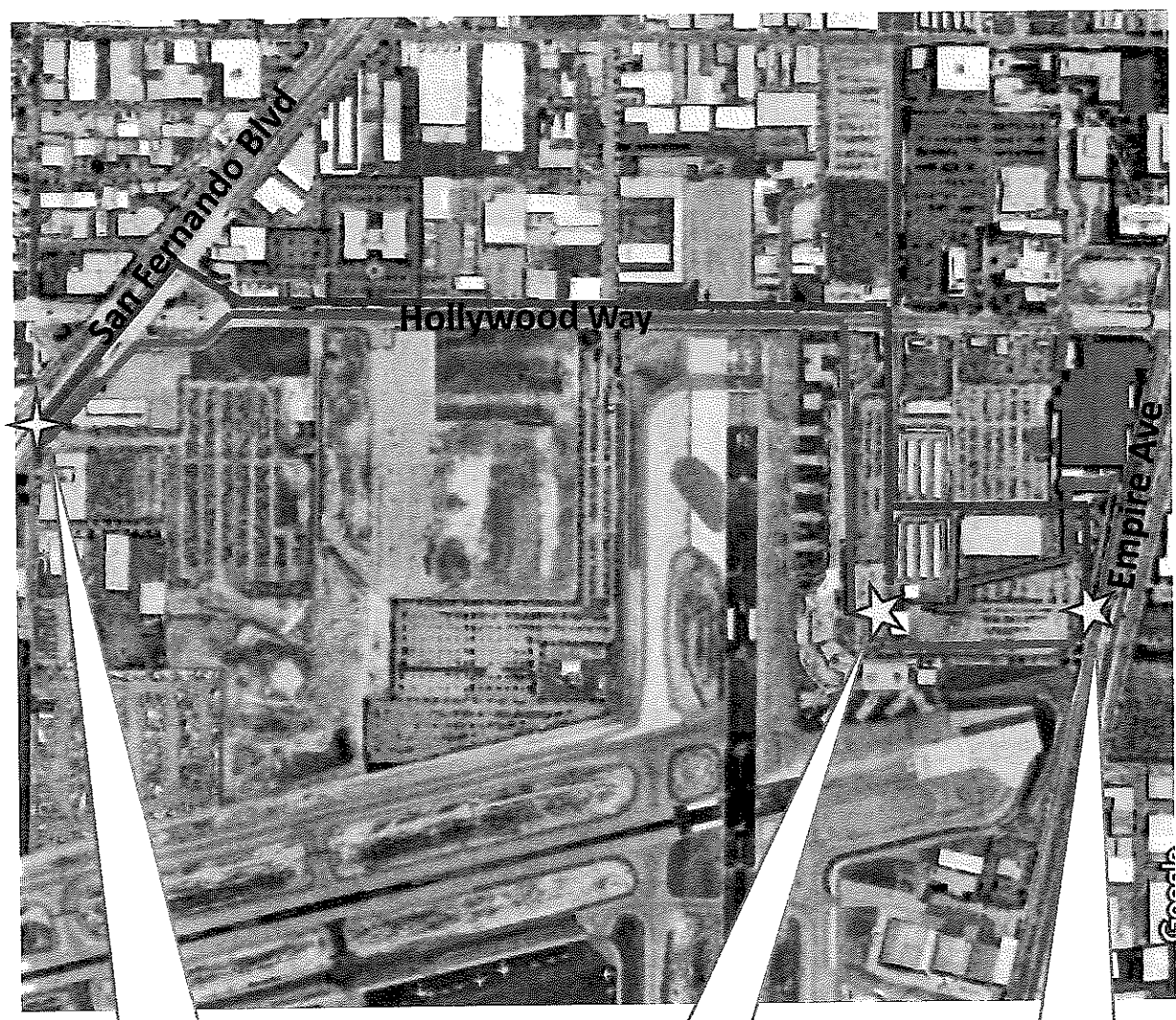
3600 N. San Fernando

**AIRPORT
TERMINAL PICK-
UP LOCATION**

Valet Center

**SOUTH
METROLINK
STATION PICK-UP
LOCATION**

Empire Ave.



Metrolink trains currently serve the
*Burbank Airport-South Train
Empire Avenue, on Ventura

*Burbank Airport-North Train
Near intersection of Hollywood
on Antelope Valley

Shuttle Service – South Train
The Airport offers complimentary
between the Airport and the Burl
Station. Service is offered daily,
Passengers can contact 818.561
once they have reached the Sou
on Empire Ave, or are ready to k
Passengers riding from the term
Station should proceed to the Air
Island located in front of the term
shuttle, request the Lot C shuttle
Train Station.

Shuttle Service – North Train
The Airport offers complimentary
between the Airport and the Burl
Station. Service is offered daily,
Passengers can contact 818.729
once they have reached the Trai
leave the terminal.
Passengers riding from the term
should proceed to the Valet Park
shuttle.

EXHIBIT E
Authority Responsibilities

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

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

EXHIBIT F
Insurance Requirements

A. Obligations. Subject to paragraph B, Contractor shall maintain the following types and amounts of insurance.

1. Commercial General Liability. Contractor shall maintain commercial general liability insurance written on an occurrence basis and providing coverage in an amount at least equal to \$1,000,000 each occurrence and in the annual aggregate. Each commercial general liability policy shall include premises/operations, explosion, collapse and underground hazard, broad form contractual, products/completed operations, independent contractors, broad form property damage and personal injury.
2. Comprehensive Commercial Automobile Liability and Physical Damage Coverage. Contractor shall maintain comprehensive automobile liability and physical damage insurance written on an occurrence basis and covering all owned, non-owned and hired vehicles in an amount at least equal to \$5,000,000 combined single limit. If any Contractor employee covered by comprehensive automobile liability insurance policy maintained by Contractor, or by the Authority pursuant to Section B, does not satisfy the requirements of the applicable insurer, Contractor shall not permit such Contractor employee to operate any motor vehicle in connection with this Agreement. Contractor shall assume responsibility for the automobile liability and physical damage coverage, with an Authority-approved underwriter, for all Authority-owned vehicles while being operated by Contractor or in Contractor's care, custody and control, and any insurance procured and maintained by the Authority will not be called upon to respond or to contribute.
3. Workers' Compensation. Contractor shall maintain statutory workers' compensation insurance written in accordance with law.
4. Employers' Liability. Contractor shall maintain employers' liability insurance in amounts not less than the following:

Bodily injury by accident - \$1,000,000 - each accident
Bodily injury by disease - \$1,000,000 - policy limit
Bodily injury by disease - \$1,000,000 - each employee

The employers' liability coverage shall not contain an occupational disease exclusion.
5. Crime. Contractor shall maintain blanket crime insurance written on loss discovered basis and providing coverage over the life of this Agreement in an amount at least equal to \$3,000,000 each occurrence and in the annual aggregate. The policy shall include coverage for employee dishonesty, premises, transit,

forgery, credit and debit cards and computer fraud (including wired transfer). In lieu of such insurance policy, Contractor may maintain a bond that provides the same coverage.

6. Excess Umbrella Liability Insurance. Contractor shall maintain excess umbrella liability insurance written on an occurrence basis and providing coverage in an amount at least equal to Nine Million Dollars \$9,000,000 in excess of the coverages required in paragraphs 1, 2 and 4.
- B. Authority's Right to Maintain. At any time, the Authority may at its sole election maintain the insurance specified in Section A(2). If the Authority elects to maintain such insurance, the cost thereof shall be deducted from the Operating Expenses.
 - C. Deductible and Self Insured Retention Limitations. In no event shall the deductible or self insured retention for any insurance policy or bond maintained by Contractor exceed \$10,000. All deductibles and/or self-insured retentions maintained by Contractor remain the total responsibility of Contractor.
 - D. Erosion of Coverage. If the coverage limit under any insurance policy or bond maintained by Contractor is eroded below the applicable limit required by this Agreement, Contractor shall immediately notify the Authority in writing and shall take all reasonable actions required to reinstate the coverage limit to at least the applicable limit of liability.
 - E. Insurer and Surety Requirements. Each insurance policy and bond required to be maintained by Contractor shall be underwritten by an insurance company or surety authorized to conduct business in California and having a rating not less than A X in A.M. Best's Insurance Guide unless coverage is provided as a qualified insurer through the State of California. The Executive Director may waive this requirement.
 - F. No Limitation of Liability. The limits of liability provided in the insurance policies and bonds maintained by Contractor pursuant to this Agreement shall not limit Contractor's liability under this Agreement.
 - G. Proof of Insurance. Upon Contractor's execution of this Agreement, Contractor shall deliver to the Executive Director certificates of insurance evidencing that the required insurance policies are being maintained by Contractor. At such time Contractor also shall deliver to the Executive Director copies of endorsements (i) requiring the insurers to give to the Authority at least 30 days prior written notice by certified or registered mail of cancellation, non-renewal or reduction in coverage; (ii) confirming the waiver of subrogation; (iii) with respect to the commercial general liability, automobile liability, garage keepers liability, employers' liability and excess liability coverages, naming the Indemnitees as additional insureds; (iv) with respect to the blanket crime insurance policy and the performance bonds, naming the Authority loss payee and providing that its term shall continue in full force and effect during the term and for one year following expiration or termination of this Agreement; and (v) with respect to the commercial automobile liability and physical damage coverage, confirming that the policy provides

coverage for all Authority-owned vehicles while being operated by Contractor or in Contractor's care, custody and control, and that any insurance procured and maintained by the Authority will not be called upon to respond or to contribute. Failure of Contractor to provide any of these items, or the subsequent receipt by the Authority of a notice of cancellation, non-renewal or reduction in coverage under a required insurance policy or bond, shall constitute a default event. Upon request by the Executive Director, Contractor deliver a true and complete copy of the required insurance policies or bonds, together with a copy of all related endorsements.

- H. **Waiver of Subrogation.** All insurance policies and bonds required by this Agreement shall include, or shall be endorsed to provide, a waiver by the insurers of any rights of subrogation that the insurers may have at any time against the Indemnitees. This requirement shall not apply to Contractor's workers' compensation policy or Contractor's crime policy. If the waiver of subrogation is included in the insurance policies or bonds, the waiver shall be included in the certificates of insurance and copies of bonds delivered to the Executive Director. If the waiver of subrogation is included in endorsements to the insurance policies or bonds, copies of the endorsements shall be delivered to the Executive Director.
- I. **Primary Policies.** Insurance policies and bonds required to be maintained by Contractor pursuant to this Agreement shall be primary without right of contribution of any other insurance carried by or on behalf of the Authority. Such insurance policies and bonds shall be endorsed in accordance with this Agreement and Contractor shall provide to the Authority copies of the endorsements.
- J. **Designation of Other Coverages and Requirements.**
 - 1. **Right to Designate.** At any time, the Authority may require Contractor to maintain additional or different insurance policies or bond coverages. The Authority also may, at any time, change any other requirements.
 - 2. **Contractor Compliance.** Contractor shall comply with all changes made by the Authority to the extent that such changes in coverages and other requirements are available in the insurance or bond market at the time. Contractor shall cooperate with the Authority in implementing all such changes.
 - 3. **Additional Costs.** Additional costs incurred by Contractor as a result of changes made by the Authority shall be paid to Contractor as part of the Operating Expenses.
 - 4. **Amendment.** If the Authority elects to change the insurance or bond coverages, such change shall be incorporated in a written amendment to this Agreement.

EXHIBIT G
Security Requirements

(attached)

BADGING/SECURITY REQUIREMENTS

AIRPORT BADGING PROGRAM

The following information must be provided to the Airport Badging Office before any type of Airport badge and access may be issued:

1. An Airport Badging Request Form must be completed with information regarding Authorized Signers for the company.
2. Authorized Signers may be designated to sign for all badging applications with samples of their signatures provided to the Airport Badging Office. An Authorized Signer is responsible for authorizing and maintaining all Airport badge holders within the company. Each Authorized Signer must successfully complete a Criminal History Records Check ("CHRC"), Security Threat Assessment ("STA") and appropriate training before they are allowed to sign employees' Airport badge applications.
3. Company phone numbers for verification purposes.
4. A brief description of the area where access is required.
5. All employees requiring unescorted access and vehicle driving privileges to the worksite must submit to a CHRC and STA a minimum of two weeks prior to project start date. The badging process requires two separate appointments with the Airport Badging Office.
 - a. The first appointment consists of the fingerprinting process for the Criminal History Records Check ("CHRC") and Security Threat Assessment ("STA").
 - i. Employees must bring in two forms of I.D., one of which must be a current government issued photo I.D. and another which shows eligibility to work in the United States. Names must be the same on both I.D.'s and original copies. A current driver's license is required for any applicant to obtain driving privileges.
 - ii. Employees must have a signed Badging Application with the Authorized Signer's signature in blue or black ink only (wet signatures, no copies or scanned signatures).
 - b. If applicants successfully complete these requirements, they will need to schedule a second appointment for the two hour airport security and driver's training videos with the Airport Badging Office. Applicants will be badged upon successful completion of the training videos and may be eligible to escort other employees on the work site.

6. The Security/Badging Office is open from Monday through Friday 8:00 a.m. to 4:00 p.m. Last appointment time is 3:30 p.m.
7. The Contractor shall bear all expenses associated with badge processing of each employee (currently \$30 fingerprinting fee and a \$60 new applicant fee), due and payable to the Airport Badging Office at the first appointment. The Authorized Signer will schedule appointments with the Airport Badging Office. The Airport Badging Office can also be contacted at (818) 729-2233 for more information.
8. The Contractor and employees shall bear all expenses, fees or fines associated with violations of Airport Rules and Regulations.

Employees that are approved to have an airport badge with driving privileges must show a valid DRIVERS LICENSE before processing can begin.

At the completion of the project ALL badges issued to the contractor or subcontractor shall be returned to the Airport Badging Office. Failure to return the airport badges will result in forfeiture of retention payment, up to the amount of \$150.00 per badge not returned.

Gate access and driving privileges on the AOA must be approved by the Deputy Executive Director or his/her designated representative. Upon approval, all vehicles must bear company logos on both sides.

The field driving privilege is contingent upon compliance with all rules and regulations as stipulated by the Airport Authority. Infractions of the Motor Vehicle Rules and Regulations of the Authority will result in an immediate escort off airport property and may result in the assessment of runway/taxiway incursion liquidated damages, as identified above.

REQUIRED SECURITY TRAINING

Any project involving access to the Security Identification Display Area (SIDA) requires the following:

Security training pursuant to 49 Code of Federal Regulation Part 1542 must be received by sufficient personnel to ensure that at least one individual who has received the training is present at the job site at all times.

Security training is offered through the Airport Badging Office and can be scheduled with the appropriate Authorized Signer.

SECURITY AGREEMENT

Contractor may be required to execute an agreement outlining Contractor responsibilities in relation to airport security at the direction of the Airport Security Program Administrator. As part of said agreement, Contractor is required to develop a

"Contractor Security Program" denoting specific steps to be taken to ensure compliance with the Airport Security Program. Assistance in developing the "Contractor Security Program" is available from the Airport Security Program Administrator. Approval of the "Contractor Security Program" must be obtained from the Airport Security Program Administrator prior to the start date of the project.

SIDA AND STERILE AREA MAPS

After the execution of an Agreement, copies of maps will be made available identifying these areas.

SIDA ACCESS

Access on or near runways or taxiways or the Security Identification Display Area ("SIDA") and Sterile Areas of the passenger terminals is **absolutely prohibited**, except with continuous escort by an authorized agent of the Authority. The SIDA is a restricted area of the airfield in the vicinity of the terminal and cargo buildings. The Sterile Areas of the terminals are the passenger holding areas past TSA security checkpoint.

THE PARTIES AGREE THAT UNAPPROVED VEHICULAR INCURSIONS OR PEDESTRIAN ACCESS TO A RUNWAY OR TAXIWAY OR SIDA OR STERILE TERMINAL AREAS WILL RESULT IN SUBSTANTIAL DAMAGES TO THE AUTHORITY, BUT THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES. THEREFORE, THE PARTIES AGREE THAT A REASONABLE APPROXIMATION OF THE ACTUAL DAMAGES TO BE SUFFERED BY THE AUTHORITY IS FIVE THOUSAND DOLLARS (\$5,000) PER INCURSION. THE LIQUIDATED DAMAGES PROVISION IS LIMITED TO DAMAGES FOR DISRUPTION IN AIRPORT OPERATIONS AND/OR SECURITY AND SHALL NOT APPLY TO ANY DAMAGES TO PROPERTY OR PERSONAL INJURY ARISING OUT OF ANY INCURSION, AND THE CONTRACTOR SHALL BE FULLY LIABLE FOR THE FULL AMOUNT OF ALL OF SAID DAMAGES.

Failure to abide by Airport Rules and Regulations, safety and security programs may result in temporary suspension of the work at the Contractor's expense, a notice of Violation followed by formal investigation by the Airport, and/or monetary fines, badge suspensions or revocations. In addition to the above liquidated damages, any fines assessed to the Authority by the FAA or TSA if the Contractor is caught in violation shall be reimbursed to the Authority by the Contractor.

EXHIBIT H
Liquidated Damages Schedule

(attached)

LIQUIDATED DAMAGES SCHEDULE

The Authority may assess Contractor liquidated damages as set forth below.

DEDUCTIONS	FREQUENCY	TOTAL FEE REDUCTION
Use of a shuttle that does not comply with AQMD Rule 1194	Per day	\$ 1,000.00
Failure to pass a drug test after a vehicle incident	Each Instance	\$ 1,000.00
Exceeding the maximum customer wait period	Each Instance	\$ 100.00
Failure of a shuttle to pass a CHP inspection	Per Shuttle	\$ 1,000.00
Shift supervisor not on duty during hours of Operation per the schedule	Each Hour	\$ 500.00
CONTRACTOR fails to operate the correct number of shuttles according to the CONTRACTOR's courtesy	Each Hour	\$ 100.00
Incomplete or missing shuttle cleaning logs; failure to wash	Per Instance	\$ 50.00
CONTRACTOR's employee's use of a cell phone or mobile communication device while operating a vehicle	Each Instance	\$ 500.00
Failure to complete a shift supervisor or shuttle driver report	Each Instance	\$ 100.00
An initial written warning will be issued to CONTRACTOR for any occurrence wherein CONTRACTOR fails to comply with any of its obligations under this CONTRACT for which no other fee deduction is specified. Upon continued or recurring non-compliance, deductions in amounts ranging from \$25 to \$100, selected at Authority's sole discretion, will be deducted for each day, hour, or occurrence that CONTRACTOR fails to comply thereafter.		

EXHIBIT I
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor 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; 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 Contractors) 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 Sponsor 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.

During the performance of this Agreement, Contractor agrees as follows:

1. Compliance with Regulations. Contractor shall comply with the Department of Transportation regulations relative to nondiscrimination in federally assisted programs, which regulations are incorporated by reference.

2. Nondiscrimination. Contractor shall not discriminate on the grounds of race, creed, color, national origin or sex in the selection or retention of employees with regard to the Services. Contractor shall not participate in the discrimination prohibited by Section 21.5 of the Nondiscrimination Regulations, including employment practices.

3. Information and Reports. Contractor shall provide all information and reports required by the Nondiscrimination Regulations or directives issued pursuant thereto. Additionally, Contractor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such regulations, orders, and instructions.

4. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including:

4.1 Withholding of payments to Contractor under this Agreement until Contractor complies.

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

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Anyone Collective LLC)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated July 10, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Anyone Collective LLC (“Consultant”), a California limited liability company.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to retain Consultant as an independent contractor to provide the following professional services: FY 2024 airport marketing consulting, website maintenance, and media purchase services.

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

NOW, THEREFORE, the parties agree as follows:

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

A. “Budget”: the FY 2024 budget set forth in the Proposal.

B. “Commencement Date”: July 1, 2023.

C. “Contract Administrator”: Nerissa Sugars or a duly authorized designee.

D. “Contract Limit”: \$880,000 (inclusive of commission for media spends).

E. “Executive Director”: Frank R. Miller or a duly authorized designee.

F. “Expiration Date”: June 30, 2024.

G. “Federal Requirements” the federal requirements set forth in the attached Exhibit C, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.

H. “Indemnitees”: the Authority, TBI, the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

- I. “Insurance Requirements”: the insurance requirements set forth in the attached Exhibit B.
- J. “Proposal”: Consultant’s June 1, 2023 proposal attached as Exhibit A.
- K. “Services”: the tasks set forth in the Proposal.
- L. “TBI”: TBI Airport Management, Inc.

2. Services.

- A. Consultant shall perform the Services in a timely, regular basis in accordance with the Authority’s rules for the Airport, the Federal Requirements, and applicable laws. Time is of the essence in the performance of this Agreement.
- B. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall consult the Contract Administrator for any decisions that must be made by the Authority. Consultant shall promptly notify the Contract Administrator of any unsafe condition that Consultant discovers at the Airport.
- C. In the event any claim is brought against the Authority relating to Consultant’s performance of the Services, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

3. Term.

- A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated.
- B. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

4. Compensation.

- A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment as follows: (i) a blended hourly rate of \$275 for creative services, website maintenance services, and task order (B2B and Destination marketing) services; and (ii) a 15% commission on the Authority’s overall media spend. Additionally, the Authority shall reimburse Consultant’s

travel costs related to the task order services. The Authority shall have absolute discretion to determine the amount of its media spend. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

B. Consultant shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. **Independent Contractor Status.** Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.
6. **COVID-19 Exposure Notice.** If Consultant learns that any Authority or TBI employee has a potential COVID-19 exposure from contact at the Airport with a qualifying individual (as defined in Labor Code Section 6409.6) employed by Consultant in the performance of the Services, then Consultant shall notify the Authority of that fact within one business day. Consultant's obligation under this section shall survive expiration or termination of this Agreement.
7. **Work Product Ownership.** All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.
8. **Confidentiality.** Consultant shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Consultant shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at expiration or termination of this Agreement. Consultant's obligations under this section shall survive expiration or termination of this Agreement.
9. **Conflict of Interest.** Consultant shall not maintain or acquire any financial interest that may be affected by the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.
10. **Indemnification.**

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever (collectively, "Liabilities") that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

11. **Insurance.** Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements.
12. **Suspension.** The Contract Administrator may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.
13. **Notices.** Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received based on the e-mail delivery.

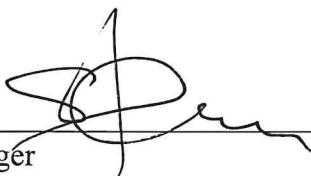
Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Nerissa Sugars
E-mail: NSugars@bur.org

Consultant
Anyone Collective
99 Pasadena Avenue, Suite One
South Pasadena, CA 91030
Attn: Michael Fiore
E-mail: michael@weareanyone.com

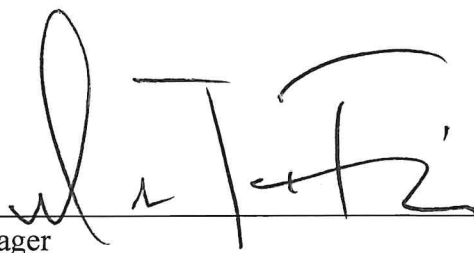
14. **Assignability.** Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.
15. **Litigation.** In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.
16. **Exhibits.** Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A or B, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit C, the provisions of Exhibit C shall prevail.
17. **Incorporation of Mandatory Language.** Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.
18. **Entire Agreement.** This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

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

Anyone Collective LLC



Manager



Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

Burbank-Glendale-Pasadena Airport Authority

President

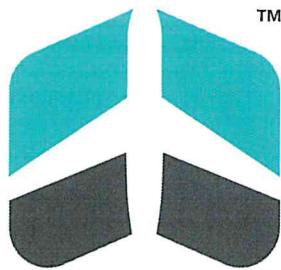
Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Proposal

(attached)

ANYONE™



**Hollywood
Burbank**
Airport

Hollywood Burbank Airport
FY 2024 Proposal: July 2023 – June 2024
June 1, 2023



To: Frank Miller, John Hatanaka, Kathy David, Nerissa Sugars
From: Anyone™ Collective
Date: June 1, 2023
SUBJECT: FY 2024 Proposal
PROPOSAL ID: 230307-MFa

Dear Frank, John, Kathy and Nerissa -

Please find attached the proposal for the working relationship between Hollywood Burbank Airport and Anyone™ Collective on the FY 2024 Advertising & Marketing Strategy. This proposal outlines deliverables for FY 2024, as well as estimated pricing for each.

We are thrilled to have the opportunity to continue to work with Airport Staff to help grow the Airport and its business. The entire Anyone™ team is very excited and we look forward to continuing our journey together.

As always, our partnership with Hollywood Burbank Airport is important to us, and we cannot wait to get started on FY 2024.

Please let us know if you have any questions or comments.

We look forward to speaking with you soon.

Anyone™ Team

Project Summary - Scope of Work

Overview

Anyone™ Collective LLC (hereafter, "Anyone™") will provide the Burbank-Glendale-Pasadena Airport Authority (hereafter, "Client") in reference to Hollywood Burbank Airport (hereafter "Hollywood Burbank Airport") with a Branding, Marketing, and Advertising Package to include multiple assets necessary for the successful implementation of marketing goals for Hollywood Burbank Airport.

Professional Services Agreement

Client hereby engages Anyone™, with a mailing address of 99 Pasadena Avenue, Suite One, South Pasadena, CA 91030, for the purpose of performing the services necessary to execute a Branding, Marketing, and Advertising Package (hereafter, "Services") for Hollywood Burbank Airport.

FY24: Introduction

The goal of FY 2024 is to continue to expand and strengthen the branding foundation established in prior phases to ensure continued growth for Hollywood Burbank Airport. Anyone™ will build a plan that focuses on the continuation of dealing with effects of the global pandemic. We will focus on ideas that carefully consider how the past few years have impacted the travel industry. This does NOT mean we will put out ads and marketing that mention the pandemic, Covid 19 or industry-wide staffing challenges. It simply means we will be thoughtful of the way we communicate the advantages and rewards of travel via Hollywood Burbank Airport - creating awareness and delivering clear and concise messages about the Airport's geographical location and overall benefits.

Unique to FY 2024, the plan is to elevate the research and discovery process. Utilizing the most current data and facts, we can ensure all branding, advertising, and marketing efforts are in line with modern trends and technologies and continue pushing for more awareness of Hollywood Burbank Airport. Our efforts in FY 2024 will keep us on trend with the current market and provide clear and thoughtful direction to build a strategy that encourages more business for the Airport from both a consumer and airline perspective. In FY 2024, we will focus on both Business to Consumer (B2C) and Business to Business (B2B) marketing and branding efforts. In addition to this upcoming fiscal year, we are prepared to identify and create plans that would be necessary in the event of any unforeseen crisis,

FY 2024 will focus on Hollywood Burbank Airport's brand momentum established in the marketplace prior to the pandemic. With strategically designed, hyper-targeted, measurable campaigns to encourage greater engagement from passengers and airlines alike, Anyone™ will explore creative ways to connect with and speak to new and existing customers through the Airport's brand voice. Anyone™ Collective believes it is extremely important to be ready to ramp up communication, marketing and advertising efforts as travelers and the air carriers navigate the challenges that are still affecting the air travel industry.

FY 2024 will provide continued support to Hollywood Burbank Airport for the successful implementation of its rebranding and marketing goals, which include, but are not limited to, the following:

- Increase passenger levels
- Build upon Airline Marketing, and overall marketing, advertising, and branding efforts
- Provide the Airport with a geographic identity that speaks to the local community, and to select region-specific targets throughout the U.S.
- Grow and expand the current target demographics via new strategies and creative campaign directions
- Create fresh and new campaigns, such as seasonal - and audience - specific advertising, to generate a new wave of consumer awareness and deliver new information to our existing consumer base
- Provide detailed analytics for every campaign in order to adjust and pivot whenever necessary to ensure the highest level of performance for each and every deliverable
- Focus on targeting new airlines, new flights and routes and positioning Hollywood Burbank Airport as Southern California's number one option and number one airport.

FY 2024 Includes:

1. FY 2024 Target Strategy Overview

The following strategy breakdown is a continuation of the strategies set in place from previous years. In FY 2024 we define the prioritized target markets and consumers, including B2B, B2C, and airline and destination marketing. The goal is to continue to build on the investment made in prior years and identify new markets and new creative directions—all in a very close collaboration between Airport Staff and the agency. This team approach will ensure we stay with current branding and messaging trends and utilize critical insights from the Airport to build creative campaigns that will bring new consumers and drive customer engagement.

Strategy Breakdown

- A. Hyper-Targeted Creative and Messaging
 - Leisure and Business Travelers creative and messaging
 - Bleisure Traveler creative and messaging
 - Seasonally-focused campaign targets, creative, and messaging
 - Geographically-focused campaign targets, creative, and messaging
- B. Calls-to-Action and Engagements
 - Airport key benefits (i.e. convenience, transportation center, rental car, parking, amenities, new airlines, new routes, key air service partnerships, etc.)
 - Digital Drivers/Touch Points: Engage target audiences through digital advertising and social media channels
 - Incentives: Drive new engagement through incentives (i.e. targeted events, giveaways, contests, usage of collected customer data through email marketing)
- C. Digital Content Creation and Touch Points
 - Travel Blog: Content will be geared towards travelers nationwide with stories that drive awareness to Hollywood Burbank Airport

- Seek the creation of co-opportunities (i.e. co-branded sponsorships and advertising)
 - Content contributors will include staff, commissioners, air carrier representatives, and other key Airport stakeholders.
- D. Airline and Destination Marketing Target Strategy
- Utilize targeted brand messaging to support airline and destination marketing efforts
 - Continue to grow the strategy that focuses on airline and destination marketing to support the B2B development for the airport
 - Work with Airport Staff to create airline and destination marketing-targeted materials, including collateral, deck presentation templates, custom presentations, B2B-focused web portal
 - Join Airport Staff at airline and destination marketing-focused meetings with industry executives, airlines, destination marketing organizations, etc.
 - Continue to create and expand upon co-branded marketing and advertising opportunities in collaboration with Airport Staff

In previous years, Anyone™ provided plans for effective execution of initial campaigns for Hollywood Burbank Airport along with a projected plan for future placements. In FY 2024, analytics gathered from the initial campaigns combined with continued exploration in marketing and advertising research will inform an updated plan that details targets, defines messaging, and determines the appropriate creative direction for branding materials. Our overall digital plan will leverage our true partnership with the Airport and will incorporate collaborations with Staff.

2. Brand Creative Campaign

The initial creative strategy for Hollywood Burbank Airport was brand-focused, creating awareness of the Airport's new name and brand identity. As campaigns and brand awareness evolved, Anyone™ diversified the strategy and reshaped messaging and campaigns around specific benefits, locations, and types of travelers. Moving into FY 2024, Anyone™ will explore new opportunities that have opened up as a result of added service connections and easing of the pandemic. By continuing to use custom targeting techniques and custom messaging, engagement will continue to grow over a large base of qualified demographics.

Anyone™ will continue to incorporate calls-to-action (CTAs) that promote direct engagement to drive conversions. In FY 2024, Anyone™ will add new social/digital targets that will drive and grow the Airport's target audience and encourage repeat engagements.

Deliverables include individual creative campaigns for each of the established campaign targets and their placement within the context of the new marketing plan. A minimum of two (2) concepts per campaign will be created with supporting graphics. All concepts, regardless of target or campaign, will continue to utilize branding elements so Hollywood Burbank Airport continues to reinforce its cohesive look and feel. The initial creative direction has been selected and approved by Airport Staff - Anyone™ will apply the creative to all the deliverables determined in the marketing plan.

- Anyone™ will utilize analytics gathered during previous years, as well as conduct additional exploration into national and global markets as a result of added connections to determine an appropriate creative direction for FY 2024
- Advertising will focus on three geographic areas and B2B:
 - Local (Southern California)

- Regional (select out-of-state targets)
- East of the Rockies
- B2B (Airline Marketing)
- Anyone™ will create hero graphics that will define the artwork for the deliverables. Below is a list of potential deliverables to be included; final deliverables will be determined after the strategy is developed:
 - Magazines
 - Local Ads
 - Digital Advertising
 - Social Media Community Management Content
- Anyone™ will subcategorize travelers and target each individual subcategory with unique campaigns via programmatic and social media advertising:
 - Create three to six (3–6) campaigns per subcategory for a maximum of twenty-four (24) total
 - Entice target consumers with a call-to-action OR a click engagement to “find out more information” on any benefit or service being advertised
- Every campaign will last for approximately 30–45 days and will be refreshed on an ongoing basis to reflect changes in seasonality targets as necessary.

3. Creative Deliverables

3a. Advertising Campaigns

Using the final creative campaign assets from Deliverable 2, along with updated research and long-standing relationships with media distributors, Anyone™ will evaluate marketing and advertising mediums to build a multi-platform media plan that provides the highest impact with the lowest budget. The key focus for FY 2024 is to create custom-targeted messaging spread across the established target demographics, to define calls-to-action for engagement with new potential customers, and to continue growing awareness of the Airport’s brand and location.

The goal of these deliverables is to promote the quality, friendly service and convenience of Hollywood Burbank Airport in an innovative and tangible way. Competitive, attention-grabbing collateral will stand out in a saturated market, engaging customers via strategic placements in areas that will reach target prospects.

The execution of print and digital deliverables is for placement only. Media buying is estimated separately. Anyone™ will receive an industry standard 15% commission based on Hollywood Burbank Airport’s overall spend, which will be determined by Hollywood Burbank Airport. The recommended spend is identified in this estimate.

3b. Social Media Advertising

Anyone™ will continue to design and develop the overall digital marketing and social media strategy for Hollywood Burbank Airport in FY 2024. The goal of the digital marketing and social media strategy will be to continue to create awareness for Hollywood Burbank Airport. This will include existing and new customers for the Airport. In FY 2024 the focus will be on keeping well managed social media targeted advertisements. Quarterly progress reports will be developed so that analytics and data can help define the key performance indicators (KPI’s) and return on

investments (ROI) for each campaign. Again, Anyone™ will collaborate with Airport Staff in the development of this plan and on all final deliverables.

Anyone™ will create new ads, featuring updated messaging and creative, to run across social platforms including Facebook, Instagram, Google AdWords, and custom communication platforms through co-op positioning and targeted touch points. The content campaigns will garner interest for Hollywood Burbank Airport to gain active followers, encourage engagement of customers, and ensure awareness of Hollywood Burbank Airport's features and benefits, including Airline and Destination Marketing. Content campaigns will include web and social banner ads, social media graphics, and re-skinning of social properties. Every campaign is to last for approximately thirty to sixty (30–60) days and will update consistently to reflect changes in seasonality, performance, and targets as needed.

3c. Community Management—Up to 60 hours/month

In collaboration with Airport Staff review, Anyone™ will continue community management efforts for the Airport throughout FY 2024, engaging with a concerted focus on all travel segments (i.e. Business, Leisure and Bleisure). We will collaborate with Airport Staff to create a monthly content schedule that defines that months goals and content.

- **Monitoring:** Anyone™'s social listening efforts entail monitoring all networks for conversations concerning the Airport's brand. We will proactively set up listening parameters for mentions, tags, and specific keywords.
- **Engaging:** The goal will be to keep the Airport's brand and personality consistent, while adapting to social media trends and content. FY 2024 engagement will also include a focus on LinkedIn engagement and creative that is geared specifically for business travel.
- **Moderating:** Anyone™ will work proactively with Airport Staff to manage the Airport's online reputation by keeping all social profiles clear from spam.
- **Measuring:** By monitoring, engaging, and moderating, we will have a better sense of how the social community perceives the brand, identify areas for improvement, and work to refine the Airport's presence. Anyone™ will pinpoint which channels our audiences are most active on and where we can satisfy primary objectives—whether it's building brand awareness, pushing traffic to the website, or simply maintaining the Airport's reputation and integrity.

3d. Website Maintenance: Up to 10 hours/month each hollywoodburbankairport.com and elevatebur.com

As the Airport's business evolves and grows, it is important to have a website that is dynamic and evolves as needed over time, inclusive of all content and functionality. Anyone™ will provide the following website maintenance services:

- **Platform/CMS Maintenance**
 - Ongoing maintenance and updating all website plugins, themes, and technologies
 - Cloud backup of website on a weekly basis
 - Constant uptime monitoring to ensure site accessibility
 - Ensuring the site core is running on the latest security technologies, avoiding outdated software that can contain vulnerabilities
 - XML sitemap monitoring to ensure crawlability and indexability by all major engines
 - Meta description updates for consistent snippets in search engine results
 - Optimization of page titles and copy headlines for SEO
 - Regular malware monitoring and removal

- Deployment of Google Analytics across all pages for accurate usage and audience statistics
- Ensuring all SSL (secure sockets layer) certificates are up-to-date
- **Content Maintenance**
 - Adding, swapping, or editing new and existing photos and graphics for the website
 - Adding, editing, or removing copy on the existing site including articles, reports, contact information, or service/amenity descriptions
 - Expansion or deletion of links within website navigation panels

4. Media Planning & Buying

Media planning and buying involves elements of strategy, negotiations, and purchasing. For social media purchases Anyone™ is required to pay campaign budgets in advance (this is known as “ad buys”). When planning the inventory to purchase, planners must take into consideration the product being advertised, target audience, and campaign goals.

Anyone™ will strategize, negotiate, purchase, and monitor advertising space on behalf of the Client. Anyone™ will strive to connect with the highest number of people in the approved target audiences at the lowest cost whenever possible.

1. Media—Digital: Budget will allow a consistent buy of programmatic digital ads to be placed month-to-month as part as Anyone™’s continuous digital plan.
2. Media—Print: Budget will allow for smaller local print publications to be supported during certain months, while larger distribution airline publications will be selected and ads placed according to the allocated budget.
3. Media—Social: Budget will play a large role in connecting Anyone™’s specific messaging to potential travelers within all newly created subcategories.

Upon approval, Anyone™ will create a complete media budget. For the purposes of this proposal and based on Anyone™’s media buying and planning experience, Anyone™ will provide a budget range that includes a suggested amount for the remainder of the current fiscal year—beginning July 1, 2023 and ending June 30, 2024.

Media buy dollars are estimated separately from the amortized payment plan hours. Anyone™ will receive an industry standard 15% commission based on Hollywood Burbank Airport’s overall media spend, which is included in the pricing below.

5. FY 2024 Marketing and Advertising SOW Ongoing Brand Support

Anyone™ will provide continued ongoing brand support as described in the pricing grid under Marketing and Advertising SOW (Scope of Work). The pricing is based on a blended rate of creative hours, account management hours, and production execution hours.

This plan will go into effect upon approval of the budget with a target start date of July 1, 2023.

Ongoing brand support hours are based on a blended, creative, and administrative hourly rate of \$275/hr.

FY 2024 Proposed Budget

FY 2024 Strategic Development - Creative Services	
1. Research & Development FY 2024	\$30,000
2. Strategy/Plan Including Airline Marketing (B2B)	\$30,000
3. Quarterly Reporting—Progress Report and Analytics Review	\$20,000
Strategic Development Subtotal:	\$80,000.00
FY 2024 Marketing and Advertising SOW Ongoing Brand Support - Creative Services	
1. Campaign Creation and Executions	\$300,000
2. Content Creation Digital	
3. Content Creation Print	
4. Content Creation—Events, Presentations, Meetings	
5. Website Updates and Content Creation	
6. Messaging & Copywriting	
7. Social Media Content Creation All Platforms	
8. Print Media Content Creation All Platforms	
10. Creative Design, Art Direction, and Graphic Development	
Ongoing Brand Support - 12 Months Subtotal:	\$300,000.00
FY 2024 Advertising/Media Plan/Ad Buying/Promotions	
1. Digital Advertising—Consumer Target—Google AdWords	\$90,000
2. Print Advertising—Consumer Target	\$60,000
3. Social Media Advertising/Community Management—Consumer Target—Facebook, Instagram	\$110,000
Advertising - 12 Months Subtotal:	\$260,000.00
Website Maintenance	
Maintenance of www.hollywoodburbankairport.com	\$25,000
Maintenance of www.elevatebur.com	\$25,000
Website Subtotal:	\$50,000.00
Task Orders	
B2B Airline and Destination Marketing Content Creation, Design, and Executions Collaborative Meetings, Associated Travel	\$190,000.00
Task Orders Subtotal:	\$190,000.00
FY 2024 Grand Total:	\$880,000.00

NOTE: Monthly totals may vary per month depending on the campaign strategy development, in other words more budget may be allocated to a different month making one month total budget spend higher and another month total budget spend lower. The spend will never exceed the total allotted media buy budget.

6. Fee Schedule

Upon budget approval the Anyone™ team will provide a recommended fee schedule that will eliminate confusion and make the billing portion of this estimate easy to consume.

7. Timeline & Milestones

Anyone™ understands the pace and project flow may vary based on the Client's needs. Upon approval of this agreement, Anyone™ will be the Client's agency of record for a twelve (12)-month period. A complete milestone calendar will be created upon approval. Anyone™ would recommend a budget review in 6 months for the fiscal year FY 2024.

Execution Milestones

1. Strategic Airline and Destination Marketing FY24 Advertising/Marketing
2. Brand Creative Campaign and Vision
3. Print & Digital Media Campaign
4. Social Media Campaigns/Community Management
5. Website Maintenance
6. Media Planning/Buying
7. Airline Marketing (B2B) Strategic Planning
8. Airline Marketing (B2B) Executions
9. Analytics and Reporting

Project Management: Projects can occur simultaneously. Once approved, a digital project management software will be implemented to assist in overall project management and communications between appointed Client and Anyone™.

EXHIBIT B
Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.
 - A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.
 - B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
 - C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.
 - D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.
2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:
 - A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.
 - B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
 - C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

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

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

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

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

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

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

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

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

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

be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.
5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.
6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.
7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

EXHIBIT C
Non-AIP Project Federal Requirements

References in this Exhibit to “Contractor” shall be deemed to refer to Consultant.

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor 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; 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 Sponsor 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.