



August 24, 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, August 28, 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 August 28, 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.*



## A G E N D A

Monday, August 28, 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) Executive Committee **[See page 1]**
      - (i) June 7, 2023
    - 2) Operations and Development Committee **[See page 3]**
      - (i) June 26, 2023
    - 3) Finance and Administration Committee **[See page 6]**
      - (i) June 26, 2023
    - 4) Legal, Government and Environmental Affairs Committee **[See page 8]**
      - (i) June 26, 2023
  - b. Commission Minutes  
(For Approval)
    - 1) July 10, 2023 **[See page 10]**
  - c. Treasurer's Report **[See page 19]**
    - 1) April 2023
  - d. Sixteenth Amendment to the Lease and Concession Agreement  
MCS Burbank, LLC **[See page 47]**
  - e. Amendment No. 2 to License Agreement  
County of Los Angeles **[See page 53]**



- f. Wire Transfers for Payments Under Commercial Paper Program ***[See page 58]***
- g. Award of Professional Services Agreements  
Replacement Passenger Terminal Project ***[See page 65]***
- h. Award of Professional Services Agreement  
Reliance Engineers, LLC ***[See page 69]***
- i. Janitorial Services Transition – Diverse Facility Solutions Contract  
Amendment and C&W Facility Services Contract Award ***[See page 85]***
- j. Award of Professional Services Agreement  
Air Service Consulting Services ***[See page 89]***
- k. Renee Public Policy Group  
Legislative Representation Service Contract ***[See page 104]***
- l. June 2023 Passenger and Air Cargo Statistics ***[See page 108]***
- m. June 2023 Ground Transportation Statistics
- n. June 2023 Parking Revenue Statistics
- 6. ITEMS FOR COMMISSION APPROVAL
  - a. Committee Assignments
- 7. ITEMS FOR COMMISSION DISCUSSION
  - a. Hollywood Burbank Airport - Replacement Passenger Terminal Project ***[See page 114]***  
Subcontractor Procurement Overview
- 8. ITEMS FOR COMMISSION INFORMATION
  - a. Status of Replacement Passenger Terminal Project  
Dashboard for Commissioners
  - b. Air Quality Improvement Program MOU Report
- 9. ITEMS PULLED FROM CONSENT CALENDAR
- 10. EXECUTIVE DIRECTOR COMMENTS
- 11. COMMISSIONER COMMENTS  
(Commissioners may make a brief announcement, make a brief report on  
their activities, and request an agenda item for future meeting.)
- 12. PUBLIC COMMENT
- 13. ADJOURNMENT



## COMMISSION NEWSLETTER

Monday, August 28, 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 Executive Committee meeting of June 7, 2023; approved minutes of the Operations and Development Committee meeting of June 26, 2023; approved minutes of the Finance and Administration Committee meeting of June 26, 2023; and approved minutes of the Legal, Government and Environmental Affairs Committee meeting June 26, 2023, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the July 10, 2023, Commission special meeting minutes is attached for the Commission's review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for April 2023 is included in the agenda packet. At its special meeting on July 10, 2023, the Finance and Administration Committee voted (2–0, 1 absent) to recommend that the Commission note and file this report.
- d. SIXTEENTH AMENDMENT TO THE LEASE AND CONCESSION AGREEMENT – MCS BURBANK, LLC. A staff report is included in the agenda packet. At its special meeting held on July 10, 2023, the Finance and Administration Committee voted (2–0, 1 absent) to recommend that the Commission approve the proposed Sixteenth Amendment ("Amendment") to the Lease and Concession Agreement with the Authority's exclusive food and beverage concessionaire, MCS Burbank, LLC. The proposed Amendment will provide an additional 108 square feet of space for a "Grab N Go" location in Terminal A.
- e. AMENDMENT NO. 2 TO LICENSE AGREEMENT – COUNTY OF LOS ANGELES. A staff report is included in the agenda packet. At its special meeting held on July 10, 2023, the Finance and Administration Committee voted (2–0, 1 absent) to recommend that the Commission approve the proposed Amendment No. 2 to a License Agreement with the County of Los Angeles to extend the term for an additional year for the continued operation of a vaccination clinic at the Airport.
- f. WIRE TRANSFERS FOR PAYMENTS UNDER COMMERCIAL PAPER PROGRAM. A staff report is included in the agenda packet. The Authority has established a commercial paper program ("CP Program") as a part of the financing plan for the Replacement Passenger Terminal project. At its special meeting on July 10, 2023, the Finance and Administration Committee voted (2-0, 1 absent) to recommend that the Commission adopt Resolution No. 506, subject to one revision. By adopting Resolution No.506, the Commission will: (i) affirm the authorization for the use of wire transfers for the CP Program, and (ii) give



directions regarding the processing of these wire transfers and the preparation of related quarterly reports.

Pursuant to the Committee's instructions, Staff has revised the proposed Resolution No. 506 to require either the Treasurer or Auditor approval for any single wire transfer exceeding \$10 million and for combined wire transfers that exceed such amount within a 24-hour period. A copy of Resolution No. 506, with markings to show the changes, is attached to the staff report as Exhibit B.

- g. **AWARD OF PROFESSIONAL SERVICES AGREEMENTS – REPLACEMENT PASSENGER TERMINAL PROJECT.** A staff report is included in the agenda packet. At its special meeting held on August 2, 2023, the Executive Committee voted unanimously (3–0) to recommend the Commission approve new professional services agreements (“PSAs”) with seven consultants to continue their services assisting Staff, Jacobs Project Management Co. (“Jacobs”), and Holder, Pankow, TEC - A Joint Venture (“HPTJV”), with the Replacement Passenger Terminal Project (“Project”) development. Except for a shut-down during the suspension of the Project at the height of the COVID-19 pandemic, the Authority has been utilizing the following services for the project for several years: strategic planning, outreach and support services; financial feasibility, forecasting and advisory services; Passenger Facility Charge applications and implementation; and airline coordination and technical support services.

The proposed PSAs reflect support services needed through the forecasted schedule for Phase 1 of the Project (design and construction of the RPT and associated improvements) and the start of Phase 2 (demolition of the current terminal).

- h. **AWARD OF PROFESSIONAL SERVICES AGREEMENT – RELIANCE ENGINEERS, LLC.** A staff report is included in the agenda packet. Subject to the recommendation of the Legal, Government and Environmental Affairs Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to award a Professional Services Agreement to Reliance Engineers, LLC for continued technical support and advisory services in a not-to-exceed amount of \$95,000 in conjunction with the Authority's California Environmental Quality Act lawsuit against the California High-Speed Rail Authority.
- i. **JANITORIAL SERVICES TRANSITION – DIVERSE FACILITY SOLUTIONS CONTRACT AMENDMENT AND C&W FACILITY SERVICES CONTRACT AWARD.** A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to: (i) approve an amendment to the Janitorial Services Agreement with Diverse Facility Solutions, Inc., to extend the term until October 31, 2023, and increase the monthly fee; and (ii) award a 12-month Janitorial Services Agreement to C&W Facility Services Inc., which will commence on November 1, 2023. During the next 12 months, Staff will issue a Request for Proposals for a long-term janitorial services provider.
- j. **AWARD OF PROFESSIONAL SERVICES AGREEMENT – AIR SERVICE CONSULTING SERVICES.** A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately prior to the Commission meeting, Staff seeks Commission approval to award a Professional Services Agreement to Arthur D. Little, LLC (“ADL”) for continued



air service consulting services. The services to be provided by ADL are complementary to the airport marketing consulting services obtained through the contract recently awarded to Anyone Collective. The proposed cost for the proposed services are for an amount not-to-exceed \$70,000.

- k. **RENNE PUBLIC POLICY GROUP - LEGISLATIVE REPRESENTATION SERVICE CONTRACT.** A staff report is included in the agenda packet. Subject to the recommendation of the Legal, Government and Environmental Affairs Committee immediately preceding the Commission meeting, Staff seeks Commission approval to award a Professional Services Agreement ("Agreement") to Renne Public Policy Group ("RPPG") for state legislative representation services in Sacramento. The proposed Agreement will have a three-year base term and two one-year extension options for the Authority. The compensation for RPPG will be \$8,300 per month plus expenses for the first year, and may be adjusted based on CPI-changes each subsequent year up to a 5% cap.

- l. **JUNE 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 June 2023. The June 2023 passenger count of 513,921 was down 1% compared to June of 2019's 520,215 passengers. Also compared to June 2019, air carrier aircraft operations in June 2023 were down 6%, while cargo volume was down 26% at 6.4 million pounds.

- m. **JUNE 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 June 2023.

- n. **JUNE 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 June 2023.

#### 6. ITEMS FOR COMMISSION APPROVAL

- a. **COMMITTEE ASSIGNMENTS.** No staff report 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.

#### 7. ITEMS FOR COMMISSION DISCUSSION

- a. **HOLLYWOOD BURBANK AIRPORT - REPLACEMENT PASSENGER TERMINAL PROJECT – SUBCONTRACTOR PROCUREMENT OVERVIEW.** A staff report is included in the agenda packet. With the progress continuing with the development of the Replacement Passenger Terminal ("RPT") Project, this item was agendaized for Holder, Pankow, TEC - A Joint Venture ("HPTJV") to brief the Executive Committee on the contractual requirements for subcontractor trade package procurements at its special meeting on August 2, 2023, and will now be presented to the Commission. Subcontractor procurements do not require Authority approval, and this item for discussion will allow HPTJV to describe its commitment to community participation in the RPT Project.

#### 8. ITEMS FOR COMMISSION INFORMATION

- a. **STATUS OF REPLACEMENT PASSENGER TERMINAL PROJECT DASHBOARD FOR COMMISSIONERS.** No staff report attached. With input from the Executive Committee at its special meeting of August 2, 2023, Jacobs



will present to the Commission the draft of the Replacement Passenger Terminal Project dashboard specifically for the Commissioners.

- b. AIR QUALITY IMPROVEMENT PROGRAM MOU REPORT. No staff report attached. Staff and a representative from Trifiletti Consulting will update the Commission on the Memorandum of Understanding the Authority entered into with the South Coast Air Quality Management District for the implementation of certain Air Quality Improvement Plan measures to reduce emissions from airport operations at Hollywood Burbank Airport.



*Approved on August 2, 2023*

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

**WEDNESDAY, JUNE 7, 2023**

A regular meeting of the Executive Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:03 a.m., by Commissioner Gabel-Luddy.

**1. ROLL CALL**

<b>Present:</b>	Commissioners Gabel-Luddy and Williams
<b>Absent:</b>	Commissioner Najarian
<b>Also Present:</b>	Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director
	Authority Counsel: Terence Boga, Esq., Richards, Watson & Gershon
	Roger Johnson, Senior Program Manager, Jacobs Project Management Co.; Lisa Trifiletti, Trifiletti consulting; Susan F. Gray, Susan F. Gray & Co., Subconsultant to Jacobs Project Management Co.

**2. Approval of Agenda**

<b>Motion</b>	Commissioner Williams moved approval of the agenda; seconded by Commissioner Gabel-Luddy.
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<b>Motion Approved</b>	The motion was approved (2–0, 1 absent).
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**3. Public Comment**

There were no public comments.

**4. Approval of Minutes**

<b>a. March 29, 2023</b>	Commissioner Williams moved approval of the Committee minutes of the March 29, 2023 meeting, seconded by Commissioner Gabel-Luddy. There being no objection, the motion was approved (2–0, 1 absent).
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## **5. Items for Discussion**

### **a. Request to Cancel July 5, 2023 Executive Committee Meeting**

The Committee decided to hold the Executive Committee meeting scheduled for July 5, 2023.

### **b. Replacement Passenger Terminal Project – Introduction of Sustainability Options**

Lisa Trifiletti and Tami McCrossen-Orr of Trifiletti Consulting provided an informational overview of certifications and accreditations available in the building industry that may be pursued as part of the Replacement Passenger Terminal program.

### **c. Replacement Passenger Terminal Project - Art in Public Places Program**

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

### **d. Waiver Request from Certain New Parking Garage Electrification Requirements; City of Burbank Ordinance**

Staff briefed the Committee on discussions with the City of Burbank and Burbank Water and Power regarding certain requirements for new parking garages.

## **6. Items for Information**

### **a. Committee Pending Items**

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

## **7. Adjournment**

There being no further business, the meeting was adjourned at 10:50 a.m.



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

**JUNE 26, 2023**

A special 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

**Absent:**

None

**Also Present:**

Staff: Frank Miller, Executive Director;  
John Hatanaka, Senior Deputy Executive Director;  
Ray Hunting, Manager, Airport Security;  
Patrick Lammerding, Deputy Executive Director,  
Planning and Development; Tom Janowitz, Sr.  
Manager, Ground Access

**2. Approval of Agenda**

Agenda was approved as presented.

**3. Public Comment**

There were no public comments.

**4. Approval of Minutes**

**a. June 5, 2023**

A draft copy of June 5, 2023, Committee minutes was included in the agenda packet for review and approval.

**Motion**

Commissioner Gabel-Luddy moved approval of the minutes; seconded by Commissioner Hampton.

**Motion Approved**

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

**5. Items for Approval**

**a. Award of Contract  
Vehicle Barricade Equipment and  
Training Services**

Staff sought a recommendation from the Operations and Development Committee to the Commission for award of an Equipment and Training Services Agreement to MERIDIAN Rapid Defense Group Rentals LLC ("Meridian") for equipment and training services related to emergency response conditions and vehicle barricade deployment. The deployment fee is



scaled based on the amount of notice provided to Meridian.

The Committee had further questions for Staff regarding the type of barrier equipment Meridian will supply and requested that Staff return to the Committee with a follow-up report depicting the actual equipment at the Committee's next meeting.

**b. Approval of Aid-in-Construction Deposit for Temporary Construction Power - Replacement Passenger Terminal Project**

Staff sought an Operations and Development Committee recommendation to the Commission to approve payment of an aid-in-construction deposit with the City of Burbank in the amount of \$494,000 for Burbank Water and Power 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 ultimately be reconciled with BWP's actual purchase costs.

Due to the long lead time required for these items, subject to the recommendation of the Committee, this item was also placed on the Commission agenda for its consideration at its meeting immediately following the Committee's meeting.

**Motion**

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

**Motion Approved**

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

**c. Award of Contract Self-Park Management, Valet Parking and Courtesy Shuttle Services**

Staff has conducted a competitive solicitation for Self-Park Management, Valet Parking, and Courtesy Shuttle Services at the Airport. Following a comprehensive selection process, Staff sought an Operations and Development Committee recommendation to the Commission that it 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 revision, 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.

**Motion**

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

**Motion Approved**

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

**6. Items for Information**

Items for Information 6.a. and 6.b., were deferred to the Committees next meeting due to time constraints.

**a. Vehicle Acquisition Update**

**b. Airfield Mower Purchase Consideration**

**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 9:11 a.m.



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

**MONDAY, JUNE 26, 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 11:40 a.m., by Commissioner Ovrom.

**1. ROLL CALL**

**Present:** Commissioners Ovrom, Quintero, and Wilson

**Absent:** None

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

Also Present:  
Mr. Louis Choi, Managing Director, Public Resources Advisory Group

**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**

The agenda was approved as presented.

**Motion**

Commissioner Quintero moved approval; seconded by Commissioner Wilson.

**Motion Approved**

The motion was approved (3–0).

**4. Public Comment**

There were no public comments.

**5. Approval of Minutes**

**a. May 15, 2023**

A draft copy of the minutes of the meeting of May 15, 2023, were included in the agenda packet for review and approval.

**b. May 24, 2023**

A draft copy of the minutes of the special meeting of May 24, 2023, were included in the agenda packet for review and approval.



**Motion**

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

**Motion Approved**

The minutes were unanimously approved (3–0).

**6. Treasurer's Report**

**a. March 2023**

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

**Motion**

Commissioner Quintero moved approval to recommend that the Commission note and file this report; seconded by Commissioner Wilson.

**Motion approved**

The motion was unanimously approved (3–0).

**7. Item for Approval**

**a. Office Space Sublease  
Atlantic Aviation**

Staff presented to the Committee for recommendation to the Commission for approval an Office Space Sublease with Mercury Air Center - Burbank, Inc., dba Atlantic Aviation.

The proposed office space sublease will provide 2,914 sq. ft. of space in Building 3 located in the southwest quadrant of the Airport.

The office space sublease has a term of two years with three one-year extension options; the rent will be \$611.94 per month, or \$7343.28 per year.

**Motion**

Commissioner Quintero moved approval; seconded by Commissioner Wilson.

**Motion Approved**

The motion was unanimously approved (3–0).

**8. Item for Information**

**a. Commercial Paper Program  
Wire Transfer Payment  
Procedures and Authorization**

Louis Choi, Managing Director, Public Resources Advisory Group, made a presentation on the Commercial Paper ("CP") Program Wire Transfer Payment Procedures and Authorization.

**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 12:32 p.m.



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

**MONDAY, JUNE 26, 2023**

A special meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 11:37 a.m., by Commissioner Williams.

**1. ROLL CALL**

**Present:** Commissioners Williams and Talamantes

**Absent:** Commissioner Najarian

**Also Present:** Frank Miller, Executive Director

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**

Commissioner Talamantes moved approval of the May 1, 2023, and June 5, 2023 minutes; seconded by Commissioner Williams.

**b. June 5, 2023**

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



## **7. Items for Discussion**

### **a. Committee Subject Matter Jurisdiction**

The Committee members discussed the Committee's subject matter jurisdiction per Resolution No. 495.

## **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 11:45 a.m.



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

**MONDAY, JULY 10, 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, Devine, Hampton, Najarian, Wilson, Quintero

**Absent:** Commissioners Ovrom and Talamantes

**Also Present:** Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Scott Kimball, Deputy Executive Director, Operations, Business & Properties, Procurement, SMS & Parking; Nerissa Sugars, Director, Communications and Air Service; Ray Hunting, Manager, Airport Security; Tom Janowitz, Sr. Manager, Ground Access

Also Present:  
Terence R. Boga, Authority Counsel, Richards, Watson & Gershon; Susan F. Gray, Susan F. Gray & Co.; Sarah Fernandez, Artist; Michael Fiore, Co-Founder, Chief Brand Officer, Anyone™ Collective; Tami McCrosen-Orr, Program Director, Trifiletti Consulting; Roger Johnson, Executive Program Manager, Jacobs Program Management Co.

**2. PLEDGE OF ALLEGIANCE**

Chief Edward Skvarna led the pledge of Allegiance.

**3. APPROVAL OF AGENDA**

The agenda was approved as presented.

**MOTION**

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

**MOTION APPROVED**

The motion was approved (7–0, 2 absent).

**AYES:** Commissioners Williams, Devine Gabel-Luddy, Hampton, Najarian, Wilson, Quintero



NOES: None

ABSENT: Commissioners Ovrom and  
Talamantes

**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.)*

There were no public comments. Paul Dyson was presented a plaque for his service on the Commission (March 2022 – May 2023).

**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**

Approved minutes of the June 5, 2023, Operations and Development Committee meeting were included in the agenda packet for information purposes.

**2) Finance and Administration Committee**

**(i) May 15, 2023**

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

**(ii) May 24, 2023**

Approved minutes of the May 24, 2023, Finance and Administration Committee special meeting were included in the agenda packet for information purposes.

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

**(i) May 1, 2023**

Approved minutes of the May 1, 2023, Legal, Government and Environmental Affairs Committee meeting were included in the agenda packet for information purposes.

**(ii) June 5, 2023**

Approved minutes of the June 5, 2023, Legal, Government and Environmental Affairs Committee meeting were included in the agenda packet for information purposes.



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

**1) June 26, 2023**

A copy of the draft minutes of the June 26, 2023, Commission meeting were included in the agenda packet for review and approval.

**c. Treasurer's Report**

**1) March 2023**

At its meeting on June 26, 2023, the Finance and Administration Committee reviewed the March 2023 Treasurer's Report and voted unanimously (3–0) to accept the report and recommend to the Commission for note and file.

**d. Office Space Sublease – Atlantic Aviation**

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

The term of the office space lease will be for two years with three one-year extension options and will rent for \$511.94 per month or \$7,343 per year.

**e. Award of Contract – Vehicle Barricade Equipment and Training Services**

At its meeting held immediately prior to the Commission meeting, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission award an Equipment and Training Services Agreement to Meridian Rapid Defense Group Rentals LLC for equipment and training services related to emergency response conditions and vehicle barricade deployment.

The contract is for a three-year base term from July 10, 2023, to July 9, 2026, with two one-year extension options. The total cost for the base term will be \$180,000 plus a fee for actual deployments which is based on the amount of notice provided to Meridian.

**f. Award of Contract - Self-Park Management, Valet Parking and Courtesy Shuttle Services**

*This item was pulled by Commissioner Wilson to be discussed under Item No. 8 Items Pulled from Consent Calendar.*

**g. Award of Professional Services Agreement – Airport Marketing Consulting Services**

At its meeting held immediately prior to the Commission meeting, the Operations and Development Committee voted unanimously



(3–0) to recommend that the Commission approve a Professional Services Agreement to Anyone Collective, LLC for airport marketing consulting services, website support and media purchases.

These services, which include continued branding, marketing, and advertising efforts of Hollywood Burbank Airport, 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 was a presentation citing the passenger and air cargo statistics for the month of May 2023.

**i. May 2023 Ground Transportation Statistics**

Included in the agenda packet was a presentation citing the parking revenue data for the month of May 2023.

**j. May 2023 Parking Revenue Statistics**

Included in the agenda packet was a presentation citing the parking revenue data for the month of May 2023.

**MOTION**

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

**MOTION APPROVED**

The motion was approved (7–0, 2 absent).

AYES: Commissioners Williams, Devine  
Gabel-Luddy, Hampton, Najarian,  
Wilson, Quintero

NOES: NONE

ABSENT: Commissioners Ovrom and  
Talamantes

**6. ITEMS FOR COMMISSION APPROVAL**

**a. Election of Officers**

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 recommended that the Commission elect or re-elect all of its officers,



including an Assistant Secretary, Treasurer and Auditor.

**MOTION**

Commission Hampton nominated Commissioner Williams as President; Commissioner Devine nominated Commissioner Najarian as Vice President; Commissioner Quintero nominated Commissioner Talamantes as Secretary

**MOTION APPROVED**

Commissioner Quintero moved the nominations; seconded by Commissioner Wilson. There being no objection, the motion was approved (7-0, 2 absent).

AYES: Commissioners Williams, Devine Gabel-Luddy, Hampton, Najarian, Wilson, Quintero

NOES: NONE

ABSENT: Commissioners Ovrom and Talamantes

Newly elected President Williams presented Commissioner Gabel-Luddy a plaque in appreciation of her service as Commission President for FY 2022-2023.

Staff requested nominations for the positions of Treasurer. Auditor and Assistant Secretary.

Commissioner Quintero nominated Commissioner Wilson as Auditor; seconded by Commissioner Najarian; and also nominated Commissioner Hampton as Treasurer and Frank Miller to remain as Assistant Secretary.

There being no objection, the motion was approved (7-0, 2 absent).

AYES: Commissioners Williams, Devine Gabel-Luddy, Hampton, Najarian, Wilson, Quintero

NOES: NONE

ABSENT: Commissioners Ovrom and Talamantes



**b. Committee Assignments**

President Williams announced that Committee assignments will remain in place until the next regularly scheduled meeting in August when new assignments will be decided.

**c. Replacement Passenger Terminal Artwork Procurement Program - Authorization for Request for Proposals for Sculpture Solicitations Preliminary Consideration of Additional Artwork Opportunity**

In order to satisfy the City of Burbank's Art in Public Places requirement, Staff along with Jacobs Management Co. and Susan F. Gray & Co., have implemented an artwork procurement program for the Replacement Passenger Terminal. As such, the Commission's authorization was sought for the issuance of two Request for Proposals to short-listed artists, one for an exterior plaza sculpture and one for an interior suspended sculpture.

Ms. Susan Gray, Susan F. Gray & Co., made a presentation at the Commission meeting on June 26, 2023. At that time, the Commission directed the team to place this item on the July 10<sup>th</sup> agenda to allow for additional deliberation and further notice to the public.

After reaching out to representatives of art programs in the cities of Burbank, Glendale and Pasadena, Ms. Gray returned with an updated Request for Proposals with three additional artists to be considered for the project.

**MOTION**

Commissioner Wilson moved the motion; seconded by Commissioner Gabel-Luddy.

**MOTION APPROVED**

The motion was approved (6-1, 2 absent)

AYES: Commissioners Williams, Devine Gabel-Luddy, Najarian, Wilson, Quintero

NOES: Commissioner Hampton

ABSENT: Commissioners Ovrom and Talamantes

**d. Regional Intermodal Transportation Center – Public Artwork Design Concept Selections**

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



In April 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 in satisfaction of the City of Burbank's Art in Public Places ordinance (Burbank Municipal Code Section 10-1-1114).

Staff advised the Commission of the process of voting for a selection of three sets of six conceptual designs for public artwork to be displayed on the six panels of the RITC. Ms. Fernandez, along with Anyone Collective, made the presentation.

After viewing the presentation, the Commission requested that minor changes be made. Two votes were taken – one for Branding and the other for the Panel concept. Ms. Fernandez will implement the changes and return to the Commission at a future meeting for its approval.

**MOTION**

Commissioner Wilson moved approval of the Branding; seconded by Commissioner Hampton.

**MOTION APPROVED**

The motion was approved (7–0, 2 absent)

AYES: Commissioners Williams, Devine Gabel-Luddy, Hampton, Najarian, Wilson, Quintero

NOES: None

ABSENT: Commissioners Ovrom and Talamantes

**MOTION**

Commissioner Gabel-Luddy moved approval of the Panel; seconded by Commissioner Hampton.

**MOTION APPROVED**

The motion was approved (7–0, 2 absent)

AYES: Commissioners Williams, Devine Gabel-Luddy, Hampton, Najarian, Wilson, Quintero

NOES: None



ABSENT: Commissioners Ovrom and  
Talamantes

## 7. ITEMS FOR COMMISSION DISCUSSION

- a. **Replacement Passenger Terminal Project – Introduction of Sustainability Options**
- Staff introduced Tami McCrosen-Orr, Program Director, Trifiletti Consulting, and Roger Johnson, Executive Program Manager, Jacobs Management Company, who made a presentation to the Commission on sustainability options available for the Replacement Passenger Terminal project.

## 8. ITEMS PULLED FROM CONSENT CALENDAR

- 5.f. **Award of Contract – Self-Park Management, Valet Parking and Courtesy Shuttle Service**
- At its meeting held on June 26, 2023, the Operations and Development 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, L.L.C.

The Agreement has a 60-month term which begins October 1, 2023, ending September 30, 2028. The first year is budgeted at \$7,547,764. Ace’s total operating budget will be \$41,705,102 for the full contract term, with a management fee of \$266,378. The operating budget is subject to change based on changes in the Authority’s parking and shuttle operation needs as parking configurations occur during construction of the Replacement Passenger Terminal.

### MOTION

Commissioner Wilson moved approval;  
seconded by Commissioner Quintero.

### MOTION APPROVED

The motion was approved (5–0, 4 absent)

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

NOES: NONE

ABSENT: Commissioners Ovrom,  
Talamantes, Najarian and  
Hampton

## 9. EXECUTIVE DIRECTOR COMMENTS

The Executive Director informed the Commission of service levels being suspended by Southwest Airlines to San



Francisco Airport from Hollywood Burbank Airport.

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

Commissioner Wilson commented on the Executive Director's comment regarding suspended service by Southwest Airlines to San Francisco Airport from Hollywood Burbank Airport.

**11. PUBLIC COMMENT**

There were no public comments.

**12. ADJOURNMENT**

The meeting was adjourned at 11:19 a.m.

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Felicia Williams, President

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Ara Najarian, Secretary

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Date

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Date





August 28, 2023

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

Dear Commissioners:

The attached report, covering the month of April 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

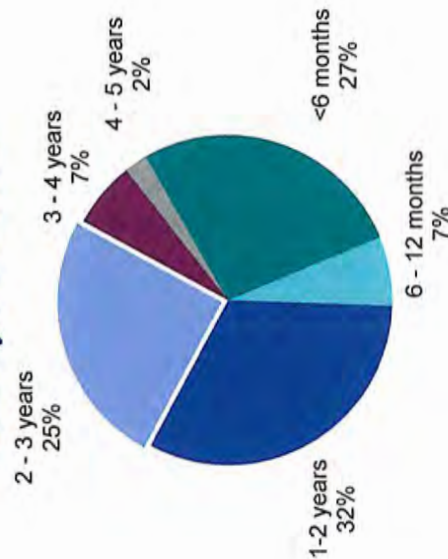
Attachments



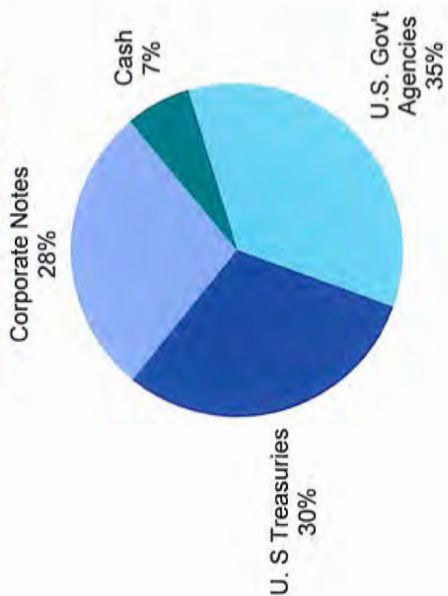
# Operating Portfolio Investment Guidelines Conformance as of April 30, 2023

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	3.62 Years	70%	35%
Corporate Notes	5 Years	4.46 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%	6%
U.S. Gov Securities (Treasuries)	5 Years	4.17 Years	No Limit	30%

## Maturity Distribution



## Sector Allocation

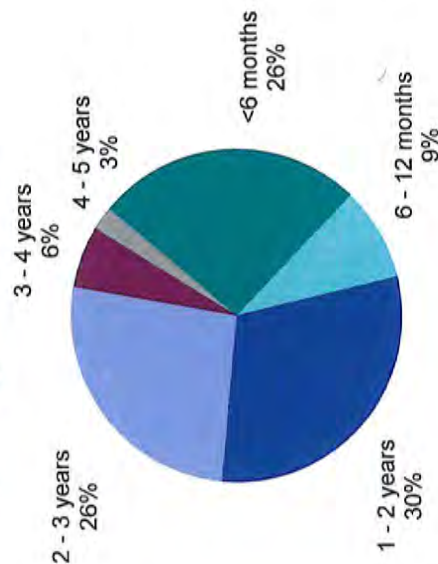




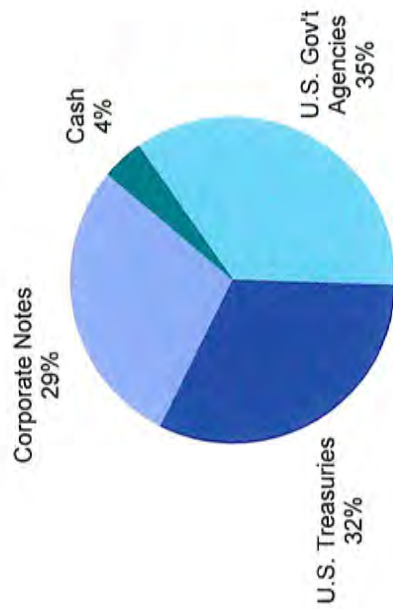
# PFC Portfolio Investment Guidelines Conformance as of April 30, 2023

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	3.62 Years	70%	35%
Corporate Notes	5 Years	4.46 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%	4%
U.S. Gov Securities (Treasuries)	5 Years	4.17 Years	No Limit	32%

## Maturity Distribution



## Sector Allocation





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

**Statement of Investments**

As of 04/30/23

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
04/30/23	Dreyfus Treasury	BAX99MM47	0.000	04/30/23	04/30/23	\$ 14,824,117	\$ 14,824,117	\$ 14,824,117	\$ -	5.10%	0	5.86%
02/16/22	Chevron Corp	166764BU3	2.300	05/11/23	05/11/23	1,700,000	1,715,045	1,699,745	(15,300)	6.12%	11	0.67%
02/24/22	3M Co	88579YBE0	1.710	02/14/24	05/14/23	1,625,000	1,628,055	1,622,953	(5,102)	5.90%	14	0.64%
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	05/15/23	1,800,000	1,874,460	1,797,804	(76,656)	5.16%	15	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	1,223,310	(1,240)	5.25%	15	0.48%
05/02/22	Treasury Note	912828ZP8	0.130	05/15/23	05/15/23	5,500,000	5,384,317	5,489,880	105,563	4.05%	15	2.17%
03/03/22	Truist Financial Corp	89788MAF9	2.285	06/09/25	05/31/23	2,100,000	2,089,173	2,017,827	(71,346)	7.41%	31	0.80%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	1,250,000	1,234,086	1,246,413	12,327	5.83%	32	0.49%
08/10/22	Treasury Note	912828ZU7	0.250	06/15/23	06/15/23	5,500,000	5,364,258	5,467,550	103,292	4.75%	46	2.16%
02/19/20	Federal Home Loan Mortgage Corp	3137EAEN5	2.750	06/19/23	06/19/23	6,250,000	6,718,056	6,231,500	(486,556)	4.81%	50	2.46%
03/14/22	FNMA	3135G05G4	0.250	07/10/23	07/10/23	4,000,000	3,929,320	3,963,760	34,440	4.82%	71	1.57%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	07/22/23	1,000,000	990,650	990,530	(120)	5.67%	83	0.39%
01/31/22	Treasury Note	91282CCN9	0.130	07/31/23	07/31/23	4,500,000	4,432,793	4,443,030	10,237	5.06%	92	1.76%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	08/04/23	1,250,000	1,111,613	1,121,800	10,187	5.24%	96	0.44%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	5,050,000	5,296,103	5,010,408	(285,695)	5.00%	135	1.98%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	6,775,000	7,065,870	6,719,919	(345,951)	4.82%	153	2.66%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	10/18/23	1,000,000	1,025,031	1,028,500	3,469	5.37%	171	0.41%
03/16/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	3,200,000	3,479,090	3,163,264	(315,826)	4.87%	214	1.25%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	2,250,000	2,321,258	2,222,280	(98,978)	5.37%	268	0.88%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	1,750,000	1,882,594	1,730,400	(152,194)	5.08%	288	0.68%
12/10/21	Treasury Note	91282CBM2	0.130	02/15/24	02/15/24	1,725,000	1,702,562	1,660,985	(41,577)	4.91%	291	0.66%
04/10/21	Metlife Inc	59156RBH0	3.600	04/10/24	04/10/24	1,750,000	1,897,945	1,721,650	(176,295)	5.37%	346	0.68%
06/22/20	Comcast Corporation	20030NCR0	3.700	04/15/24	04/15/24	1,800,000	1,972,081	1,778,364	(193,717)	4.99%	351	0.70%
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	2,000,000	2,144,538	1,963,780	(180,758)	5.20%	381	0.78%
01/18/22	Target Corporation	87612EBD7	3.500	07/01/24	07/01/24	1,750,000	1,831,278	1,728,405	(102,873)	4.59%	428	0.68%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	1,900,000	2,025,714	1,860,594	(165,120)	4.63%	453	0.74%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	1,600,000	1,646,699	1,553,136	(93,563)	4.65%	473	0.61%
06/30/21	Treasury Note	912828ZU3	1.875	08/31/24	08/31/24	13,000,000	13,567,227	12,554,100	(1,013,127)	4.54%	489	4.96%
05/20/21	United Parcel Service	911312BT2	2.200	09/01/24	09/01/24	1,571,000	1,637,949	1,521,152	(116,797)	4.67%	490	0.60%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	2,000,000	2,150,631	1,925,140	(225,491)	5.94%	549	0.76%
01/27/22	FHLB	3130A3GE8	2.750	12/13/24	12/13/24	2,200,000	2,281,046	2,138,048	(142,998)	4.57%	593	0.85%
01/27/22	Treasury Note	91282CDN8	1.000	12/15/24	12/15/24	2,000,000	1,977,266	1,897,500	(79,766)	4.28%	595	0.75%
06/25/20	Wisconsin Electric Power Company	976656CLO	2.050	12/15/24	12/15/24	1,450,000	1,518,887	1,391,565	(127,322)	4.64%	595	0.55%



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

**Statement of Investments**

As of 04/30/23

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	1,458,026	(78,509)	4.43%	617	0.58%
12/10/21	Federal National Mortgage Association	3135GDX24	1.630	01/07/25	01/07/25	1,500,000	1,527,600	1,434,180	(93,420)	4.34%	618	0.57%
05/11/22	Apple Inc	037833DF4	2.750	01/13/25	01/13/25	1,700,000	1,691,920	1,659,183	(32,737)	4.22%	624	0.66%
03/29/21	US Bank NA/Cincinnati	90331HPL1	2.050	01/21/25	01/21/25	2,000,000	2,069,895	1,895,400	(174,495)	5.25%	632	0.75%
09/15/22	Merck & Co Inc	58933YAR6	2.750	02/10/25	02/10/25	1,825,000	1,770,464	1,776,291	5,827	4.32%	652	0.70%
10/01/20	FHLMC Reference Note	3137EAP0	1.500	02/12/25	02/12/25	7,000,000	7,082,816	6,674,920	(407,896)	4.22%	654	2.64%
03/04/22	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,750,000	1,753,833	1,671,723	(82,110)	4.32%	667	0.66%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	1,825,000	1,939,204	1,772,075	(167,129)	4.35%	676	0.70%
08/05/20	FHLB	3130A4CH3	2.380	03/14/25	03/14/25	250,000	273,060	241,273	(31,787)	4.33%	684	0.10%
08/05/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	1,875,000	2,048,908	1,825,969	(222,939)	4.62%	685	0.72%
05/12/20	Intel Corp	458140BP4	3.400	03/25/25	03/25/25	1,000,000	1,106,180	983,020	(123,160)	4.34%	695	0.39%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	2,300,000	2,287,242	2,150,040	(137,202)	4.06%	701	0.85%
05/05/20	Florida Power & Light Company	341081FZ5	2.850	04/01/25	04/01/25	1,000,000	1,086,930	970,640	(116,290)	4.46%	702	0.38%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	250,000	274,895	243,805	(31,090)	4.61%	702	0.10%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	7,000,000	7,032,434	6,527,290	(505,144)	4.12%	715	2.58%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	1,800,000	1,770,312	1,750,482	(19,830)	4.17%	716	0.69%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	9,500,000	9,317,379	8,859,605	(457,774)	4.20%	723	3.50%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	1,800,000	1,801,335	1,765,314	(36,021)	4.40%	744	0.70%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	1,400,000	1,514,257	1,373,134	(141,123)	4.49%	746	0.54%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	1,700,000	1,751,887	1,667,581	(84,306)	4.43%	751	0.66%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	2,000,000	1,956,882	1,865,020	(91,862)	4.22%	759	0.74%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	1,400,000	1,388,338	1,373,736	(14,602)	4.43%	777	0.54%
08/05/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	9,000,000	8,958,043	8,317,980	(640,063)	3.92%	792	3.29%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	3,500,000	3,389,531	3,427,795	38,264	3.96%	807	1.36%
11/19/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	625,000	690,233	615,331	(74,902)	4.43%	821	0.24%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	2,000,000	2,225,136	1,943,100	(282,036)	4.87%	841	0.77%
09/25/20	FNMA Benchmark Note	3135G05X7	0.375	08/25/25	08/25/25	3,500,000	3,493,350	3,215,590	(277,760)	4.07%	848	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	1,349,150	(11,552)	4.50%	855	0.53%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	1,800,000	1,800,980	1,788,480	(12,500)	4.34%	862	0.71%
09/29/22	FFCB	3133ENP5	4.250	09/30/25	09/30/25	7,000,000	6,978,380	7,021,699	43,319	4.11%	884	2.78%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	12,000,000	11,848,980	11,022,720	(826,260)	3.92%	922	4.36%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	1,784,000	1,840,277	1,757,882	(82,395)	4.12%	991	0.70%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,750,000	1,582,610	1,590,103	7,493	4.26%	1004	0.63%



**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Investments**  
**As of 04/30/23**

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
12/23/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	1,500,000	1,340,605	1,369,455	28,850	3.76%	1035	0.54%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	3,900,000	3,541,043	3,563,157	22,114	4.20%	1040	1.41%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	1,875,000	1,899,597	1,727,250	(172,347)	4.46%	1045	0.68%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	7,250,000	7,189,318	7,278,130	88,812	3.98%	1048	2.88%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	1,625,000	1,672,301	1,539,671	(132,630)	4.49%	1097	0.61%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,760	936,010	(115,750)	3.92%	1230	0.37%
03/01/23	Pepsico Inc.	713448DN5	2.380	10/06/26	10/06/26	1,100,000	1,012,439	1,043,064	30,625	4.00%	1255	0.41%
02/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	5,000,000	4,652,226	4,726,950	74,724	3.66%	1295	1.87%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	3,800,000	3,910,845	3,576,560	(334,285)	3.88%	1321	1.41%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	5,500,000	4,850,956	4,908,310	57,354	3.59%	1431	1.94%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	5,000,000	4,378,710	4,408,199	29,489	3.58%	1522	1.74%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	1,000,000	925,899	951,139	25,240	4.16%	1629	0.38%
	<b>Subtotal</b>					<b>\$ 242,594,117</b>	<b>\$ 243,520,489</b>	<b>\$ 233,725,841</b>	<b>\$ (9,794,648)</b>	<b>4.49%</b>	<b>588</b>	<b>92.41%</b>
	Local Agency Investment Fund (LAIF)					19,449,547	19,449,547	19,186,977	(262,570)	2.83%	275	7.59%
	<b>Subtotal</b>					<b>\$ 262,043,664</b>	<b>\$ 262,970,036</b>	<b>\$ 252,912,818</b>	<b>\$ (10,057,218)</b>	<b>4.07%</b>	<b>564</b>	<b>100.00%</b>
	Operating Bank Balance					20,003,149						
	<b>TOTAL</b>						<b>\$ 282,973,185</b>					



**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Purchases - Maturities - Sales**  
**As of 04/30/23**

[illegible]

MATURITIES								
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
09/30/22	Treasury Note	912828ZH6	0.250	04/15/23	\$ 5,500,000.00	98.07813	\$ 5,394,297.00	\$ 105,703.00
12/03/19	Treasury Note	9128284L1	2.750	04/30/23	6,850,000.00	103.72234	7,104,980.50	(254,980.50)
TOTAL MATURITIES						\$ 12,350,000.00	\$ 12,499,277.50	\$ (149,277.50)

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 - Operating Account**

**Earnings Report**

04/01/23-04/30/23

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amt/Accrt For Period	Adjusted Total Int. Earned
<b>FIXED INCOME</b>										
Treasury Note	NOTE	0.250	04/15/23	6,346.15	6,875.00	-	-	528.85	-	528.85
Treasury Note	NOTE	2.750	04/30/23	79,096.69	94,187.50	-	-	15,090.81	-	15,090.81
Chevron Corp	NOTE	2.300	05/11/23	12,811.90	-	-	20,989.71	8,177.81	(1,009.73)	7,168.08
Loews Corporation	NOTE	2.625	05/15/23	17,850.00	-	-	21,787.50	3,937.50	(2,389.53)	1,547.97
Public Service Electric And Gas	NOTE	2.375	05/15/23	10,990.97	-	-	13,415.45	2,424.48	162.12	2,586.60
Treasury Note	NOTE	0.130	05/15/23	2,601.86	-	-	3,171.62	569.76	9,835.15	10,404.91
Simon Property Group LP	NOTE	2.750	06/01/23	11,458.33	-	-	14,322.92	2,864.59	286.83	3,151.42
Treasury Note	NOTE	0.250	06/15/23	4,041.90	-	-	5,175.14	1,133.24	13,991.13	15,124.37
Federal Home Loan Mortgage Corp	NOTE	2.750	06/19/23	48,697.92	-	-	63,020.83	14,322.91	(12,503.73)	1,819.18
FNMA	NOTE	0.250	07/10/23	2,250.00	-	-	3,083.33	833.33	4,464.00	5,297.33
Treasury Note	NOTE	0.130	07/31/23	932.32	-	-	1,398.48	466.16	3,822.22	4,288.38
FNMA	NOTE	2.875	09/12/23	7,662.67	-	-	19,761.63	12,098.96	(5,735.95)	6,363.01
Treasury Note	NOTE	2.875	09/30/23	532.19	-	-	16,497.87	15,965.68	(6,011.91)	9,953.77
Treasury Note	NOTE	2.875	11/30/23	30,835.16	-	-	38,417.58	7,582.42	(6,296.95)	1,285.47
Citibank NA	NOTE	3.650	01/23/24	15,512.50	-	-	22,356.25	6,843.75	(1,508.54)	5,335.21
IBM Corp	NOTE	3.625	02/12/24	8,634.55	-	-	13,921.01	5,286.46	(3,947.44)	1,339.02
3M Co	NOTE	1.710	02/14/24	10,733.75	-	-	17,734.02	7,000.27	(142.98)	6,857.29
Treasury Note	NOTE	0.130	02/15/24	268.04	-	-	446.74	178.70	847.80	1,026.50
MelLife Inc	NOTE	3.600	04/10/24	29,925.00	31,500.00	-	3,675.00	5,250.00	(4,306.21)	943.79
Comcast Corporation	NOTE	3.700	04/15/24	30,710.00	33,300.00	-	2,960.00	5,550.00	(3,917.51)	1,632.49
Bank of New York Mellon Corp	NOTE	3.400	05/15/24	25,688.89	-	-	31,355.56	5,666.67	(4,010.27)	1,656.40
Target Corporation	NOTE	3.500	07/01/24	15,312.50	-	-	20,416.67	5,104.17	(2,754.44)	2,349.73
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	9,948.61	-	-	14,540.28	4,591.67	(2,860.90)	1,730.77
Honeywell International Inc	NOTE	2.300	08/15/24	4,702.22	-	-	7,768.89	3,066.67	(920.81)	2,145.86
Treasury Note	NOTE	1.875	08/31/24	21,195.65	-	-	41,066.58	19,870.93	(14,707.69)	5,163.24
United Parcel Service	NOTE	2.200	09/01/24	2,880.17	-	-	5,760.33	2,880.16	(1,779.13)	1,101.03
PNC Funding Corp	NOTE	3.300	10/30/24	27,683.33	33,000.00	-	183.33	5,500.00	(3,534.55)	1,965.45
FHLB	NOTE	2.750	12/13/24	18,150.00	-	-	23,191.67	5,041.67	(2,349.15)	2,692.52
Treasury Note	NOTE	1.000	12/15/24	5,879.12	-	-	7,527.47	1,648.35	648.32	2,296.67
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	8,752.36	-	-	11,229.44	2,477.08	(1,336.93)	1,140.15
FFCB	NOTE	1.130	01/06/25	4,090.63	-	-	5,534.38	1,443.75	96.70	1,540.45
Federal National Mortgage Association	NOTE	1.630	01/07/25	5,687.50	-	-	7,718.75	2,031.25	(750.00)	1,281.25
Apple Inc	NOTE	2.750	01/13/25	10,129.17	-	-	14,025.00	3,895.83	252.50	4,148.33



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

**Earnings Report**  
04/01/23-04/30/23

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
US Bank NA/Cincinnati	NOTE	2.050	01/21/25	7,972.22	-	-	11,388.89	3,416.67	(1,582.58)	1,834.09
Merck & Co Inc	NOTE	2.750	02/10/25	7,109.90	-	-	11,292.19	4,182.29	1,900.21	6,082.50
FHLMC Reference Note	NOTE	1.500	02/12/25	14,291.67	-	-	23,041.67	8,750.00	(2,042.08)	6,707.92
FFCB	NOTE	1.750	02/25/25	3,062.50	-	-	5,614.58	2,552.08	(107.65)	2,444.43
Exxon Mobil Corp	NOTE	2.709	03/06/25	3,433.28	-	-	7,553.22	4,119.94	(2,315.40)	1,804.54
FHLB	NOTE	2.380	03/14/25	280.38	-	-	775.17	494.79	(417.25)	77.54
Ace InA Holdings Inc	NOTE	3.150	03/15/25	2,625.00	-	-	7,546.88	4,921.88	(3,304.31)	1,617.57
Intel Corp	NOTE	3.400	03/25/25	566.67	-	-	3,400.00	2,833.33	(1,810.58)	1,022.75
Treasury Note	NOTE	0.050	03/31/25	31.42	-	-	974.04	942.62	299.71	1,242.33
Florida Power & Light Company	NOTE	2.850	04/01/25	-	-	-	2,375.00	2,375.00	(1,471.36)	903.64
General Dynamics Corporation	NOTE	3.250	04/01/25	-	-	-	677.08	677.08	(502.50)	174.58
Federal Home Loan Banks	NOTE	0.500	04/14/25	16,236.11	17,500.00	-	1,652.78	2,916.67	(603.36)	2,313.31
Home Depot Inc	NOTE	2.700	04/15/25	22,410.00	24,300.00	-	2,160.00	4,050.00	48,697.92	52,747.92
FNMA	NOTE	0.630	04/22/25	26,223.96	29,687.50	-	1,484.38	4,947.92	5,075.00	10,022.92
Caterpillar Financial Services	NOTE	3.400	05/13/25	23,460.00	-	-	28,560.00	5,100.00	(22.84)	5,077.16
General Dynamics Corporation	NOTE	3.500	05/15/25	18,511.11	-	-	22,594.44	4,083.33	(2,327.83)	1,755.50
Qualcomm Incorporated	NOTE	3.450	05/20/25	21,342.08	-	-	26,229.58	4,887.50	(1,297.51)	3,589.99
Pfizer Inc	NOTE	0.800	05/28/25	5,466.67	-	-	6,800.00	1,333.33	1,121.44	2,454.77
Truist Financial Corp	NOTE	2.285	06/09/25	6,261.59	-	-	15,911.25	9,649.66	-	9,649.66
Cisco Systems Inc	NOTE	3.500	06/15/25	14,427.78	-	-	18,511.11	4,083.33	338.12	4,421.45
Treasury Note	NOTE	0.250	06/30/25	5,656.08	-	-	7,520.72	1,864.64	750.62	2,615.26
Treasury Note	NOTE	3.000	07/15/25	22,044.20	-	-	30,745.86	8,701.66	3,261.87	11,963.53
Intel Corp	NOTE	3.700	07/29/25	3,982.64	-	-	5,909.72	1,927.08	(1,231.79)	695.29
State Street Corporation	NOTE	3.550	08/18/25	8,480.56	-	-	14,397.22	5,916.66	(3,993.26)	1,923.40
FNMA Benchmark Note	NOTE	0.375	08/25/25	1,312.50	-	-	2,406.25	1,093.75	112.90	1,206.65
Burlington Northern Santa Fe LLC	NOTE	3.650	09/01/25	4,182.29	-	-	8,364.58	4,182.29	379.08	4,561.37
John Deere Capital Corp	NOTE	4.050	09/08/25	4,657.50	-	-	10,732.50	6,075.00	(26.71)	6,048.29
FFCB	NOTE	4.250	09/30/25	826.39	-	-	25,618.06	24,791.67	606.26	25,397.93
FNMA Benchmark Note	NOTE	0.500	11/07/25	24,000.00	-	-	29,000.00	5,000.00	3,189.17	8,189.17
Lockheed Martin Corporation	NOTE	3.550	01/15/26	13,370.09	-	-	18,647.76	5,277.67	(979.50)	4,298.17
FHLB	NOTE	0.700	01/28/26	2,143.75	-	-	3,164.58	1,020.83	4,615.53	5,636.36
Treasury Note	NOTE	0.500	02/28/26	652.17	-	-	1,263.59	611.42	4,190.17	4,801.59
FHLB	NOTE	0.960	03/05/26	2,704.00	-	-	5,824.00	3,120.00	9,572.19	12,692.19
Prudential Financial Inc	NOTE	1.500	03/10/26	1,640.63	-	-	3,984.38	2,343.75	(452.25)	1,891.50



**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Earnings Report**  
**04/01/23-04/30/23**

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
FHLB	NOTE	4.130	03/13/26	44,028.65	-	-	68,950.52	24,921.87	1,651.97	26,573.84
Sierra Pacific Power	NOTE	2.600	05/01/26	17,604.17	21,125.00	-	-	3,520.83	(841.90)	2,678.93
Bank of America Corp	NOTE	4.830	07/22/26	9,251.75	-	-	13,274.25	4,022.50	221.04	4,243.54
FHLB	NOTE	1.880	09/11/26	1,041.67	-	-	2,604.17	1,562.50	(864.12)	698.38
Pepsico Inc.	NOTE	2.380	10/06/26	12,699.65	13,062.50	-	1,814.24	2,177.09	2,031.55	4,208.64
Morgan Stanley	NOTE	6.140	10/16/26	27,791.50	30,519.55	-	2,557.50	5,285.55	(552.75)	4,732.80
Treasury Note	NOTE	2.000	11/15/26	37,845.30	-	-	46,132.60	8,287.30	7,652.54	15,939.84
FHLB	NOTE	2.130	12/11/26	24,673.61	-	-	31,402.78	6,729.17	(1,881.94)	4,847.23
JP Morgan Chase & CO	NOTE	1.040	02/04/27	2,058.33	-	-	3,141.67	1,083.34	2,869.13	3,952.47
Treasury Note	NOTE	0.630	03/31/27	93.92	-	-	2,911.54	2,817.62	12,818.49	15,636.11
Treasury Note	NOTE	0.500	06/30/27	6,284.53	-	-	8,356.35	2,071.82	11,894.49	13,966.31
Unitedhealth Group Inc	NOTE	2.950	10/15/27	13,602.78	14,750.00	-	1,311.11	2,458.33	1,324.79	3,783.12
<b>Subtotal</b>				<b>\$ 978,333.05</b>	<b>\$ 349,807.05</b>	<b>\$ -</b>	<b>\$ 1,021,031.64</b>	<b>\$ 392,505.64</b>	<b>\$ 47,577.14</b>	<b>\$ 440,082.78</b>
<b>CASH EQUIVALENTS</b>										
Dreyfus Treasury				-	23,787.42	-	-	23,787.42	-	23,787.42
<b>Subtotal</b>				<b>\$ -</b>	<b>\$ 23,787.42</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,787.42</b>	<b>\$ -</b>	<b>\$ 23,787.42</b>
<b>LAIF</b>										
Local Agency Investment Fund				130,209.22	130,209.22	-	45,726.04	45,726.04	-	45,726.04
<b>TOTAL</b>				<b>\$ 1,108,542.27</b>	<b>\$ 503,803.69</b>	<b>\$ -</b>	<b>\$ 1,066,757.68</b>	<b>\$ 462,019.10</b>	<b>\$ 47,577.14</b>	<b>\$ 509,596.24</b>



**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 04/30/23**

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
04/30/23	Dreyfus Trsy Sec CM Investor	09248U718	0.000	04/30/23	04/30/23	\$ 2,309,289	\$ 2,309,289	\$ 2,309,289	\$ -	5.10%	0	4.11%
02/16/22	Chevron Corp	166764BU3	2.300	05/11/23	05/11/23	400,000	403,540	399,940	(3,600)	6.12%	11	0.71%
02/24/22	3M Co	88579YBE0	1.710	02/14/24	05/14/23	375,000	375,705	374,528	(1,177)	5.90%	14	0.67%
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	05/15/23	425,000	441,638	424,482	(17,156)	5.16%	15	0.76%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	300,000	302,050	299,586	(2,464)	5.25%	15	0.53%
05/02/22	Treasury Note	912828ZP8	0.130	05/15/23	05/15/23	800,000	783,406	798,528	15,122	4.05%	15	1.42%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	300,000	298,333	299,139	806	5.83%	32	0.53%
02/19/20	FHLMC	3137EAE5	2.750	06/19/23	06/19/23	1,875,000	1,984,696	1,869,450	(115,246)	4.81%	50	3.33%
03/03/22	Truist Financial Corp	89788MAF9	2.280	06/09/25	06/30/23	500,000	497,792	480,435	(17,357)	7.41%	61	0.86%
03/14/22	FNMA	3135G05G4	0.250	07/10/23	07/10/23	1,200,000	1,178,796	1,189,128	10,332	4.82%	71	2.12%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	07/22/23	350,000	346,728	346,686	(42)	5.67%	83	0.62%
01/31/22	Treasury Note	91282CCN9	0.130	07/31/23	07/31/23	2,000,000	1,971,406	1,974,680	3,274	5.06%	92	3.52%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	08/04/23	600,000	533,574	538,464	4,890	5.24%	96	0.96%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	1,400,000	1,464,189	1,389,024	(75,165)	5.00%	135	2.48%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	1,875,000	1,959,890	1,859,756	(100,134)	4.82%	153	3.31%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	10/16/23	275,000	281,877	282,838	961	5.37%	171	0.50%
02/19/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	800,000	856,141	790,816	(65,325)	4.87%	214	1.41%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	550,000	557,000	543,224	(13,776)	5.37%	268	0.97%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	410,000	441,862	405,408	(36,454)	5.08%	288	0.72%
04/30/21	Treasury Note	91282CBM2	0.125	02/15/24	02/15/24	1,750,000	1,737,221	1,685,058	(52,163)	4.91%	291	3.00%
04/26/21	Melville Inc	59158RBH0	3.600	04/10/24	04/10/24	425,000	460,084	418,115	(41,969)	5.37%	346	0.75%
09/25/20	Comcast Corporation	20030NCR0	3.700	04/15/24	04/15/24	425,000	465,452	419,892	(45,560)	4.99%	351	0.75%
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	475,000	510,244	466,398	(43,846)	5.20%	381	0.83%
01/18/22	Target Corporation	87612EBD7	3.500	07/01/24	07/01/24	425,000	446,008	419,756	(26,252)	4.59%	428	0.75%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	450,000	480,768	440,667	(40,101)	4.63%	453	0.79%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	390,000	399,138	378,577	(20,561)	4.65%	473	0.67%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	1,600,000	1,669,813	1,545,120	(124,693)	4.54%	488	2.75%
05/20/21	United Parcel Service	911312BT2	2.200	09/01/24	09/01/24	374,000	391,124	362,133	(28,991)	4.67%	490	0.65%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	325,000	345,449	312,835	(32,614)	5.94%	549	0.56%
09/24/20	Wisconsin Electric Power Company	976656CLO	2.050	12/15/24	12/15/24	350,000	368,382	335,895	(32,487)	4.64%	595	0.60%
01/06/22	FFCB	3133ENKS8	1.130	01/06/25	01/06/25	460,000	458,965	435,514	(23,451)	4.43%	617	0.78%
12/10/21	FNMA	3135G0X24	1.630	01/07/25	01/07/25	1,750,000	1,782,200	1,673,210	(108,990)	4.34%	618	2.98%
05/11/22	Apple Inc	037833DF4	2.750	01/13/25	01/13/25	425,000	422,980	414,796	(8,184)	4.22%	624	0.74%



**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 04/30/23**

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
02/17/22	US Bank NA/Cincinnati	90331HPL1	2.050	01/21/25	01/21/25	475,000	475,751	450,158	(25,593)	5.25%	632	0.80%
09/15/22	Merck & Co Inc	589333YAR6	2.750	02/10/25	02/10/25	434,000	421,031	422,417	1,386	4.32%	652	0.75%
01/06/22	FHLMC Reference Note	3137EAEPO	1.500	02/12/25	02/12/25	1,750,000	1,765,705	1,668,730	(96,975)	4.22%	654	2.97%
03/04/22	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,250,000	1,252,738	1,194,088	(58,650)	4.32%	667	2.13%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	400,000	426,156	388,400	(37,756)	4.35%	676	0.69%
11/03/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	435,000	474,791	423,625	(51,166)	4.62%	685	0.75%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	1,600,000	1,591,125	1,495,680	(95,445)	4.06%	701	2.67%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	50,000	54,979	48,761	(6,218)	4.61%	702	0.09%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	1,450,000	1,453,984	1,352,082	(101,902)	4.12%	715	2.41%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	425,000	418,714	413,308	(5,406)	4.17%	716	0.74%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	1,225,000	1,190,032	1,142,423	(47,609)	4.20%	723	2.04%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	425,000	426,632	416,810	(9,822)	4.40%	744	0.74%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	350,000	380,073	343,284	(36,789)	4.49%	746	0.61%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	400,000	412,594	392,372	(20,222)	4.43%	751	0.70%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	475,000	466,704	442,942	(23,762)	4.22%	759	0.79%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	400,000	397,604	392,496	(5,108)	4.43%	777	0.70%
09/01/22	Treasury Note	91282CEU1	2.875	06/15/25	06/15/25	1,600,000	1,571,813	1,563,120	(8,693)	4.01%	777	2.79%
11/17/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	1,750,000	1,710,434	1,617,385	(93,049)	3.92%	792	2.88%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	1,200,000	1,162,125	1,175,244	13,119	3.98%	807	2.09%
09/25/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	400,000	447,035	393,812	(53,223)	4.43%	821	0.70%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	475,000	531,317	461,486	(69,831)	4.87%	841	0.82%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	325,000	322,095	318,890	(3,205)	4.50%	855	0.57%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	425,000	425,519	422,280	(3,239)	4.34%	862	0.75%
10/11/22	FFCB	3133ENP5	4.250	09/30/25	09/30/25	1,000,000	995,940	1,003,100	7,160	4.11%	884	1.79%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	3,155,000	3,140,117	2,898,057	(242,060)	3.92%	922	5.16%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	415,000	432,814	408,924	(23,890)	4.12%	991	0.73%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,050,000	949,566	954,061	4,495	4.26%	1004	1.70%
12/06/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	550,000	491,905	502,133	10,227	3.76%	1035	0.89%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	900,000	817,164	822,266	5,102	4.20%	1040	1.47%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	450,000	455,338	414,539	(40,799)	4.46%	1045	0.74%
02/17/23	FHLB	3130ALUJ36	4.130	03/13/26	03/13/26	1,250,000	1,239,537	1,254,849	15,312	3.98%	1048	2.24%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	375,000	389,283	355,308	(33,975)	4.49%	1097	0.63%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	300,000	315,527	280,802	(34,725)	3.92%	1230	0.50%



**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 04/30/23**

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
03/01/23	Pepsico Inc.	713448DN5	2.380	10/06/26	10/06/26	450,000	414,179	426,707	12,528	4.00%	1255	0.76%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	700,000	720,418	658,839	(61,579)	3.88%	1321	1.17%
01/31/23	Treasury Note	912828ZE3	0.630	03/01/27	03/01/27	2,250,000	1,984,481	2,007,944	23,463	3.59%	1401	3.58%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	1,000,000	875,741	881,639	5,898	3.58%	1522	1.57%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	450,000	416,654	428,012	11,358	4.16%	1629	0.76%
	<b>Subtotal</b>					<b>\$ 58,382,289</b>	<b>\$ 58,343,356</b>	<b>\$ 56,120,340</b>	<b>\$ (2,223,016)</b>	<b>0.045</b>	<b>594.2968</b>	<b>100.00%</b>
	PFC Bank Balance						<u>8,223,747</u>					
	<b>TOTAL</b>						<b>\$ 66,567,103</b>					



**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Purchases - Maturities - Sales**  
**As of 04/30/23**

[illegible]



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

**Earnings Report**

04/01/23-04/30/23

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
<b>FIXED INCOME</b>										
Treasury Note	NOTE	2.750	04/30/23	23,093.92	27,500.00	-	-	4,406.08	-	4,406.08
Chevron Corp	NOTE	2.300	05/11/23	3,014.56	-	-	4,938.75	1,924.19	(237.58)	1,686.61
Loews Corporation	NOTE	2.625	05/15/23	4,214.58	-	-	5,144.27	929.69	(594.28)	335.41
Public Service Electric And Gas	NOTE	2.375	05/15/23	2,691.67	-	-	3,285.42	593.75	(60.22)	533.53
Treasury Note	NOTE	0.130	05/15/23	378.45	-	-	461.33	82.88	1,320.46	1,403.34
Simon Property Group LP	NOTE	2.750	06/01/23	2,750.00	-	-	3,437.50	687.50	24.74	712.24
FHLMC	NOTE	2.750	06/19/23	14,609.38	-	-	18,906.25	4,296.87	(2,796.51)	1,500.36
FNMA	NOTE	0.250	07/10/23	675.00	-	-	925.00	250.00	1,339.20	1,589.20
Treasury Note	NOTE	0.130	07/31/23	414.36	-	-	621.55	207.19	1,604.66	1,811.85
FNMA	NOTE	2.875	09/12/23	2,124.31	-	-	5,478.47	3,354.16	(1,469.98)	1,884.18
Treasury Note	NOTE	2.875	09/30/23	147.28	-	-	4,565.83	4,418.55	(1,759.85)	2,658.70
Treasury Note	NOTE	2.875	11/30/23	7,708.79	-	-	9,604.40	1,895.61	(1,235.80)	659.81
Citibank NA	NOTE	3.650	01/23/24	3,791.94	-	-	5,464.86	1,672.92	(104.45)	1,568.47
IBM Corp	NOTE	3.625	02/12/24	2,022.95	-	-	3,261.49	1,238.54	(980.71)	257.83
Treasury Note	NOTE	0.125	02/15/24	271.93	-	-	453.21	181.28	436.08	617.36
3M Co	NOTE	1.710	02/14/24	2,477.02	-	-	4,092.47	1,615.45	(33.00)	1,582.45
Melville Inc.	NOTE	3.600	04/10/24	7,267.50	7,850.00	-	892.50	1,275.00	(1,031.18)	243.82
Comcast Corporation	NOTE	3.700	04/15/24	7,250.97	7,862.50	-	698.89	1,310.42	(1,025.64)	284.78
Bank of New York Mellon Corp	NOTE	3.400	05/15/24	6,101.11	-	-	7,446.94	1,345.83	(988.67)	357.16
Target Corporation	NOTE	3.500	07/01/24	3,718.75	-	-	4,958.33	1,239.58	(719.16)	520.42
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	2,356.25	-	-	3,443.75	1,087.50	(734.97)	352.53
Honeywell International Inc	NOTE	2.300	08/15/24	1,146.17	-	-	1,893.67	747.50	(194.99)	552.51
Treasury Note	NOTE	1.875	08/31/24	2,608.70	-	-	5,054.35	2,445.65	(1,810.18)	635.47
United Parcel Service	NOTE	2.200	09/01/24	685.67	-	-	1,371.33	685.66	(478.18)	207.48
PNC Funding Corp	NOTE	3.300	10/30/24	4,498.54	5,362.50	-	29.79	893.75	(359.06)	534.69
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	2,112.64	-	-	2,710.56	597.92	(377.41)	220.51
FFCB	NOTE	1.130	01/06/25	1,221.88	-	-	1,653.13	431.25	28.88	460.13
FNMA	NOTE	1.630	01/07/25	6,635.42	-	-	9,005.21	2,369.79	(875.00)	1,494.79
Apple Inc.	NOTE	2.750	01/13/25	2,532.29	-	-	3,506.25	973.96	63.13	1,037.09
US Bank NA/Cincinnati	NOTE	2.050	01/21/25	1,893.40	-	-	2,704.86	811.46	(21.46)	790.00
Merck & Co Inc	NOTE	2.750	02/10/25	1,690.79	-	-	2,685.38	994.59	451.89	1,446.48
FHLMC Reference Note	NOTE	1.500	02/12/25	3,572.92	-	-	5,760.42	2,187.50	(423.98)	1,763.52
FFCB	NOTE	1.750	02/25/25	2,187.50	-	-	4,010.42	1,822.92	(76.90)	1,746.02



**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Earnings Report**  
**04/01/23-04/30/23**

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
Exxon Mobil Corp	NOTE	2.709	03/06/25	752.50	-	-	1,655.50	903.00	(554.63)	348.37
Ace InA Holdings Inc	NOTE	3.150	03/15/25	609.00	-	-	1,750.88	1,141.88	(796.61)	345.27
Treasury Note	NOTE	0.050	03/31/25	21.86	-	-	677.60	655.74	208.50	864.24
General Dynamics Corporation	NOTE	3.250	04/01/25	-	-	-	135.42	135.42	(100.50)	34.92
Federal Home Loan Banks	NOTE	0.500	04/14/25	3,363.19	3,625.00	-	342.36	604.17	(74.30)	529.87
Home Depot Inc	NOTE	2.700	04/15/25	5,291.25	5,737.50	-	510.00	956.25	178.07	1,134.32
FNMA	NOTE	0.630	04/22/25	3,381.51	3,828.13	-	191.41	638.03	1,029.98	1,668.01
Caterpillar Financial Services	NOTE	3.400	05/13/25	5,539.17	-	-	6,743.33	1,204.16	(46.43)	1,157.73
General Dynamics Corporation	NOTE	3.500	05/15/25	4,627.78	-	-	5,648.61	1,020.83	(635.58)	385.25
Qualcomm Incorporated	NOTE	3.450	05/20/25	5,021.67	-	-	6,171.67	1,150.00	(318.41)	831.59
Pfizer Inc	NOTE	0.800	05/28/25	1,298.33	-	-	1,615.00	316.67	204.10	520.77
Truist Financial Corp	NOTE	2.280	06/09/25	1,490.85	-	-	3,788.39	2,297.54	-	2,297.54
Cisco Systems Inc	NOTE	3.500	06/15/25	4,122.22	-	-	5,288.89	1,166.67	66.68	1,233.35
Treasury Note	NOTE	2.875	06/15/25	13,521.98	-	-	17,313.19	3,791.21	831.49	4,622.70
Treasury Note	NOTE	0.250	06/30/25	1,099.79	-	-	1,482.36	362.57	903.55	1,266.12
Treasury Note	NOTE	3.000	07/15/25	7,558.01	-	-	10,541.44	2,983.43	1,118.36	4,101.79
Intel Corp	NOTE	3.700	07/29/25	2,548.89	-	-	3,782.22	1,233.33	(837.37)	395.96
State Street Corporation	NOTE	3.550	08/18/25	2,014.13	-	-	3,419.34	1,405.21	(1,012.80)	392.41
Burlington Northern Santa Fe LLC	NOTE	3.650	09/01/25	988.54	-	-	1,977.08	988.54	75.47	1,064.01
John Deere Capital Corp	NOTE	4.050	09/08/25	1,099.69	-	-	2,534.06	1,434.37	(14.46)	1,419.91
FFCB	NOTE	4.250	09/30/25	118.06	-	-	3,659.72	3,541.66	114.04	3,655.70
FNMA Benchmark Note	NOTE	0.500	11/07/25	6,310.00	-	-	7,624.58	1,314.58	311.02	1,625.60
Lockheed Martin Corporation	NOTE	3.550	01/15/26	3,110.19	-	-	4,337.90	1,227.71	(343.47)	884.24
FHLB	NOTE	0.700	01/28/26	1,286.25	-	-	1,898.75	612.50	2,769.32	3,391.82
Treasury Note	NOTE	0.500	02/26/26	239.13	-	-	463.32	224.19	1,489.78	1,713.97
FHLB	NOTE	0.960	03/05/26	624.00	-	-	1,344.00	720.00	2,208.97	2,928.97
Prudential Financial Inc	NOTE	1.500	03/10/26	393.75	-	-	956.25	562.50	(98.18)	464.32
FHLB	NOTE	4.130	03/13/26	7,591.15	-	-	11,888.02	4,296.87	284.82	4,581.69
Sierra Pacific Power	NOTE	2.600	05/01/26	4,062.50	4,875.00	-	-	812.50	(264.67)	547.83
Bank of America Corp	NOTE	4.830	07/22/26	3,238.11	-	-	4,645.99	1,407.88	77.36	1,485.24
FHLB	NOTE	1.880	09/11/26	312.50	-	-	781.25	468.75	(259.24)	209.51
Pepsico Inc.	NOTE	2.380	10/06/26	5,195.31	5,343.75	-	742.19	890.63	831.09	1,721.72
Morgan Stanley	NOTE	6.140	10/16/26	7,642.66	8,392.87	-	703.31	1,453.52	(151.73)	1,301.79
FHLB	NOTE	2.130	12/11/26	4,545.14	-	-	5,784.72	1,239.58	(346.67)	892.91



**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Earnings Report**  
**04/01/23-04/30/23**

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
JP Morgan Chase & CO	NOTE	1.040	02/04/27	988.00	-	-	1,508.00	520.00	1,377.18	1,897.18
Treasury Note	NOTE	0.630	03/01/27	38.42	-	-	1,191.09	1,152.67	5,243.93	6,396.60
Treasury Note	NOTE	0.500	06/30/27	1,256.91	-	-	1,671.27	414.36	2,378.90	2,793.26
Unitedhealth Group Inc	NOTE	2.950	10/15/27	6,121.25	6,637.50	-	590.00	1,106.25	596.16	1,702.41
<b>Subtotal</b>				<b>\$ 245,290.33</b>	<b>\$ 86,814.75</b>	<b>\$ -</b>	<b>\$ 253,805.69</b>	<b>\$ 95,330.11</b>	<b>\$ 3,323.60</b>	<b>\$ 98,653.71</b>
<b>CASH EQUIVALENTS</b>										
Blackrock Liquidity Funds				-	822.93	-	-	822.93	-	822.93
<b>Subtotal</b>				<b>\$ -</b>	<b>\$ 822.93</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 822.93</b>	<b>\$ -</b>	<b>\$ 822.93</b>
<b>TOTAL</b>				<b>\$ 245,290.33</b>	<b>\$ 87,637.68</b>	<b>\$ -</b>	<b>\$ 253,805.69</b>	<b>\$ 96,153.04</b>	<b>\$ 3,323.60</b>	<b>\$ 99,476.64</b>



**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**  
**MONTH AND TEN MONTHS ENDED APRIL 30, 2023 & 2022**

Fiscal YTD Performance (July 2022 - April 2023)									
April 2023									
Monthly Performance					Fiscal YTD Performance (July 2022 - April 2023)				
A	B	C	D	E	F	G	H	I	J
Actual \$ Apr 2023	Budget Apr 2023	Actual \$ Prior Year Apr 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	\$448,141	\$375,000	\$374,632	(2)	\$73,141				
2	2,291,015	1,979,167	2,224,223	(3)	311,848				
3	1,234,381	1,147,942	1,403,352	(4)	86,439				
4	1,019,220	1,281,226	1,470,525	(5)	(262,006)				
5	310,700	170,000	265,061	(6)	140,700				
6	16,800	81,666	114,225	(7)	(64,866)				
7	354,526	295,833	764,244	(8)	58,693				
8	\$5,674,783	\$5,330,834	\$6,616,262	(1)	\$343,949				
CASH DISBURSEMENTS FROM OPERATIONS									
9	(\$50,709)	(\$111,080)	(\$98,745)	(10)	\$60,371				
10	(301,610)	(349,284)	(285,589)	(11)	47,674				
11	(2,507,024)	(2,755,788)	(2,527,443)	(12)	248,764				
12	(672,268)	(403,192)	(269,276)	(13)	(269,076)				
13	(502,440)	(592,392)	(514,943)	(14)	89,952				
14	(32,629)	(116,008)	(35,393)	(15)	83,379				
15	(380,375)	(380,375)	(380,125)	(16)	0				
16	(701,310)	(636,161)	(579,073)	(16)	(65,149)				
17	(\$5,148,365)	(\$5,344,280)	(\$4,690,587)	(9)	\$195,915				
18	\$526,418	(\$13,446)	\$1,925,675		\$539,864				
FACILITY IMPROVEMENT TRANSACTIONS									
CASH DISBURSEMENTS									
19	\$0	\$0	(\$180)	(17)	\$0				
20	(632,739)	(650,000)	(582,859)	(18)	17,261				
21	(\$632,739)	(\$650,000)	(\$583,039)		\$17,261				
CASH RECEIPTS FROM FUNDING SOURCES									
22	\$0	\$0	\$0	(17)	\$0				
23	51,198	0		(19)	\$51,198				
24	0	0		(20)	\$0				
25	\$51,198	\$0	\$0		\$51,198				
26	(\$581,541)	(\$650,000)	(\$583,039)		\$68,459				
FEDERAL RELIEF GRANT FUNDS									
27	\$1,141,125	\$318,155	\$0	(21)	\$822,970				
28	\$1,141,125	\$318,155	\$0		\$822,970				
29	\$1,086,002	(\$345,291)	\$1,342,636		\$1,431,293				
NET INCREASE (DECREASE) IN CASH FROM OPERATIONS									
					\$20,475,009	\$1,370,206	\$25,161,347		\$19,104,803



**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

**SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS  
MONTH AND TEN MONTHS ENDED APRIL 30, 2023 & 2022**

	Monthly Performance					April 2023					Fiscal YTD Performance (July 2022 - April 2023)										
	A		B		C		D		E		F		G		H		I		J		
	Actual \$		Budget		Actual \$		Prior Year		Variance		Fiscal YTD		Fiscal YTD Budget		Actual \$		Prior Year		Variance		
	Apr 2023		Apr 2023		Apr 2022		Note		Actual Vs. Budget		YTD		YTD Budget		Fiscal YTD		Note		Actual Vs. Budget		
29	\$1,086,002		(\$256,291)		\$1,342,636				\$1,342,293		\$20,475,009		\$1,459,206		\$25,161,347				\$19,015,803		
NET INCREASE (DECREASE) IN CASH FROM OPERATIONS																					
REPLACEMENT PASSENGER TERMINAL PROJECT																					
CASH DISBURSEMENTS																					
Replacement Passenger Terminal Project Costs <sup>1</sup>																					
30	(\$1,170,784)		(\$5,072,333)		(\$483,987)		(22)		(\$98,451)		(\$9,093,965)		(\$24,080,333)		(\$2,064,262)		(22)		14,986,368		
31	(\$5,170,784)		(\$5,072,333)		(\$483,987)				(\$98,451)		(\$9,093,965)		(\$24,080,333)		(\$2,064,262)				\$14,986,368		
NET INCREASE (DECREASE) IN CASH - TOTAL																					
32	(\$4,084,762)		(\$5,328,624)		\$858,649				\$1,243,842		\$11,381,044		(\$22,621,127)		\$23,097,085				\$34,002,171		

NET INCREASE (DECREASE) IN CASH FROM OPERATIONS

**REPLACEMENT PASSENGER TERMINAL PROJECT**

**CASH DISBURSEMENTS**

Replacement Passenger Terminal Project Costs<sup>1</sup>

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 April PDB expenditures were budgeted at approximately \$24 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 TEN MONTHS ENDED APRIL 30, 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 3.59% FYTD April when compared to pre-COVID levels. The result at FYTD April 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 TEN MONTHS ENDED APRIL 30, 2023 & 2022**

**NOTE (1) – Cash Receipts from Operations**

Cash receipts from operations exceed the budget FYTD April. On an accrual basis, operating revenues exceed the budget FYTD April by \$10,542,032. 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 \$581,229 FYTD April.

**NOTE (3) – Parking Fees**

Parking fee revenues performed above the budget forecast. Accrual basis Parking Fees are \$4,374,014 ahead of budget FYTD April.

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

Terminal Building rental/concession receipts exceed the budget FYTD April partially due to the timing of receipts. Accrual basis Terminal Building rents/concessions exceed the budget by \$2,092,258 FYTD April.

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

Other Buildings rental receipts exceed the budget FYTD April partially due to the timing of receipts. Accrual basis Other Building rents are \$640,199 ahead of budget FYTD April 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 \$1,328,507 FYTD April.

**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 \$314,806 ahead of budget FYTD April.

**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 \$1,211,019 FYTD April.

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

Overall operating disbursements on a cash basis and accrual basis are favorably under the budget FYTD April. 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 TEN MONTHS ENDED APRIL 30, 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 April by \$2,724,033 due to delays in construction for 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 April 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 TEN MONTHS ENDED APRIL 30, 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 April receipts in the amount of \$4,518,489 represent reimbursement of FY 2022 personnel costs (\$1,095,114) and July 2022 to March 2023 payments for 2015 Bond Debt Service (\$3,423,375).

**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 April by \$14,986,368. The FY 2023 adopted budget assumed monthly payments to the Progressive Design Builder (PDB) would commence in January 2023 (FYTD April was budgeted at approximately \$24 million). Although the PDB contract was awarded in December 2022, the first invoice was received and paid in April 2023. The majority of FYTD April \$9,093,965 cash expenditures are related to Holder, Pankow, TEC JV design services (\$4,622,198) and to Jacobs Project Management services (\$3,295,431).



**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 TEN MONTHS ENDED APRIL 30, 2023 & 2022**

April 2023									
Monthly Performance					Fiscal YTD Performance (July 2022 - April 2023)				
A	B	C	D	E	F	G	H	I	J
Actual \$ Apr 2023	Budget Apr 2023	Actual \$ Prior Year Apr 2022	Note	Variance Actual Vs. Budget	Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
33	\$479,307	\$333,333	\$388,584 (1)	\$145,974	\$4,125,778	\$3,333,333	\$3,714,010	(1)	\$792,445
34	0	67,078	0 (2)	(67,078)	1,426,999	670,776	376,227	(2)	756,223
35	85,914	85,914	107,657 (3)	0	873,655	859,135	864,484	(3)	14,520
36	(486,325)	(486,325)	(486,246)	0	(4,863,244)	(4,863,244)	(4,862,463)		0
37	<u>\$78,896</u>	<u>\$0</u>	<u>\$9,995 (4)</u>	<u>\$78,896</u>	<u>\$1,563,188</u>	<u>\$0</u>	<u>\$92,258 (4)</u>		<u>\$1,563,188</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 April 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**

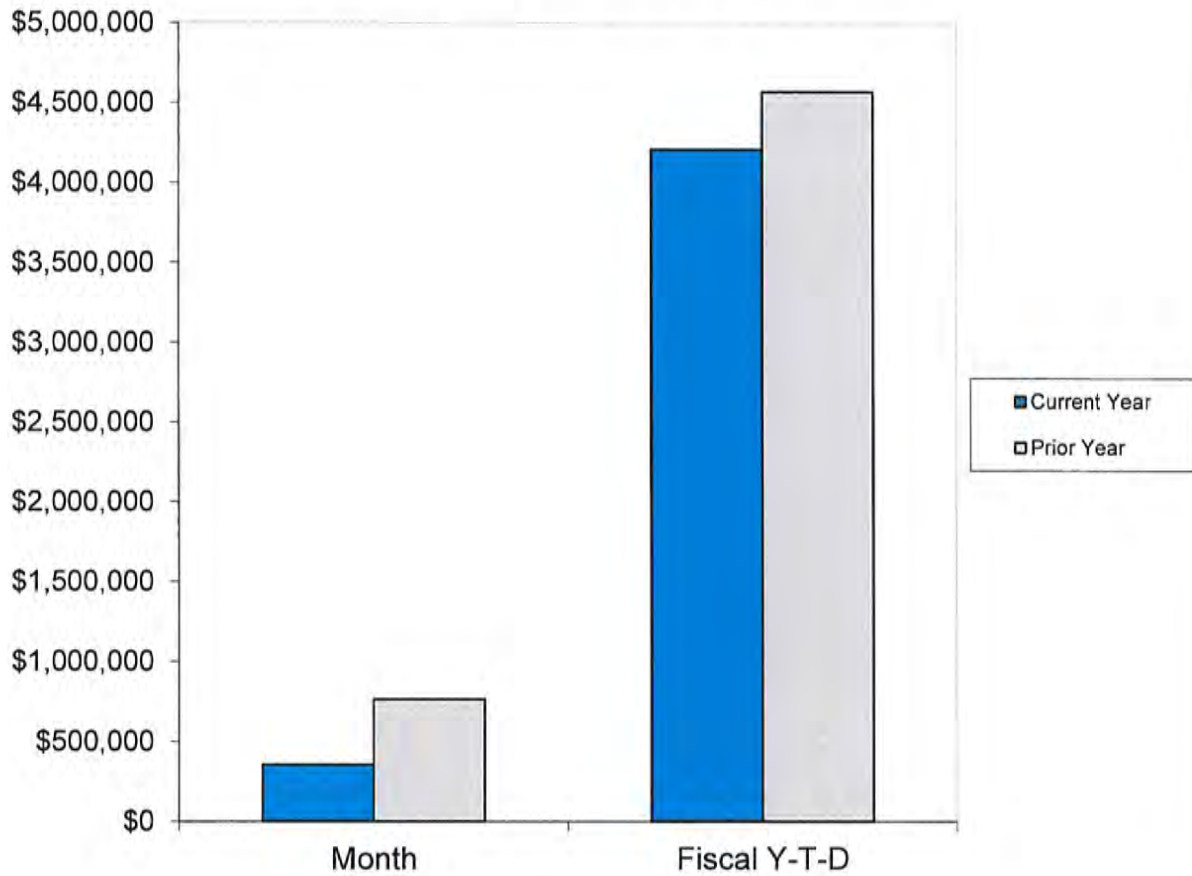
At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses under the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the Rent-A-Car Companies.

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***

### ***INTEREST ANALYSIS***



	April 2023	April 2022
Interest Receipts - - Month	\$354,526	\$764,244
Interest Receipts - - Fiscal Y-T-D	\$4,205,675	\$4,567,796
Month End Portfolio Balance	\$282,973,185	\$260,927,611
Yield to Maturity	4.07%	2.27%



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**Supplement to the April 2023 Treasurer's Report**

**FYTD April 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)	April 2023 Cash Expenditures	FYTD 2023 (Jul - Apr) 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	376,213	3,295,431	10,026,480	3,295,431
Airport & Aviation Professionals Inc. (AvAirPros) (1b)	Airline Technical & Financial Coordination Services	39,773	200,000	29,583	155,256	44,744	165,445
Conway Consulting (1b)	Technical Support	110,902	148,000	24,479	40,387	107,613	151,289
Georgino Development (1b)	Strategic Planning Services	32,000	54,000	4,500	44,500	9,500	76,500
Public Resources Advisory Group (PRAG) (1b)	Financial Advisory Services	27,000	188,000	33,860	162,952	25,048	219,535
Ricondo & Associates (1b)	Financial Feasibility Services	79,260	299,730	57,265	207,875	91,855	287,135
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	4,622,198	4,622,198	50,377,802	4,622,198
Orrick, Herrington & Sutcliffe (2)	Bond Counsel	-	N/A	-	33,755	N/A	33,755
Richards, Watson & Gershon (2)	Legal Services	106,075	N/A	2,683	109,251	N/A	215,326
Ring Bender (2)	Legal Services	2,571	N/A	-	2,222	N/A	4,793
THU Legal Consulting (2)	Consulting Services	-	75,000	10,720	14,800	60,200	14,800
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	1,035	200,325	N/A	339,781
XI-3 Corporation (4)	Consulting Services	-	96,000	-	91,770	4,230	91,770
City of Burbank (5)	Burbank Water & Power Aid-in-Construction deposit	-	N/A	-	75,000	N/A	75,000
Meetings	Various Expenses	-	N/A	7,826	30,026	N/A	30,026
Licenses & Fees	Various Expenses	-	N/A	422	4,036	N/A	4,036
<b>TOTALS</b>		<b>\$ 4,718,896</b>	<b>\$ 69,422,641</b>	<b>\$ 5,170,784</b>	<b>\$ 9,093,965</b>	<b>\$ 60,783,291</b>	<b>\$ 13,812,861</b>



**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**Notes to Replacement Passenger Terminal Project schedule**  
**Project Costs as of April 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) BWV study for power requirements for RPT and ancillary facilities.



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
AUGUST 28, 2023**

**SIXTEENTH AMENDMENT TO THE  
LEASE AND CONCESSION AGREEMENT  
MCS BURBANK, LLC**

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

**SUMMARY**

At its meeting held on July 10, 2023, the Finance and Administration Committee (“Committee”) voted (2–0, 1 absent) to recommend that the Commission approve the proposed Sixteenth Amendment (“Amendment”), copy attached, to the Lease and Concession Agreement (“Agreement”) with the Authority’s exclusive food and beverage concessionaire, MCS Burbank, LLC (“MCS”). The proposed Amendment will provide an additional 108 square feet of space for a “Grab N Go” location in Terminal A.

**BACKGROUND**

MCS is the exclusive food and beverage concessionaire at the Airport and has had a presence here since May 1992. On December 31, 2000, the Authority entered into a ten-year Agreement with MCS for the operation of a food and beverage concession. This Agreement was initially extended under the Second Amendment to June 30, 2013, with subsequent amendments extending the term to June 30, 2026. MCS currently leases over 16,000 square feet of terminal space which is comprised of food and beverage concession, offices and storage space in Terminal A and B.

MCS is a tenant in good standing that consistently performs over the Minimum Annual Guarantee (“MAG”) requirement. Currently MCS pays the Authority space rent and the greater of MAG or percentage of gross revenues (12% food and beverage; 17% alcohol).

The proposed Amendment will provide MCS space to place a Grab N Go location in Terminal A by Gate A4. The Grab N Go location will feature an assortment of fresh pre-packaged food from Bluefin Grill and Sushi to go for passengers.

The addition of the Grab N Go will generate an additional \$9,681 per year through an increase to the MAG, and an additional \$2,281 per year in additional space rent.

**DETAILS**

Space Increase:	108 Square Feet
Space Rent:	Increase of \$2,281 per year
MAG:	Increase of \$9,681 per year



Annual Adjustment: Space rent and MAG adjusted annually by CPI, not to exceed 3%

Term: Agreement will run through June 30, 2026, and convert to a month-to-month term thereafter

#### IMPACT ON REVENUE

The proposed Amendment is anticipated to provide an additional \$11,962 to the Authority's operating budget by generating an additional \$2,281 per year in space rent and by increasing the MAG by \$9,681 per year.

#### RECOMMENDATION

At its meeting held on July 10, 2023, the Committee voted (2–0, 1 absent) to recommend that the Commission approve the proposed Amendment with MCS and to authorize the President to execute same.



## **SIXTEENTH AMENDMENT TO LEASE AND CONCESSION AGREEMENT**

This SIXTEENTH AMENDMENT TO LEASE AND CONCESSION AGREEMENT (this "Amendment") is dated as of \_\_\_\_\_, 2023 ("Effective Date") and is entered into by and between the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale and Pasadena, California, pursuant to the California Joint Exercise of Powers Act ("Landlord"), and MCS BURBANK, LLC, a Nevada limited liability company ("Tenant").

### **RECITALS**

A. Landlord and Tenant are parties to a Lease and Concession Agreement dated December 31, 2000, which was amended by fifteen amendments dated October 15, 2001, September 2, 2003, November 5, 2012, May 19, 2014, February 2, 2015, September 6, 2016, October 2, 2017, March 19, 2018, March 15, 2019, April 6, 2020, August 17, 2020, August 17, 2020, December 14, 2020, August 15, 2022, and May 15, 2023 (the "Lease").

B. Landlord and Tenant desire to further amend the Lease to: (i) add approximately 108 square feet to the current Leased Premises at the location described on Exhibit "A" attached hereto; (ii) increase the rent (due to the addition of such space).

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

1. Additional Leased Premises; Increase in Rent. As of \_\_\_\_\_, 2023: (i) the premises described in Exhibit "A" shall be added to and become part of the Premises under the Lease, and all references to "Premises" in the Lease shall include such additional premises (the "Expansion Premises"); (ii) the rent under the Lease shall increase by One Hundred Ninety and 08/100 Dollars (\$190.08) per month, which is an increase of \$2,280.96 per year (such that the total rent will be \$28,912.24 per month, which is \$346,946.88 per year); and (iii) Section 7.1.1 of the Lease shall be amended to read as follows:

"7.1.1 Minimum Annual Guarantee; Annual Adjustment. The Minimum Annual Guarantee shall be One Million Four Hundred Sixty-Seven Thousand Five Hundred Ninety-Seven and 96/100 Dollars (\$1,467,597.96). Beginning on January 1, 2024, and on each January 1 thereafter during the remainder of the Term (each, an "Adjustment Date"), the Minimum Annual Guarantee shall be increased (an "Adjustment") in proportion to the percentage increase, if any, in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for all Urban Consumers - all items (base years 1982-1984 100) for Los Angeles - Riverside - Orange County, CA (SMSA) ("Index") for the month of December immediately preceding the Adjustment Date as compared to the Index for the month of December in the immediately preceding calendar year, provided that, in no event shall any Adjustment be greater than three percent (3%) of the amount of the Minimum Annual Guarantee immediately preceding such Adjustment. Lessor shall calculate the amount of increase in the Minimum Annual Guarantee after United States Department of Labor publishes the applicable December Index and shall give



Concessionaire notice of the amount of the increase. Concessionaire shall continue to pay installments of the unadjusted Minimum Annual Guarantee until Lessor notified Concessionaire of the amount of increase. Concessionaire shall pay the amount of the increase in the Minimum Annual Guarantee, multiplied by the number of installments coming due since the Adjustment Date, with the installment of Minimum Annual Guarantee next coming due under this Agreement, and shall thereafter pay the installments of Minimum Annual Guarantee due under this Agreement at such increased rate. If the Index referred to in this section is changed, discontinued, or revised during the Term, Lessor shall use the available Consumer Price Index published by the United States Department of Labor that obtains substantially the same result provided by the Index referred to herein."

All such additional rent shall be payable together with the rent and other applicable monthly charges for the remainder of the Premises without prior notice, deduction or offset, and shall increase on each anniversary (i.e., January 1 of each calendar year) as described in Section 7.2.2 of the Lease.

2. Repairs and Maintenance. Without limiting Section 1 above, but for the sake of clarity, Section 8 of the Lease shall apply to the Expansion Premises.

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

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

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

**TENANT:**

MCS BURBANK, LLC

By: Tamara Mora

Print Name: Tamara Mora

Manager

By: [Signature]

Print Name: Steve Mora

Manager

**LANDLORD:**

BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY, a public entity

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

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

Title: \_\_\_\_\_

Approved as to Form:

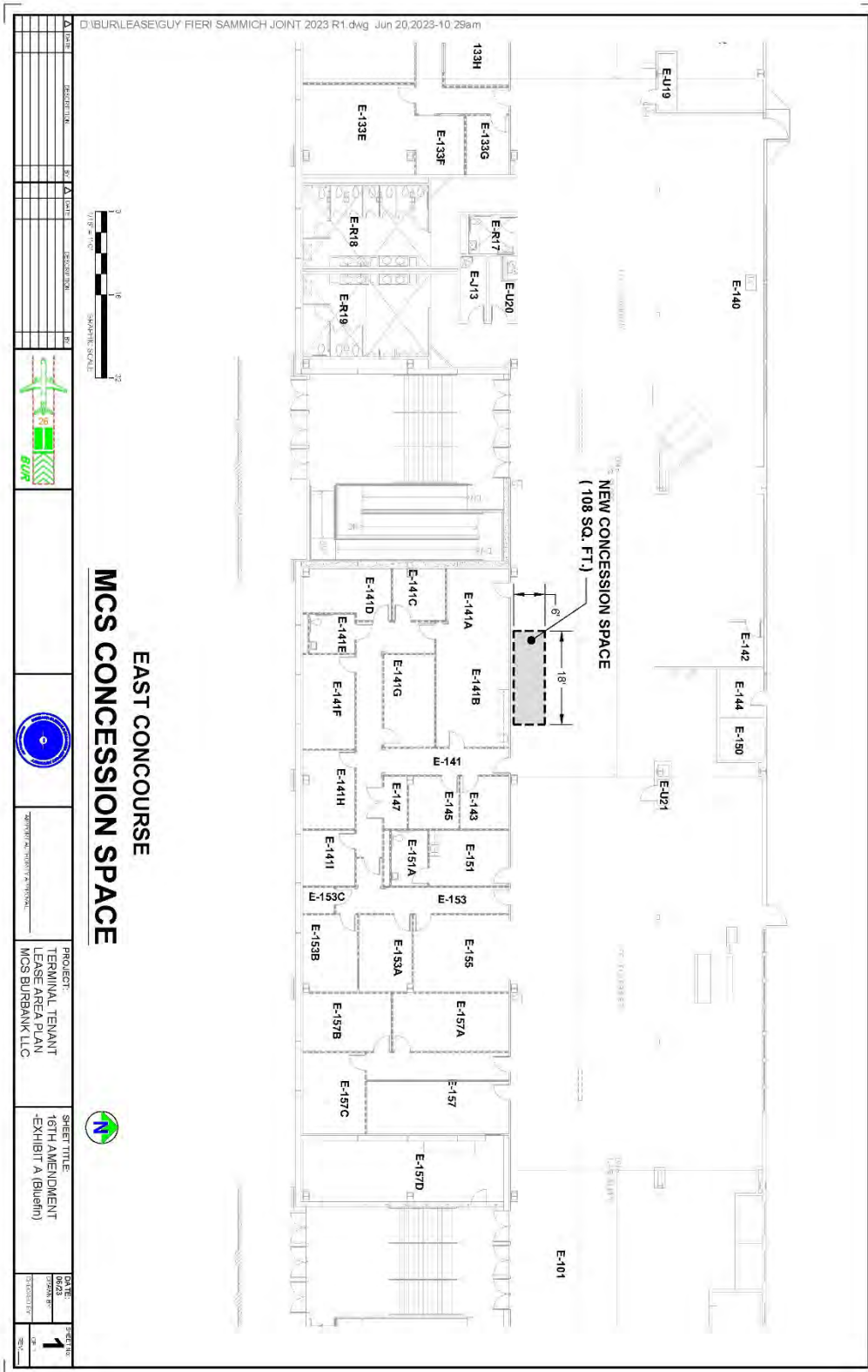
\_\_\_\_\_  
Richards, Watson & Gershon,  
A Professional Corporation



**EXHIBIT “A”**  
**EXPANSION PREMISES LOCATION**

(Attached.)







**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
AUGUST 28, 2023**

**AMENDMENT NO. 2 TO LICENSE AGREEMENT  
COUNTY OF LOS ANGELES**

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

**SUMMARY**

At its meeting held on July 10, 2023, the Finance and Administration Committee (“Committee”) voted (2–0, 1 absent) to recommend that the Commission approve the proposed Amendment No. 2 (“Amendment”) to a License Agreement (“Agreement”) with the County of Los Angeles (“County”) to extend the term for an additional year for the continued operation of a vaccination clinic at the Airport.

**BACKGROUND**

In August 2021, the Commission approved the Agreement with the County to operate a temporary COVID-19 vaccination clinic in the terminal. Since the beginning of the COVID-19 pandemic, Staff has worked closely with the County Public Health Department to ensure the health and safety of passengers, staff, tenants, vendors, and service providers that pass through the Airport.

The vaccination clinic, initially located inside of Terminal A before the TSA Checkpoint, was utilized by many members of the community, resulting in congestion at the clinic. To accommodate the large volume of community traffic to the clinic, it was relocated next to the Valet Center in November of 2021.

The Agreement is set to expire on August 15, 2023. The vaccination clinic continues to remain in high demand, not just by Airport employees and travelers but also by surrounding community members. In response to this continued demand for access to vaccination services, the County has requested a one-year extension of the Agreement subject to termination by either party on 30 days’ prior written notice.

Having a County-operated vaccination clinic at the Airport provides convenience for anyone who wants to receive a COVID-19 vaccination or other vaccines when available. Currently the County is offering all approved COVID-19 vaccine options, boosters, and the M-Pox vaccine.

**DETAILS**

Location:	A trailer located next to Valet Center
Use:	Provide convenient access to COVID-19 vaccines and other vaccines by Airport customers and area community rents.



Rent: Trailer is provided for use at no cost  
Term: August 15, 2023 through August 15, 2024  
Termination: 30 days' prior written notice by either party

#### IMPACT ON REVENUE

The Agreement gives the Airport and surrounding communities convenient access to COVID-19 and other vaccines provided through the County. There is no rent for use of a trailer which is part of the Authority's emergency response equipment.

#### RECOMMENDATION

At its meeting held on July 10, 2023, the Committee voted (2–0, 1 absent) to recommend that the Commission approve the proposed Amendment, and to authorize the President to execute same.



## AMENDMENT NO. 2 TO LICENSE AGREEMENT

THIS AMENDMENT NO. 2 (“Second Amendment”) to the August 16, 2021, LICENSE AGREEMENT (“Agreement”) executed by the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a California joint powers agency (“Licensor”), and the COUNTY OF LOS ANGELES, a California political subdivision (“Licensee”), is dated \_\_\_\_\_, 2023 for reference purposes.

### R E C I T A L S

A. The parties executed the Agreement to provide for Licensee’s temporary use of a portion of Licensor’s passenger terminal building at the Bob Hope Airport for a COVID-19 vaccination clinic (“Clinic”).

B. The parties executed a June 21, 2022, Amendment No. 1 (“First Amendment”) to the Agreement to: (i) extend the term; and (ii) memorialize relocation of the Clinic.

C. The parties desire to amend the Agreement to extend the term.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals, the mutual terms, covenants, and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

**1. Amendment of Section 1.** Section 1 (“Term”) of the Agreement is amended to read as follows:

“1. Term. This Agreement shall commence on August 16, 2021 (“License Commencement Date”) and shall expire on August 15, 2024, unless earlier terminated. Either party may terminate this Agreement without cause upon 30 days’ prior written notice. Licensee hereby waives any and all rights to relocation benefits under applicable law upon the expiration or earlier termination of this Agreement.”

**2. Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

**3. Effective Date.** This Second Amendment shall be retroactive to August 15, 2023, and shall be deemed effective as of such date.

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

[SIGNATURES ON FOLLOWING PAGE]



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

**LICENSEE:**

COUNTY OF LOS ANGELES

By: Barbara Ferrer  
Barbara Ferrer (Jun 20, 2023 17:17 PDT)

Print Name: Barbara Ferrer, Ph.D., M.P.H., M.Ed.

Title: Director

**LICENSOR:**

BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY

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

Print Name:

Title: President





# COUNTY OF LOS ANGELES

06-12-2023

## CERTIFICATE OF SELF-INSURANCE COVERAGE

### PRODUCER/INSURED

COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE  
RISK MANAGEMENT BRANCH  
320 WEST TEMPLE STREET, 7TH FLOOR  
LOS ANGELES, CA 90010

This certificate is provided for informational purposes only, and does not affect, or expand any of the County's obligations pursuant to the Agreement. This Certificate also confirms that the County is not an insurance company, and that no insurance obligation or relationship exists, or will be established in any manner whatsoever between the County and any individual, contractor, vendor and public or private entity/organization.

### ENTITIES AFFORDING COVERAGE

COUNTY OF LOS ANGELES

PARTICIPATION  
100%

### COVERAGES

This Certificate of County Self-Funding Insurance Obligation (Certificate) is the County of Los Angeles (County) authorized Statement that is elected to self-fund its financial obligations. This self-funding of liability is in lieu of commercial insurance coverage, and applies only to the extent permitted by State Law.

The County is permitted to self-fund its liabilities arising from acts or omissions of the County; its appointed and elected officers, employees and volunteers (except actual fraud, corruption, or malice), by virtue of California Government Code Sections 989-991.2, County Code 5.32 and Articles 1 and 2 of the County Charter. The liabilities that the County self-funds include general, automobile, property and workers' compensation.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
<input checked="" type="checkbox"/> Commercial General Liability	Self Insured	06/12/2023	06/12/2024	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
<input checked="" type="checkbox"/> Automobile Liability	Self Insured	06/12/2023	06/12/2024	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
<input checked="" type="checkbox"/> Property Liability	Self Insured	06/12/2023	06/12/2024	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
<input checked="" type="checkbox"/> Workers' Compensation and Employers Liability	Self Insured	06/12/2023	06/12/2024	Occurrence Amount - Statutory Statutory aggregate

### DEPARTMENT OF OPERATIONS/LOCATIONS

County Department **Public Health**  
Facility Use Agreement **Burbank-Glendale-Pasadena Airport Authority**

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

### CANCELLATION

SHOULD THE COUNTY ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY WILL NOTIFY THE HOLDERS ON ITS RISK MANAGEMENT WEBSITE

BY:

STEVE ROBLES, COUNTY RISK MANAGER



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
AUGUST 28, 2023**

**WIRE TRANSFERS FOR PAYMENTS UNDER COMMERCIAL PAPER PROGRAM**

Presented by Kathy David  
Deputy Executive Director, Finance and Administration

**SUMMARY**

The Authority has established a commercial paper program (“CP Program”) as a part of the financing plan for the Replacement Passenger Terminal project. At its meeting on July 10, 2023, the Finance and Administration Committee (“Committee”) voted (2-0, 1 absent) to recommend that the Commission adopt Resolution No. 506, subject to one revision (described below). By adopting Resolution No. 506, the Commission will: (i) affirm the authorization for the use of wire transfers for the CP Program, and (ii) give directions regarding the processing of these wire transfers and the preparation of related quarterly reports.

Pursuant to the Committee’s instructions, Staff has revised the proposed Resolution No. 506 to require either the Treasurer or Auditor approval for any single wire transfer exceeding \$10 million and for combined wire transfers that exceed such amount within a 24-hour period. A copy of Resolution No. 506, with markings to show the changes, is attached as Exhibit B.

**BACKGROUND**

On June 3, 2023, the Commission adopted Resolution No. 503 approving agreements for the CP Program and the issuance of commercial paper notes (“CP Notes”). The CP Notes will have terms that can range from one to 270 days. The CP Notes will bear different interest rates, to be determined based on market conditions at the time of issuance. The nature of the CP Program is such that the exact amount of some payments may not be ascertainable far in advance. Nonetheless, the timeliness of the payments will be critical.

Typically, the Authority makes its payments by check. When wire transfers have been used, Staff has followed a multi-step process, as illustrated in Exhibit A.

**DETAILS**

By adopting proposed Resolution No. 506, the Commission will affirm the authorization to use wire transfers for payments required under the CP Program, approve more streamlined procedures for the processing of such wire transfers, and direct the preparation of quarterly reports.

The CP Program wire transfers will be processed by the Director of Financial Services (or, in the absence of the Director of Financial Services, by the Controller), upon written approval by the Deputy Executive Director – Finance and Administration (or, in the absence of the Deputy Executive Director – Finance and Administration, by the Senior Deputy Executive Director or the Executive Director).



At its July 10, 2023 meeting, the Committee directed Staff to revise the proposed Resolution No. 506, to require advance approval by the Treasurer or the Auditor for wire transfers that exceed a certain dollar amount (which amount to be based on the recommendation of Public Resources Advisory Group, the Authority's municipal advisor for the CP Program). Pursuant to the Committee's instructions, language has been added to require Treasurer or the Auditor approval for any single wire transfer exceeding \$10 million and for combined wire transfers that exceed such amount within a 24-hour period. If the approval by the Treasurer or the Auditor is initially granted verbally, then such approval must be memorialized in a writing signed by the Treasurer or the Auditor within 48 hours unless a longer period is necessary due to extenuating circumstances. A copy of the revised Resolution No. 506, with markings to show the changes, is attached as Exhibit B.

Quarterly reports of these wire transfers will be presented to the Treasurer and the Committee.

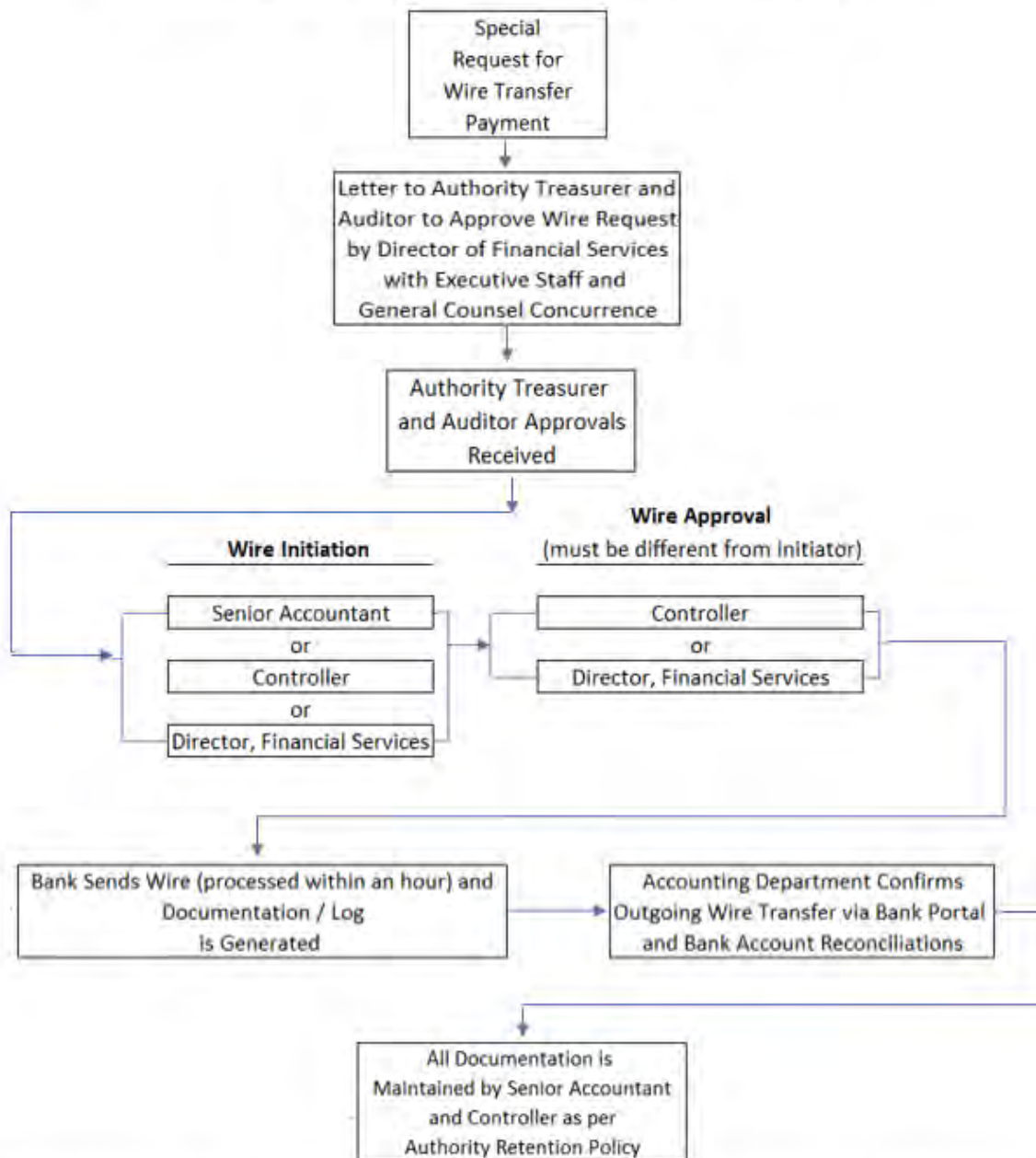
#### RECOMMENDATION

On July 10, 2023, the Committee voted (2–0, 1 absent) to recommend that the Commission adopt Resolution No. 506, with the change recommended by the Committee, and such change has been reflected in the attached.



## EXHIBIT A

### MULTI-STEP PROCESS FOR WIRE TRANSFERS\*



\* After Resolution No. 503 is adopted, wire transfers for the CP Program will be processed by the Director of Financial Services (or the Controller), upon written approval by the Deputy Executive Director – Finance and Administration (or the Senior Deputy Executive Director or the Executive Director). Approval by the Treasurer or the Auditor will be required for any single and/or combined wire transfers over \$10 million within a 24-hour period. All other CP Program wire transfers may be processed without the requirement for special advance approval by the Treasurer, the Auditor or General Counsel. Log generation, Accounting Department confirmation, reconciliation and documentation will be the same as above. Quarterly reports of the CP Program wire transfers will be presented to the Treasurer and the Finance and Administration Committee.



**EXHIBIT B**

**RESOLUTION NO. 506**

**A RESOLUTION OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION  
AFFIRMING AUTHORIZATION TO USE WIRE TRANSFERS  
TO MAKE PAYMENTS FOR THE COMMERCIAL PAPER PROGRAM  
AND TAKING OTHER RELATED ACTIONS**

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

Section 1. Findings.

A. The Authority is developing a replacement passenger terminal and associated support components ("RPT Project") at the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport").

B. As part of the financing plan for the RPT Project, the Authority has established a commercial paper program ("CP Program"), under which the Authority anticipates issuing commercial paper notes ("CP Notes") from time to time.

C. On June 5, 2023, the Commission adopted Resolution No. 503, approving agreements for the CP Program (collectively, "CP Program Agreements"), including the following:

(i) the Issuing and Paying Agent Agreement ("IPA Agreement"), under which Zions Bancorporation, National Association, serves as the issuing and paying agent ("Issuing and Paying Agent");

(ii) the Dealer Agreement ("Dealer Agreement"), under which Barclays Capital Inc., serves as the dealer ("CP Dealer");

(iii) the Letter and Credit and Reimbursement Agreement ("CP Series-1 Reimbursement Agreement"), pursuant to which Barclays Bank PLC ("CP Series-1 LOC Provider") has issued a letter credit to support certain CP Notes; and

(iv) the Letter and Credit and Reimbursement Agreement ("CP Series-2 Reimbursement Agreement"), pursuant to which Sumitomo Mitsui Banking Corporation, acting through its New York Branch ("CP Series-2 LOC Provider") has issued a letter credit to support certain CP Notes.

D. Under Resolution No. 503, the officers and agents of the Authority are directed to do all and such things as necessary or advisable to consummate the transactions approved by Resolution No. 503, to perform under the CP Program Agreements and to carry out and comply with the terms thereof.



## EXHIBIT B

E. To administer the CP Program, it is necessary from time to time to use wire transfers to make payments under the CP Program Agreements.

F. The nature of the CP Program is such that, for some payments, the exact dollar amount may not be ascertainable far in advance, while the timeliness of the payments will be critical.

G. Resolution No. 503 is adopted, and the CP Notes will be issued, pursuant to the Marks-Roos Local Bond Pooling Act (Government Code Section 6584 *et seq.*) ("Act").

H. Pursuant to Government Code Section 6588(r), the Authority may perform any act necessary, convenient, or desirable to carry out any power authorized by the Act.

Section 2. Affirmation of Authorization to Use Wire Transfers. The Commission expressly affirms the authorization to use wire transfers for payments required under the CP Program (including payments to each of the CP Series-1 LOC Provider, the CP Series-2 LOC Provider, the Issuing and Paying Agent and the CP Dealer under the CP Series-1 Reimbursement Agreement, the CP Series-2 Reimbursement Agreement, the IPA Agreement and the Dealer Agreement and related agreements~~);~~). Subject to Section 3, these wire transfers may be processed without any further advance approval by the Commission, any committee of the Commission, or any appointed officer of the Authority.

Section 3. Processing of Wire Transfers. Each wire transfer for the CP Program shall be processed by the Director of Financial Services~~;~~ or in the absence the Director of Financial Services, by the Controller; upon the written approval by the Deputy Executive Director – Finance and Administration (or, in the absence of the Deputy Executive Director – Finance and Administration, by the Senior Deputy Executive Director or the Executive Director. If a single wire transfer exceeds \$10,000,000, or if combined wire transfers within a 24-hour period exceed such amount, then approval by either the Treasurer or the Auditor shall also be required. Approval of the Treasurer or the Auditor may initially be granted verbally but, in such event, the approval shall be memorialized in a writing signed by the approving officer within 48 hours unless a longer period is necessary due to extenuating circumstances.

Section 4. Quarterly Reports. The Director of Financial Services shall provide quarterly reports of completed wire transfers. Such reports shall be provided to (i) the Treasurer after the end of each fiscal quarter, and (ii) the Finance and Administration Committee as part of the Treasurer's Report.

Section 5. Clarifications. For clarification, with respect to any particular payment for the CP Program, this Resolution does not preclude the use of any other payment method which the Authority customarily uses, to the extent such other method is permitted under the applicable CP Program Agreement and the Authority may meet its obligation in a timely manner. Further, in no way shall this Resolution be read to limit any authorization given under Resolution No. 503. To the extent any provision of this



**EXHIBIT B**

Resolution conflicts with prior resolutions adopted by the Commission or the Authority Expenditure Policy, this Resolution shall control.

Section 4.    Effective Date. This Resolution shall be effective upon adoption.

Adopted this \_\_\_\_ 28th day of \_\_\_\_ August 2023.

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary



**EXHIBIT B**

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

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

AYES:

NOES:

ABSENT:

---

Frank R. Miller, Assistant Secretary



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
AUGUST 28, 2023**

**AWARD OF PROFESSIONAL SERVICES AGREEMENTS  
REPLACEMENT PASSENGER TERMINAL PROJECT**

Presented by John T. Hatanaka  
Senior Deputy Executive Director

**BACKGROUND**

With the progress continuing with the development of the Replacement Passenger Terminal (“RPT”) Project, at its meeting on August 2, 2023, the Executive Committee voted unanimously (3–0) to recommend that the Commission approve new professional services agreements (“PSAs”) with the following seven consultants to continue their services assisting Staff, Jacobs Project Management Inc. (“Jacobs”), and Holder, Pankow, TEC - A Joint Venture (“HPTJV”), with the project development. Except for a shut-down during the suspension of the project at the height of the COVID-19 pandemic, the Authority has been utilizing the following services for the project for several years: strategic planning, outreach and support services; financial feasibility, forecasting and advisory services; Passenger Facility Charge applications and implementation; and airline coordination and technical support services.

The proposed PSAs reflect support services needed through the forecasted schedule for Phase 1 of the RPT Project (design and construction of the RPT and associated improvements) and the start of Phase 2 (demolition of the current terminal).

The firms and associated services are:

- 1.) Strategic Planning and Development Agreement Compliance
  - a. Georgino Development LLC (“Georgino”)
- 2.) Outreach and Support Services
  - a. Woodward and Associates (“Woodward”)
- 3.) Financial Feasibility, Forecasting and Advisory Services
  - a. Ricondo & Associates (“Ricondo”)
  - b. Public Resources Advisory Group Inc. (“PRAG”)
  - c. THU Consulting Services (“THU”)
- 4.) Technical Support and Airline Coordination Services
  - a. Conway Consulting, Ltd. (“Conway”)
  - b. Airport & Aviation Professionals Inc. (“AvAirPros”)



## BACKGROUND

Significant progress has been made on the RPT Project since the restart in August 2021. This includes the transfer of project management to Jacobs in May 2022, the selection of HPTJV as the progressive design-build team in December 2022, and the selection of the “Icon” design concept in April 2023.

During the next three fiscal year cycles a number of activities are anticipated. These include development of a replacement Master Indenture, negotiation of a replacement Airport Use Agreement, and preparation of an updated Competition Plan. They also include continued efforts to obtain a Transportation Infrastructure Finance and Innovation Act (“TIFIA”) loan, filing of an additional Passenger Facility Charge Application for local funding match to the Airport Improvement Program and Bipartisan Infrastructure Law grants being pursued, and completion of a plan of finance. These efforts are in conjunction with the schedule from the Jacobs which currently forecasts a 60% design level and a guaranteed maximum price for the project by April 2024. At that time, construction funding sufficient to meet the obligations to HPTJV will need to be available for the project to proceed in order to meet the estimated completion date of October 2026.

To achieve these goals, Staff will work with the consultants listed above in the areas of document and agreement development, project feasibility analysis, financial modeling, project financing, presentations to rating agencies and potential investors, as well as working through the statutory language that provides airports eligibility for a TIFIA loan. Some of these efforts will need to be coordinated with Jacobs and HPTJV as well as the FAA Los Angeles Airports District Office. Additionally, the project involves other required improvements specified in the Development Agreement with the City of Burbank including the aircraft apron, roads, curb front, parking facilities support facilities, and demolition of the existing terminal. Included with ensuring compliance with the Development Agreement, as the design effort progresses, is the costs of the infrastructure requirements and utilities in accordance with Burbank’s ordinances which will require a multi-discipline effort.

These seven consultants have worked on the RPT Project in various stages since the beginning, and they will work with Staff and with each other to help achieve these goals.

Copies of the proposed PSAs for these firms are attached.

## PROPOSED AGREEMENTS AND BUDGETS

### 1.) Strategic Planning

#### a. Georgino

1. Term: July 1, 2023 to June 30, 2027
2. FY 2024 Monthly retainer: \$4,800
3. FY 2024 Budget: \$57,600
4. Termination: Seven days’ notice by either party



2.) Outreach and Support Services

b. Woodward

1. Term: July 1, 2023 to June 30, 2025
2. FY 2024 Monthly retainer: \$3,000
3. FY 2024 Budget: \$36,000
4. Termination: Seven days' notice by either party

3.) Financial Feasibility, Forecasting and Advisory Services

c. Ricondo (RPT related services)

1. Term: July 1, 2023 to June 30, 2027
2. Time and Material plus expenses
3. FY 2024 Budget: \$356,000
4. Termination: Fifteen days' notice by either party

d. Ricondo (PFC related service)

1. Term: July 1, 2023 to June 30, 2027
2. Time and Material plus expenses
3. FY 2024 Budget: \$124,100 subject to reimbursement through an approved PFC Application
4. Termination: Fifteen days' notice by either party

e. PRAG

1. Term: July 1, 2023 to June 30, 2027
2. Time and Material plus expenses
3. FY 2024 Budget: \$275,000
4. Termination: Fifteen days' notice by either party

f. THU

1. Term: July 1, 2023 to June 30, 2027
2. Time and Material plus expenses
3. FY 2024 Budget: \$150,000
4. Termination: Ten days' notice by either party

4.) Technical Support and Airline Coordination

g. Conway

1. Term: July 1, 2023 to June 30, 2024
2. Time and Material plus expenses
3. FY 2024 Budget: \$150,000
4. Termination: Seven days' notice by either party

h. Airport and Aviation Professionals

1. Term: July 1, 2023 to June 30, 2027
2. Time and Material plus expenses



3. FY 2024 Budget: \$350,000
4. Termination: Fifteen days' notice by either party

Below is a chart of FY 2023 expenditures and proposed FY 2024 contract amounts:

Replacement Passenger Terminal Professional Support Services						
				FY 2023 Appropriations	FY 2023 Estimated Actuals	FY 2024 Proposed Contract
<u>Strategic Planning and Development Agreement Compliance</u>						
Georgino Development LLC				\$ 54,000	\$ 54,000	\$ 57,600
<u>Outreach and Support Services</u>						
Woodward and Associates				\$ 36,000	\$ 36,000	\$ 36,000
<u>Financial Feasibility, Forecasting and Advisory Services</u>						
Ricondo & Associates (RPT Services)				\$ 299,730	\$ 312,824	\$ 356,000
Ricondo & Associates (PFC Services; subject to reimbursement)						\$ 124,100
Public Resources Advisory Group Inc.				\$ 188,000	\$ 213,667	\$ 275,000
THU Consulting Services				\$ 75,000	\$ 77,360	\$ 150,000
<u>Technical Support and Airline Coordination Services</u>						
Conway Consulting, Ltd				\$ 148,000	\$ 148,577	\$ 150,000
Airport & Aviation Professionals Inc.				\$ 200,000	\$ 177,744	\$ 350,000

The service rendered by Ricondo, PRAG, and THU respectively exceed the FY 2023 appropriations by \$13,094, \$25,667 and \$2,360. This occurrence was due to the additional requirements to complete the Commercial Paper program as well as additional data requests made by the Build America Bureau in connection with the Authority's pursuit of a TIFIA loan. The budget amount listed above in the "Proposed Contract" column for these services are included in the adopted FY 2024 Budget for the RPT Project. If additional activities are required during the fiscal year to meet the requirements to fulfill the required construction financing during the second half of the fiscal year, Staff will return to the Committee and the Commission seeking additional appropriation authorization.

### RECOMMENDATION

At its meeting on August 2, 2023, the Executive Committee voted unanimously (3-0) to recommend that the Commission approve the proposed PSAs with Georgino, Woodward, Ricondo, PRAG, THU, Conway and AvAirPros, and to authorize the President to execute the same.



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
AUGUST 28, 2023**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT  
RELIANCE ENGINEERS, LLC**

Presented by John T. Hatanaka  
Senior Deputy Executive Director

**SUMMARY**

Subject to the recommendation of the Legal, Government and Environmental Affairs Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to award a Professional Services Agreement ("Agreement") to Reliance Engineers, LLC ("Reliance"), copy attached, for continued technical support and advisory services in a not-to-exceed amount of \$95,000 in conjunction with the Authority's California Environmental Quality Act ("CEQA") lawsuit against the California High-Speed Rail Authority ("CHSRA").

**BACKGROUND**

On February 17, 2022, the Authority filed a CEQA lawsuit against CHSRA challenging the adequacy of CHSRA's Final Environmental Impact Report/Environmental Impact Statement for the Burbank to Los Angeles Project Section of the proposed California High-Speed Rail System. The lawsuit is Case No. 34-2022-80003821 in the Sacramento County Superior Court.

Since then Authority General Counsel, staff and representatives of CHSRA have had multiple settlement discussions and negotiations are ongoing. Topics being discussed include engineering methods, tunneling methods, and construction approaches. While the Authority has subject matter experts it is able to rely on for a number of these items, expertise in geotechnical, tunneling, and structural engineering was deemed necessary due to CHSRA's proposed alignment of its project through and under the Airport property.

Reliance is a Massachusetts-based multi-discipline engineering firm established in 2013. Reliance's principals have many decades of experience providing bridge and structural engineering, tunnel engineering, underground construction, complex geotechnical engineering, risk assessment and risk management as well as project management and project controls. They have been and currently are involved in many bridge, tunneling and underground construction projects in the United States and overseas. Some of Reliance's noteworthy projects are Central Artery Tunnel in Boston, Hamton Roads Bridge Tunnel Expansion Project, Logan Airport Terminal A and E Project and the State Route 99 Bored Tunnel Project in Seattle. Additionally, Reliance is one of the few technical expert firms found not to have a conflict in interest with the CHSRA project.

In accordance with the Authority's Expenditure Policy, Reliance initially was engaged through a Purchase Order with a not-to-exceed amount of \$75,000. Reliance has participated in discussions with CHSRA subject matter experts regarding the routing, design, engineering, and construction approach of the CHSRA train's route through Airport.



As the settlement discussions continue with CHRSA representatives, Reliance's expertise continues to be needed in support of Authority General Counsel and staff. As such, staff has negotiated with Reliance an Agreement for continued services in the not-to-exceed amount of \$95,000 through June 30, 2024.

#### FUNDING

Appropriations for these services 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 Commission approval of the proposed Agreement with Reliance and authorize the President to execute the same.



**PROFESSIONAL SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / Reliance Engineers)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated September 18, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("BGPAA"), a California joint powers agency, and Reliance Engineers, LLC ("Consultant"), a Massachusetts limited liability company.

**RECITALS**

- A. BGPAA owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport").
- B. The California High-Speed Rail Authority ("CHSRA") is a state agency responsible for planning, designing, constructing, and operating a high-speed train system to serve the Los Angeles to San Francisco mainline route and other major California cities.
- C. BGPAA has filed a California Environmental Quality Act lawsuit against CHSRA in Sacramento County Superior Court in a case entitled *Burbank-Glendale-Pasadena Airport Authority v. California High-Speed Rail Authority* (Case # 34-2022-80003821) ("Lawsuit").
- D. To assist in the litigation of the Lawsuit, BGPAA desires to retain Consultant to provide the following professional services: document review and technical advisory services for BGPAA staff and counsel related to CHSRA project construction elements proposed to be on or under Airport property.

**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. "Airport Rules and Regulations": July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.
- B. "Commencement Date": September 1, 2023.
- C. "Contract Administrator": John T. Hatanaka or a duly authorized designee.
- D. "Contract Limit": \$95,000.
- 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. "Fee Schedule": the fee schedule set forth in the Proposal.
- I. "Indemnitees": BGPAA, TBI, the Cities of Burbank, Glendale, and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.
- J. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B.
- K. "Proposal": Consultant's March 25, 2022 proposal set forth in the attached Exhibit A.
- L. "Services": the tasks set forth in the Proposal.
- M. "TBI": TBI Airport Management, Inc.

## **2. Services.**

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.

B. Consultant shall perform all work to professional standards and in a manner reasonably satisfactory to BGPAA. Consultant shall consult the Contract Administrator for any decisions that must be made by BGPAA. 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 BGPAA relating to Consultant's performance of the Services, Consultant shall provide any reasonable assistance and cooperation that BGPAA 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 BGPAA 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. BGPAA shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee



Schedule. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

B. Consultant shall submit monthly invoices to BGPAA 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, BGPAA shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, BGPAA shall pay all undisputed amounts on the invoice. BGPAA 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 BGPAA, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of BGPAA or to act otherwise on behalf of BGPAA as an agent. Neither BGPAA 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. Airport Rules and Regulations.** Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage ([hollywoodburbankairport.com](http://hollywoodburbankairport.com)), and Consultant may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

**7. 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 BGPAA of that fact within one business day. Consultant's obligation under this section shall survive expiration or termination of this Agreement.

**8. 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 BGPAA without limitation upon use or dissemination by BGPAA. Any use of such work product by BGPAA outside of the scope of this Agreement shall be at BGPAA's risk.

**9. Confidentiality.** Consultant acknowledges that it is being retained to assist BGPAA staff and counsel in their litigation of the Lawsuit. 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 BGPAA at expiration or termination of this Agreement. Consultant's obligations under this section shall survive expiration or termination of this Agreement.

**10. Conflict of Interest.** Consultant shall not undertake any work for CHSRA during the pendency of the Lawsuit. 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.

**11. Indemnification.**

A. Consultant shall hold harmless and indemnify the Indemnitees from and against any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including reasonable fees of attorneys), judgments, liens, losses, penalties, and proceedings (collectively, "Liabilities") that arise out of the negligent acts or omissions of Consultant or its consultants 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 BGPAA. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of BGPAA, as determined by final arbitration or court decision or by consensus of the parties.

**12. 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.

**13. Suspension.** The Contract Administrator may suspend all or any part of the Services for BGPAA's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

**14. 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: John T. Hatanaka  
E-mail: [JHATANAKA@bur.org](mailto:JHATANAKA@bur.org)

Consultant  
Reliance Engineers  
30 Yarmouth Road  
Wellesley, MA 02481  
Attn: Tony Lancellotti, PE  
E-mail: [lancellotti@reliance-eng.com](mailto:lancellotti@reliance-eng.com)



**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**[SIGNATURES ON FOLLOWING PAGE]**



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

**Reliance Engineers, LLC**

By: 

Print Name: Sena Kumarasena

Title: Manager

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

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

Title: 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**

\_\_\_\_\_  
Felicia Williams, President

Approved as to form:

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



**EXHIBIT A**  
**Proposal**

(attached)



April 6, 2023



Mr. John T. Hatanaka  
Senior Deputy Executive Director  
Hollywood Burbank Airport  
2627 N. Hollywood Way  
Burbank, CA 91505

Re: Technical Advisory Services to the Hollywood Burbank Airport - On Issues Relating to the California High-Speed Rail Authority's (CHSRA) Planned Tunnel Construction through the Airport For the Fiscal Year 2023 – 2024.

Dear Mr. Hatanaka:

Reliance Engineers LLC has been providing technical advisory services to the Hollywood Burbank Airport since March of 2022 on matters relating to the Airport's concerns over the planned tunneling through the Airport Grounds.

For planning purposes, we would like to suggest allocating \$95,000 for services that may become necessary during the upcoming fiscal year 2023-2024. Any unused funds currently allocated can also be carried over to the fiscal year 2023-2024.

We want to thank Hollywood Burbank Airport for this opportunity to provide professional services to the airport, and we are looking forward to continuing our technical assistance to the airport on this matter.

Please do not hesitate to call me if you have any questions or require further clarifications.

Sincerely,

Sena Kumarasena, PhD, PE  
Principal Engineer  
Reliance Engineers LLC  
[senak@reliance-eng.com](mailto:senak@reliance-eng.com)



## **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, return receipt requested, has been given to BGPAA.

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 BGPAA for injuries to employees of Consultant resulting from work for BGPAA 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, BGPAA 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 BGPAA.

4. Consultant shall furnish to BGPAA 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. BGPAA reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its consultants 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 consultant agreements to BGPAA for review.

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

7. BGPAA 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**

For purposes of this Exhibit, the term "Contractor" shall 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.



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
AUGUST 28, 2023**

**JANITORIAL SERVICES TRANSITION  
DIVERSE FACILITY SOLUTIONS CONTRACT AMENDMENT AND  
C&W FACILITY SERVICES CONTRACT AWARD**

Presented by Patrick Lammerding  
Deputy Executive Director, Planning and Development

**SUMMARY**

Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately prior to the Commission meeting, Staff seeks approval to: (i) approve an amendment to the Janitorial Services Agreement with Diverse Facility Solutions, Inc. (“DFS”) to extend the term until October 31, 2023 and increase the monthly fee; and (ii) award a 12-month Janitorial Services Agreement to C&W Facility Services Inc. (“C&W”), which will commence on November 1, 2023. During the next 12 months, staff will issue a Request for Proposals (“RFP”) for a long-term janitorial services provider.

**BACKGROUND**

On August 28, 2019, the Commission awarded an agreement to DFS to provide janitorial services throughout the airport terminal and in specific Authority facilities outside of the terminal building. The agreement was for a base term of three years, with the option to extend for two additional one-year periods and a subsequent month-to-month extension option. DFS provides approximately 30 full-time staff via three shifts and provides janitorial services 24 hours a day, 7 days a week. The DFS agreement provides a fixed monthly cost for each of the three years in the base term and the option years, if exercised. The Authority reimburses DFS monthly for the actual cost of consumables.

On August 15, 2022, the Commission authorized the exercise of the first one-year extension option for the DFS agreement and a 14.9% increase in monthly fees to address changes in operating costs, including increases in workers compensation, general liability insurance, health, and welfare benefits. That extension ends on August 31, 2023. DFS has requested another monthly fee increase to be applied to the remaining one-year extension if it is exercised. The current monthly fee is \$161,417.75, plus approximately \$30,000 per month in consumables. DFS has requested a new monthly rate of \$196,389.71, which is a 22% increase.

In recent months, staff have noticed a marked decline in the consistency and level of service provided by DFS. This includes a decline in the cleanliness of the passenger terminals, administrative spaces not meeting acceptable standards, and an observable staffing shortage and rotating on-site management. Staff met with DFS upper management to request that an immediate plan of action be implemented to correct the deficiencies.



Unfortunately, it has become apparent that DFS is no longer able to provide consistent resources to meet the standards of the agreement.

An RFP for long term janitorial services will be issued in order to select a proposer within the next 12 months. However, during this period, DFS and staff agreed that the Authority should transition to another service provider to provide janitorial services during the RFP process. Given the limited time to procure a temporary janitorial service provider, staff contacted C&W, a known entity with an airport janitorial services background and familiarity with the operations of an airport. C&W provided a proposal that identified a 60-day transition plan, and initiation of janitorial services thereafter. The proposed amendment to the DFS agreement would extend the DFS agreement by 60 days, until October 31, 2023, and increase the monthly fee to \$196,389.71. This 60-day extension is intended to facilitate the transition to C&W, including meeting with the current labor representative, SEIU-United Service Workers West. C&W is the janitorial services provider at Terminals 2 and 3 at LAX.

The DFS agreement requires DFS to provide 4,855 monthly service hours. The proposal received from C&W proposes 5,200 monthly hours at a cost of \$190,612.04 per month, with an additional estimate of \$25,200.00 monthly for consumables. Staff has confirmed that C&W receives lower pricing on consumables due to national contracts and inventory control procedures, generating savings over the current provider which would be directly passed on to the Authority. Staff feel that the additional monthly hours and reduced pricing on consumables would be beneficial to the Authority both in value and in meeting the expectation for cleanliness.

In sum, the proposed DFS amendment will extend that contract to October 31, 2023, and will increase the monthly fee by \$34,971.96 for the 60-day extension period. The proposed 12-month agreement with C&W, copy attached, would begin on November 1, 2023, after the 60-day transition period. C&W will comply with the Displaced Janitor Opportunity Act as described in State of California Labor Code § 1061 and will work with SEIU- United Service Workers West to facilitate an orderly transition.

## BUDGET

Appropriations for these services are included in the adopted FY 2024 budget. These appropriations are sufficient to cover the costs of the proposed 60-day contract extension with DFS, and the services of C&W during FY 2024.

## RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately prior to the Commission meeting, Staff seeks approval of the proposed DFS contract amendment for a 60-day extension and increased monthly fee, the proposed C&W agreement for a 12-month contract period, and authorization for the President to execute the same.



**AMENDMENT NO. 1**  
**TO JANITORIAL SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / Diverse Facility Solutions, Inc.)

THIS AMENDMENT NO. 1 ("First Amendment") to the September 1, 2019 Janitorial Services Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Authority"), and Diverse Facility Solutions, Inc., an Illinois corporation ("Contractor"), is dated August 21, 2023 for reference purposes. Contractor and the Authority may each be referred to hereinafter individually as a "party" or collectively as the "parties."

**RECITALS**

A. The parties executed the Agreement to provide for the Authority's retention of Contractor to perform airport janitorial services.

B. On August 15, 2022, the Authority sent a letter to Contractor ("Extension Letter") providing notice that the Authority Commission approved: (i) the requested monthly fee increase; and (ii) the exercise of Extension Option 1, extending the term of the Agreement through August 31, 2023.

C. The parties desire to amend the Agreement to extend the term of the Agreement until October 31, 2023 and increase the monthly fee.

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

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

**"3. Term.** The term of this Agreement begins on September 1, 2019 and ends on October 31, 2023."

**2. Amendment of Section 4.** Paragraph A of Section 4 (Fees) of the Agreement is amended to read as follows:

**"A.** The Authority shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment of a monthly fee in the amount of One Hundred Ninety-Six Thousand, Three-Hundred Eighty-Nine Dollars and Seventy-One Cents (\$196,389.71) ("Monthly Fee")."

**3. Effectiveness.** This First Amendment shall be effective on August 21, 2023.

**4. Counterparts.** This First Amendment may be executed in one or more counterparts (including by means of telecopied signature page or as a PDF or similar attachment to an electronic communication).



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

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

Diverse Facility Solutions, Inc.

By: Mark S. Wright

Print Name: Mark S. Wright

☐ Chairperson ☒ President ☐ Vice President

By: Charles Cole

Print Name: CHARLES COLE

☐ Secretary ☐ Asst. Secretary  
☒ Chief Finance Officer ☐ Asst. Treasurer

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

**Burbank-Glendale-Pasadena Airport Authority**

Felicia Williams, President

Approved as to form:

Richards, Watson & Gershon  
A Professional Corporation



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
AUGUST 28, 2023**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT  
AIR SERVICE 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 prior to the Commission meeting, Staff seeks Commission approval to award a Professional Services Agreement (“Agreement”), copy attached, to Arthur D. Little, LLC (“ADL”) for continued air service consulting services. The services to be provided by ADL are complementary to the airport marketing consulting services obtained through the contract recently awarded to Anyone Collective. The proposed cost for the proposed services are for an amount not-to-exceed \$70,000.

**BACKGROUND**

Staff has previously engaged the services of air service consulting firms in connection with the Authority’s general air service retention and development efforts. These firms provide data research and market analysis that airlines review in considering whether current air services at an airport are to be maintained or if other potential market opportunities exist. ADL is an international management consultant firm that provides an array of services including market research, strategy, and information management.

Since 2017, Staff has utilized the expertise of Mr. Richard Sullivan, an Associate Consultant with ADL. Mr. Sullivan has many years of experience, knowledge, and contacts in the field of aviation and assisted Staff with bringing recognition to Hollywood Burbank Airport’s location and opportunities for air carriers’ consideration. His continuing involvement has significantly helped the development of new nonstop flight segments.

As Hollywood Burbank Airport works to continue an upward trajectory towards passenger levels experienced before the pandemic, Staff seeks to continue the air service retention and development initiative utilizing the services of Mr. Sullivan. The collaboration will continue to focus on retention of existing route networks, identifying potential new markets, and cultivating interest from air carriers to include Hollywood Burbank Airport in their future network planning.

**PROPOSAL DETAILS**

Under the proposed Agreement, ADL will provide Staff with on-call support for air service research, communication recommendations with airline network planning and scheduling representatives, marketing data support, and background information regarding policy and



regulatory matters that may impact the aviation industry. Services also include ADL's participation with Staff at airline meetings and air service conferences.

#### BUDGET IMPACT

Appropriations for these services are included in the adopted FY 2024 budget.

#### RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately prior to the Commission meeting, Staff seeks approval of the Commission that it award ADL the proposed Agreement in an amount not-to-exceed \$70,000 for air service consulting services and that the President be authorized to execute the same.



**PROFESSIONAL SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / Arthur D. Little, LLC)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated August 21, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Arthur D. Little, LLC, (“Consultant”), a Delaware limited liability company (“Consultant”).

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

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: air service development support for FY 2023.

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. “Commencement Date”: September 1, 2023.
- B. “Contract Administrator”: Nerissa Sugars or a duly authorized designee.
- C. “Contract Limit”: \$70,000.
- D. “Executive Director”: Frank R. Miller or a duly authorized designee.
- E. “Expiration Date”: August 31, 2024.
- F. “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.
- G. “Fee Schedule”: the fee schedule set forth in the Proposal.
- H. “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.
- I. “Insurance Requirements”: the insurance requirements set forth in the attached Exhibit B.
- J. “Proposal”: Consultant’s July 24, 2023 proposal attached as Exhibit A.



K. “Services”: the tasks set forth in the Proposal.

## **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 according to the Fee Schedule. 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. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

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



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

Consultant  
Arthur D. Little, LLC  
10 High Street, Suite 900  
Boston, MA 02110  
Attn: Jim Miller  
E-mail: [miller.jim@adlittle.com](mailto:miller.jim@adlittle.com)

**13. 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.

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

**15. 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.

**16. 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.

**17. 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.

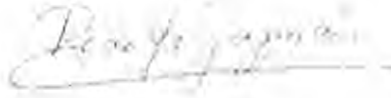


**TO EXECUTE THIS AGREEMENT**, the parties have caused their authorized representatives to sign below.

**Arthur D. Little, 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**

\_\_\_\_\_  
Felicia Williams, President

Approved as to form:

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



**EXHIBIT A**  
**Proposal**

(attached)





Arthur D. Little, LLC  
10 High Street, Suite 900  
Boston, MA 02110  
U.S.A.

July 24, 2023

Ms. Nerissa Sugars  
Director  
Communications and Air Service  
Burbank-Glendale-Pasadena Airport Authority  
2627 North Hollywood Way  
Burbank, CA 91505

Dear Nerissa:

Arthur D. Little (“ADL”) is pleased to present this proposal to provide air service development support to the Burbank-Glendale-Pasadena Airport Authority (“Authority”)

ADL proposes the following:

**Ad Hoc Services**

ADL will undertake the following activities in support of the Authority’s air service development efforts:

Provide the Authority with on call support for various air service development related efforts from September 1, 2023, to August 31, 2024.

- Provide advice on air carrier communications.
- Provide BUR airport management with intelligence on potential air service development opportunities.
- Provide advice related to policy and regulatory matters.
- Provide miscellaneous air carrier and market analysis, as requested.

Provide services to support the Authority’s participation at airline/airport conferences such as World Routes, Routes Americas, and Jumpstart.

Services to be provided in conjunction with these conferences could include:

- Review with the Authority air carriers planning to attend each conference to assist in the prioritization of requests for airline meetings.
- In conjunction with the Authority, develop objectives for each air carrier meeting.
- Analyze and recommend an approach, including target markets, for each of the air carrier meetings.



- Prepare marketing and analytical materials, as appropriate, for the one-on-one airline meetings.
- Support follow up efforts with air carriers directly related to interactions at these conferences.
- At the Authority's option on-site support and participation at each conference.

**Proposed Budget**

The proposed budget for the activities outlined above, including estimated reimbursable expenses, is not to exceed \$70,000.00.

Work on these tasks will be billed at the following hourly rates:

Staff	Hourly Rate
Project Manager	\$250.00
Consultant	\$200.00
Graphic Artist	\$100.00

Reimbursable expenses will be charged to the Authority at cost, subject to prior approval by the Authority. The budget includes an estimate for reimbursable expenses.

Please let us know if you have any questions regarding this proposal.

With best regards,



**Jim Miller**

Partner  
Arthur D. Little, LLC

E: miller.jim@adlittle.com / T: 301-850-8050



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

B. 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.

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

D. 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.

E. 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, or 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.



F. 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.

G. 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.

H. 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. 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. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work.



**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.



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
AUGUST 28, 2023**

**RENNE PUBLIC POLICY GROUP  
LEGISLATIVE REPRESENTATION SERVICE CONTRACT**

Prepared by Pamela Marcello  
Senior Director, Government & Public Affairs

**SUMMARY**

Subject to the recommendation of the Legal, Government and Environmental Affairs Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to award a Professional Services Agreement (“Agreement”) to Renne Public Policy Group (“RPPG”) for state legislative representation services in Sacramento. The proposed Agreement will have a three-year base term and two one-year extension options for the Authority. The compensation for RPPG will be \$8,300 per month plus expenses for the first year, and may be adjusted based on CPI-changes each subsequent year up to a 5% cap.

Due to the importance of these services, subject to the Committee’s recommendation, this item has also been placed on the Commission’s agenda for its meeting immediately following the Committee’s meeting.

**BACKGROUND**

Previously, the Authority had a contract with Arnold & Associates for state legislative services in Sacramento. That contract was active from 2002 until June 30, 2023. In anticipation of the expiration of this contract, Staff determined that seeking competitive proposals would ensure that the Authority has the best possible state legislative representation at this time, which is more important than ever due to the public policy issues associated with the Replacement Passenger Terminal Project.

**REQUEST FOR PROPOSALS**

On May 3, 2023, Staff issued a Request for Proposals (“RFP”) for legislative consulting services. A mandatory pre-proposal meeting was held on May 16, 2023. By the June 5, 2023 deadline, proposals were received from six consultancy firms: Arnold & Associates, California Advocacy, Collaborate, Lighthouse Public Affairs, RPPG, and The Musella Group. After evaluation, the three shortlisted firms invited for an interview at the Airport were Arnold & Associates, California Advocacy, and RPPG.

A three-person evaluation committee conducted a qualifications-based analysis of the proposals, focusing on the following categories with a maximum of 125 possible points:

**SC-1 Firm’s Experience, Background and Past Performance:** Demonstrated experiences providing services with five verifiable references, of which one reference is from a medium or large hub airport.



**SC-2 Qualifications of Proposed Project Team:** Demonstrated capability and requisite credentials to perform all tasks. Respondent has identified key personnel's professional background and caliber, including the qualifications of personnel assigned and descriptions of similar projects they have worked on.

**SC-3 Technical Approach and Appropriate Credentials:** Proposed approach demonstrates an in-depth understanding of the requirements and the ability to meet service objectives successfully. Respondent has demonstrated a full understanding of all services required described in the RFP and the Scope of Services.

**SC-4 Proposed Compensation:** All costs and fees for each year have been identified and listed.

**SC-5 Interviews:**

The Evaluation Committee conducted interviews with the three shortlisted firms on June 28, 2023. The purpose of the interviews was to gain clarity on the firm's understanding of the required services, staffing, on-site management, mobilization plan, and key personnel. The Evaluation Committee posed eight questions to each Respondent to understand the firm's approach in effecting legislative policy in Sacramento. The answers given helped the Evaluation Committee determine which firm was the most qualified to represent the Airport. The list of questions is provided.

On conclusion of the interviews, RPPG received the highest score of 114 points out of 125.

*Please refer to ranking scores on the following page.*

**RECOMMENDATION**

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to award the Agreement to RPPG and that the President be authorized to execute the same.



SELECTION CRITERIA		SC-1	SC-2	SC-3	SC-4	SC-5	TOTAL	RANK
		Experience, Background & Past Performance	Proposed Project Team Qualification	Technical Approach	Proposed Compensation	Interview	Points	
MAXIMUM POINTS POSSIBLE		25	25	25	25	25	125	
	<b>Arnold &amp; Associates</b>	23	19	16	25	13	<b>96</b>	<b>3</b>
	<b>California Advocacy</b>	24	25	24	18	18	<b>109</b>	<b>2</b>
	<b>Collaborate</b>	22	19	18	10		<b>69</b>	<b>5</b>
	<b>Lighthouse PA</b>	24	22	21	13		<b>80</b>	<b>4</b>
	<b>Renne PPG</b>	25	25	25	15	24	<b>114</b>	<b>1</b>
	<b>The Musella Group</b>	23	19	17	9		<b>68</b>	<b>6</b>



## INTERVIEW QUESTIONS

### RFP ADM23-03 LEGISLATIVE CONSULTING SERVICES

INTERVIEWEE: Renne Public Law Group  
DATE/TIME/LOCATION: June 28, 2023 / 2pm-3pm / Sky Room  
TIMELIMIT: 20 MINS PRESENTATION/ 40 MINS FOR QA

1. Frank Miller, Hollywood Burbank Airport Executive Director, and Pamela Marcello, Senior Director Government & Public Affairs, will be the point of contact for this engagement. Who from your firm will take the lead in directly working with the Hollywood Burbank Airport (BUR) and who will represent the Airport in Sacramento? Is it the same executive or different executives at your firm? **(4 points)**
2. What type of information will your firm need from BUR to effectively represent the Airport in Sacramento? **(3 points)**
3. There are a variety of bills that impact the aviation sector in this current legislative session. What are some of the current bills that your firm is aware of that impact CA airports in general? **(3 points)**
4. Knowing that BUR will have new representation in the State Assembly and Senate in Sacramento in 2024, how will your firm build these new relationships on behalf of the airport? **(3 points)**
5. AB 929 (McKinnor - Alcoholic beverage licenses: off-sale privileges: airports) Is an instrumental bill for the replacement passenger terminal now being built as it will enhance the passenger experience while waiting to board a flight. Given that the airlines are strongly opposed to the bill, what strategy would your firm develop to overcome this opposition? **(3 points)**
6. How would you choose an Assemblymember or Senator as an author and how would you develop a strategy if BUR needed to sponsor a bill? **(3 points)**
7. How would your firm enlist support from legislators from different regions in California (e.g., Central Valley, San Francisco Bay Area, Gold Coast) concerning a BUR public policy priority? **(3 points)**
8. How will your firm work to convey important information to the Newsom Administration on behalf of BUR? **(3 points)**



## Hollywood Burbank Airport

REVENUE PASSENGERS			June			January - June		
Signatory Airlines	2023	2022	% Change	2023	2022	% Change		
Alaska Airlines	63,302	45,627	38.74%	310,115	214,395	44.65%		
American Airlines	35,549	29,834	19.16%	221,669	163,938	35.22%		
Avelo Airlines	35,309	33,513	5.36%	161,462	178,552	-9.57%		
Delta Airlines	12,499	16,116	-22.44%	74,382	89,899	-17.26%		
Flair Airlines	0	2,588	-100.00%	0	9,325	-100.00%		
JetBlue Airways	7,038	9,543	-26.25%	39,673	72,376	-45.18%		
Southwest Airlines	324,637	368,160	-11.82%	1,815,757	1,860,813	-2.42%		
Spirit Airlines	16,256	13,067	24.40%	94,357	46,541	102.74%		
United Airlines	19,331	14,644	32.01%	109,750	69,403	58.13%		
<b>Non-Signatory Airlines</b>								
Frontier Airlines	0	9,383	-100.00%	5,482	52,248	-89.51%		
<b>Total Revenue Passengers</b>	<b>513,921</b>	<b>542,475</b>	<b>-5.26%</b>	<b>2,832,647</b>	<b>2,757,490</b>	<b>2.73%</b>		
Inbound (deplaned)	255,356	270,140	-5.47%	1,416,737	1,379,054	2.73%		
Outbound (enplaned)	258,565	272,335	-5.06%	1,415,910	1,378,436	2.72%		

AIRCRAFT OPERATIONS			June			January - June		
	2023	2022	% Change	2023	2022	% Change		
<b>Landings &amp; Takeoffs</b>								
Air Carrier	5,285	5,833	-9.39%	30,780	32,257	-4.58%		
Air Taxi	2,112	1,835	15.10%	12,916	11,065	16.73%		
General Aviation	1,781	2,295	-22.40%	10,957	13,614	-19.52%		
Military Itinerant	20	53	-62.26%	179	225	-20.44%		
<b>Subtotal</b>	<b>9,198</b>	<b>10,016</b>	<b>-8.17%</b>	<b>54,832</b>	<b>57,161</b>	<b>-4.07%</b>		
<b>Pass Through BUR Airspace</b>								
Civil Local	1,892	2,212	-14.47%	12,979	13,358	-2.84%		
Military Local		0	N/A	0	0	N/A		
<b>Subtotal</b>	<b>1,892</b>	<b>2,212</b>	<b>-14.47%</b>	<b>12,979</b>	<b>13,358</b>	<b>-2.84%</b>		
<b>Total Aircraft Operations</b>	<b>11,090</b>	<b>12,228</b>	<b>-9.31%</b>	<b>67,811</b>	<b>70,519</b>	<b>-3.84%</b>		

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

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

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

**Military Itinerant:** Military aviation activities

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

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

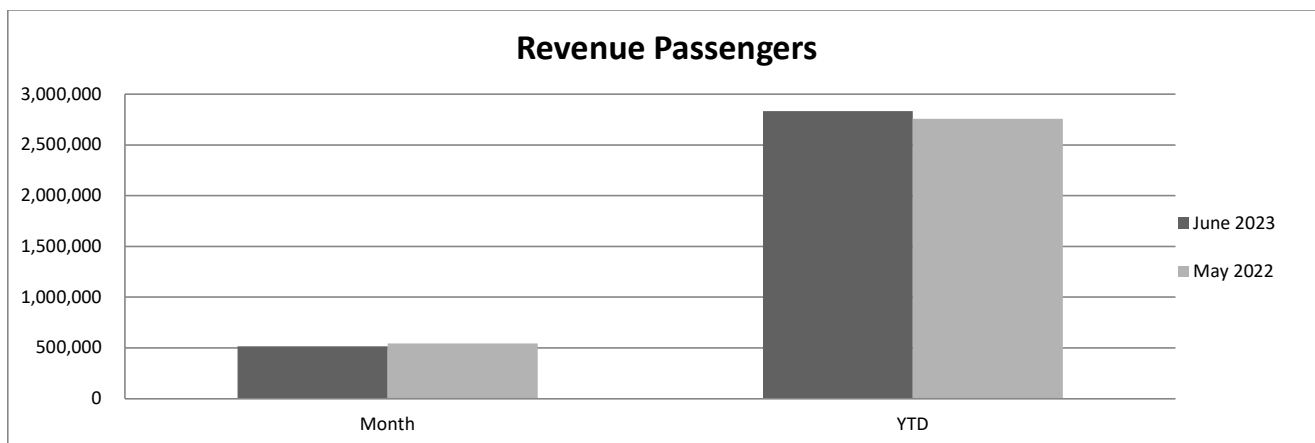


# Hollywood Burbank Airport

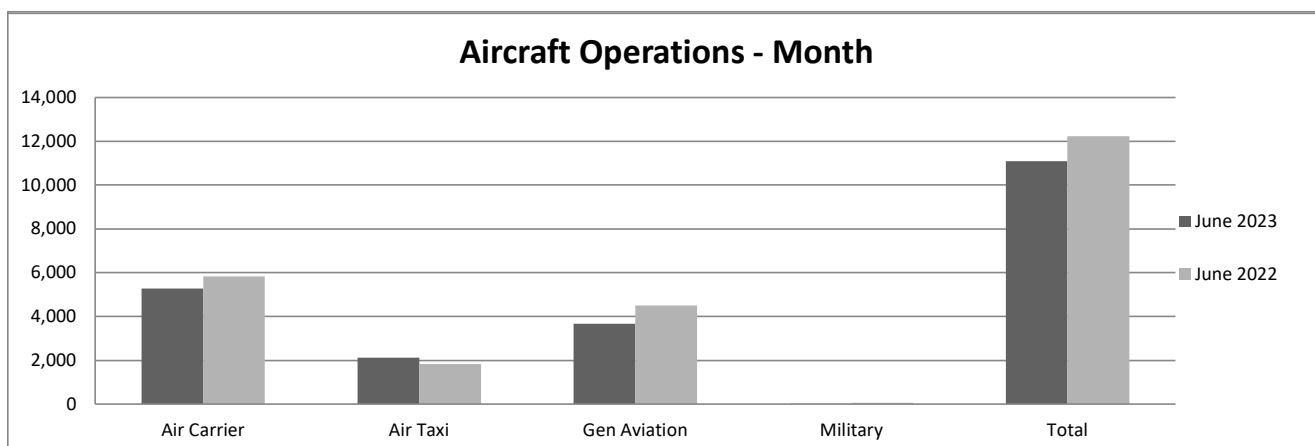
<b>AIR CARGO (lbs.)</b>	<b>June</b>			<b>January - June</b>		
<b>Signatory Airlines</b>	<b>2023</b>	<b>2022</b>	<b>% Change</b>	<b>2023</b>	<b>2022</b>	<b>% Change</b>
Alaska Airlines	2,439	2,002	21.83%	12,152	6,549	85.56%
American Airlines	0	2	-100.00%	13	621	-97.91%
Avelo Airlines						
Delta Airlines						
Flair Airlines						
JetBlue Airways						
Southwest Airlines	120,250	165,327	-27.27%	529,454	1,338,334	-60.44%
Spirit Airlines						
United Airlines	51,849	0	N/A	172,951	0	N/A
<b>Non-Signatory Airlines</b>						
Frontier Airlines						
<b>Other Scheduled Carriers</b>						
Federal Express	2,581,422	2,954,783	-12.64%	15,593,057	22,064,722	-29.33%
United Parcel Service	3,458,782	3,874,782	-10.74%	19,267,317	23,203,961	-16.97%
<b>Charter/Contract Carriers</b>						
Ameriflight	172,641	192,659	-10.39%	901,693	1,045,857	-13.78%
<b>Total Air Cargo</b>	<b>6,387,383</b>	<b>7,189,555</b>	<b>-11.16%</b>	<b>36,476,637</b>	<b>47,660,044</b>	<b>-23.46%</b>
Inbound (deplaned)	3,331,735	3,702,322	-10.01%	18,466,609	23,942,376	-22.87%
Outbound (enplaned)	3,055,648	3,487,233	-12.38%	18,010,028	23,717,668	-24.06%

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

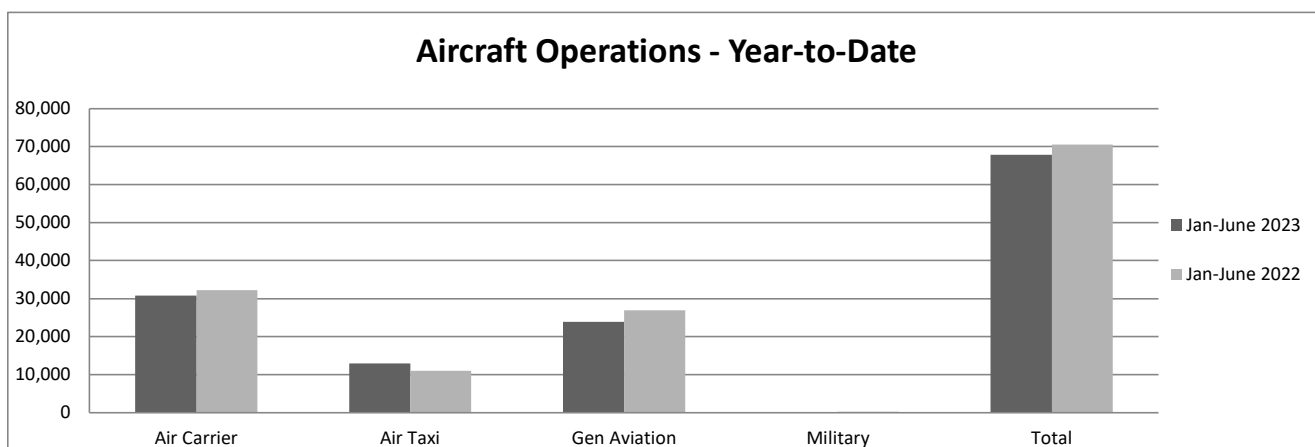




Revenue Passengers	Month	YTD
June 2023	513,921	2,832,647
May 2022	542,475	2,757,490
% Change	-5.26%	2.73%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
June 2023	5,285	2,112	3,673	20	11,090
June 2022	5,833	1,835	4,507	53	12,228
% Change	-9.39%	15.10%	-18.50%	-62.26%	-9.31%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-June 2023	30,780	12,916	23,936	179	67,811
Jan-June 2022	32,257	11,065	26,972	225	70,519
% Change	-4.58%	16.73%	-11.26%	-20.44%	-3.84%



# Hollywood Burbank Airport

## REVENUE PASSENGERS

	June			January - June		
Signatory Airlines	2023	2019	% Change	2023	2019	% Change
Alaska Airlines	63,302	60,648	4.38%	310,115	284,230	9.11%
American Airlines	35,549	33,422	6.36%	221,669	177,350	24.99%
Avelo Airlines	35,309	0	N/A	161,462	0	N/A
Delta Airlines	12,499	13,992	-10.67%	74,382	96,391	-22.83%
Flair Airlines	0	0	N/A	0	0	N/A
JetBlue Airways	7,038	20,907	-66.34%	39,673	126,665	-68.68%
Southwest Airlines	324,637	356,781	-9.01%	1,815,757	2,036,154	-10.82%
Spirit Airlines	16,256	3,681	341.62%	94,357	23,513	301.30%
United Airlines	19,331	30,784	-37.20%	109,750	158,478	-30.75%
<b>Non-Signatory Airlines</b>						
Frontier Airlines	0	0	N/A	5,482	0	N/A
<b>Total Revenue Passengers</b>	<b>513,921</b>	<b>520,215</b>	<b>-1.21%</b>	<b>2,832,647</b>	<b>2,902,781</b>	<b>-2.42%</b>
Inbound (deplaned)	255,356	258,606	-1.26%	1,416,737	1,448,861	-2.22%
Outbound (enplaned)	258,565	261,609	-1.16%	1,415,910	1,453,920	-2.61%

## AIRCRAFT OPERATIONS

	June			January - June		
	2023	2019	% Change	2023	2019	% Change
<b>Landings &amp; Takeoffs</b>						
Air Carrier	5,285	5,652	-6.49%	30,780	31,591	-2.57%
Air Taxi	2,112	1,835	15.10%	12,916	11,452	12.78%
General Aviation	1,781	2,675	-33.42%	10,957	15,797	-30.64%
Military Itinerant	20	44	-54.55%	179	269	-33.46%
<b>Subtotal</b>	<b>9,198</b>	<b>10,206</b>	<b>-9.88%</b>	<b>54,832</b>	<b>59,109</b>	<b>-7.24%</b>
<b>Pass Through BUR Airspace</b>						
Civil Local	1,892	2,188	-13.53%	12,979	13,444	-3.46%
Military Local	0	0	N/A	0	0	N/A
<b>Subtotal</b>	<b>1,892</b>	<b>2,188</b>	<b>-13.53%</b>	<b>12,979</b>	<b>13,444</b>	<b>-3.46%</b>
<b>Total Aircraft Operations</b>	<b>11,090</b>	<b>12,394</b>	<b>-10.52%</b>	<b>67,811</b>	<b>72,553</b>	<b>-6.54%</b>

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

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

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

**Military Itinerant:** Military aviation activities

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

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

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



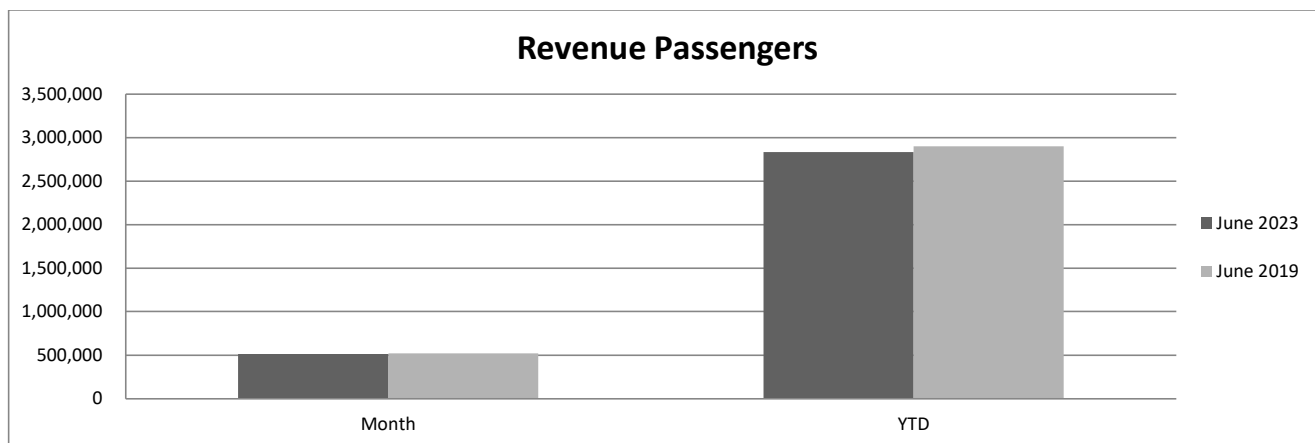
# Hollywood Burbank Airport

<b>AIR CARGO (lbs.)</b>	<b>June</b>			<b>January - June</b>		
<b>Signatory Airlines</b>	<b>2023</b>	<b>2019</b>	<b>% Change</b>	<b>2023</b>	<b>2019</b>	<b>% Change</b>
Alaska Airlines	2,439	797	206.02%	12,152	3,010	303.72%
American Airlines	0	0	N/A	13	29	-55.17%
Avelo Airlines						
Delta Airlines						
Flair Airlines						
JetBlue Airways						
Southwest Airlines	120,250	163,551	-26.48%	529,454	1,049,048	-49.53%
Spirit Airlines						
United Airlines	51,849	44,421	16.72%	172,951	45,565	279.57%
<b>Non-Signatory Airlines</b>						
Frontier Airlines						
<b>Other Scheduled Carriers</b>						
Federal Express	2,581,422	4,118,428	-37.32%	15,593,057	25,182,770	-38.08%
United Parcel Service	3,458,782	4,014,916	-13.85%	19,267,317	24,467,164	-21.25%
<b>Charter/Contract Carriers</b>						
Ameriflight	172,641	246,941	-30.09%	901,693	1,410,246	-36.06%
<b>Total Air Cargo</b>	<b>6,387,383</b>	<b>8,589,054</b>	<b>-25.63%</b>	<b>36,476,637</b>	<b>52,157,832</b>	<b>-30.06%</b>
Inbound (deplaned)	3,331,735	4,154,544	-19.81%	18,466,609	26,370,348	-29.97%
Outbound (enplaned)	3,055,648	4,434,510	-31.09%	18,010,028	25,787,484	-30.16%

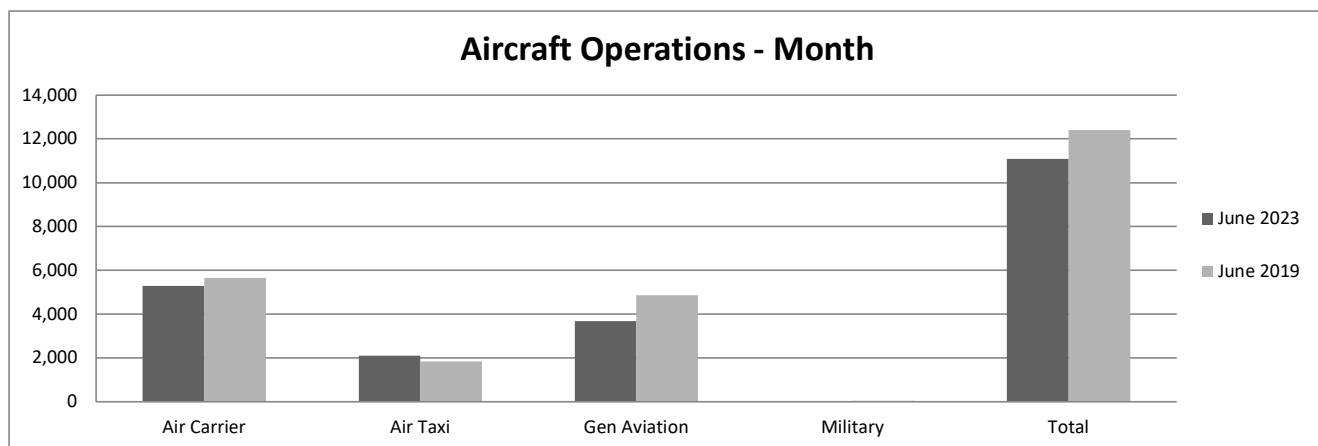
<b>MAIL (lbs.)</b>	<b>June</b>			<b>January - June</b>		
	<b>2023</b>	<b>2019</b>	<b>% Change</b>	<b>2023</b>	<b>2019</b>	<b>% Change</b>
American Airlines	0	0	N/A	0	6,032	-100.00%
<b>Total Mail</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>0</b>	<b>6,032</b>	<b>-100.00%</b>
Inbound (deplaned)	0	0	N/A	0	3,016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

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

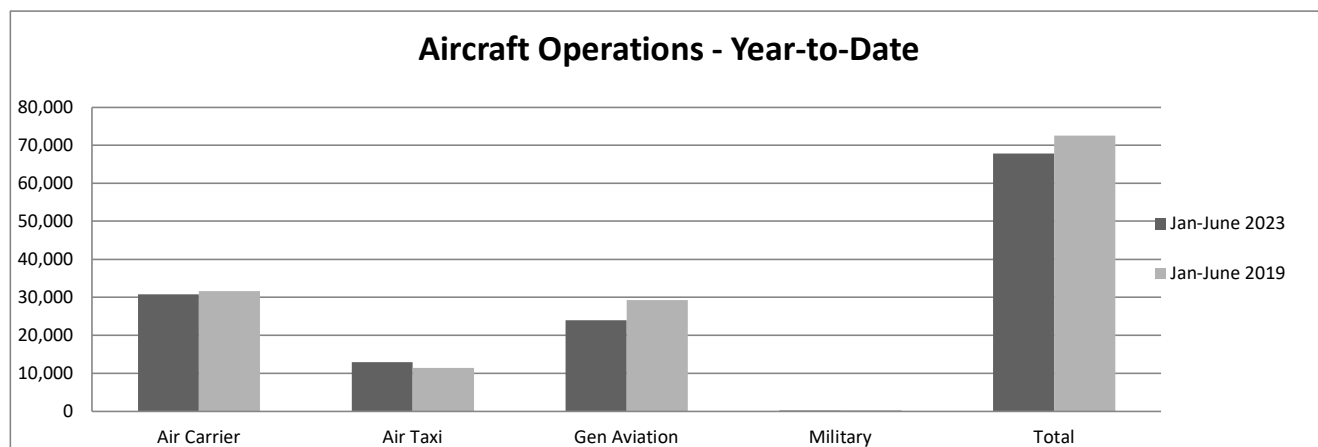




Revenue Passengers	Month	YTD
June 2023	513,921	2,832,647
June 2019	520,215	2,902,781
% Change	-1.21%	-2.42%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
June 2023	5,285	2,112	3,673	20	11,090
June 2019	5,652	1,835	4,863	44	12,394
% Change	-6.49%	15.10%	-24.47%	-54.55%	-10.52%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-June 2023	30,780	12,916	23,936	179	67,811
Jan-June 2019	31,591	11,452	29,241	269	72,553
% Change	12.78%	-30.64%	-18.14%	-33.46%	-6.54%



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
AUGUST 28, 2023**

**HOLLYWOOD BURBANK AIRPORT  
REPLACEMENT PASSENGER TERMINAL PROJECT  
SUBCONTRACTOR PROCUREMENT OVERVIEW**

Presented by:  
Roger Johnson  
Executive Program Manager  
Jacobs Project Management Co.

Jeanne Heston  
Director, Preconstruction  
Holder Construction

**BACKGROUND**

With the progress continuing with the development of the Replacement Passenger Terminal ("RPT") Project, this item was agendaized for Holder, Pankow, TEC - A Joint Venture ("HPTJV") to brief the Executive Committee on the contractual requirements for subcontractor trade package procurements at its special meeting on August 2, 2023, and will now be presented to the Commission. Subcontractor procurements do not require Authority approval, and this item for discussion will allow HPTJV to describe its commitment to community participation in the RPT Project.

**PROJECT PROCUREMENT GOAL**

HPTJV has set the following community participation goal for the RPT Project: "To provide the best value to Hollywood Burbank Airport RPT Project by creating opportunities for the local community to participate in the project in a way that builds capacity for future work and ensures the mutual success of the Subcontractors, Design-Builders and BGPAA."

**CONTRACTURAL REQUIREMENTS**

The Design-Build Agreement between the Authority and HPTJV contains a number of requirements for subcontractor trade package procurements. Such procurements must:

1. Comply with Federal Regulation 2 CFR Part 200 in order for the RPT Project to be eligible for federal funding;
2. Meet the contract requirement minimum of 18% Disadvantage Business Enterprise ("DBE") participation as well as workforce goals for Women, Minorities and Disabled Veteran Workers; and



3. Meet the subcontracting requirement in Section GC-8 of the Design-Build Agreement that “requires the Design-Builder to conduct an Outreach Effort to attract broad interest”.

#### OUTREACH AND PREQUALIFICATIONS REQUIREMENTS

HPTJV's first outreach event was held on May 17, 2023. This event drew 180 attendees and resulting in over 130 prequalification submittals. Additionally HPTJV has contacted over 2000 firms and reached out to over 13 local and Small Business Enterprise (“SBE”), Minority and Women-owned Business Enterprises (“MWBE”), and DBE organizations. Through this outreach HPTJV provided schedule and trade package information, described the prequalification process, and provided in-person connections with members of the joint venture team and in-person connection with possible trade partners.

Further, HPTJV is providing prequalification support to provide the broadest opportunities for interested parties by providing access to the Subcontractor Default Insurance program and a Contractor Controlled Insurance Program removing bonding and insurance obstacles to participation in the Project.

#### FEDERAL AVIATION ADMINISTRATION APPROVAL

In April, Staff, Jacobs Project Management, and HPTJV had an initial meeting with FAA to review the draft Procurement Plan for compliance with 2 CFR Part 200. Discussions with FAA are continuing, and it is anticipated that FAA will approve the plan in the near-term.

#### PROJECT WEBSITE INFORMATION:

For additional information, a project website is available at [www.hptjvteam.com](http://www.hptjvteam.com) that provides real-time updates, access to prequalification, bid opportunities, and HPTJV contact information.



## **PROFESSIONAL SERVICES AGREEMENT**

(Burbank-Glendale-Pasadena Airport Authority / Georgino Development LLC)

THIS PROFESSIONAL SERVICES AGREEMENT is dated August 21, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority") and Georgino Development LLC (Tax I.D. #20-1928955) ("Consultant").

### **RECITALS**

A. The Authority seeks to retain Consultant as an independent contractor to provide advisory services for a replacement passenger terminal project.

B. Consultant represents that it is fully qualified to perform such services by virtue of the experience and training of its principal, Susan Georgino.

NOW, THEREFORE, the parties agree as follows:

#### **1. Consultant's Services.**

A. On request, Consultant shall perform the services set forth in Consultant's then-applicable proposal. The proposal for FY 2023-2024 is set forth in the attached Exhibit A. Subsequent proposals shall be added to Exhibit A in accordance with paragraph (B) below.

B. No later than March 31st of each year, Consultant shall submit its proposal for the following fiscal year. Each proposal shall be subject to approval by the Authority's contract administrator (John T. Hatanaka or a duly authorized designee). Upon approval, a proposal shall be added to the attached Exhibit A and shall apply to the specified fiscal year.

C. Consultant shall perform the services in accordance with the federal requirements set forth in the attached Exhibit B.

**2. Term.** This Agreement shall be retroactive to July 1, 2023 and shall expire on June 30, 2027 unless earlier terminated pursuant to this Section. Either party may terminate this Agreement without cause upon seven calendar days notice.

#### **3. Compensation.**

A. The Authority agrees to compensate Consultant, and Consultant agrees to accept as full satisfaction for its services, a retainer fee in the amount set forth in the applicable proposal. In no event shall the compensation payable to Consultant under this Agreement for a fiscal year exceed the appropriation approved by the Authority Commission for this Agreement for that fiscal year.

B. Consultant's compensation includes payment of all taxes, insurance and fringe benefits, as well as indirect costs, overhead and profit allowance, travel, materials and supplies. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.



#### **4. Independent Contractor Status.**

A. Consultant is, and shall at all times be, an independent contractor of the Authority. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over Consultant's conduct except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it is in any manner an officer, employee or agent of the Authority. Consultant shall not incur or have the power to incur any debt, obligation or liability on the Authority's behalf.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, the Authority shall not pay salaries, wages, or other compensation to Consultant for performing the services. The Authority shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performance of the services.

**5. Insurance.** Consultant shall procure and maintain for the duration of this Agreement automobile liability insurance with limits no less than \$1,000,000 per accident for bodily injury and property damage.

**6. Indemnification.** Consultant shall indemnify, hold harmless and defend the Authority and its officers, employees, and agents from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever (including death or injury to any person and injury to any property) resulting from willful misconduct, negligent acts, errors or omissions of Consultant.

**7. Confidentiality.** Consultant shall preserve the confidentiality of all data, documents, discussion or other information that is developed or received by it or that is provided for performance of this Agreement. Consultant shall not disclose such information without the prior written authorization of the Authority's Executive Director. Upon request, all Authority data shall be returned to Authority at the termination of this Agreement. Consultant's covenant under this section shall survive the expiration or termination of this Agreement.

**8. Conflict of Interest.** Consultant shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, that is in conflict with the proper discharge of providing services to the Authority under this Agreement or that tend to impair independence of judgment or action in the providing of services under this Agreement. This provision shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by Consultant's active engagement for the Authority, providing such acts do not constitute a conflict of interest as defined herein.

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



termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Frank Miller  
E-mail: FMiller@bur.org

Georgino Development LLC  
4555 Arcola Avenue  
Toluca Lake, CA 91602  
Attn: Susan Georgino  
E-mail: sg@georginodevelopment.com

**10. Assignability.** Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations.

**11. Exhibits.** The attached Exhibits A and B 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 Exhibit A, 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 B, the provisions of Exhibit B shall prevail.

**12. Incorporation of Mandatory Language.** Every provision of law and clause 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 application of either party this Agreement shall promptly be amended to make such insertion or correction.

**13. Entire Agreement.** This Agreement (and the attached Exhibit) represents the entire and integrated contract between the parties regarding the replacement terminal project advisory services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to such 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.

**EXECUTED:**

**Burbank-Glendale-Pasadena  
Airport Authority**

**Georgino Development LLC**

\_\_\_\_\_  
Felicia Williams, President

\_\_\_\_\_  
*Susan Georgino*  
Susan Georgino

Approved as to form:

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



July 17, 2023

John T. Hatanaka  
Senior Deputy Executive Director  
Burbank-Glendale-Pasadena Airport Authority  
2627 North Hollywood Way  
Burbank, CA, 91505

Re: Professional Services Agreement

Dear John,

Pursuant to your request for an extension of the Professional Services Agreement (PSA) between the Burbank-Glendale-Pasadena Airport Authority and Georgino Development for consultant services in conjunction with the development of the 14-gate Replacement Passenger Terminal (RTP), I am here-in submitting this proposed scope of services. The cornerstone of the development of the RTP is the 2016 Development Agreement (Agreement) entered into between the City of Burbank and the Burbank-Glendale-Pasadena Airport Authority. The Agreement includes detailed design requirements. Additionally, the Agreement committed the Airport to a community design process, known as "the charrettes." In describing the expected outcome, the Agreement in part states: "... it is desirable for the [community] design process to be as objective as practicable, with the Authority creating tools such as: a nominal checklist to indicate the steps/procedures that have been completed; generating a checklist to report the design suggestions or elements (suggested by the public and City residents) that have been accepted and incorporated into the final architectural design..." The scope of services bullet-pointed below reflects Georgino Development's proposed ongoing role in assisting the Authority staff and the Holder, Pankow, TEC, Joint Venture (HPTJBV) with assuring compliance with both the Development Agreement and the shared community values ascertained during the charrette process:

- Term of Agreement: The term of this Professional Services Agreement (PSA) will be retroactive from July 1, 2023, and shall expire on June 30, 2027, unless earlier terminated pursuant to the provisions of the PSA.
- Scope of services to include:
  - General consultant services for the Burbank-Glendale-Pasadena Airport Authority as defined by Executive Director.
  - Provide consultation services with respect to implementation of the Development Agreement between the City of Burbank and the Burbank-Glendale-Pasadena Airport Authority for the RTP.



- Provide assistance in insuring that the outcomes of the 2019 charrette community engagement process are reflected as key design recommendations for the development of the RTP.
- Provide assistance to the Authority and HPTJBV in conjunction with completion of the necessary design drawings and completion of the Guaranteed Maximum Price 60% drawings for the RTP.
- Provide ongoing assistance to the Authority regarding compliance with the Agreement as needed during the construction process of the RTP up to and including the demolition of the existing terminal.
- In addition to providing consultation services for development of RTP in compliance with COB/AA Development Agreement, shall provide assistance with on-going community engagement and communications.
- Provide general land use advice regarding any land use plans as they might pertain to the Airport's development of the RTP.

Compensation:

In lieu of an hourly rate, the aforementioned work will be compensated via a retainer fee. Retainer amount for the twenty-four-month period beginning July 1, 2023 shall be in the amount of four thousand eight hundred dollars (\$4,800.) per month. Commencing July 1, 2025, thru June 30, 2027, the retainer fee shall be in the amount of five thousand dollars (\$5000.) per month.

Contractual Entity:

The contracting entity will be Georgino Development LLC Tax I.D. #20-1928955.

I hope this letter fully captures the content of our discussion; should you need any additional information, please let me know.

Sincerely,



Susan Georgino  
Principal  
Georgino Development  
4555 Arcola Avenue  
Toluca Lake, CA. 91602

c: Terence R. Boga



**EXHIBIT B**  
**Non-AIP Project Federal Requirements**

For purposes of this Exhibit, the term “Contractor” shall 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.



## PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Woodward and Associates)

THIS PROFESSIONAL SERVICES AGREEMENT is dated August 21, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority") and Woodward and Associates ("Consultant").

### RECITALS

A. The Authority seeks to retain Consultant as an independent contractor to provide the following professional services: replacement passenger terminal program funding consulting and federal liaison services.

B. Consultant represents that it is fully qualified to perform such services by virtue of the experience and training of its principal, Woodie Woodward.

NOW, THEREFORE, the parties agree as follows:

#### 1. Consultant's Services.

A. On request, Consultant shall provide support to the Authority in its goal to complete a replacement passenger terminal project. The services will include: (i) work with the Federal Aviation Administration ("FAA") as such agency reviews plans and proposals associated with the construction of the replacement terminal project; (ii) interface with the Build America Bureau regarding Transportation Infrastructure Finance and Innovation Act eligibility; and (iii) work with federal agencies regarding funding eligibility under federal infrastructure legislation for new terminal development. Assistance will be provided to the Authority as it formulates its plans for the terminal including but not limited to development of a comprehensive funding strategy incorporating federal and other funds, delineation of a detailed timetable for completion, review and advise on meeting FAA regulatory and policy requirements, and any other associated requirements. Liaison with the FAA at the Airport District Office, Regional Office and Headquarters levels will be an integral part of this work.

B. Consultant shall perform the services in accordance with the federal requirements set forth in the attached Exhibit A.

2. **Term.** This Agreement shall be retroactive to July 1, 2023 and shall expire on June 30, 2025 unless earlier terminated pursuant to this Section. Either party may terminate this Agreement without cause upon seven calendar days notice.

#### 3. Compensation.

A. The Authority agrees to compensate Consultant, and Consultant agrees to accept as full satisfaction for its services, a monthly retainer fee in the amount of three thousand dollars (\$3,000). In addition, upon receipt of satisfactory documentation, the Authority will reimburse Consultant for reasonable expenses (such as out of town travel, overnight travel) that are incurred in connection with the services..



#### **4. Independent Contractor Status.**

A. Consultant is, and shall at all times be, an independent contractor of the Authority. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over Consultant's conduct except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it is in any manner an officer, employee or agent of the Authority. Consultant shall not incur or have the power to incur any debt, obligation or liability on the Authority's behalf.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, the Authority shall not pay salaries, wages, or other compensation to Consultant for performing the services. The Authority shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performance of the services.

**5. Insurance.** Consultant shall procure and maintain for the duration of this Agreement automobile liability insurance with limits no less than \$1,000,000 per accident for bodily injury and property damage.

**6. Indemnification.** Consultant shall indemnify, hold harmless and defend the Authority and its officers, employees, and agents from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever (including death or injury to any person and injury to any property) resulting from willful misconduct, negligent acts, errors or omissions of Consultant.

**7. Confidentiality.** Consultant shall preserve the confidentiality of all data, documents, discussion or other information that is developed or received by it or that is provided for performance of this Agreement. Consultant shall not disclose such information without the prior written authorization of the Authority's Executive Director. Upon request, all Authority data shall be returned to Authority at the termination of this Agreement. Consultant's covenant under this section shall survive the expiration or termination of this Agreement.

**8. Conflict of Interest.** Consultant shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, that is in conflict with the proper discharge of providing services to the Authority under this Agreement or that tend to impair independence of judgment or action in the providing of services under this Agreement. This provision shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by Consultant's active engagement for the Authority, providing such acts do not constitute a conflict of interest as defined herein.

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



termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Frank Miller  
Email: FMiller@bur.org

Woodward & Associates  
3608 Casey Key Road  
Nokomis, FL 34275  
Attn: Woodie Woodward  
Email: woodwardwsh@aol.com

**10. Assignability.** Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations.

**11. Exhibits.** The attached Exhibit A is incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit A, the provisions of Exhibit A shall prevail.

**12. Incorporation of Mandatory Language.** Every provision of law and clause 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 application of either party this Agreement shall promptly be amended to make such insertion or correction.

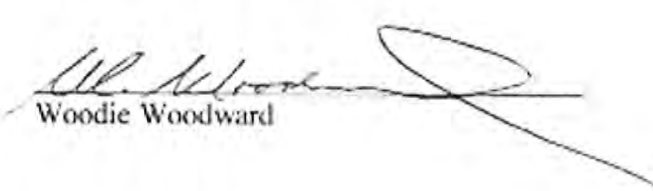
**13. Entire Agreement.** This Agreement (including the attached Exhibits) represents the entire and integrated contract between the parties regarding the replacement terminal project advisory services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to such 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.

**EXECUTED:**

**Burbank-Glendale-Pasadena  
Airport Authority**

**Woodward and Associates**

\_\_\_\_\_  
Felicia Williams, President

  
Woodie Woodward

Approved as to form:

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



**EXHIBIT A**  
**Non-AIP Project Federal Requirements**

For purposes of this Exhibit, the term “Contractor” shall 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.



## PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Ricondo & Associates, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated August 21, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Ricondo & Associates, Inc., an Illinois corporation ("Consultant").

### 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: on-call financial services for the replacement terminal program.

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. "Airport Rules and Regulations": July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. "Appropriation Limit": the appropriation approved by the Authority Commission for this Agreement for a fiscal year.

C. "Authority Commission" the governing body of the Authority.

D. "Commencement Date": July 1, 2023.

E. "Contract Administrator": John T. Hatanaka or a duly authorized designee.

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

G. "Expiration Date": June 30, 2027.

H. "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.

I. "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.



J. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B.

K. "Proposal": Consultant's proposal for replacement passenger terminal program-related tasks and fee schedule for a fiscal year. The Proposal for FY 2023-2024 is set forth in the attached Exhibit A. Subsequent Proposals shall be added to Exhibit A in accordance with Section 2(B) below.

L. "Services": the replacement passenger terminal program-related tasks set forth in the then-current Proposal.

## **2. Services.**

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.

B. No later than March 31<sup>st</sup> of each year, Consultant shall submit its Proposal for the following fiscal year. Each Proposal shall be subject to approval by the Contract Administrator. Upon approval, a Proposal shall be added to the attached Exhibit A and shall apply to the specified fiscal year.

C. Consultant shall perform all work at a degree of skill ordinarily exercised by members of the same profession in similar circumstances 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.

D. 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 be retroactive to the Commencement Date and shall expire on the Expiration Date unless earlier terminated as provided below.

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 on a time and materials basis according to the then-current Proposal. In no event shall the compensation payable to Consultant under this Agreement for a fiscal year exceed the applicable Appropriation 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. Airport Rules and Regulations.** Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage ([hollywoodburbankairport.com](http://hollywoodburbankairport.com)), and Consultant may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

**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 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 negligent 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 on the day of e-mail delivery.

Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: John T. Hatanaka  
E-mail: [jhatanaka@bur.org](mailto:jhatanaka@bur.org)

Consultant  
Ricondo & Associates, Inc.  
20 North Clark Street  
Chicago, IL  
Attn: R. Douglas Trezise, PE.  
E-mail: [dtrezise@ricondo.com](mailto:dtrezise@ricondo.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.

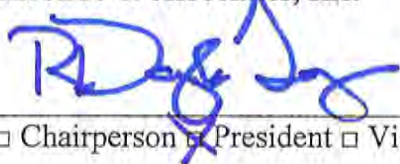
**16. Exhibits.** The attached Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A and B, the provisions of this Agreement shall prevail. In the event of any 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.

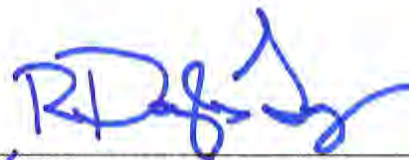
**18. Entire Agreement.** This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not 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.

**Ricondo & Associates, Inc.**



☐ Chairperson ☒ President ☐ Vice President



☒ Secretary ☐ Asst. Secretary  
☐ Chief Finance Officer ☐ Asst. Treasurer

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

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Felicia Williams, President

Approved as to form:

\_\_\_\_\_  
Richards, Watson & Gershon



A Professional Corporation



**EXHIBIT A**  
**Proposals**

(attached)



March 27, 2023

Mr. John T. Hatanaka  
Senior Deputy Executive director  
Burbank-Glendale-Pasadena Airport Authority  
2457 North Hollywood Way  
Burbank, CA 91505

**VIA EMAIL**

RE: Proposal for FY 2024 On-Call Financial Services

Dear Mr. Hatanaka:

Ricondo & Associates, Inc, (Ricondo) is pleased to submit our proposed budget to provide On-Call Financial Services for Fiscal Year 2024 to the Burbank-Glendale-Pasadena Airport Authority (Authority).

Given that Jacobs and Holder Pankow JV are now on board and RPT design concepts are currently being reviewed by the Authority, the entire project team will be working constantly throughout the fiscal year to move the RPT Project forward in adherence with the program manager's projected timeline. Accordingly, Ricondo anticipates the need to assist the Authority and its staff in several facets of the program including, but not limited to, preparation of the Report of the Airport Consultant to assist with efforts to obtain a federal loan in accordance with the Transportation Infrastructure Finance and Innovation Act (TIFIA), coordination with the Build America Bureau and the Federal Aviation Administration; development of a new Airport Use Agreement with the air carriers serving the airport; municipal financing support, including participation in presentations to rating agencies; the development of a new Passenger Facility Charge (PFC) application to provide additional funding for design and/or construction of the RPT; preparation of PFC amendments and closeouts for existing completed application; and coordination with the Authority's Municipal Advisor, Authority Counsel, Bond Counsel and various banks.

Ricondo is anticipating an exciting and demanding effort throughout FY 2024. While it is possible delays resulting from project objections from the public and various interest groups may be incurred, we anticipate that Ricondo will be asked to participate in several facets of the process throughout the fiscal year.

Accordingly, Ricondo's cost proposal is based on probable individual on-call time and material tasks that will include, but may not be limited to:

Ricondo respectfully estimates on-call time and materials budgets of **\$356,000** for RPT related services and **\$124,100** for PFC related services. Our estimates are based on the elements of work and effort contained in the attached buildup of our cost proposal. As you know, Ricondo works on a time and materials basis and only invoices for actual time and expense incurred.





Mr. John T. Hatanaka  
Burbank-Glendale-Pasadena Airport Authority  
March 27, 2023  
Page 2

Ricondo remains excited about continuing to assist the Authority through the challenging times ahead and is looking forward to assisting the Authority as it continues to move forward with the RPT Project in the current economic environment.

Sincerely,

RICONDO & ASSOCIATES, INC.

Bryan O. Elliott  
Vice President

ENCLOSURES

cc: Geoffrey Wheeler

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Table 1

**Burbank-Glendale-Pasadena Airport Authority**  
**Hollywood Burbank Airport (BUR)**  
**FY 2024 RPT Services**

MANHOURS BY CATEGORY								
DESCRIPTION	OFFICER	DIRECTOR	MANAGING CONSULTANT	SENIOR CONSULTANT	TECH SPECIALIST 1	TOTAL HOURS	EXPENSES	TOTAL
	\$407	\$341	\$289	\$249	\$199			
RPT Support								
Update Rates & Charges Model	12	12	24	24	-	72	\$ -	\$ 21,888
Update Traffic Projections	4	40	-	-	-	44	\$ -	\$ 15,268
Update RPT Funding Plan (twice)	4	16	16	-	-	36	\$ -	\$ 11,708
BAB/FAA Coordination	32	24	-	-	-	56	\$ -	\$ 21,208
BAB Meeting Washington	8	8	-	-	-	16	\$ 1,500	\$ 7,484
Technical and Edit Review	-	8	-	-	60	68	\$ -	\$ 14,668
Client Coordination/ Conference Calls <sup>2</sup>	26	12	-	-	-	38	\$ -	\$ 14,674
On-Site Meeting <sup>3</sup>	96	8	-	-	-	104	\$ 27,471	\$ 69,271
Document Turns for Team <sup>4</sup>	32	24	40	32	32	160	\$ -	\$ 47,104
<b>Proposed FY 2024 Budget</b>	214	152	80	56	92	594	\$ 28,971	\$ 223,273
								<b>\$ 224,000</b>

<sup>1</sup> Assumes first full draft of feasibility report completed in FY 2023

<sup>2</sup> Assumes one weekly conference call

<sup>3</sup> Assumes attendance and presentation at monthly Commission and Finance Committee meetings

<sup>4</sup> Assumes four turns of the document

PREPARED BY: Ricondo & Associates, Inc., March 2023

MANHOURS BY CATEGORY								
DESCRIPTION	OFFICER	DIRECTOR	MANAGING CONSULTANT	SENIOR CONSULTANT	TECH SPECIALIST 1	TOTAL HOURS	EXPENSES	TOTAL
	\$407	\$341	\$289	\$249	\$199			
Airline Agreement Coordination								
Airline Negotiations and Coordination	40	12	-	-	-	52	\$ -	\$ 20,372
Conference Calls	12	8	-	-	-	20	\$ -	\$ 7,612
Provide Text and Edits	32	8	-	-	-	40	\$ -	\$ 15,752
Rates and Charges Scenarios	8	26	-	32	-	66	\$ -	\$ 20,090
Single On-Site Meetings	8	8	-	-	-	16	\$ 3,128	\$ 9,112
<b>Proposed FY 2024 Budget</b>	100	62	0	32	0	194	\$ 3,128	\$ 72,938
								<b>\$ 73,000</b>

PREPARED BY: Ricondo & Associates, Inc., March 2023

MANHOURS BY CATEGORY								
DESCRIPTION	OFFICER	DIRECTOR	MANAGING CONSULTANT	SENIOR CONSULTANT	TECH SPECIALIST 1	TOTAL HOURS	EXPENSES	TOTAL
	\$407	\$341	\$289	\$249	\$199			
Rating Agencies								
Rating Agency Preparation	40	32	-	-	-	72	\$ 2,213	\$ 29,405
Conference Calls	16	-	-	-	-	16	\$ -	\$ 6,512
Two On-Site Rating Agency Meetings	16	16	-	-	-	32	\$ 3,128	\$ 15,096
New York Rating Agency Meeting	8	8	-	-	-	16	\$ 1,600	\$ 7,584
<b>Proposed FY 2024 Budget</b>	80	56	0	0	0	136	\$ -	\$ 58,597
								<b>\$ 59,000</b>

PREPARED BY: Ricondo & Associates, Inc., March 2023



Table 2

**Burbank-Glendale-Pasadena Airport Authority**  
**Hollywood Burbank Airport (BUR)**  
**Development of PFC 24-23 Budget**

DESCRIPTION	MANHOURS BY CATEGORY			TOTAL HOURS	EXPENSES	TOTAL
	OFFICER	DIRECTOR	SENIOR CONSULTANT			
	\$407	\$341	\$249			
<b>Task 1. Preparation of PFC Application</b>						
<b>Subtask 1.1: Preparation of Draft Notice of Intent PFC Application</b>	16	74	90	180	4,000	58,156
Review project documentation submitted by the Authority and Jacobs	4	4	6	14	\$ -	\$ 4,486
Meet with Jacobs to discuss details of cost estimates (on-site meeting)	-	8	-	8	\$ 1,000	\$ 3,728
Compile Project Information for each Project	-	8	-	8	\$ -	\$ 2,728
Prepare Eligibility Analysis for the Replacement Passenger Terminal Project	2	12	16	30	\$ -	\$ 8,890
Prepare draft PFC application with exhibits and PowerPoint and submit to Authority for review and comment	-	16	32	48	\$ -	\$ 13,424
Submit draft PFC application and PowerPoint to FAA's Los Angeles District Office (ADO) Staff for review	-	2	4	6	\$ -	\$ 1,678
Conduct on-site meeting with FAA LA ADO to discuss draft application and Eligibility Analysis PowerPoint	8	8	-	16	\$ 3,000	\$ 8,984
Participate in conference call (Teams) meeting with FAA to review draft application	2	8	8	18	\$ -	\$ 5,534
Update draft application to incorporate FAA comments	-	8	24	32	\$ -	\$ 8,704
<b>Subtask 1.2: Air Carrier Consultation Notice and Public Notice</b>	-	4	19	23	-	6,095
Prepare Air Carrier Consultation Notice	-	2	12	14	\$ -	\$ 3,670
Confirm mailing list based on latest ACAIS Report	-	-	1	1	\$ -	\$ 249
Prepare Public Notice for website	-	2	6	8	\$ -	\$ 2,176
<b>Subtask 1.3: Air Carrier Consultation Meeting</b>	16	20	12	48	3,000	19,320
Prepare Air Carrier Consultation Meeting materials	-	4	12	16	\$ -	\$ 4,352
Conduct Air Carrier Consultation Meeting	8	8	-	16	\$ 3,000	\$ 8,984
Respond to air carrier comments/public comments	8	8	-	16	\$ -	\$ 5,984
<b>Subtask 1.4: Preparation of Official PFC Application</b>	4	16	32	52	-	15,052
Prepare Official PFC application	4	16	32	52	\$ -	\$ 15,052
<b>Subtask 1.5: Preparation of Air Carrier Notification of PFC Approval</b>	-	1	-	1	-	341
Prepare Approval Letter to Air Carriers	-	1	-	1	\$ -	\$ 341
<b>Task 1 Total</b>	<b>36</b>	<b>115</b>	<b>153</b>	<b>304</b>	<b>\$ 7,000</b>	<b>\$ 98,964</b>
<b>Total</b>						<b>\$ 99,000</b>

PREPARED BY: Ricondo & Associates Inc., March 2023.



**Table 3**

**Burbank-Glendale-Pasadena Airport Authority**  
**Hollywood Burbank Airport (BUR)**  
**Budget for Passenger Facility Charge Amendments and Closeouts**

DESCRIPTION	MANHOURS BY CATEGORY			TOTAL HOURS	EXPENSES	TOTAL
	OFFICER	DIRECTOR	SENIOR CONSULTANT			
	\$407	\$341	\$249			
<b>Task 1. Preparation of PFC Application Amendments</b>						
<b>Subtask 1: Preparation of PFC 00-04 - PFC 20-16 Type A Amendment Packages</b>	2	16	44	62	-	17,226
Project Kick-Off meeting	2	2	-	4	\$ -	1,496
Review and compare project actuals to approve PFC project collection authority	-	-	2	2	\$ -	498
Review Authority provided details for amendment justifications	-	2	8	10	\$ -	2,674
Prepare FAA Form 5500-1 and FAA SOAR amendment request form (12 Forms)	-	2	8	10	\$ -	2,674
Prepare current and proposed PFC collection authority	-	2	6	8	\$ -	2,176
Review the 2021 ACAIS Report to determine what air carriers receive amend details	-	-	1	1	\$ -	249
Draft an amendment request for FAA's review (6 Packages)	-	4	12	16	\$ -	4,352
Conduct FAA coordination meeting to discuss amendment details, procedures, and draft review	-	2	2	4	\$ -	1,180
Draft a Notice to Carriers letter informing air carriers of amendment actions	-	2	4	6	\$ -	1,678
Prepare mailing address for Authority	-	-	1	1	\$ -	249
<b>Subtask 2: Preparation and Submission of PFC Amendments</b>	2	5	16	23	\$ -	6,503
Prepare Amendment Packages	2	2	8	12	\$ -	3,488
Prepare Request to Allocate Over-collected PFC Revenue	-	2	4	6	\$ -	1,678
Submit amendment request packages to FAA	-	1	4	5	\$ -	1,337
<b>Subtask 3: Preparation of Air Carrier Notification of PFC Amendment Approval</b>	-	1	4	5	\$ -	1,337
Prepare Air Carrier Notification of amendment approval and closeout letters	-	1	4	5	\$ -	1,337
<b>Total</b>	4	22	64	90	\$0	25,066
					\$	<b>25,100</b>

PREPARED BY: Ricondo & Associates Inc., March 2023.



## **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 of \$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 cancelled by either party, except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice 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, 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**

For purposes of this Exhibit, the term “Contractor” shall 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.



## PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Ricondo & Associates, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated August 21, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Ricondo & Associates, Inc., an Illinois corporation ("Consultant").

### 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: on-call financial services for the passenger facility charge program.

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. "Airport Rules and Regulations": July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. "Appropriation Limit": the appropriation approved by the Authority Commission for this Agreement for a fiscal year.

C. "Authority Commission": the governing body of the Authority.

D. "Commencement Date": July 1, 2023.

E. "Contract Administrator": John T. Hatanaka or a duly authorized designee.

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

G. "Expiration Date": June 30, 2027.

H. "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.

I. "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.



J. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B.

K. "Proposal": Consultant's proposal for passenger facility charge program-related tasks and fee schedule for a fiscal year. The Proposal for FY 2023-2024 is set forth in the attached Exhibit A. Subsequent Proposals shall be added to Exhibit A in accordance with Section 2(B) below.

L. "Services": the passenger facility charge program-related tasks set forth in the then-current Proposal.

## **2. Services.**

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.

B. No later than March 31st of each year, Consultant shall submit its Proposal for the following fiscal year. Each Proposal shall be subject to approval by the Contract Administrator. Upon approval, a Proposal shall be added to the attached Exhibit A and shall apply to the specified fiscal year.

C. Consultant shall perform all work at a degree of skill ordinarily exercised by members of the same profession in similar circumstances 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.

D. 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 be retroactive to the Commencement Date and shall expire on the Expiration Date unless earlier terminated as provided below.

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 on a time and materials



basis according to the then-current Proposal. In no event shall the compensation payable to Consultant under this Agreement for a fiscal year exceed the applicable Appropriation 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. Airport Rules and Regulations.** Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage ([hollywoodburbankairport.com](http://hollywoodburbankairport.com)), and Consultant may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

**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 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 negligent 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 on the day of e-mail delivery.

Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: John T. Hatanaka  
E-mail: [jhatanaka@bur.org](mailto:jhatanaka@bur.org)

Consultant  
Ricondo & Associates, Inc.  
20 North Clark Street  
Chicago, IL  
Attn: Ramon Ricondo  
E-mail: [rricondo@ricondo.com](mailto:rricondo@ricondo.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.** The attached 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 and 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.

**Ricondo & Associates, Inc.**



☐ Chairperson ☒ President ☐ Vice President



☒ Secretary ☐ Asst. Secretary  
☐ Chief Finance Officer ☐ Asst. Treasurer

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

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Felicia Williams, President

Approved as to form:



---

Richards, Watson & Gershon  
A Professional Corporation



**EXHIBIT A**  
**Proposals**

(attached)



March 27, 2023

Mr. John T. Hatanaka  
Senior Deputy Executive director  
Burbank-Glendale-Pasadena Airport Authority  
2457 North Hollywood Way  
Burbank, CA 91505

**VIA EMAIL**

RE: Proposal for FY 2024 On-Call Financial Services

Dear Mr. Hatanaka:

Ricondo & Associates, Inc, (Ricondo) is pleased to submit our proposed budget to provide On-Call Financial Services for Fiscal Year 2024 to the Burbank-Glendale-Pasadena Airport Authority (Authority).

Given that Jacobs and Holder Pankow JV are now on board and RPT design concepts are currently being reviewed by the Authority, the entire project team will be working constantly throughout the fiscal year to move the RPT Project forward in adherence with the program manager's projected timeline. Accordingly, Ricondo anticipates the need to assist the Authority and its staff in several facets of the program including, but not limited to, preparation of the Report of the Airport Consultant to assist with efforts to obtain a federal loan in accordance with the Transportation Infrastructure Finance and Innovation Act (TIFIA), coordination with the Build America Bureau and the Federal Aviation Administration; development of a new Airport Use Agreement with the air carriers serving the airport; municipal financing support, including participation in presentations to rating agencies; the development of a new Passenger Facility Charge (PFC) application to provide additional funding for design and/or construction of the RPT; preparation of PFC amendments and closeouts for existing completed application; and coordination with the Authority's Municipal Advisor, Authority Counsel, Bond Counsel and various banks.

Ricondo is anticipating an exciting and demanding effort throughout FY 2024. While it is possible delays resulting from project objections from the public and various interest groups may be incurred, we anticipate that Ricondo will be asked to participate in several facets of the process throughout the fiscal year.

Accordingly, Ricondo's cost proposal is based on probable individual on-call time and material tasks that will include, but may not be limited to:

Ricondo respectfully estimates on-call time and materials budgets of **\$356,000** for RPT related services and **\$124,100** for PFC related services. Our estimates are based on the elements of work and effort contained in the attached buildup of our cost proposal. As you know, Ricondo works on a time and materials basis and only invoices for actual time and expense incurred.





Mr. John T. Hatanaka  
Burbank-Glendale-Pasadena Airport Authority  
March 27, 2023  
Page 2

Ricondo remains excited about continuing to assist the Authority through the challenging times ahead and is looking forward to assisting the Authority as it continues to move forward with the RPT Project in the current economic environment.

Sincerely,

RICONDO & ASSOCIATES, INC.

Bryan O. Elliott  
Vice President

ENCLOSURES

cc: Geoffrey Wheeler

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Table 1

**Burbank-Glendale-Pasadena Airport Authority**  
**Hollywood Burbank Airport (BUR)**  
**FY 2024 RPT Services**

MANHOURS BY CATEGORY								
DESCRIPTION	OFFICER	DIRECTOR	MANAGING CONSULTANT	SENIOR CONSULTANT	TECH SPECIALIST 1	TOTAL HOURS	EXPENSES	TOTAL
	\$407	\$341	\$289	\$249	\$199			
RPT Support								
Update Rates & Charges Model	12	12	24	24	-	72	\$ -	\$ 21,888
Update Traffic Projections	4	40	-	-	-	44	\$ -	\$ 15,268
Update RPT Funding Plan (twice)	4	16	16	-	-	36	\$ -	\$ 11,708
BAB/FAA Coordination	32	24	-	-	-	56	\$ -	\$ 21,208
BAB Meeting Washington	8	8	-	-	-	16	\$ 1,500	\$ 7,484
Technical and Edit Review	-	8	-	-	60	68	\$ -	\$ 14,668
Client Coordination/ Conference Calls <sup>2</sup>	26	12	-	-	-	38	\$ -	\$ 14,674
On-Site Meeting <sup>3</sup>	96	8	-	-	-	104	\$ 27,471	\$ 69,271
Document Turns for Team <sup>4</sup>	32	24	40	32	32	160	\$ -	\$ 47,104
<b>Proposed FY 2024 Budget</b>	214	152	80	56	92	594	\$ 28,971	\$ 223,273
								<b>\$ 224,000</b>

<sup>1</sup> Assumes first full draft of feasibility report completed in FY 2023

<sup>2</sup> Assumes one weekly conference call

<sup>3</sup> Assumes attendance and presentation at monthly Commission and Finance Committee meetings

<sup>4</sup> Assumes four turns of the document

PREPARED BY: Ricondo & Associates, Inc., March 2023

MANHOURS BY CATEGORY								
DESCRIPTION	OFFICER	DIRECTOR	MANAGING CONSULTANT	SENIOR CONSULTANT	TECH SPECIALIST 1	TOTAL HOURS	EXPENSES	TOTAL
	\$407	\$341	\$289	\$249	\$199			
Airline Agreement Coordination								
Airline Negotiations and Coordination	40	12	-	-	-	52	\$ -	\$ 20,372
Conference Calls	12	8	-	-	-	20	\$ -	\$ 7,612
Provide Text and Edits	32	8	-	-	-	40	\$ -	\$ 15,752
Rates and Charges Scenarios	8	26	-	32	-	66	\$ -	\$ 20,090
Single On-Site Meetings	8	8	-	-	-	16	\$ 3,128	\$ 9,112
<b>Proposed FY 2024 Budget</b>	100	62	0	32	0	194	\$ 3,128	\$ 72,938
								<b>\$ 73,000</b>

PREPARED BY: Ricondo & Associates, Inc., March 2023

MANHOURS BY CATEGORY								
DESCRIPTION	OFFICER	DIRECTOR	MANAGING CONSULTANT	SENIOR CONSULTANT	TECH SPECIALIST 1	TOTAL HOURS	EXPENSES	TOTAL
	\$407	\$341	\$289	\$249	\$199			
Rating Agencies								
Rating Agency Preparation	40	32	-	-	-	72	\$ 2,213	\$ 29,405
Conference Calls	16	-	-	-	-	16	\$ -	\$ 6,512
Two On-Site Rating Agency Meetings	16	16	-	-	-	32	\$ 3,128	\$ 15,096
New York Rating Agency Meeting	8	8	-	-	-	16	\$ 1,600	\$ 7,584
<b>Proposed FY 2024 Budget</b>	80	56	0	0	0	136	\$ -	\$ 58,597
								<b>\$ 59,000</b>

PREPARED BY: Ricondo & Associates, Inc., March 2023



Table 2

**Burbank-Glendale-Pasadena Airport Authority**  
**Hollywood Burbank Airport (BUR)**  
**Development of PFC 24-23 Budget**

DESCRIPTION	MANHOURS BY CATEGORY			TOTAL HOURS	EXPENSES	TOTAL
	OFFICER	DIRECTOR	SENIOR CONSULTANT			
	\$407	\$341	\$249			
<b>Task 1. Preparation of PFC Application</b>						
<b>Subtask 1.1: Preparation of Draft Notice of Intent PFC Application</b>	16	74	90	180	4,000	58,156
Review project documentation submitted by the Authority and Jacobs	4	4	6	14	\$ -	\$ 4,486
Meet with Jacobs to discuss details of cost estimates (on-site meeting)	-	8	-	8	\$ 1,000	\$ 3,728
Compile Project Information for each Project	-	8	-	8	\$ -	\$ 2,728
Prepare Eligibility Analysis for the Replacement Passenger Terminal Project	2	12	16	30	\$ -	\$ 8,890
Prepare draft PFC application with exhibits and PowerPoint and submit to Authority for review and comment	-	16	32	48	\$ -	\$ 13,424
Submit draft PFC application and PowerPoint to FAA's Los Angeles District Office (ADO) Staff for review	-	2	4	6	\$ -	\$ 1,678
Conduct on-site meeting with FAA LA ADO to discuss draft application and Eligibility Analysis PowerPoint	8	8	-	16	\$ 3,000	\$ 8,984
Participate in conference call (Teams) meeting with FAA to review draft application	2	8	8	18	\$ -	\$ 5,534
Update draft application to incorporate FAA comments	-	8	24	32	\$ -	\$ 8,704
<b>Subtask 1.2: Air Carrier Consultation Notice and Public Notice</b>	-	4	19	23	-	6,095
Prepare Air Carrier Consultation Notice	-	2	12	14	\$ -	\$ 3,670
Confirm mailing list based on latest ACAIS Report	-	-	1	1	\$ -	\$ 249
Prepare Public Notice for website	-	2	6	8	\$ -	\$ 2,176
<b>Subtask 1.3: Air Carrier Consultation Meeting</b>	16	20	12	48	3,000	19,320
Prepare Air Carrier Consultation Meeting materials	-	4	12	16	\$ -	\$ 4,352
Conduct Air Carrier Consultation Meeting	8	8	-	16	\$ 3,000	\$ 8,984
Respond to air carrier comments/public comments	8	8	-	16	\$ -	\$ 5,984
<b>Subtask 1.4: Preparation of Official PFC Application</b>	4	16	32	52	-	15,052
Prepare Official PFC application	4	16	32	52	\$ -	\$ 15,052
<b>Subtask 1.5: Preparation of Air Carrier Notification of PFC Approval</b>	-	1	-	1	-	341
Prepare Approval Letter to Air Carriers	-	1	-	1	\$ -	\$ 341
<b>Task 1 Total</b>	<b>36</b>	<b>115</b>	<b>153</b>	<b>304</b>	<b>\$ 7,000</b>	<b>\$ 98,964</b>
<b>Total</b>						<b>\$ 99,000</b>

PREPARED BY: Ricondo & Associates Inc., March 2023.



**Table 3**

**Burbank-Glendale-Pasadena Airport Authority  
Hollywood Burbank Airport (BUR)  
Budget for Passenger Facility Charge Amendments and Closeouts**

DESCRIPTION	MANHOURS BY CATEGORY			TOTAL HOURS	EXPENSES	TOTAL
	OFFICER	DIRECTOR	SENIOR CONSULTANT			
	\$407	\$341	\$249			
<b>Task 1. Preparation of PFC Application Amendments</b>						
<b>Subtask 1: Preparation of PFC 00-04 - PFC 20-16 Type A Amendment Packages</b>	2	16	44	62	-	17,226
Project Kick-Off meeting	2	2	-	4	\$ -	1,496
Review and compare project actuals to approve PFC project collection authority	-	-	2	2	\$ -	498
Review Authority provided details for amendment justifications	-	2	8	10	\$ -	2,674
Prepare FAA Form 5500-1 and FAA SOAR amendment request form (12 Forms)	-	2	8	10	\$ -	2,674
Prepare current and proposed PFC collection authority	-	2	6	8	\$ -	2,176
Review the 2021 ACAIS Report to determine what air carriers receive amend details	-	-	1	1	\$ -	249
Draft an amendment request for FAA's review (6 Packages)	-	4	12	16	\$ -	4,352
Conduct FAA coordination meeting to discuss amendment details, procedures, and draft review	-	2	2	4	\$ -	1,180
Draft a Notice to Carriers letter informing air carriers of amendment actions	-	2	4	6	\$ -	1,678
Prepare mailing address for Authority	-	-	1	1	\$ -	249
<b>Subtask 2: Preparation and Submission of PFC Amendments</b>	2	5	16	23	\$ -	6,503
Prepare Amendment Packages	2	2	8	12	\$ -	3,488
Prepare Request to Allocate Over-collected PFC Revenue	-	2	4	6	\$ -	1,678
Submit amendment request packages to FAA	-	1	4	5	\$ -	1,337
<b>Subtask 3: Preparation of Air Carrier Notification of PFC Amendment Approval</b>	-	1	4	5	\$ -	1,337
Prepare Air Carrier Notification of amendment approval and closeout letters	-	1	4	5	\$ -	1,337
<b>Total</b>	4	22	64	90	\$0	25,066
					\$	<b>25,100</b>

PREPARED BY: Ricondo & Associates Inc., March 2023.



## **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 of \$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 cancelled by either party, except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice 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, 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**

For purposes of this Exhibit, the term "Contractor" shall 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.



## **PROFESSIONAL SERVICES AGREEMENT**

(Burbank-Glendale-Pasadena Airport Authority / Public Resources Advisory Group, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated August 21, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Public Resources Advisory Group, Inc. (“Consultant”), a New York corporation.

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

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: on-call financial services for the replacement passenger terminal program.

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. “Airport Rules and Regulations”: July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. “Appropriation Limit”: the appropriation approved by the Authority Commission for this Agreement for a fiscal year.

C. “Commencement Date”: July 1, 2023.

D. “Contract Administrator”: John T. Hatanaka or a duly authorized designee.

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

F. “Expiration Date”: June 30, 2027.

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 Airport Management, Inc., 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 proposal for replacement passenger terminal program-related tasks and fee schedule for a fiscal year. The Proposal for FY 2023-2024 is set forth in the attached Exhibit A. Subsequent Proposals shall be added to Exhibit A in accordance with Section 2(B) below.

K. “Services”: the replacement passenger terminal program-related tasks set forth in the then-current Proposal.

## **2. Services.**

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.

B. No later than March 31st of each year, Consultant shall submit its Proposal for the following fiscal year. Each Proposal shall be subject to approval by the Contract Administrator. Upon approval, a Proposal shall be added to the attached Exhibit A and shall apply to the specified fiscal year.

C. 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.

D. 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 be retroactive to the Commencement Date and shall expire on the Expiration Date unless earlier terminated as provided below.

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 on a time and materials basis according to the then-current Proposal. In no event shall the compensation payable to Consultant under this Agreement for a fiscal year exceed the applicable Appropriation 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. Airport Rules and Regulations.** Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage ([hollywoodburbankairport.com](http://hollywoodburbankairport.com)), and Consultant may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

**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 on the day of e-mail delivery.

Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: John T. Hatanaka  
E-mail: JHatanaka@bur.org

Consultant  
Public Resources Advisory Group  
11500 W. Olympic Blvd., Ste. 400  
Los Angeles, CA 90064  
Attn: Louis Choi  
E-mail: LChoi@pragadvisors.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.** The attached 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 and 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.

**Public Resources Advisory Group, Inc.**



☐ Chairperson ☐ President ☒ Vice President



☒ Secretary ☐ Asst. Secretary  
☐ Chief Finance Officer ☐ Asst. Treasurer

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

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Felicia Williams, President

Approved as to form:

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



**EXHIBIT A**  
**Proposals**

(attached)



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**PUBLIC RESOURCES ADVISORY GROUP**

April 12, 2023

Mr. John Hatanaka  
Senior Deputy Executive Director  
Hollywood Burbank Airport  
2627 Hollywood Way  
Burbank, CA 91505

RE: Municipal Advisory Services for FY 2023-24

Dear Mr. Hatanaka:

On behalf of Public Resources Advisory Group (PRAG) I would like to thank you for the opportunity to provide a proposed scope of municipal advisory services for FY 2023-24 for the Replacement Passenger Terminal (RPT) project. In addition, PRAG would expect to provide a similar level of other "as-needed" services that would arise during the year. The scope of services we propose to provide would include the following:

- Assist in updating the RPT project financial model in conjunction with Ricondo & Associates;
- Assist in developing and revising the plan of finance for the RPT project;
- Attend and make presentations to the Authority and its Committees, as requested;
- Assist in preparing the RFQs/RFPs to engage providers as needed for the interim financing program and/or long-term bonds and assist in the review and evaluation of the responses to such RFQs/RFPs;
- Assist in the negotiation of provisions and documentation of the interim financing program;
- Assist in the negotiation of provisions and documentation of long-term bonds;
- Assist in obtaining credit rating(s) for the interim financing and long-term bonds, as required;
- Assist in ongoing discussions with, preparation and review of application and other documents for the US DOT Build America Bureau and other Federal agencies to obtain loans and/or grants for the RTP;
- Assist as required in preparation of any changes to the airline Memorandum of Understanding (MOU);
- Assist the Authority with credit rating agency reviews;
- Review and analyze financing proposals the Authority may receive from time to time from bond underwriters;
- Assist Ricondo & Associates in their role as may be requested from time to time;
- Provide advice regarding rating agency criteria and the impact on financing options; and
- Provide other services on an as-needed basis as requested.

We propose to bill the Authority at an hourly rate of \$325 for PRAG professionals with title of Director and Senior Managing Director, \$300 for Managing Director, \$260 for Vice President, \$235 for Assistant Vice President, \$220 for Associate and \$200 for Analyst and submit detailed invoices on a monthly basis. We estimate that the total cost of these services for July 2023 to June 2024 would not exceed \$275,000. The actual cost and timing will depend on the extent of services

**INDEPENDENT MUNICIPAL ADVISOR**



Mr. Hatanaka

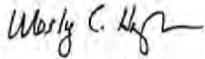
April 12, 2023

RE: Financial Advisory Services for FY 2023-24

requested during this time period. We will notify the Authority as soon as possible if it appears that the amount of time we are spending on the project will exceed the annual estimates.

We very much appreciate the opportunity to continue to work with the Authority on the replacement terminal project. Please let me or Louis Choi know if you have any questions regarding the scope of services we have proposed.

Sincerely,



Wes Hough  
Director



Louis Choi  
Senior Managing Director



## **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**

For purposes of this Exhibit, the term “Contractor” shall 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.



**PROFESSIONAL SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / Teresa Ho-Urano)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated August 21, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Teresa Ho-Urano ("Consultant").

**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: consultation services for capital project financing.

B. Consultant represents that she is fully qualified to perform such work by virtue of her training and experience.

**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. "Appropriation Limit": the appropriation approved by the Authority Commission for this Agreement for a fiscal year.

B. "Commencement Date": July 1, 2023.

C. "Contract Administrator": John T. Hatanaka or a duly authorized designee.

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

E. "Expiration Date": June 30, 2027.

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

G. "Proposal": Consultant's fee schedule proposal for the Services for a fiscal year. The Proposal for FY 2023-2024 is set forth in the attached Exhibit A. Subsequent Proposals shall be added to Exhibit A in accordance with Section 2(B) below.

H. "Services": consulting services related to the financing of the Replacement Terminal Project and any other project as requested by the Authority. The Services include: review of documents and other materials provided by the Authority; conducting relevant research to formulate consulting advice; and attending meetings and conference calls as requested. The Services do not include delivering any closing opinions (or other written opinions of similar type) in connection with any financing transaction. Consultant's responsibility is to provide consulting for the Authority's consideration. The Authority's legal decisions will ultimately be made with advice from general counsel, bond counsel, or other special counsel.



## **2. Services.**

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.

B. No later than March 31<sup>st</sup> of each year, Consultant shall submit its Proposal for the following fiscal year. Each Proposal shall be subject to approval by the Contract Administrator. Upon approval, a Proposal shall be added to the attached Exhibit A and shall apply to the specified fiscal year.

C. 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.

D. 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.** This Agreement shall be retroactive to the Commencement Date and shall expire on the Expiration Date unless earlier terminated. Either party may terminate this Agreement for convenience upon 10 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 on a time and materials basis according to the then-current Proposal (for FY 2023-2024, payment shall be at rate of \$400 per hour). Additionally, the Authority shall reimburse Consultant for travel related expenses (such as parking, tolls, mileage at then-current IRS rates, and, for any travel outside of Los Angeles or Orange County, overnight lodging and transportation as applicable) and, to the extent consented by the Contract Administrator in advance, any other extraordinary expenses. In no event shall the compensation and expense reimbursement payable to Consultant under this Agreement exceed the then-applicable Appropriation Limit.

B. Consultant shall submit monthly invoices to the Authority for the Services billed in one-tenth (1/10) hour increments. 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. Records.

A. Consultant shall maintain one or more client files ("Client Files") in connection with providing Services in accordance with this Agreement. In such Client Files, Consultant may place correspondence, reports, and other items reasonably necessary for the engagement under this Agreement. The Client Files shall be and remain the property of the Authority. Consultant shall control the physical location of such Client Files during the term of this Agreement. Consultant may also place in such Client Files documents that are considered attorney work product, mental impressions or notes ("Work Product"). The Work Product shall be and remain Consultant's property. Notwithstanding that Work Product shall be Consultant's property, upon request by the Authority, Consultant shall provide the Authority with copies of any and all Work Product prepared in connection with services performed pursuant to this Agreement for the Authority. In addition, electronic documents such as e-mail and documents prepared on Consultant's computer or similar electronic devices, but which have not been printed in hard copy, shall be and remain Consultant's property and shall not be considered part of the Client Files, but copies of any such documents or e-mails prepared in connection with services to the Authority shall be provided to the Authority upon request. Consultant may enact and implement reasonable retention policies for such electronic documents and Consultant has discretion to delete such documents.

B. At the conclusion of this Agreement, the original Client Files for the Authority (but not including the Work Product) shall be made available to the Authority, and the Authority shall have the right to take possession of its Client Files. Consultant will be entitled to make copies of the Client Files and the Authority will be entitled to make copies of the Work Product prepared for the Authority. At the conclusion of this Agreement, (whether or not the Authority takes possession of the Client Files) the Authority shall take possession of any and all original contracts, and other such important documents that may be in the Client Files and Consultant shall have no further responsibility with regard to such documents.

C. If the Authority does not take possession of the Client Files at the conclusion of this Agreement, Consultant shall store such Client Files for a period of at least one year. During the entire time that Consultant stores the Client Files, the Authority shall have the right to take possession of its files at any time. At the conclusion of such one year period, Consultant may send to the Authority a notice, advising of Consultant's intention to dispose of the Client Files. The Authority shall have 60 days from the date of such notice to take possession of the Client Files. If the Authority does not take possession of the Client Files during that time, the Authority agrees that Consultant may dispose of the Client Files without further notice. Consultant shall have no obligation to abide by Authority's document retention schedule or to take any steps except as outlined above or upon written direction from the Authority.

7. **Conflict of Interest; Confidentiality.** Consultant shall comply with all applicable laws and professional rules and standards relating to any known conflict of interest involving matters upon which Consultant is providing Services under this Agreement. Consultant shall not reveal confidential or secret information of the Authority except with the consent of the Authority or as otherwise required by law. Consultant shall notify the Authority of any known conflict of interest related to matters upon which Consultant is providing services under this Agreement. Consultant agrees that during the term of this Agreement it shall not undertake to provide services to any new



client or new services to an existing client whose interests conflict with those of the Authority without the prior written consent of Authority.

**8. Indemnification.** The Authority shall indemnify and hold Consultant harmless for claims or losses arising out of the Services. However, the Authority's obligations under this section shall not apply to claims or losses that arise from Consultant's gross negligence or willful misconduct, as determined by final arbitration or court decision or by consensus of the parties. The Authority's obligations under this section shall survive expiration or termination of this Agreement.

**9. Insurance.** Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$500,000 per claim and \$1,000,000 in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date.

**10. 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: John T. Hatanaka  
E-mail: JHATANAKA@bur.org

Consultant  
Teresa Ho-Urano  
1 League #60282  
Irvine, CA 92602  
E-mail: [hourano.teresa@gmail.com](mailto:hourano.teresa@gmail.com)

**11. 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.

**12. Litigation.** In the event that either party shall commence legal action to enforce or interpret this Agreement, the venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

**13. Exhibits.** The attached Exhibits A and B 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 Exhibit A, 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 B, the provisions of Exhibit B shall prevail.




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

**14. 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.

**15. 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 (including the February 15, 2023 Professional Services Agreement executed by the parties). 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.

**EXECUTED:**

**Consultant**

  
\_\_\_\_\_  
Teresa Ho-Urano

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Felicia Williams, President

Approved as to form:

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



**EXHIBIT A**  
**Proposals**

(attached)



March 30, 2023

John Hatanaka  
Senior Deputy Executive Director  
Burbank-Glendale-Pasadena Airport Authority  
2627 N. Hollywood Way  
Burbank, CA 91505

Re: P.O. # A7279 - Professional Services Agreement (Teresa Ho-Urano) – Budget for  
FY 2023-24

John:

Thank you again for the opportunity to be working with you and the Airport. I cherish this opportunity to be on the team that will bring the Replacement Terminal Project to its eventual successful completion.

This letter memorializes our discussion about the FY 2023-24 budget for services under the above-reference contract. For the month of March, I have worked close to 30 hours. In view of the anticipated work for the financing phases going forward, a budget of \$150,000 for FY 2023-24 for the contract would be a reasonable estimate.

Sincerely,



Teresa Ho-Urano



**EXHIBIT B**  
**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 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.



**PROFESSIONAL SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / Conway Consulting, Ltd.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated August 21, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Conway Consulting, Ltd. ("Consultant").

**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: on-call airfield evaluation and related support services for the replacement terminal program.

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. "Airport Rules and Regulations": July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. "Commencement Date": July 1, 2023.

C. "Contract Administrator": Patrick Lammerding or a duly authorized designee.

D. "Contract Limit": \$150,000.

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. "Fee Schedule": the fee schedule set forth in the Proposal.

I. "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.



J. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B.

K. "Proposal": Consultant's proposal set forth in the attached Exhibit A.

L. "Services": the tasks set forth in the Proposal.

## **2. Services.**

A. Consultant shall perform the Services in a timely, regular basis in accordance with 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 be retroactive to the Commencement Date and shall expire on the Expiration Date unless earlier terminated as provided below.

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 on a time and materials basis according to the Fee Schedule. 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. Airport Rules and Regulations.** Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage ([hollywoodburbankairport.com](http://hollywoodburbankairport.com)), and Consultant may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

**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 on the day of e-mail delivery.

Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Patrick Lammerding  
E-mail: PLammerding@bur.org

Consultant  
Conway Consulting, Ltd.  
P.O. Box 1687  
Marco Island, FL 34146  
Attn: Mark Conway  
E-mail: mconway@dls.net

**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 and 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.

**Conway Consulting, Ltd.**

  
☐ Chairperson ☒ President ☐ Vice President

  
☐ Secretary ☐ Asst. Secretary  
☐ Chief Finance Officer ☐ Asst. Treasurer

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

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Felicia Williams, President

Approved as to form:

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



**EXHIBIT A**  
**Proposal**

(attached)



# **Conway Consulting, Ltd. FY 24 Scope of Services**

## **Replacement Passenger Terminal Program**

### **Hollywood Burbank Airport**

Conway Consulting, Ltd. has been a part of the RPT Program definition since 2013 and has the single most accumulated knowledge of the RPT Program than any other individual. During FY 2023, Conway Consulting, Ltd. supported the Burbank Glendale Pasadena Airport Authority's (BGPAA) Program Manager (PM) as well as the selected Design Builder (DB) in the evolution of the early design tasks. The following are Tasks for Conway Consulting, Ltd to provide ongoing support the continued advancement of the RPT Program in FY 2024.

#### **Task 1: Support for the Program Manager Executive Lead**

As the RPT Program advances under the guidance of the BGPAA PM and its Executive in Charge along with members of the Jacobs Team, Conway Consulting, Ltd. will continue to support the PM Team and the DB Team in any issues needed to advance the RPT Concept Design. This will include support relative to prior data collection and interpretation including the Authority's Joint Facility and Common Use Policy (JCUPF). Conway Consulting, Ltd. will participate in any meetings requested by the PM.

#### **Task 2: Support and Participate in Completion of the Early Design Activities**

The PM Team is tasked to coordinate and direct the DB Team in the evolution of an RPT Design Concept. Conway Consulting, Ltd. will provide institutional knowledge and assist in the transition of the Development Agreement (DA) Concept Plan into a design concept. Comments, reviews and related input will be provided through the PM on the evolutionary development of the RPT Site and the internal RPT spaces and space allocations of the emerging design concept. Included may be input on design values, physical development dimensional recommendations, operational development and incorporation of the requirements of the JCUPF.

#### **Task 3: Support the DB Design Team**

Conway Consulting, Ltd. has supported the PM Team by providing institutional perspectives and analysis that formed the basis for the RPT Program. Included have been demand values and associated data. Conway Consulting, Ltd. will continue to transition this institutional knowledge to the PM and the DB Team as they transition the DA RPT Concept Plan into a design concept. The transitional support will also be provided as necessary on any background information relevant to the design work of the RPT Project and its components.



#### **Task 4 Support BGPAA Services**

Conway Consulting, Ltd. will provide support services to all Airport departments. This support may include physical and operational input or concept development of physical and operational criteria related to on-going Airport operations. Support to BGPAA leadership will also be provided when the need arises.

#### **Task 5 Travel Budget**

Participation in the Program Activities may be either in-person or via Zoom/Microsoft Team calls with an allowance for travel on an on-call basis to include:

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

The recommended travel trips will be for on-site presence for two to three days as needed to occur inbound on Mondays and outbound on Fridays where practical to provide for interaction and participation on RPT matters. Estimated unit costs for reimbursable expenses are for current rates. All reimbursable expenses will be at cost.

\* \* \* \* \*

Table 1 presents a cost estimate to include labor and expense for the period July 2022 through June 2023. As shown, the Conway Consulting, Ltd. labor rate for Mark Conway is \$215.00 per hour for the remaining months of 2023 and will increase to \$220 per hour on January 1, 2024. Hours for each task are estimated for the months expected for each task to be active until complete.



Table 1

**PROPOSED ASSIGNMENT COST BREAKDOWN**  
**FY 2023 RPT Program Review and Coordination**  
**Hollywood Burbank Airport**

CATEGORY >												
TASK	Sub-Task	DESCRIPTION	Conway Consulting				LABOR HOURS	TOTAL TASK LABOR COST	TASK EXPENSE			TOTAL TASK COST
			7-12/2023 Conway		1-6/2024 Conway				MISC.	TRAVEL	TOTAL	
			\$215	\$220								
1.0		Support for the Program Manager Executive Lead	24	30	0	54	\$ 11,760				\$ 11,760	
2.0		Early Design Phase Support	96	96	0	192	\$ 41,760			\$ -	\$ 41,760	
3.0		DB Team Support	120	96	0	216	\$ 46,920			\$ -	\$ 46,920	
4.0		BGPAA Support	75	75	0	150	\$ 32,625			\$ -	\$ 32,625	
5.0		Travel Allowance 1/			0				\$ 14,970	\$ 14,970	\$ 16,450	
						0	\$ -			\$ -	\$ -	
						0	\$ -			\$ -	\$ -	
PROJECT TOTALS			315	297	0	612	\$ 133,065	\$ -	\$ 14,970	\$ 14,970	\$ 148,035	
			51.5%	48.5%	0.0%	100.0%	89.9%	0.0%	10.1%	10.1%	100.0%	

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

Airfare	\$	1,000.00	R/T Refundable Economy
Hotel	\$	900.00	4 nights Includes Taxes per Night
Airport Transfers Home	\$	220.00	RSW R/T
Airport Transfers LA	\$	300.00	LAX R/T
Meals	\$	75.00	\$25 per day
Estimated Total per trip	\$	2,495.00	



**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**

For purposes of this Exhibit, the term “Contractor” shall 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.



## PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Airport & Aviation Professionals, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated August 21, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Airport & Aviation Professionals, Inc., a Florida corporation doing business as AvAirPros ("Consultant").

### RECITALS

A. The Authority owns and operates the Bob Hope Airpmt (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: airline technical liaison services for the replacement passenger terminal program.

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. "Airport Rules and Regulations": July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. "Appropriation Limit": the appropriation approved by the Authority Commission for this Agreement for a fiscal year.

C. "Commencement Date": July 1, 2023.

D. "Contract Administrator": John T. Hatanaka or a duly authorized designee.

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

F. "Expiration Date": June 30, 2027.

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 Airpmt Management, Inc., 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 proposal for replacement passenger terminal program-related tasks and fee schedule for a fiscal year. The Proposal for FY 2023-2024 is set forth in the attached Exhibit A. Subsequent Proposals shall be added to Exhibit A in accordance with Section 2(B) below.

K. "Services": the replacement passenger terminal program-related tasks set forth in the then-current Proposal.

## **2. Services.**

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.

B. No later than March 31st of each year, Consultant shall submit its Proposal for the following fiscal year. Each Proposal shall be subject to approval by the Contract Administrator. Upon approval, a Proposal shall be added to the attached Exhibit A and shall apply to the specified fiscal year.

C. 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.

D. 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 be retroactive to the Commencement Date and shall expire on the Expiration Date unless earlier terminated as provided below.

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 on a time and materials basis according to the then-current Proposal. In no event shall the compensation payable to Consultant under this Agreement for a fiscal year exceed the applicable Appropriation 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. Airport Rules and Regulations.** Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage ([hollywoodburbankairport.com](http://hollywoodburbankairport.com)), and Consultant may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

**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 negligent 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 on the day of e-mail delivery.

Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: John T. Hatanaka  
E-mail: jhatanaka@bur.org

Consultant  
AvAirPros  
3555 Kraft Road, Suite 300  
Naples, FL 34105  
Attn: President  
E-mail: president@avairpros.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. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Consultant from utilizing subcontractors identified in Consultant's proposal for the Services. 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.

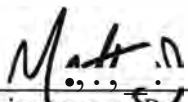
**16. Exhibits.** The attached Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A and B, the provisions of this Agreement shall prevail. In the event of any 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 inselied 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 inselied, 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.

**Airport & Aviation Professionals, Inc.**

  
\_\_\_\_\_  
☐ Chairperson ☒ President ☐ Vice President

\_\_\_\_\_  
☐ \_\_\_\_\_  
☐ Chief Finance Officer ☐ Asst. Treasurer

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

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Felicia Williams, President

Approved as to form:

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



**EXHIBIT A**  
**Proposals**

(attached)



March 30, 2023

Mr. John Hatanaka  
Senior Deputy Executive Director  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505

**RE: Elevate BUR ATR  
FY24 Scope of Services and Billing Rates**

Dear John,

Thank you for the continued opportunity to work with the Hollywood Burbank Airport on the Elevate BUR Replacement Passenger Terminal Program! It is an honor, and we look forward to continuing to assist the airport and airlines with that important work.

As requested, I have attached a detailed proposal for AvAirPros' services for Fiscal Year 2024. That proposal is based on our understanding of the current schedule, which is briefly summarized at the top of the document. The proposal also includes our proposed billing rates. Consistent with AvAirPros' general practice, we propose to keep those rates level through the end of the calendar year, subject to a four-and-a-half percent (4.5%) adjustment in January 2024.

The Proposal includes just over 1,300 hours of billable time for Fiscal Year 2024 for a proposed, not-to-exceed amount of \$350,000. This work will include:

- Regular, recurring Program coordination meetings with the Airport; more specifically, we expect that Mark McQueen will be in the project management office approximately two days/week to facilitate airline over-the-shoulder review and input.
- Monthly (or more frequently, as needed) Airline Technical Committee meetings.
- Monthly Program Committee meetings.
- Detailed design drawing reviews following the issuance of the 30%, 60%, and 90% progress sets by HPTJV. For each of these reviews, we have included time for some of our firm's subject matter experts. Specifically, Dave Brewer - our firm's planning lead - will review (as the last of his support) the 30% design package. And we will have Michael Shanus - our firm's design lead - and Tim Rogers - a



BHS subject matter expert- review the 30%, 60% and 90% drawings.

- Check review following issuance of the 100% drawings by HPTJV following permit review and revision.
- Coordination of Airline input and oversight into all these continuing design activities by the HPTJV.
- On-going monitoring and reporting to the Airlines on Program scope, schedule, and budget developments
- Review and feedback on component guaranteed maximum price proposals by HPTJV.
- As-needed support to airline lease and use agreement negotiations.

As you will note, this work appears a little "lumpy" across the fiscal year, but it is intended to align with the expected issuance of 30%, 60%, 90%, and 100% design drawing packages as well as the submission of component GMP proposals.

I am available to discuss this proposal at your convenience. And again, thank you for the opportunity!

Sincerely,

**AVAIRPROS**



Paul Bintinger

Senior Managing Director - California Market Leader

Encl. (1)

cc: Lori Peters, AvAirPros



Schedule Activities															
30% SD & Review															
60% DD & Review															
Component GMP Review (Site then Building)															
90% CD & Review															
100% CD & Review															
4.50%															
AvAirPros															
Staffing		Title	2023 Rates	2024 Rates											
Matt Ross		Officer	\$ 314.00	\$ 328.00	-	-	-	-	-	-	-	-	-	-	-
Lori Peters		Officer	\$ 314.00	\$ 328.00	1.00	-	1.00	-	1.00	-	1.00	-	1.00	-	-
Paul Binting		Senior Managing Director	\$ 293.00	\$ 306.00	24.00	20.00	20.00	24.00	30.00	30.00	30.00	30.00	10.00	10.00	14.00
Mark McQueen		Director	\$ 243.00	\$ 253.00	88.00	72.00	72.00	72.00	88.00	72.00	72.00	88.00	42.00	42.00	88.00
Michael Shanus (Design SME)		Senior Managing Director	\$ 293.00	\$ 306.00	16.00	4.00	4.00	4.00	16.00	4.00	4.00	16.00	2.00	2.00	16.00
David Brewer (Planning SME)		Managing Director	\$ 279.00	\$ 291.00	16.00	-	-	-	-	-	-	-	-	-	-
Tim Rogers (BHS SME)		Senior Managing Director	\$ 293.00	\$ 306.00	8.00	2.00	2.00	2.00	8.00	2.00	2.00	8.00	2.00	2.00	8.00
Admin		Support	\$ 85.00	\$ 88.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Hours:					154	99	100	103	144	109	110	109	144	57	127
Total Professional Fees:					\$ 40,311	\$ 25,199	\$ 25,513	\$ 26,371	\$ 37,605	\$ 28,129	\$ 29,648	\$ 29,320	\$ 39,204	\$ 14,998	\$ 33,980
Reimbursable Expenses															
Technology					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Communications					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FedEx & Postage					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous, including copies					\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10
Air Travel					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lodging					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meals					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ground Transportation					\$ 145	\$ 145	\$ 145	\$ 145	\$ 145	\$ 145	\$ 152	\$ 152	\$ 152	\$ 152	\$ 152
Total Reimbursable Expenses:					\$ 155	\$ 155	\$ 155	\$ 155	\$ 155	\$ 155	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162
AvAirPros Totals															
					\$ 40,466	\$ 25,354	\$ 25,668	\$ 26,526	\$ 37,760	\$ 28,284	\$ 29,810	\$ 29,482	\$ 39,366	\$ 15,160	\$ 34,142

Total\$347,504

FY2024 Contract Proposal\$350,000



**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 Indemnitee before the Indemnitee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. The coverage afforded additional insureds shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any insured which results in a breach of any term, condition or warranty of the policies, provided that the additional insured so protected has not caused, contributed to or knowingly condoned said act or omission. Additionally, the coverage afforded the additional insureds under this clause will not apply in the event of exhaustion of policy limits or to losses or claims arising from perils specifically excluded from coverage or not otherwise covered under the policies.

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**

For purposes of this Exhibit, the term "Contractor" shall 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.



**JANITORIAL SERVICES AGREEMENT**

**BETWEEN**

**BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY**

**AND**

**C&W FACILITY SERVICES INC.**



THIS JANITORIAL SERVICES AGREEMENT (“Agreement”) is dated August 21, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and C&W Facility Services Inc. (“Contractor”), a Massachusetts corporation.

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

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to retain Contractor as an independent contractor to provide janitorial services.

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. Engagement of Contractor.** The Authority engages Contractor to provide the Services in the Service Areas as described and upon the terms and conditions set forth in this Agreement, and Contractor accepts such engagement.

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

A. “Authority Parties”: collectively the Authority, TBI Airport Management Inc., the Cities of Burbank, Glendale, and Pasadena, California and their respective commissioners, council members, officers, directors, employees, agents, and representatives. “Authority Party” means any one of the Authority Parties.

B. “Claims”: all claims, demands, actions, proceedings, causes of action, damages, judgments, awards, settlement amounts, penalties, fines, assessments, charges, fees (including attorney fees and court fees), forfeitures, losses, liabilities, obligations, costs, and expenses.

C. “Contract Administrator”: the Authority’s Director of Maintenance and Engineering or such person’s designee.

D. “Contractor Manager” means Jose Cardenas.

E. “Contractor Parties”: collectively Contractor and its officers, directors, employees, agents, representatives and subcontractors and any other persons and entities for whose acts or omissions Contractor is responsible. “Contractor Party” means any one of the Contractor Parties.

F. “Extraordinary Conditions”: occurrences, incidents, or situations involving circumstances beyond the reasonable control of Contractor. “Extraordinary conditions” includes



earthquake damage, fire damage, and structural construction undertaken by the Authority or any tenants, licensees, or other users of the Airport.

G. “FAA”: Federal Aviation Administration.

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

I. “Office Lease”: the Month-to-Month Office Lease that will be executed by the parties.

J. “Services”: the janitorial services described in the attached Exhibit A.

K. “Service Areas”: the Airport facilities identified in Exhibit A.

L. “Special Cleaning Conditions”: incidents or situations involving emergency or unforeseen circumstances, other than extraordinary conditions, that may develop at the Airport. “Special cleaning conditions” includes broken glass, overflowing toilets, and cleaning and remodeling projects.

M. “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 either: (i) is or becomes prohibited or regulated by a government agency; or (ii) is or becomes known to pose a hazard or potential threat to the health and safety of any person or to the environment.

N. “TSA”: Transportation Security Administration.

### **3. Term.**

A. Base Term. The base term of this Agreement shall be for one year, commencing on **November 1, 2023** and expiring on **October 31, 2024** unless extended or earlier terminated as provided herein.

B. Month-to-Month Extension Option. The Authority shall have the option to extend the term of this Agreement on a month-to-month basis, for a maximum period of one year, in its sole discretion. To exercise the month-to-month extension option, the Authority shall give written notice to Contractor on or before October 1, 2024. If the Authority exercises this month-to-month extension option, the Agreement shall continue on a month-to-month basis for up to one year until either: (a) the Authority terminates this Agreement for convenience in writing upon 30 days’ prior written notice to Contractor; or (ii) the Authority terminates this Agreement for cause pursuant to Section 13 below.

### **4. Fees.**

A. Monthly Fee. The Authority shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment of a monthly



fee in the amount of One Hundred Ninety Thousand, Six-Hundred Twelve Dollars and Four Cents (\$190,612.04) (“Monthly Fee”).

B. Additional Fee. In the event that Contractor performs Services in response to any extraordinary conditions during any calendar month, the Authority shall pay to Contractor, in addition to the Monthly Fee for such calendar month, an additional fee (“Additional Fee”) which shall be an amount equal to (i) the lesser of (a) the number of hours over and above the total monthly hours for the performance of Services specified in this Agreement which were required for the performance of Services in response to the extraordinary conditions, as determined by the Authority, in its sole discretion, or (b) the number of hours over and above the total monthly hours for the performance of Services specified in this Agreement during which Contractor actually performed Services in response to the extraordinary conditions, multiplied by (ii) the hourly rates of compensation for the category of the employees of Contractor required to perform such Services, which hourly rates are set forth in the attached Exhibit G.

C. Additions and/or Deletions. The Authority shall have the right at any time to add other premises of the Airport to any of the Service Areas, or to delete or relocate some or all of existing portions of any Service Areas, by delivering written notice to Contractor. In the event of any such addition, deletion or relocation, the Monthly Fee shall be adjusted based upon the addition or reduction in number of monthly hours described in Exhibit A that are required for the performance of Services in such expanded, reduced, or relocated Service Areas, as determined by the Authority, in its sole discretion, and the applicable compensation rate per hour set forth in Exhibit G.

D. Passenger Traffic Fluctuation Rate Adjustment. If at any time the annual passenger throughput at the Airport has dropped by more than 10% compared to the prior 12-month period, then the parties shall negotiate in good faith an amendment to this Agreement to provide a reasonable reduction of the Monthly Fee and the hourly rates set forth in Exhibit G.

E. Month-to-Month Extension Period Rate Adjustment. If the Authority exercises the month-to-month extension option specified in Section 3.B, then the parties shall negotiate in good faith an amendment to this Agreement to provide a reasonable increase of the Monthly Fee and the hourly rates set forth in Exhibit G for the month-to-month extension period.

F. Invoices. Contractor shall submit monthly invoices to the Authority for the Services, together with the weekly cleaning schedules and service records signed by Contractor and the Authority’s representative as described in Section 6 below. Each invoice shall itemize the work performed during the billing period and the amount due. In the event Contractor performs Services in response to extraordinary conditions during any calendar month, Contractor shall set forth in Contractor’s invoice for such calendar month a description of the Services performed, the number of hours in excess of the hours per month specified in Exhibit A during which Contractor actually performed such Services, and the number and category of employees of Contractor who performed such Services. Within 10 business days of receipt of each invoice, the Authority shall notify Contractor 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 Contractor shall pay all required taxes on the payments.

G.      Inspection and Audit. Contractor agrees that all of its books and records relating to the hours of service, composite wage rates, including direct and indirect payroll, and cost of machines, equipment, supplies and materials used in the performance of the Services shall be maintained at all times during the term and for a minimum period of three years following expiration or termination of this Agreement. Contractor's books and records shall be subject to inspection and audit by any authorized representative of the Authority, at any time during the term and within the three (3) year period following termination or expiration, upon the delivery to Contractor of 24 hours' prior written notice.

## **5.      Services.**

A.      Daily Services. Contractor shall provide all of the Services in the respective Service Areas with the applicable minimum frequency specified in Exhibit A.

B.      Miscellaneous Services. Contractor shall provide additional Services to other airport properties on an as needed basis. This Miscellaneous Services work will be done on a time and materials basis (hourly rates) at the contractual price listed in Exhibit G.

## **6.      Specifications.**

A.      Performance Standard. Contractor shall perform the Services and comply with the other provisions of this Agreement so as to provide at all times during the term an exceptionally attractive and clean environment at the Airport for the use of the traveling public. The Services shall be performed in strict conformity with best practices and highest standards applicable to the janitorial maintenance industry.

B.      Equipment. Contractor shall furnish all new machines and equipment required to perform the Services. Contractor shall keep and maintain such machines and equipment in good operating condition and repair at all times. Contractor shall not use any machines or equipment in connection with the performance of the Services without obtaining the Authority's prior written approval. The Authority may inspect the machines and equipment used by Contractor in the performance of the Services on 24 hours prior written notice. In the event of any defect or damage to any such machines or equipment, Contractor shall repair or replace the machine or equipment promptly, but in no event, more than 24 hours after the occurrence of the defect or damage.

C.      Supplies.

i.      Purchase. Contractor shall be responsible for the selection, purchase, storage, and inventory of all supplies consumed in the performance of the Services. Contractor shall provide the Authority with a monthly Supplies Inventory Report ("SIR") listing the starting inventory, items purchased during the month, and an ending inventory. The Authority shall



reimburse Contractor monthly for the direct, actual cost of supplies purchased on the basis of satisfactory monthly inventory reports and supporting documentation, paid invoices, etc.

ii. Authority Approval. All supplies used in the performance of the Services shall be subject to the written approval of the Authority prior to being used at the Airport. The Authority may require that Contractor substitute, modify, or alter such supplies.

iii. Safety of Cleaning Supplies and Materials. Upon the Authority's request, Contractor shall deliver or otherwise make available to the Authority samples for the testing of any cleaning supplies or materials used by Contractor in the performance of the Services. Such samples may be taken, at the discretion of the Authority, from the supplies or materials being used on the job or from any containers of such supplies or materials stored at the Airport. Contractor shall use only cleaning supplies and materials that are labeled and are identifiable by a brand name and bear a Material Safety Data Sheet ("MSDS") as approved by the Department of Labor. Contractor shall maintain a current MSDS inventory list of all cleaning supplies and materials and forward copies to the Authority. No supplies, materials, treatments, or procedures shall be used on or applied to any floors, stairways, ramps, sidewalks, or other walkway areas that would cause or contribute to causing such surfaces to be slippery or otherwise unsafe to walk upon. Nor shall any supplies, materials, or treatments be corrosive or deleterious to the surfaces or materials to be cleaned.

#### D. Restrooms.

i. General. Contractor shall clean all restroom portions of the Service Areas in accordance with the specifications set forth in the attached Exhibits A through E. Contractor shall make a daily pre-opening inspection of all restroom portions of the Service Areas between 4:00 a.m. and 5:00 a.m. to verify that they are being cleaned in accordance with the specifications and to assure readiness for use. In addition to the pre-opening inspection, all restrooms will be checked, cleaned as necessary, and re-stocked with supplies routinely throughout the operating day. Documentation of such inspections shall be in the form of an "Airport Restroom Service Record" in substantially the form of the attached Exhibit F. Contractor shall provide the Authority copies of the Airport Restroom Service Records on a weekly basis.

ii. Supplies. All required towels, toilet tissue, hand soap, sanitary napkins, restroom deodorizers and similar supplies required for use in the restroom portions of the Service Areas shall be furnished by Contractor. Contractor shall maintain an adequate inventory of supplies to meet the demands of the Airport and shall insert such supplies in the dispensers as needed. The Authority shall maintain all restroom mechanical dispensers for proper mechanical operation. Contractor shall immediately notify the Authority of any defects or other problems discovered with respect to the operation of these mechanical dispensers.

iii. Authority Inspection. The Authority shall have the right to make periodic, unscheduled inspections of the restrooms. The Authority shall keep a record of such inspections. The Restroom Inspection Forms shall be kept on file at the Authority's office.



E. Terminal Area.

i. General. Contractor shall clean all Terminal Areas in accordance with the specifications set forth in the attached Exhibits A through E. Contractor shall make a daily pre-opening inspection of all Terminal A & B Sterile Areas between 4:00 a.m. and 5:00 a.m. to verify that they are being cleaned in accordance with the specifications and to assure readiness for use. In addition to the pre-opening inspection, all Terminal Areas will be checked, cleaned as necessary and routinely throughout the operating day. Contractor shall provide the Authority copies of the Service Records on a weekly basis.

ii. Supplies. All required towels, dusting supplies, window cleaning supplies, cleansers, spot cleaners, disinfectant sprays, degreasers, garbage bags, and other similar supplies required for use in the Terminal Areas shall be furnished by Contractor. Contractor shall at all times during the term of this Agreement maintain an adequate inventory of supplies to meet the demands of the Airport.

iii. Equipment. All required equipment including mops, buckets, brooms, dust mops, dusting apparatus, squeegees, vacuums, carpet cleaning machines, extension poles, electrical cords, supply carts, and other similar equipment required for use in the Terminal Areas shall be furnished by Contractor. Contractor shall at all times maintain an adequate inventory of properly maintained equipment to meet the demands of the Airport.

F. Terminal Site.

i. General. Contractor shall clean all Terminal Site Areas in accordance with the specifications set forth in the attached Exhibits A through E. Contractor shall make a daily pre-opening inspection of all Terminal Site Areas between 4:00 a.m. and 5:00 a.m. to verify that they are being cleaned in accordance with the specifications and to assure readiness for use. In addition to the pre-opening inspection, all Terminal Site Areas will be checked, cleaned as necessary and routinely throughout the operating day. Contractor shall provide the Authority copies of the Service Records on a weekly basis.

ii. Supplies. All required towels, dusting supplies, window cleaning supplies, cleansers, spot cleaners, disinfectant sprays, degreasers, garbage bags, and other similar supplies required for use in the Terminal Site Areas shall be furnished by Contractor. Contractor shall at all times maintain an adequate inventory of supplies to meet the demands of the Airport.

iii. Equipment. All required equipment including mops, buckets, brooms, dust mops, dusting apparatus, squeegees, vacuums, carpet cleaning machines, extension poles, electrical cords, supply carts, and other similar equipment required for use in the Terminal A & B Lobby and Hallway Areas shall be furnished by Contractor. Contractor shall at all times during the term maintain an adequate inventory of properly maintained equipment to meet the demands of the Airport.

G. Walk Off Mats. Contractor shall place acceptable walk off mats at each entrance of each terminal building of the Airport (including each landside and airside entrance) so as to



provide the highest degree of cleanliness consistent with the terms and conditions of this Agreement.

H. Coin Operated Vending Machines. Contractor shall be responsible for keeping the coin operated vending machines in the restroom portions of the Services Areas supplied with the appropriate items. The Contractor is also responsible for the collection of deposited monies in such coin operated vending machines and is required to turn collected monies over to the Authority.

I. Parking Lot Cashier and Valet Service Center. Contractor shall be responsible for maintaining the areas in and around all parking lot cashier booths and the Valet Service Center located in the Airport.

J. Carpet Cleaning.

i. General. All carpeting located in the Service Areas shall be cleaned (including shampooing, spot cleaning, and routine vacuuming) in accordance with the specifications set forth in the attached Exhibits A through E. Any additional cleaning frequency shall be based on need.

ii. Routine Vacuuming and Spot Cleaning. In the event that Contractor performs routine vacuuming and spot cleaning of the carpet which the Authority determines is not in accordance with the manufacturer's recommended procedures, warranty conditions, or the specifications, or otherwise is unsatisfactory to the Authority, the Authority shall have the right to delete the vacuuming and spot cleaning of the carpet as part of the Services and to reduce the Monthly Fee.

K. Office Areas. Contractor shall clean the Authority's office area in accordance with the specifications set forth in the attached Exhibits A through E, at the minimum frequency set forth. In performing such cleaning Services, Contractor shall not move any files, papers or documents on any furniture or floor areas in any portions of the Authority's office area.

L. Other Areas. All portions of the Service Areas not specifically described in this Section shall be cleaned in accordance with the specifications and at the minimum frequency set forth in Exhibits A through E.

M. Special Cleaning Conditions. Contractor shall immediately respond to any and all special cleaning conditions which arise in order to maintain the Service Areas in accordance with the requirements of this Agreement. Contractor's compensation for the performance of Services in response to special cleaning conditions shall be included in the Monthly Fee payable to the Contractor.

N. Extraordinary Conditions. Contractor's sole compensation for the performance of any and all Services in response to extraordinary conditions shall be the Additional Fee payable to Contractor pursuant to Section 4.B.



O. Inspection and Monitoring. Contractor shall be required to continuously inspect and monitor the Service Areas to verify that the Services are being performed, and the Service Areas are being maintained, in accordance with this Agreement.

P. Training. Contractor agrees that its employees and subcontractors who perform the Services shall be properly trained and qualified to perform the Services. All of Contractor's employees and subcontractors who perform the Services shall do so in a careful and efficient manner consistent with the highest standards in the janitorial maintenance industry.

Q. Contractor Manager. Contractor Manager shall provide administration of the Services and will respond to operational issues and/or emergencies. Contractor Manager is authorized to receive and act upon instructions given by the Authority pursuant to this Agreement, and Contractor agrees that notice to Contractor Manager shall constitute notice to Contractor, and all representations, warranties and agreements made by Contractor Manager shall be binding upon Contractor. Contractor Manager shall be present at the Airport at all times during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. An alternative employee or employees designated by the Contractor shall be required to serve as its substitute on-site manager(s) and such substitute manager(s) shall have the same authority, duties and responsibilities as Contractor Manager, including being required to be present at the Airport at all times other than 8:00 a.m. to 5:00 p.m., Monday through Friday.

R. Coordination with Work of the Authority and Other Contractors. Contractor shall coordinate the performance of the Services with the performance of other services or work by the Authority or any tenants, licensees, or other users of the Airport or any of their respective employees or contractors. Contractor shall take all necessary precautions to protect the work or services performed by the Authority or any tenants, licensees, or users of the Airport or any of their respective employees or contractors from damage caused by the performance of the Services.

S. Laws, Permits, Fees and Notices. Contractor hereby represents and warrants that Contractor has, and Contractor covenants and agrees to maintain in effect at all times during the term, all permits, licenses and approvals required for the performance of the Services. Contractor shall comply with the Federal Requirements and all applicable law in connection with the performance of the Services.

T. Employees. Contractor shall at all times provide a sufficient number of properly skilled personnel to perform the Services pursuant to this Agreement. All matters pertaining to the hiring, employment, engagement, supervision, compensation, promotion, and discharge of Contractor's employees and subcontractors are the sole responsibility of Contractor. Contractor shall not enter into any contract causing or purporting to cause any person to be an employee or independent contractor of the Authority. Notwithstanding the foregoing, in the event that the Authority disapproves of any of Contractor's employees or any subcontractors, Contractor shall remove such employee or subcontractor from the performance of Services and shall replace such employee or subcontractor with a properly skilled replacement. Contractor shall require its employees and subcontractors to wear uniforms, approved by the Authority, at all times while performing the Services.

U. Damage to Property. Contractor will immediately report to the Authority any and all damage to the Service Areas or any other premises or facilities of the Airport or any equipment,



fixtures, furnishings or property located in the Service Areas, or any other premises of the Airport arising out of, resulting from or relating to the acts or omissions of Contractor Parties in connection with the performance of the Services. In addition to any and all other remedies available to the Authority, Contractor shall be responsible for the full amount of the costs and expenses of repairing such damage.

V. Waste Disposal. Wastebasket refuse, rubbish, including sweepings, vacuum cleaner dust and waste resulting from performance of the Services shall be disposed of by Contractor in accordance with the instructions of the Authority and all applicable laws.

W. Weekly Report. At the end of each week, Contractor shall provide the Authority with a weekly written report of the Services performed by Contractor during such week. This report is the Cleaning Schedule and Service Record for each Service Area and shall show those items listed on Exhibit B which were performed during such week. Each weekly report shall be in substantially the form of Exhibit A and must be signed by an authorized representative of the Authority upon its determination that the Services described in the weekly report have been performed in accordance with this Agreement; provided, however, that the execution of a weekly report by the Authority's authorized representative shall not constitute a waiver or release of Contractor's obligations under this Agreement. Copies of the weekly reports for each calendar month during the term of this Agreement, signed by the Authority's authorized representative, must be included with Contractor's monthly invoice to the Authority.

X. Inspection. The Authority will conduct weekly inspections of the Service Areas with Contractor, using the Cleaning Schedule and Service Record and/or the Restroom Inspection Form to ascertain the quality and acceptability of the Services provided. Any discrepancies found in such an inspection shall be reported to Contractor in writing. Contractor's representative shall then submit to the Authority, immediately after any such inspection, a written list of corrective action taken for all deficiencies or defects noted by the Authority during such inspection. Such deficiencies shall be corrected immediately by Contractor. Any failure by the Authority to make a daily inspection of the Airport facilities in accordance with this Section shall not be deemed a waiver of its right to cause Contractor to correct any such unsatisfactory work.

**7. Schedule of Performance.** Contractor shall perform major work generally between the hours of 10:00 p.m. and 5:00 a.m., with continual monitoring and light duty items done throughout the day (5:00 a.m. to 10:00 p.m.), as itemized on Exhibit A and B. Contractor shall perform the cleaning of certain Service Areas so as not to interfere with any Airport operations of the Authority or any of its tenants, licensees or other users.

**8. Maintenance of Airport Services.** Neither Contractor nor its employees shall hinder, delay, limit, or suspend the continuity of the Airport's function, operation, or service in any manner that would invalidate the Airport operating certificate. Contractor shall not in any manner coerce, intimidate, instigate, endure, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone or encourage any employee to participate in any strike, slowdown, mass resignation, mass absenteeism, or any type of concerted work stoppage. In the event any of the above-described



actions occur, Contractor shall be obligated to continue to perform the Services which are the subject of this Agreement.

**9. Security.** Contractor shall comply with the Airport's security requirements, the requirements of the Department of Homeland Security, and the requirements of the TSA as they relate to individual employee background checks and the issuance of identification badges. The requirements may be determined by accessing the TSA website at [www.tsa.gov](http://www.tsa.gov).

## **10. Indemnification.**

A. General. Contractor will accept the full responsibility for and shall defend, indemnify, and hold harmless the Authority Parties from and against any and all Claims (i) arising out of, resulting from, or relating to any negligent acts or omissions of the Contractor Parties in connection with the execution or performance of this Agreement (including any breach or failure to perform this Agreement); or (ii) made by or on behalf of the Contractor Parties arising out of their employment or work pertaining to the this Agreement. The provisions of this Section shall survive the termination or expiration of this Agreement.

B. FAA and TSA Requirements. Punitive fines, levies, or assessments imposed on the Authority by the FAA or the TSA for violations of federal regulations shall be thoroughly investigated by the Authority. Upon those instances found to be based upon the negligence or error of any of the Contractor Parties, such fines, levies or assessments shall be paid by Contractor without limitation and shall be remitted to the Authority, in full, within 30 days of notification of Contractor by the Authority, failing which the Authority may deduct the amount of any such fines, levies or assessments from the Monthly Fee and/or Additional Fee payable to Contractor.

C. In no event shall either party be liable to the other for any special, indirect, incidental, or consequential loss or damage under this Agreement.

## **11. Insurance.**

A. General. Contractor shall maintain in effect, at its own expense, insurance from insurers acceptable to the Authority protecting Contractor, the Contractor Parties and the Authority Parties against Claims for bodily injury (including personal injury) and property damage (including loss of use thereof) arising out of, resulting from or relating to any acts or omissions by Contractor Parties in connection with the performance of this Agreement. Each insurance policy required to be maintained by the Contractor shall be obtained from an insurance company authorized to conduct business in California and having a rating of not less than A-VI in A.M. Best's Insurance Guide (or equivalent rating agency). The types of insurance coverage as well as the amounts of such coverage shall be as follows:

i. Commercial General Liability. Commercial general liability insurance written on an occurrence basis in an amount of Two Million Dollars (\$2,000,000) for each occurrence and in the annual aggregate. Such coverage shall include premises/operations, broad form contractual, independent contractors, broad form property damage and personal injury.

ii. Automobile Liability. Automobile liability insurance covering all owned, non-owned and hired vehicles written on an occurrence basis in an amount equal to Five Million



Dollars (\$5,000,000) combined single limit for each occurrence for bodily injury, death and property damage.

iii. Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance written in accordance with California statutory limits and employer's liability insurance in the following minimum amounts:

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 employer's liability coverage shall not contain an occupational disease exclusion.

iv. Excess Liability. Excess (or umbrella) liability insurance written on an occurrence basis in an amount equal to Three Million Dollars (\$3,000,000) per occurrence and in the annual aggregate in excess of the required Commercial General liability, Automobile Liability, and Employer's Liability insurance.

B. Certificate. Within 10 days after award of this Agreement by the Authority, Contractor shall deliver to the Authority certificates of insurance evidencing that insurance has been purchased by Contractor as required in this Section and copies of blanket endorsements.

C. Contractor shall provide at least 30 days prior written notice sent by registered mail to the Authority of any cancellation, non-renewal, or reduction in coverage. With respect to the commercial general liability, automobile liability, and excess liability insurance of Contractor, Contractor shall include (a) the Contractor Parties as additional insured, and (b) the Authority Parties as additional insured (utilizing the CG 20 1 0 Additional Insured endorsement (or equivalent)). The failure of Contractor to provide such certificates of insurance, together with such endorsements, or the subsequent cancellation, non-renewal or reduction in coverage under the insurance policy(ies) by Contractor's insurance company(ies), unless Contractor replaces such coverage with comparable coverage with an insurer who meets the criteria of this Section within the 30 day period, shall constitute a default under this Agreement. Commercial General Liability, Automobile Liability, and Excess Liability insurance required to be maintained by Contractor pursuant to this Section shall be primary insurance without right of contribution of any other insurance carried by or on behalf of any Authority Party and these policies shall be endorsed to this effect as to Contractor's express obligations under the Indemnity provision of the Agreement. All policies of insurance required and provided by Contractor under this Section shall include, or be endorsed to provide, a waiver by the insurers of any rights of subrogation that the insurers may have at any time against the Authority Parties. Contractor will not waive its subrogation rights if a loss is caused by the Authority's negligence.

## **12. 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 Service Areas by Contractor Parties without the prior written consent of Authority, which Authority shall not unreasonably withhold or delay so long as Contractor demonstrates to Authority's reasonable satisfaction that such toxic materials,



and the quantities thereof, are necessary or useful to Contractor's business and will be stored, used and disposed of in a manner that complies with applicable laws.

B. Indemnity. Contractor shall be solely responsible for and shall defend, indemnify and hold harmless the Authority Parties from and against any and all Claims including (i) diminution in value of the Airport, the Service Areas or any other areas of the Airport or any improvements thereon; (ii) damages for the loss or restriction on use of rentable or usable space or of any amenity of the Airport, the Service Areas or any other areas of the Airport or any improvements thereon; (iii) damages arising from any adverse impact on marketing of space in the Airport, the Service Areas or any other areas of the Airport or any improvements therein; (iv) sums paid in settlement of claims; and (v) attorneys' fees, consultant fees and expert fees which arise during or after the term of this Agreement as a result of the receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of toxic materials in, on or about the Service Areas or any other areas of the Airport by the Contractor Parties. The foregoing indemnification by Contractor includes any and all costs incurred in connection with any investigation of site conditions and any cleanup, remediation, removal or restoration work necessary to bring the Service Areas or any other areas of the Airport into compliance with law or required by any government agency because of toxic materials present in the soil, subsoils, groundwater or elsewhere from, in, on, under or about the Service Areas or any other areas of the Airport as a result of the receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of toxic materials by the contractor parties. The indemnification by Contractor under this Section shall survive the termination of this Agreement.

C. Prohibited Substances. The following substances shall not be brought onto the Service Areas or any other areas of the Airport in any quantities whatsoever: (i) arsines; (ii) dioxins, including dioxin precursors and intermediates; (iii) polychlorinated biphenyls; and (iv) anything contained in the California List of Extremely Hazardous Chemicals.

### **13. Termination.**

A. Termination for Convenience. The Authority may terminate this Agreement for convenience upon: (i) 60 days written notice to Contractor during the base term of the Agreement; or (ii) 30 days written notice to Contractor during a month-to-month extension of the Agreement.

B. Default by Contractor.

i. Dissolution; Insolvency. The Authority shall have the right to terminate this Agreement immediately if Contractor (i) makes an assignment for the benefit of creditors; or (ii) files a voluntary petition in bankruptcy; or (iii) seeks or consents to any reorganization or similar relief; or (iv) is adjudicated bankrupt or insolvent; or (v) if a third party commences any bankruptcy, insolvency, reorganization or similar proceeding involving Contractor; or (vi) if the assets of Contractor or a major part thereof are expropriated, nationalized or otherwise made subject to governmental or judicial control.

ii. Material Breach or Non-Performance. The Authority shall have the right to terminate this Agreement (i) immediately with respect to emergencies and non-curable defaults,



or (ii) within forty-eight (48) hours after the delivery to Contractor of written notice in the case of curable defaults.

iii. Termination of Authority Liability. The Authority shall be under no obligation to observe or perform any covenant of this Agreement on its part to be observed or performed for the benefit of Contractor, which accrues after the date of any default by Contractor.

iv. Remedies. In the event of the occurrence of any default by Contractor, in addition to any and all other remedies available to the Authority under this Agreement or at law or in equity, the Authority shall have the right to deduct the amount of any and all damages incurred by the Authority as a result of the occurrence of such event from the Monthly Fee and/or Additional Fee payable to Contractor.

C. Default by Authority. The Authority shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within 30 days following the delivery by Contractor to Authority of written notice specifying the obligation Authority has failed to perform; provided, however, in the event that the nature of Authority's obligation is such that more than 30 days are required for its performance, Authority shall not be deemed to be in default if it shall commence such performance within such 30 day period and thereafter diligently prosecutes the same to completion.

#### **14. Miscellaneous**

A. Proposal. Contractor's proposal delivered to the Authority on July 24, 2023 is incorporated herein by reference. In the event of any inconsistency between the provisions of this Agreement and the provisions of Contractor's proposal, the provisions of this Agreement shall govern.

B. 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.

C. 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.

If to Authority: Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way



Burbank, California 91505  
Attn: Director of Maintenance and Engineering  
With a copy to: Senior Procurement Manager  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, California 91505  
If to Contractor: C&W Facility Services Inc.  
117 Kendrick Street  
Suite 250  
Needham, MA 02494  
Attn: Allen Dishman

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

E. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California.

F. Waiver. No waiver of any breach or default shall be construed as a continuing waiver of any provision or as a waiver of any other or subsequent breach of any provision contained in this Agreement.

G. Attorneys' Fees. In the event of any action or proceeding (including, without limitation, any bankruptcy proceeding) to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

H. Assignment. Contractor acknowledges and understands that Contractor was awarded this Agreement in reliance and based upon Contractor's qualifications and the proposal submitted by Contractor. As a result, Contractor shall not have the right to assign, hypothecate, or otherwise transfer Contractor's rights or delegate Contractor's duties under this Agreement.

I. 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.

J. 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.

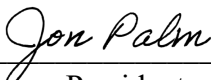
K. Relationship to Office Lease. This Agreement is supplemental to, and does not amend or otherwise affect, the Office Lease.

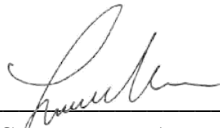
L. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be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

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

**EXECUTED:**

**C&W Facility Services Inc.**

  
\_\_\_\_\_  
☐ Chairperson ☐ President ☒ Vice President

  
\_\_\_\_\_  
☐ Secretary ☐ Asst. Secretary  
☒ Chief Operations Officer ☐ Chief Financial Officer

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

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Felicia Williams, President

Approved as to form:

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



**EXHIBIT A**  
**Scope of Services**



**SCOPE OF SERVICES**  
**JANITORIAL SERVICES AND SUPPLIES**  
**HOLLYWOOD BURBANK AIRPORT**

**SPECIFICATIONS - STANDARDS OF PERFORMANCE.**

A. **Specifications for Services.** In addition to any other requirements for the performance of the Services, Contractor shall comply with the following specifications ("Specifications") **for the duration of the performance term:**

- a. **Performance Standard.** Contractor shall perform the Services and comply with the other provisions of this Scope of Services to ensure an exceptionally attractive and clean environment at the Airport for the use of the traveling public. The Services shall be performed utilizing the best practices and highest standards applicable to the janitorial maintenance industry.
- b. **Equipment.** Contractor shall furnish all required equipment including but not limited to mops, buckets, brooms, dust mops, dusting apparatus, squeegees, vacuums, carpet cleaning machines, extension poles, electrical cords, supply carts, and other similar equipment. Contractor shall maintain an adequate inventory of well maintained equipment to meet the demands of the Airport. Contractor shall ensure all items are always in good operating condition. The Authority shall have the right to inspect the machines and equipment used by Contractor in the performance of the Services without notice. In the event of any defect or damage to any such machines or equipment, Contractor shall repair or replace the machine or equipment promptly with new items at the Contractor's expense as part of its operating overhead.
- c. **Supplies.**
  - i. **Supplies Purchase.** Contractor shall be responsible for the selection, purchase, storage and inventory of all supplies consumed in the Service Areas as part of the performance of the Services. Contractor shall provide the Authority with a monthly Supplies Inventory Report ("SIR") listing the starting inventory, items purchased during the month, an ending inventory, and a forecast of purchases needed for the next month's supply to be held at an acceptable level. The Authority shall reimburse Contractor for the direct, actual cost of supplies purchased on the basis of satisfactory documentation as described below. The Contractor shall submit a monthly invoice detailed supply costs, which will be paid by the Authority after verification of accuracy and acceptance of the monthly SIR. Invoices shall be well supported and include applicable documentation such as paid supplier invoices, supplier statements, material receipts, and other such suitable documentation.
  - ii. **Authority Approval.** All supplies used in the performance of the Services shall be subject to the written approval of the Authority prior to being used at the Airport. The Authority shall have the right to require Contractor to substitute, modify or alter such supplies. If, for any reason, the Contractor determines it is necessary to dispose of, or remove (off-site) any unused, expired or otherwise un-needed cleaning supplies, Contractor shall notify the Authority and the supplies shall not be removed or disposed of without written approval of the Authority. The Contractor may be responsible for issuing a credit to the Authority for any unused supplies.
  - iii. **Safety of Cleaning Supplies and Materials.** Upon the Authority's request, Contractor shall deliver or otherwise make available to the Authority samples for the testing of any cleaning supplies or materials used by Contractor in the performance of the Services. Such samples may be taken, at the discretion of the Authority, from the supplies or materials being used on the premises or from any containers of such supplies or materials stored at the Airport.



Contractor shall use only cleaning supplies and materials that are labeled and are identifiable by a brand name and bear a Material Safety Data Sheet ("MSDS") as approved by the Department of Labor. Contractor shall maintain a current MSDS inventory list of all cleaning supplies and materials and forward copies to the Authority. No supplies, materials, treatments or procedures shall be used on or applied to any floors, stairways, ramps, sidewalks or other walkway areas that would cause or contribute to causing such surfaces to be slippery or otherwise unsafe to walk upon. Nor shall any supplies, materials or treatments be corrosive or deleterious to the surfaces or materials to be cleaned. Supplies shall be Low VOC, bio-friendly and irritant free. All empty cleaning supply containers shall be disposed of properly, in accordance with all applicable regulations. If Contractor requests, and Authority approves, removal or disposal of any cleaning supplies, disposal shall be done in accordance with all applicable regulations.

- iv. **Restroom Supplies.** All required towels, toilet tissue, liquid hand soap, sanitary napkins, restroom deodorizers and similar supplies required for use in the restroom portions of the Service Areas shall be furnished by Contractor. Contractor shall maintain an adequate inventory of supplies to meet the demands of the Airport and shall insert such supplies in the dispensers as needed. The Contractor shall maintain all restroom mechanical dispensers for proper mechanical operation. Contractor is responsible to stock all such dispensers with the appropriate supplies at all times. Contractor shall immediately repair or replace any defective mechanical dispensers.
  - v. **Coin Operated Vending Machines.** Contractor shall be responsible for keeping the coin operated vending machines in the restroom portions of the Services Areas supplied with the appropriate items. The Contractor is also responsible for the collection of deposited monies in such coin operated vending machines and is required to turn collected monies over to the Authority.
  - vi. **General Supplies.** All required towels, dusting supplies, window cleaning supplies, cleansers, spot cleaners, disinfectant sprays, degreasers, garbage bags and other similar supplies required for use in the Service Areas shall be furnished by Contractor. Contractor shall maintain an adequate inventory of supplies to meet the demands of the Airport.
  - vii. **Walk Off Mats.** Contractor shall place acceptable walk off mats at each entrance of each terminal building of the Airport (including each landside and airside entrance) so as to provide the highest degree of cleanliness consistent with the defined specifications of this RFP. Contractor shall clean and maintain walk off mats at the frequencies defined in this Attachment.
- d. **Inspection and Monitoring.** Contractor shall be required to continuously inspect and monitor the Service Areas to verify that the Services are being performed, and the Service Areas are being maintained, in accordance with the Specifications and the other terms of this Agreement.
- i. **Daily Pre-Opening Inspection.** Contractor shall make a daily pre-opening inspection of all restrooms within the Service Areas between 4:00 a.m. and 5:00 a.m. to verify that they are being cleaned in accordance with the Specifications and frequencies set forth in Sub-Attachment A1 and A3 and to assure readiness for use. Documentation of such inspections shall be in the form of an "Airport Restroom Service Record" in substantially the form attached as Sub-Attachment A5.
  - ii. **Weekly Report.** At the end of each week, Contractor shall provide the Authority with a weekly written report of the Services performed by Contractor. This report is the Cleaning Schedule and Service Record for each Service Area, and shall record each Service item as listed on Exhibit A for the past week's performance. Each weekly report shall be in substantially the form of



Sub-Attachment A1 and must be signed by an authorized representative of the Authority signifying acceptance that the Services described in the weekly report have been performed in accordance with this Agreement. The acceptance of a weekly report by the Authority's authorized representative shall not constitute a waiver or release of Contractor's obligations. Copies of the weekly reports for each calendar month, signed by the Authority's authorized representative, must be included with each monthly invoice pursuant to Section 4.1.

- iii. **Weekly Inspection.** The Authority will conduct weekly inspections of the Service Areas with Contractor, using the Cleaning Schedule and Service Record to ascertain the quality and acceptability of the Services provided. Any discrepancies found in such an inspection shall be reported to Contractor in writing. Contractor's representative shall then submit to the Authority, immediately after any such inspection, a written list of corrective action(s) taken for all deficiencies or defects noted by the Authority during such inspection. Such deficiencies shall be corrected immediately by Contractor. Any failure by the Authority to make an inspection of the Airport facilities in accordance with this Section shall not be deemed a waiver of its right to cause Contractor to correct any such unsatisfactory work.
- e. **Carpet Cleaning.**
  - i. **General.** All carpeting located in the Service Areas shall be cleaned (including shampooing, spot cleaning and routine vacuuming) in accordance with the Specifications set forth in Sub-Attachments A1, A3, and A4. Any additional cleaning frequency shall be based on need.
- f. **Restrooms.** Contractor shall clean the restrooms in accordance with the Specifications and at the minimum frequency set forth in Sub-Attachment A1 and A3. All restrooms shall receive a daily pre-opening inspection as described above. In addition to the pre-opening inspection, all restrooms will be checked, cleaned as necessary, and re-stocked with supplies routinely throughout the operating day. Refer to Sub-Attachment A3 for specific details on the frequency of this requirement.
- g. **Terminal Areas.** Contractor shall clean Terminal A & B in accordance with the Specifications and at the minimum frequency set forth in Sub-Attachment A1 and A3.
- h. **Office Areas.** Contractor shall clean the Authority's office area in accordance with the Specifications and at the minimum frequency set forth in Sub-Attachment A1 and A3. In performing such cleaning Services, Contractor shall not move any files, papers or documents on any furniture or floor areas in any portions of the Authority's office area.
- i. **Special Cleaning Conditions.** Contractor shall immediately respond to any and all Special Cleaning Conditions which arise during the term in order to maintain the Service Areas in accordance with the requirements of this Agreement. Contractor's compensation for the performance of Services in response to Special Cleaning Conditions shall be included in the Monthly Fee payable to the Contractor pursuant to Section 4.1.
- j. **Biohazard Services & Staffing.** Contractor will provide qualified staff to perform biohazard services, terminal wide and in accordance with all applicable industry standards and requirements. Biohazard services will include, but shall not be limited, to the following activities:
  - i. Resolve biohazard situations as needed, maintenance and disposing hypodermic disposal containers, to incidents involving non-major bloodborne pathogens ("BBP") and other potentially infection materials "(OPIM)" as defined by OSHA, including such BBP and OPIM resulting from EMS and injury scenes. Contractor must comply with all Federal, **state**, local and industry standards pertaining to the handling and disposal of biohazards and related materials. Contractor shall not be responsible for performing biohazard services involving major catastrophic events, such as incidents involving mass casualty incidents, accidents involving



dismemberments, etc.

ii. Proposer will submit to Authority a biohazard plan, which includes procurement of replacement containers for review and approval prior to Authority issuance of a "Notice to Proceed."

Notwithstanding anything to the contrary herein, Contractor's "biohazard services" as used herein shall be limited to (i) removal and disposal of hypodermic disposal containers, and (ii) responding to BBP and OPIM that fall into the CDC's definition of Biohazard Levels 1 & 2 and are customarily performed by janitorial service providers. For example, such services may include viral disease clean-up for COVID-19 and MPOX.

- k. **Extraordinary Conditions.** Contractor's sole compensation for the performance of any and all Services in response to Extraordinary Conditions shall be the Additional Fee payable to Contractor pursuant to the Agreement (Section 4.B).
- l. **Training.** Contractor agrees that its employees and subcontractors who perform the Services shall be properly trained and qualified to perform the Services as well as ensuring compliance with the training requirements of California's Department of Industrial Relations ("CA-DIR" - see link here: [https://www.dir.ca.gov/DLSE/Janitorial\\_Registration\\_FAQs.html](https://www.dir.ca.gov/DLSE/Janitorial_Registration_FAQs.html)) . All of Contractor's employees and subcontractors who perform the Services shall do so in a careful and efficient manner consistent with the highest standards in the janitorial maintenance industry.
- m. **Contractor's Manager.** Contractor shall designate one of its employees as its manager for purposes of managing and supervising the performance of the Services pursuant to this Agreement ("Contractor's Manager"). Contractor's Manager shall provide administration of the Services and will respond to operational issues and/or emergencies. Contractor's Manager is authorized to receive and act upon instructions given by the Authority pursuant to this Agreement, and Contractor agrees that notice to Contractor's Manager shall constitute notice to Contractor, and all representations, warranties and agreements made by Contractor's Manager shall be binding upon Contractor. Contractor's Manager shall be present at the Airport at all times during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. An alternative employee or employees designated by the Contractor shall be required to serve as its substitute on-site manager(s) and such substitute manager(s) shall have the same authority, duties and responsibilities as Contractor's Manager, including being required to be present at the Airport at all times other than 8:00 a.m. to 5:00 p.m., Monday through Friday.
- n. **Coordination with Work of the Authority and Other Contractors.** Contractor shall coordinate the performance of the Services with the performance of other services or work by the Authority or any tenants, licensees or other users of the Airport or any of their respective employees or contractors. Contractor shall take all necessary precautions to protect the work or services performed by the Authority or any tenants, licensees or users of the Airport or any of their respective employees or contractors from damage caused by the performance of the Services.
- o. **Laws, Permits, Fees and Notices.** Contractor hereby represents and warrants that Contractor shall at all times, maintain all permits, licenses and approvals required for the performance of the Services under all applicable laws, and shall comply with all applicable regulatory requirements in connection with the performance of the Services, including those required by CA-DIR.
- p. **Employees.** Contractor shall at all times provide a sufficient number of properly skilled personnel to perform the Services pursuant to this Agreement. All matters pertaining to the hiring, employment, engagement, supervision, compensation, promotion and discharge of Contractor's employees and subcontractors are the sole responsibility of Contractor. Contractor shall not enter into any contract causing or purporting to cause any person to be an employee or independent contractor of the Authority.



Notwithstanding the foregoing, in the event that the Authority disapproves of any of Contractor's employees or any subcontractors, Contractor shall remove such employee or subcontractor from the performance of Services and shall replace such employee or subcontractor with a properly skilled replacement. Contractor shall require its employees and subcontractors to wear uniforms, approved by the Authority, at all times while performing the Services.

- q. **Damage to Property.** Contractor will immediately report to the Authority any and all damage to the Service Areas or any other premises or facilities of the Airport or any equipment, fixtures, furnishings or property located in the Service Areas or any other premises of the Airport arising out of, resulting from or relating to the acts or omissions of Contractor or Contractor's subcontractors in connection with the performance of the Services. In addition to any and all other remedies available to the Authority, Contractor shall be responsible for the full amount of the costs and expenses of repairing such damage.
- r. **Waste Disposal.** Wastebasket refuse, rubbish, including sweepings, vacuum cleaner dust and other waste shall be disposed of by Contractor in accordance with the instructions of the Authority and all applicable laws.
- s. **Displaced Janitor Opportunity Act.** To the extent required by the Displaced Janitor Opportunity Act, the selected Proposer shall retain for a transition employment period of sixty (60) days employees who were employed at the site for no less than the preceding four (4) months by the previous contractor and/or sub-contractor. An abridged copy of the Displaced Janitor Opportunity Act is available under Attachment G.



**EXHIBIT B**  
**Service Areas, Cleaning Schedules and Service Records**



## SERVICE AREAS, CLEANING SCHEDULES AND SERVICE RECORDS

### SERVICE AREAS

#### **Terminal Area**

Terminal A

Terminal A – East Concourse

Terminal B

Terminal B – EDS Building

Building 9 – L1, L2

Building 10

#### **Terminal Site**

North Tower & Elevated Walkway

Parking Structure Elevator

Ground Transportation Islands & Sidewalks

Valet Service Center

#### **Remote Areas**

Building 36 - L2

Hangar 34 Office Areas

Self-Park Structure Cashier Booths (3, no restrooms)

Lot A Parking Cashier Booths (2, 1 with restroom)

Lot C Parking Cashier Booths (1 with restroom)

North and West SIDA Booths (2 with restrooms)

Maintenance Department Building

#### **Specialty Items**

Pet Relief Areas

Mamava Unit



CLEANING SCHEDULE AND SERVICE RECORD			
Location: <b>Terminal – Public</b>  Terminal A, Terminal A – East Concourse, Terminal B (High Traffic Public Areas)	**DAILY	WEEKLY	MONTHLY
			FOR WEEK ENDING:  _____
			JANITORIAL SIGNATURE:  _____
			AUTHORITY SIGNATURE:  _____
1. PUBLIC SEATING UNITS, AREAS AND FIXTURES			COMMENTS:
A. Remove spillage, gum and stains	X		
B. Place all waste receptacles, ashtrays, signs, planters and chairs in their designated locations	X		
C. Damp Wipe	X		
D. Polish chrome legs and parts			X
E. Thoroughly clean using authorized upholstery cleaner (where applicable)			X
2. WASTE RECEPTACLES AND ASHTRAYS			Comments:
A. Empty containers. Remove stains and spillage (Includes Terminal sidewalk containers)	X		
B. Wash interior and exterior		X	
3. STAINLESS STEEL SURFACES			Comments:
A. Dust and spot clean	X		
B. Polish and shine		X	
4. WATER FOUNTAINS AND TELEPHONES			Comments:
A. Clean and sanitize	X		
5. VERTICLE SURFACES, SIGNS AND LEDGES			Comments:
A. Dust and spot clean all areas that can be reached without the use of a ladder	X		
B. Dust and clean high areas			X
6. FLOORS (Tile)			Comments:
A. Remove gum, spots and stains	X		

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



B. Sweep and wet mop tile floors	X			
C. Spray buff and wax		X		
D. Strip, seal and re-wax			X	
<b>7. FLOORS (Carpet)</b>				Comments:
A. Remove gum, spots and stains	X			
B. Vacuum carpet, using edge tools	X			
C. Deep Clean			X	
<b>8. WINDOWS AND GLASS AREAS</b>				Comments:
A. Spot clean high traffic areas	X			
B. Clean interior		X		
C. Clean exterior (sterile area and second floor windows excluded)			X	
<b>9. CEILING AND VENTS</b>				Comments:
A. Clean ceiling, vents and diffusers			X	
<b>10. JANITORIAL CLOSETS</b>				Comments:
A. All janitor closets are to be kept clean and neat at all times in accordance with all building, safety, health and fire codes	X			
<b>11. WEEKLY REPORT</b>				Comments:
A. Fill out weekly report and submit to the Airport Authority's designated representative		X		

**\*\*DAILY** – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



CLEANING SCHEDULE AND SERVICE RECORD				
Location: <b>Terminal – Restrooms</b>  All Terminal Area Restrooms  (High Traffic Public Areas & Administrative Areas)	**DAILY	WEEKLY	MONTHLY	FOR WEEK ENDING: _____  JANITORIAL SIGNATURE: _____  AUTHORITY SIGNATURE: _____
<b>1. WASTE RECEPTACLES AND DISPENSERS</b>  A. Empty all waste receptacles as needed  B. Wipe off and remove spillage from all hand soap dispensers and adjacent surfaces  C. Refill all dispensers to the proper fill level				Comments:
	X			
	X			
	X			
<b>2. FURNISHINGS, MIRRORS, WALLS AND PARTITIONS</b>  A. Clean all mirrors streak-free  B. Use germicidal detergent to clean and disinfect all surfaces				Comments:
	X			
	X			
<b>3. WASH BASINS, TOILETS AND URINALS</b>  A. Use germicidal detergent to clean and disinfect all surfaces except chrome fixtures  B. Chrome fixtures should be cleaned in accordance with manufacturer care instructions as directed by the Airport Maintenance Department  C. Descale toilets and urinals using cleaner approved by Airport Maintenance Department				Comments:
	X			
	X			
			X	
<b>4. FLOORS</b>  A. Remove all spots and spills  B. Scrub and clean tile floors with germicidal detergent  C. Steam clean and disinfect restroom grout				Comments:
	X			
	X			
			X	
<b>5. STAINLESS STEEL SURFACES</b>  A. Dust and spot clean  B. Polish with authorized cleaning agents using proper techniques				Comments:
	X			
	X			

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



6. SPECIAL CONDITIONS				Comments:
A. Biomedical Containers replaced as needed	X			
7. WEEKLY REPORT				Comments:
A. Fill out weekly report and submit to the Airport Authority's designated representative	X			

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



CLEANING SCHEDULE AND SERVICE RECORD				
Location: <b>Terminal - Administrative</b>  Terminal B - EDS  Building 9 – L1, L2  Building 10,  (Administrative Areas & Authority Offices)	DAILY	WEEKLY	MONTHLY	FOR WEEK ENDING:
				JANITORIAL SIGNATURE:
				AUTHORITY SIGNATURE:
1. WASTE RECEPTACLES AND ASHTRAYS				Comments:
A. Empty containers. Remove stains and spillage from interior and exterior	X			
2. FURNITURE				Comments:
A. Dust. Remove spillage and stains	X			
B. Clean desktops if clear	X			
C. Polish, clean, vacuum and position in designated locations		X		
3. FLOORS				Comments:
A. Remove all gum and similar material	X			
B. Vacuum		X		
C. Wet mop tile floors	X			
D. Spray buff tile floors			X	
E. Strip, seal and re-wax tile floors			X	
4. ALL OTHER SURFACES, PICTURES AND SILLS				Comments:
A. Dust and spot clean all areas that can be reached without the use of a ladder	X			
B. Dust and clean high areas			X	
5. WINDOWS AND GLASS				Comments:
A. Clean glass doors	X			
B. Spot clean as required	X			
C. Clean interior and exterior of windows (excludes exterior second floor window surfaces)		X		

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



<b>6. WATER FOUNTAINS AND TELEPHONES</b>				Comments:
A. Clean and sanitize	X			
<b>7. CEILING AND VENTS</b>				Comments:
A. Clean ceiling, vents and diffusers			X	
<b>8. BREAKROOMS &amp; LOUNGES</b>				Comments:
A. Clean and sanitize counters and tables	X			
B. Turn off coffee makers every evening	X			
<b>9. ELEVATOR (KITCHEN)</b>				Comments:
A. Brush particles and paper out of Tracks	X			
B. Use vacuum if necessary.	X			
C. Walls & Doors – Clean walls and doors with a micro fiber cloth and vinegar.	X			
D. Floors – Clean floors with vinegar and cloth	X			
<b>10. JANITORIAL CLOSETS</b>				Comments:
A. All janitor closets are to be kept clean and neat at all times in accordance with all building, safety, health and fire codes	X			
<b>11. WEEKLY REPORT</b>				Comments:
A. Fill out weekly report and submit to the Airport Authority's designated representative		X		

**\*\*DAILY** – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



CLEANING SCHEDULE AND SERVICE RECORD			
Location: <b>Terminal Site</b>  North Tower and Elevated Walkway Parking Structure Elevator Ground Transportation Islands & Sidewalks (High Traffic Public Area)	DAILY	WEEKLY	MONTHLY
			FOR WEEK ENDING: _____
			JANITORIAL SIGNATURE: _____
			AUTHORITY SIGNATURE: _____
1. ELEVATORS	Comments:		
A. Brush particles and paper out of Tracks	X		
B. Use vacuum if necessary.	X		
C. Walls & Doors – Clean walls and doors with a micro fiber cloth and vinegar.	X		
D. Floors – Clean floors with vinegar and cloth	X		
2. MOVING WALKWAYS	Comments:		
A. Dust. Remove dust and debris.	X		
B. Clean glass.		X	
C. Clean rubber handrails.	X		
D. Dust and wipe all rails and trim along the moving walkways.		X	
3. ESCALATORS	Comments:		
A. Dust. Remove dust and debris.	X		
B. Clean glass.		X	
C. Clean rubber handrails.	X		
D. Dust and wipe all rails and trim along the moving walkways.		X	
4. NORTH TOWER & ELEVATED WALKWAY	Comments:		
A. Remove all gum and similar material	X		
B. Empty and clean waste	X		
C. Pressure washing of walkways to remove all gum and similar debris.			X

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



D. Spot clean all spills and stains on concrete.	X			
E. Interior Walkway walls and ledges.			X	Comments:
<b>5. GROUND TRANSPORTATION ISLANDS &amp; SIDEWALKS</b>				
B. Remove all gum and similar material	X			
C. Empty and clean waste	X			
D. Pressure washing of islands and sidewalks to remove all gum and similar debris.			X	
<b>6. WEEKLY REPORT</b>				Comments:
E. Fill out weekly report and submit to the Airport Authority's designated representative		X		

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



CLEANING SCHEDULE AND SERVICE RECORD				
Location: <b>Terminal Site</b>  Valet Parking Service Center  (High Traffic Public Areas & Administrative Areas)	DAILY	WEEKLY	MONTHLY	FOR WEEK ENDING: _____  JANITORIAL SIGNATURE: _____  AUTHORITY SIGNATURE: _____
<b>1. VALET CENTER</b>  A. Remove all gum or similar material  B. Vacuum  C. Wet mop tile floors  D. Spray buff tile floors  E. Re-wax tile floors  F. Strip, seal and wax tile floors  G. Clean all glass  H. Sweep and spot clean all exterior walkways  I. Empty waste receptacles  J. Dust all areas				Comments: _____ _____ _____ _____ _____ _____ _____ _____ _____ _____
<b>4. RESTROOMS</b>  A. Empty all waste receptacles  B. Wipe off and remove all spillage from all handsoap dispensers and adjacent surfaces dispensers and C. Refill all dispensers to the proper fill level  D. Clean all mirrors streak free  E. Use a germicidal cleanser to clean and disinfect all surfaces except chrome  F. Descale toilets and urinals using germicidal cleanser  G. Chrome fixtures to be cleaned in accordance with manufacturer care instructions as directed  H. Sweep floors  I. Mop floors with a germicidal cleaner to disinfect				Comments: _____ _____ _____ _____ _____ _____ _____ _____ _____

**\*\*DAILY** – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



J. Steam clean and disinfect restroom grout			X	
5. WEEKLY REPORT				Comments:
A. Fill out weekly report and submit to the Airport Authority's designated representative		X		

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



CLEANING SCHEDULE AND SERVICE RECORD				
Location: <b>Remote Areas</b>  BUILDING 36 2 <sup>ND</sup> FLOOR, AND ELEVATOR	DAILY	WEEKLY	MONTHLY	FOR WEEK ENDING: _____  JANITORIAL SIGNATURE: _____  AUTHORITY SIGNATURE: _____
1. OFFICES AND COMMON AREAS				Comments:
A. Vacuum all carpeted areas	X			
B. Sweep and mop all tile flooring	X			
C. Remove all gum and similar substances	X			
D. Empty trash receptacles	X			
E. Pick up all trash and debris	X			
F. Carpet Cleaning (Extraction Method)			X	
G. Strip & Wax tile flooring			X	
2. FURNITURE				Comments:
A. Dust. Remove spillage and stains	X			
B. Clean desktops, counters and tables if clear	X			
C. Polish, clean, vacuum and reposition in designated spaces	X			
3. ELEVATORS				Comments:
A. Brush particles and paper out of Tracks	X			
B. Use vacuum if necessary.	X			
C. Walls & Doors – Clean walls and doors with a micro fiber cloth and vinegar.	X			
D. Floors – Clean floors with vinegar and cloth	X			
4. RESTROOMS				Comments:
A. Empty all waste receptacles	X			
B. Wipe off and remove all spillage from all handsoap dispensers and adjacent surfaces	X			
C. Refill all dispensers to the proper fill level	X			
D. Clean all mirrors streak free	X			

**\*\*DAILY** – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



E. Use a germicidal cleanser to clean and disinfect all surfaces except chrome fixtures	X			
F. Descale all toilets and urinals using germicidal cleanser			X	
G. Chrome fixtures to be cleaned in accordance with manufacturer care instructions as directed	X			
H. Remove all spots and spills	X			
I. Sweep floors	X			
J. Mop floors with a germicidal cleaner to disinfect	X			
K. Steam clean and disinfect restroom grout			X	
L. Strip & Wax tile flooring			X	
<b>5. ALL OTHER SURFACES AND FIXTURES</b>				Comments:
A. Dust and spot clean all areas that can be reached without the use of a ladder	X			
B. Clean all marks, smudges, dirt from all walls, doors and other vertical surfaces	X			
C. Clean all windows interior and exterior			X	
<b>6. CEILING VENTS AND FANS</b>				Comments:
A. Clean ceiling, vents and diffusers			X	
<b>7. WEEKLY REPORT</b>				Comments:
A. Fill out weekly report and submit to the Airport Authority's designated representative		X		

**\*\*DAILY** – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



CLEANING SCHEDULE AND SERVICE RECORD				
Location: <b>Remote Areas</b>	DAILY	WEEKLY	MONTHLY	FOR WEEK ENDING: _____
Hangar #34 Office Areas				JANITORIAL SIGNATURE: _____
				AUTHORITY SIGNATURE: _____
<b>1. OFFICES AND COMMON AREAS</b>				Comments:
A. Vacuum all carpeted areas	X			
B. Sweep and mop all tile flooring	X			
C. Remove all gum and similar substances	X			
D. Empty trash receptacles	X			
E. Pick up all trash and debris	X			
F. Carpet Cleaning (Extraction Method)			X	
G. Strip & Wax tile flooring			X	
<b>2 .FURNITURE</b>				Comments:
A. Dust. Remove spillage and stains	X			
B. Clean desktops, counters and tables if clear	X			
C. Polish, clean, vacuum and reposition in designated spaces	X			
<b>3. RESTROOMS</b>				Comments:
A. Empty all waste receptacles	X			
B. Wipe off and remove all spillage from all handsoap dispensers and adjacent surfaces dispensers and	X			
C. Refill all dispensers to the proper fill level	X			
D. Clean all mirrors streak free	X			
E. Use a germicidal cleanser to clean and disinfect all surfaces except chrome fixtures	X			
F. Descale all toilets and urinals using germicidal cleanser			X	
G. Chrome fixtures to be cleaned in accordance with manufacturer care instructions as directed	X			

**\*\*DAILY** – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



H. Remove all spots and spills	X			
I. Sweep floors	X			
J. Mop floors with a germicidal cleaner to disinfect	X			
K. Steam clean and disinfect restroom grout			X	
L. Strip & Wax tile flooring			X	
<b>4. ALL OTHER SURFACES AND FIXTURES</b>				Comments:
A. Dust and spot clean all areas that can be reached without the use of a ladder	X			
B. Clean all marks, smudges, dirt from all walls, doors and other vertical surfaces	X			
C. Clean all windows interior and exterior			X	
<b>5. CEILING VENTS AND FANS</b>				Comments:
A. Clean ceiling, vents and diffusers			X	
<b>6. WEEKLY REPORT</b>				Comments:
A. Fill out weekly report and submit to the Airport Authority's designated representative		X		

**\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.**



CLEANING SCHEDULE AND SERVICE RECORD				
Location: <b>Remote Areas - Booths</b>  Self-Park Structure Cashier Booth (3)  Lot A Parking Cashier Booth (2, 1 with Restroom)  Lot C Parking Cashier Booth (1 with restroom)  North SIDA Booth (1 with restroom)  West SIDA Booth (1 with restroom)	DAILY	WEEKLY	MONTHLY	FOR WEEK ENDING: _____  JANITORIAL SIGNATURE: _____  AUTHORITY SIGNATURE: _____
1. CASHIER AND SIDA BOOTHS				Comments:
A. Sweep all parking lot booths and environs and pick-up trash as needed	X			
B. Wash windows interior and exterior		X		
C. Wash and wax floors		X		
D. Dust, clean and wipe air conditioning and heating vents			X	
E. Clean light fixtures			X	
2. BOOTH RESTROOMS				Comments:
K. Empty all waste receptacles	X			
L. Wipe off and remove all spillage from all handsoap dispensers and adjacent surfaces dispensers and	X			
M. Refill all dispensers to the proper fill level	X			
N. Clean all mirrors streak free	X			
O. Use a germicidal cleanser to clean and disinfect all surfaces except chrome	X			
P. Descale toilets and urinals using germicidal cleanser			X	
Q. Chrome fixtures to be cleaned in accordance with manufacturer care instructions as directed	X			
R. Sweep floors	X			
S. Mop floors with a germicidal cleaner to disinfect	X			
T. Steam clean and disinfect restroom grout			X	
U. Strip & Wax tile flooring			X	
3. WEEKLY REPORT				Comments:
A. Fill out weekly report and submit to the Airport Authority's designated representative		X		

**\*\*DAILY** – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



CLEANING SCHEDULE AND SERVICE RECORD				
Location: <b>Remote Areas</b>	DAILY	WEEKLY	MONTHLY	FOR WEEK ENDING: _____
MAINTENANCE FACILITY				JANITORIAL SIGNATURE: _____
				AUTHORITY SIGNATURE: _____
<b>1. OFFICES AND COMMON AREAS</b>				Comments:
A. Vacuum all carpeted areas	X			
B. Sweep and mop all tile flooring	X			
C. Remove all gum and similar substances	X			
D. Empty trash receptacles	X			
E. Pick up all trash and debris	X			
F. Carpet Cleaning (Extraction Method)			X	
G. Strip & Wax tile flooring			X	
<b>2. FURNITURE</b>				Comments:
A. Dust. Remove spillage and stains	X			
B. Clean desktops, counters and tables if clear	X			
C. Polish, clean, vacuum and reposition in designated spaces	X			
<b>3. RESTROOMS</b>				Comments:
A. Empty all waste receptacles	X			
B. Wipe off and remove all spillage from all handsoap dispensers and adjacent surfaces	X			
C. Refill all dispensers to the proper fill level	X			
D. Clean all mirrors streak free	X			
E. Use a germicidal cleanser to clean and disinfect all surfaces except chrome fixtures	X			
F. Descale all toilets and urinals using germicidal cleanser			X	
G. Chrome fixtures to be cleaned in accordance with manufacturer care instructions as directed	X			
H. Remove all spots and spills	X			

**\*\*DAILY** – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



I. Sweep floors	X			
J. Mop floors with a germicidal cleaner to disinfect	X			
K. Steam clean and disinfect restroom grout			X	
L. Strip & Wax tile flooring			X	
<b>4. ALL OTHER SURFACES AND FIXTURES</b>				Comments:
A. Dust and spot clean all areas that can be reached without the use of a ladder	X			
B. Clean all marks, smudges, dirt from all walls, doors and other vertical surfaces	X			
C. Clean all windows interior and exterior			X	
<b>5. CEILING VENTS AND FANS</b>				Comments:
A. Clean ceiling, vents and diffusers			X	
<b>6. BREAKROOM KITCHEN</b>				Comments:
A. Empty and clean waste receptacles	X			
B. Dust and clean furniture and countertops and tables	X			
C. Mop floors	X			
D. Wash and Wax floors			X	
<b>7. WEEKLY REPORT</b>				Comments:
A. Fill out weekly report and submit to the Airport Authority's designated representative		X		

**\*\*DAILY** – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



CLEANING SCHEDULE AND SERVICE RECORD				
Location: <b>Specialty Items</b>  PET RELIEF AREA (High Traffic Public Areas)	DAILY	WEEKLY	MONTHLY	FOR WEEK ENDING: <hr/> JANITORIAL SIGNATURE: <hr/> AUTHORITY SIGNATURE: <hr/>
PET RELIEF CARPET				Comments:
A. Wash and rinse artificial grass.	X			
B. Add pet relief poop/pee pads under relief artificial grass.	X			
C. Mop floors with a germicidal cleaner to disinfect.	X			
D. Empty trash receptacles.	X			
E. Pick up all trash and pet debris.	X			

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



CLEANING SCHEDULE AND SERVICE RECORD				
Location: <b>Specialty Items</b>  <div style="text-align: center;">MAMAVA UNITS</div> <div style="text-align: center;">(High Traffic Public Areas)</div>	DAILY	WEEKLY	MONTHLY	FOR WEEK ENDING: _____  JANITORIAL SIGNATURE: _____  AUTHORITY SIGNATURE: _____
MAMAVA UNITS				Comments:
A. Sweep floors.	X			
B. Mop floors with a germicidal cleaner to disinfect.	X			
C. Pick up all trash and debris.	X			
D. Wipe & Dust. Inside and Outside.	X			

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



**EXHIBIT C**  
**Service Area Drawings**



MAINTENANCE BUILDING

# JANITORIAL SERVICE AREAS



REMOTE CLEANING AREAS

BUILDING 36 SECOND FLOOR

HANGAR 34 WEST  
SIDE OFFICES

LOT A BOOTHS - (2), ONE  
WITH RESTROOM

NORTH SITA BOOTH  
WITH RESTROOM

LOT C BOOTH  
WITH RESTROOM

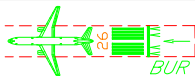
TERMINAL AREA

WEST SITA BOOTH  
WITH RESTROOM

PARKING STRUCTURE  
EXIT BOOTHS (3), NO  
RESTROOMS

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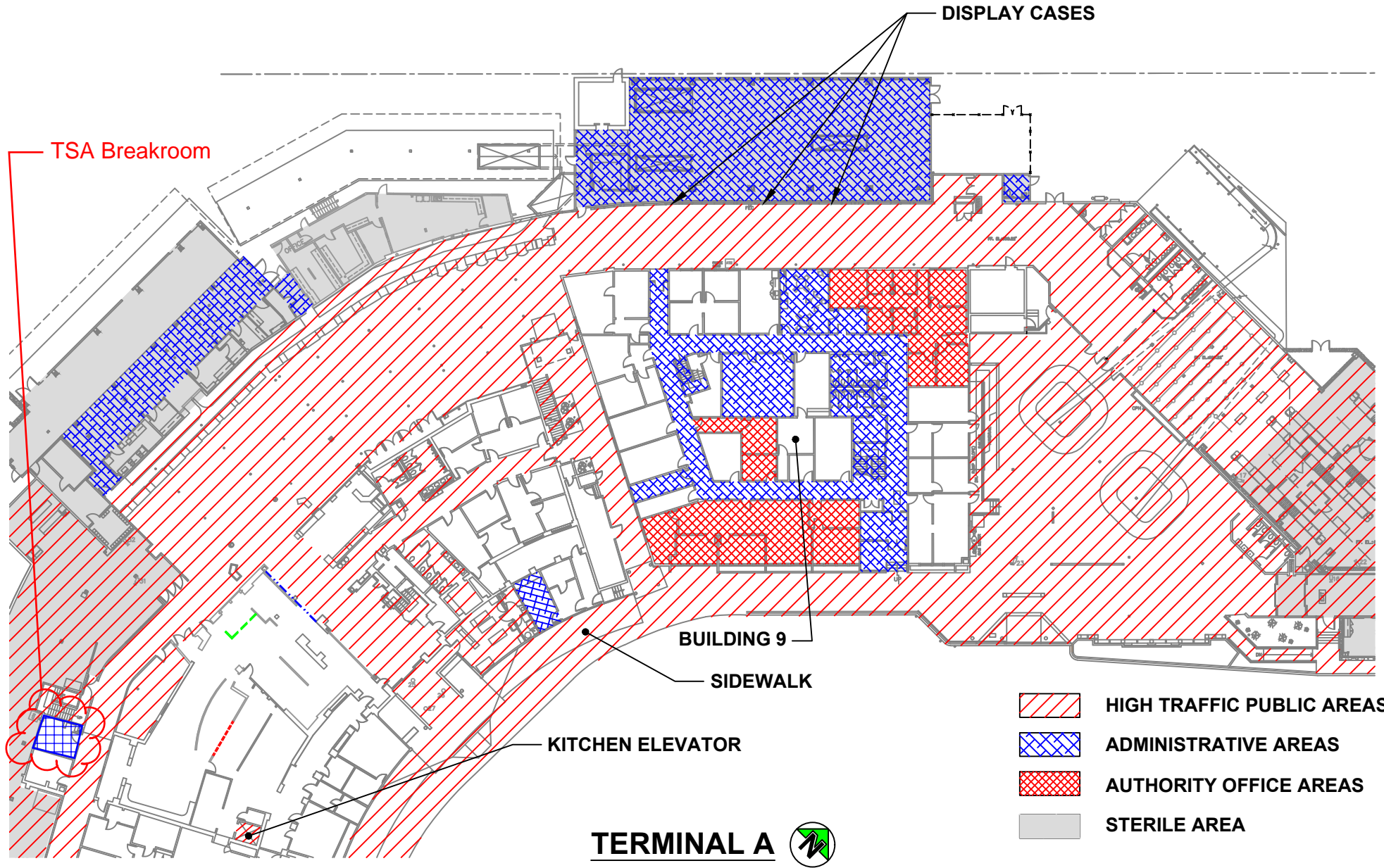
PROJECT:  
JANITORIAL SERVICE AREAS  
SUB ATTACHMENT A-2

SHEET TITLE:  
KEY PLAN

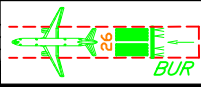
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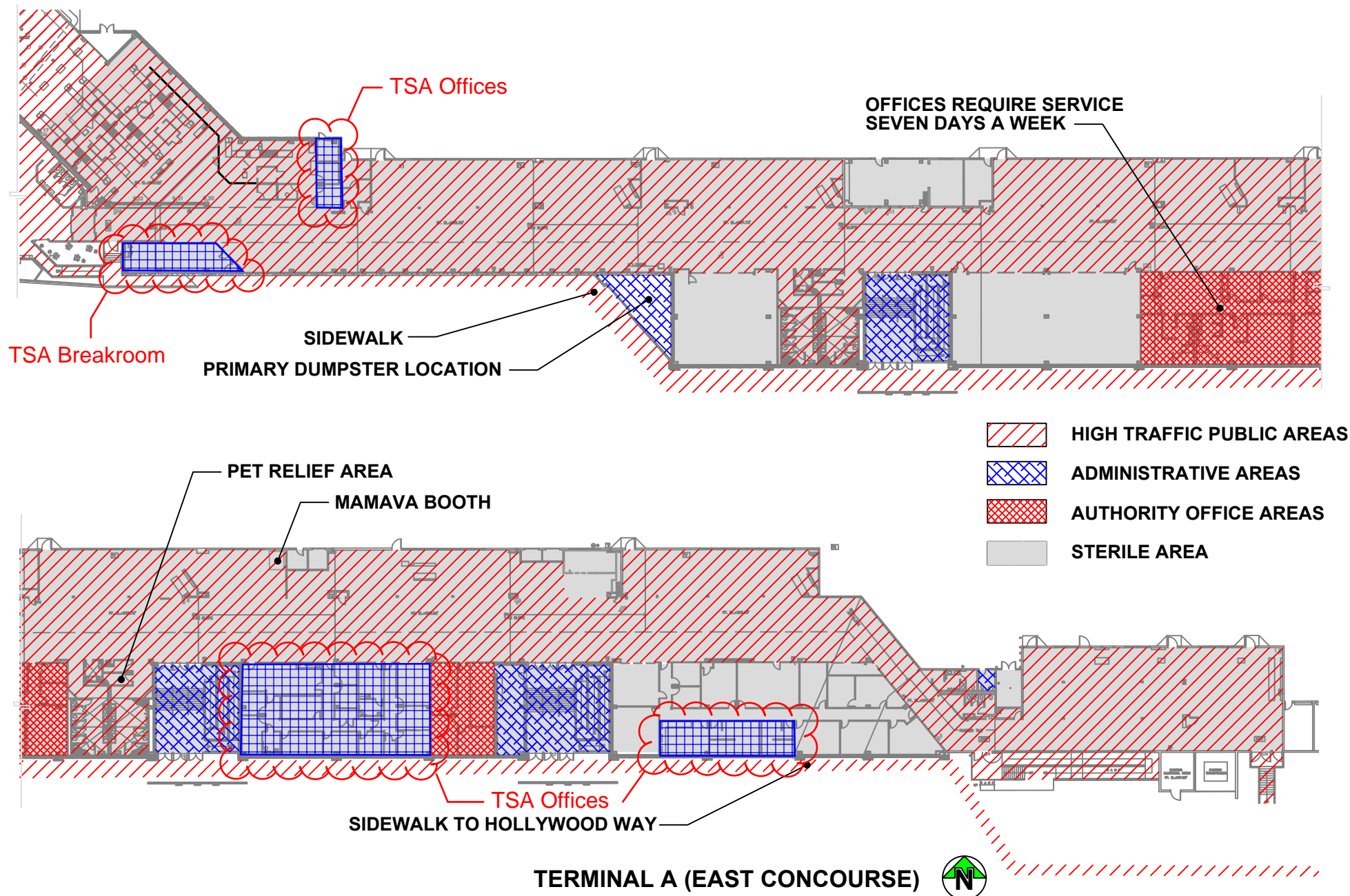
PROJECT:  
JANITORIAL SERVICE AREAS  
SUB ATTACHMENT A-2

SHEET TITLE:  
TERMINAL 'A' AREA

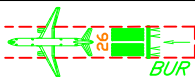
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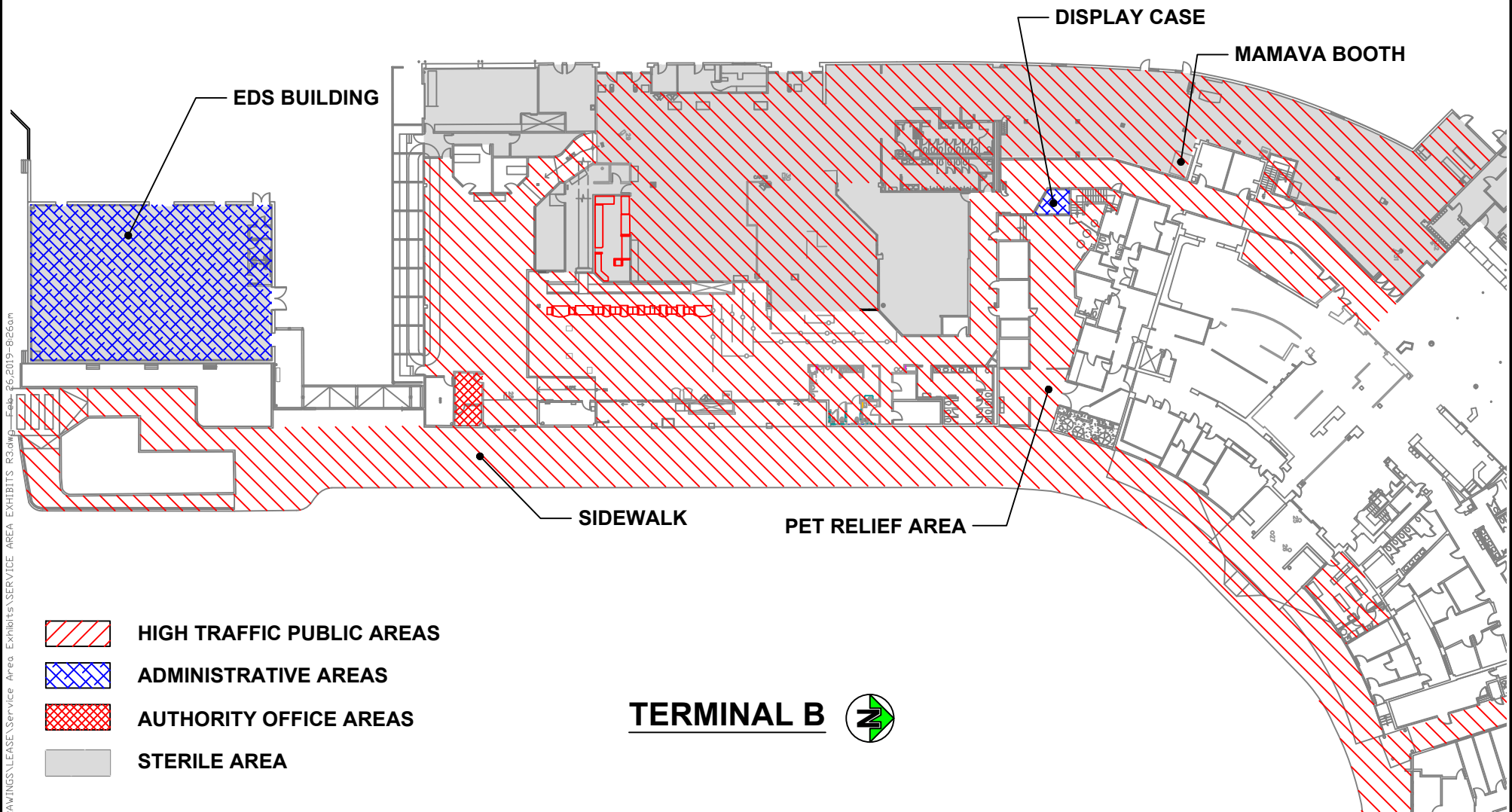
PROJECT:  
JANITORIAL SERVICE AREAS  
SUB ATTACHMENT A-2

SHEET TITLE:  
TERMINAL A (EAST CONCOURSE)  
AREA

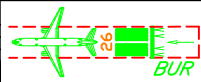
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


PROJECT:  
JANITORIAL SERVICE AREAS  
SUB ATTACHMENT A-2

SHEET TITLE:  
TERMINAL B AREA

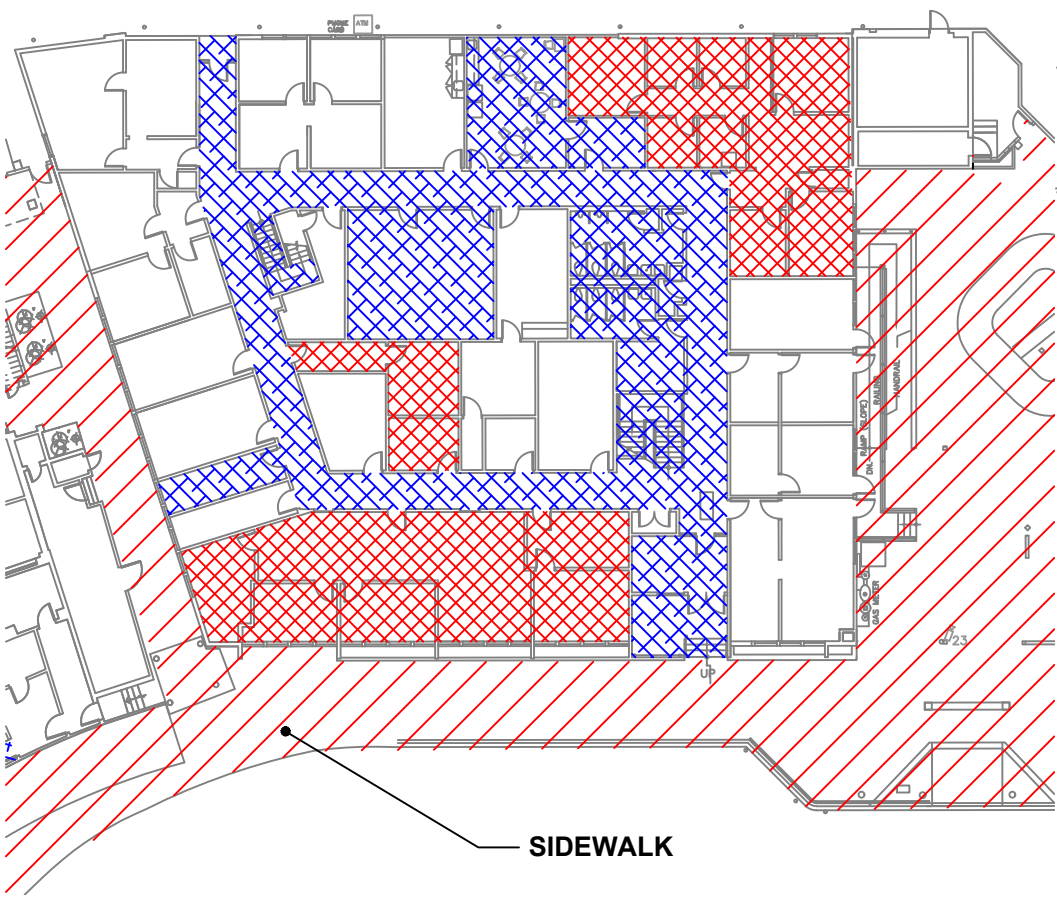
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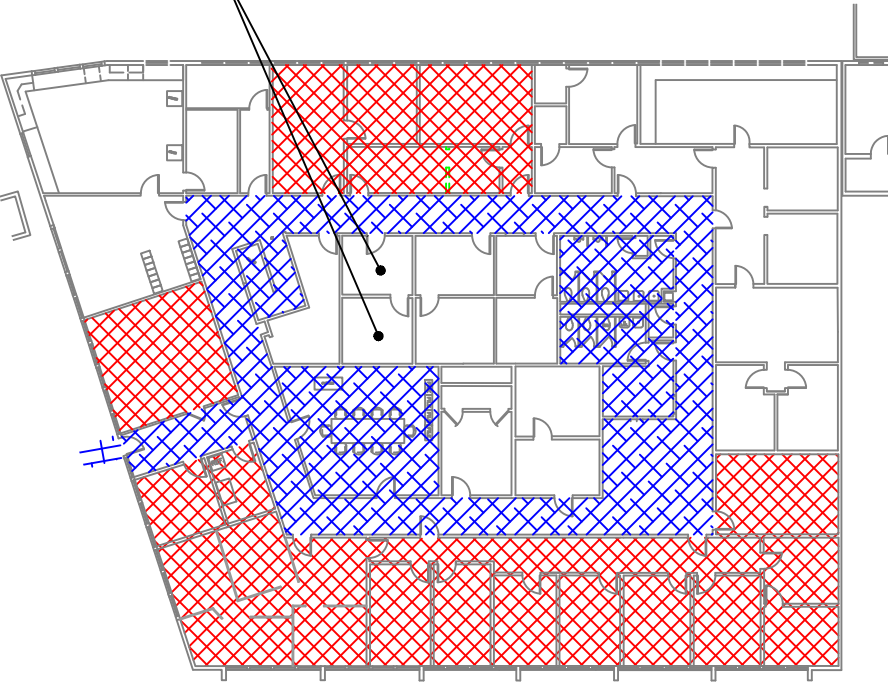
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-  **HIGH TRAFFIC PUBLIC AREAS**
-  **ADMINISTRATIVE AREAS**
-  **AUTHORITY OFFICE AREAS**
-  **STERILE AREA**

**PROPOSED JANITORIAL  
OFFICE SPACE FOR RENT**



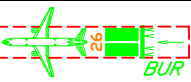
**BUILDING 9 FIRST FLOOR**



**BUILDING 9 SECOND FLOOR**



DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY



AIRPORT AUTHORITY APPROVAL

PROJECT:  
JANITORIAL SERVICE AREAS  
SUB ATTACHMENT A-2

SHEET TITLE:  
BUILDING 9 AREA

DATE:  
02/19  
DRAWN BY:  
D.L.  
CHECKED BY:  
REV. 5  
OF 8

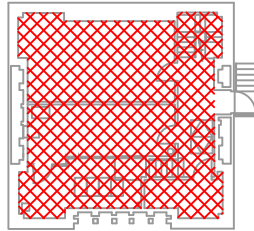


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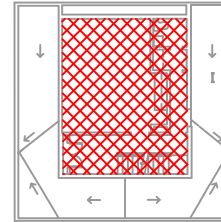
BLDG. 10 THIRD FLOOR



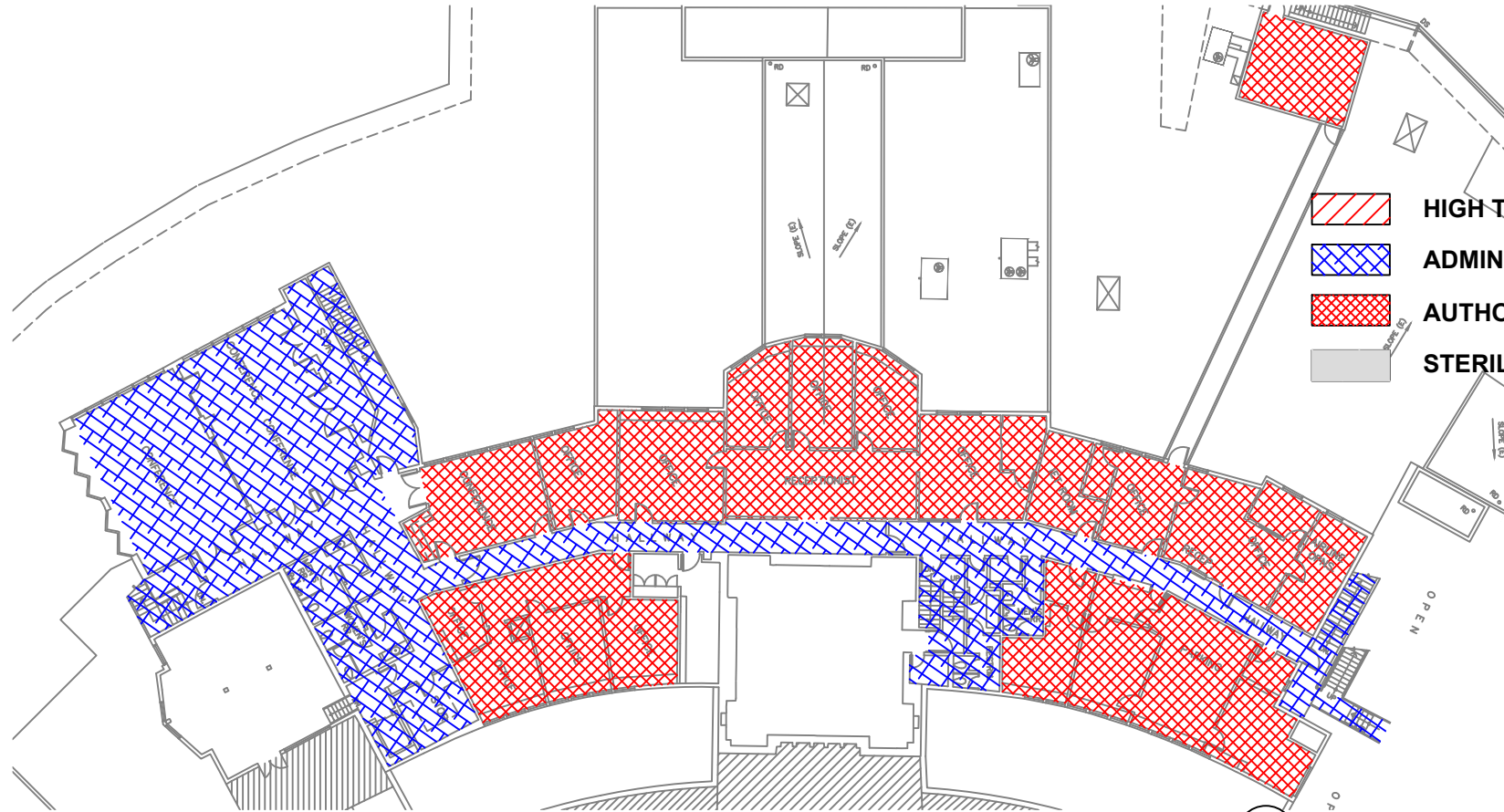
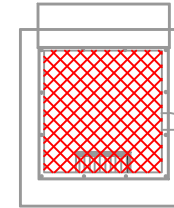
BLDG. 10 FOURTH FLOOR







BLDG. 10 FIFTH FLOOR



BLDG. 10 SIXTH FLOOR

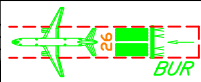


-  HIGH TRAFFIC PUBLIC AREAS
-  ADMINISTRATIVE AREAS
-  AUTHORITY OFFICE AREAS
-  STERILE AREA

BUILDING 10 SECOND FLOOR



DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY



AIRPORT AUTHORITY APPROVAL

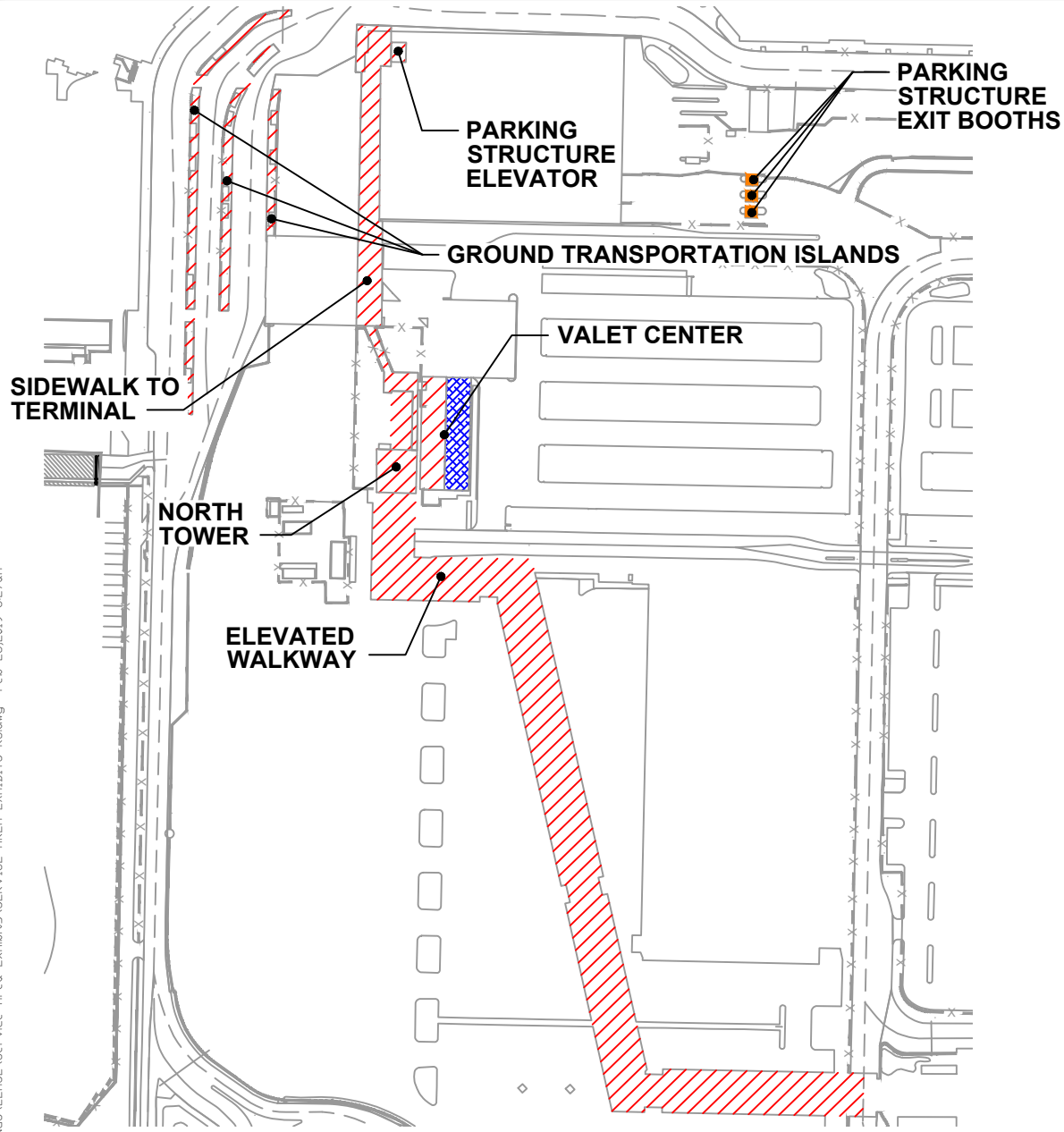
PROJECT:  
JANITORIAL SERVICE AREAS  
SUB ATTACHMENT A-2

SHEET TITLE:  
BUILDING 10 AUTHORITY  
OFFICE AREA

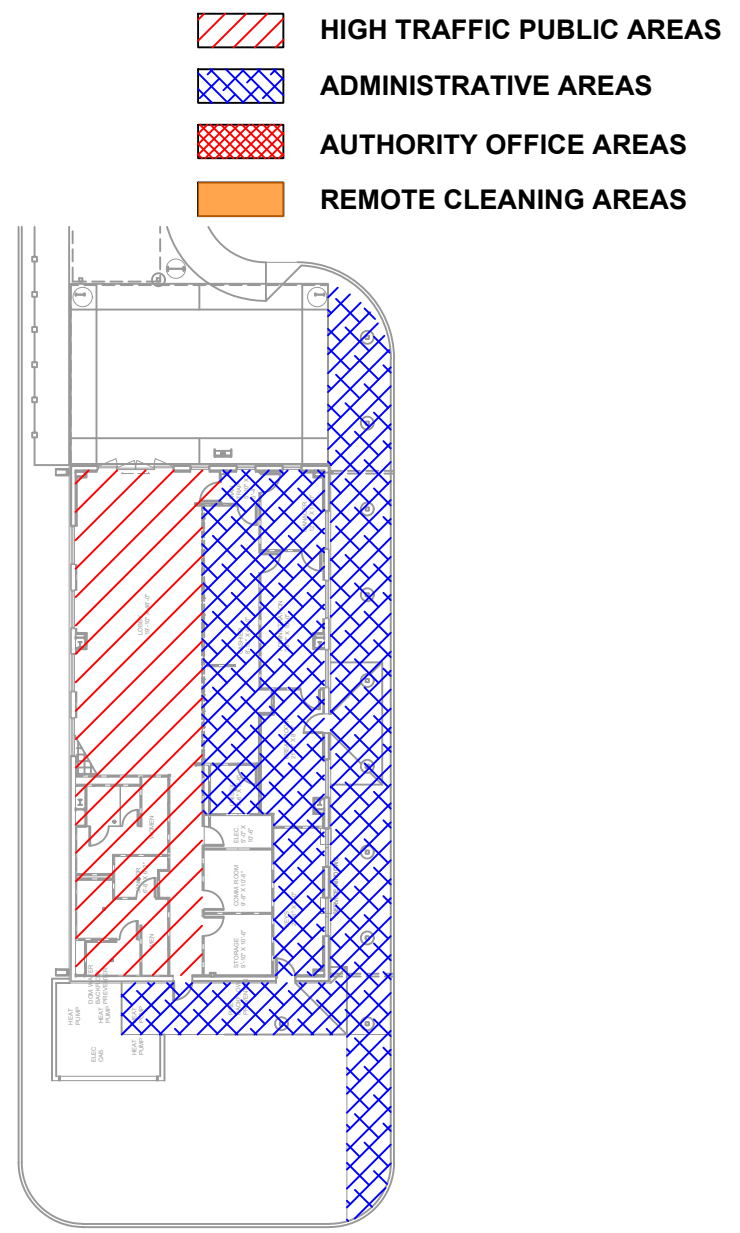
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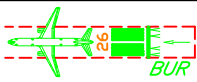


**TERMINAL SITE AREA**



**VALET CENTER FLOOR PLAN**

DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY



AIRPORT AUTHORITY APPROVAL

PROJECT:  
JANITORIAL SERVICE AREAS  
SUB ATTACHMENT A-2

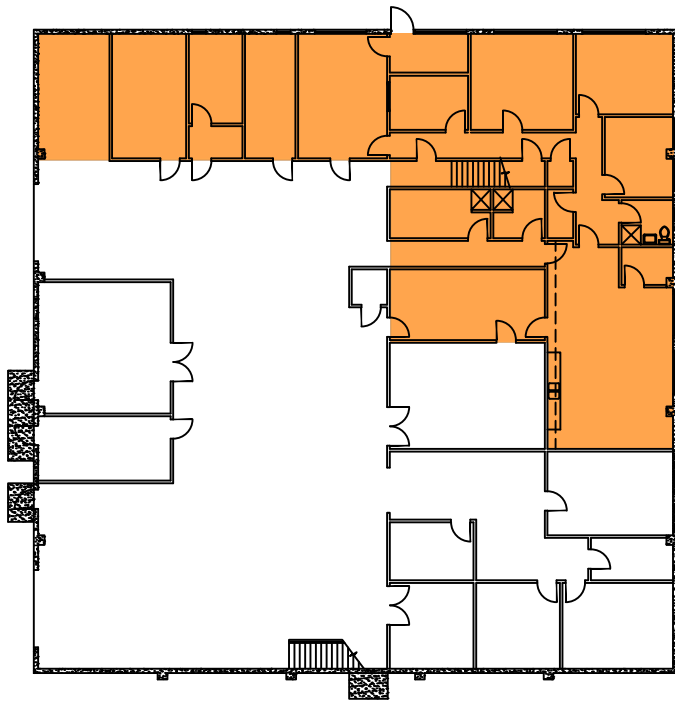
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TERMINAL SITE AREA

DATE: 02/19	SHEET No:
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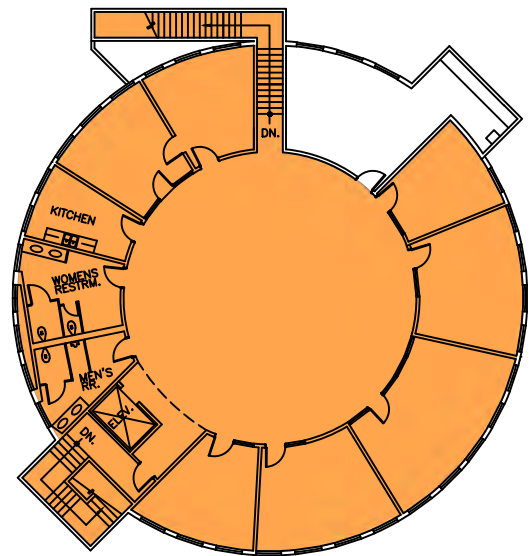


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 REMOTE CLEANING AREAS



MAINTENANCE BUILDING FLOOR PLAN

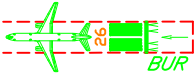


BUILDING 36 SECOND FLOOR PLAN

REMOTE AREAS



DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY



AIRPORT AUTHORITY APPROVAL

PROJECT:  
JANITORIAL SERVICE AREAS  
SUB ATTACHMENT A-2

SHEET TITLE:  
REMOTE AREAS

DATE: 02/19	SHEET No:
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**EXHIBIT D**  
**Cleaning Specifications**



## CLEANING SPECIFICATIONS

The purpose of cleaning is to remove foreign debris, trash, dust, dirt, marks, scuffs or other unwanted substances and prevent build-up from developing to levels which creates an unsightly appearance or foul odor. Cleaning frequency is based on the volume of area usage and is dependent on airline flight scheduling and employee schedules.

Cleaning frequency is based on usage and shall be provided as necessary to maintain the Authority's goal of providing an exceptionally clean facility for passengers and employees. The following use categories are referenced throughout the specification to describe type of use each facility experiences in order to define minimum cleaning frequencies. It may be necessary to clean more frequently than described below. All areas shall be regularly monitored to ensure compliance with the Authority's goal of maintaining an exceptionally clean facility.

The facility operates 365 days per year. Passenger volumes fluctuate both throughout the week and seasonally. Frequency of cleaning services shall be provided such that the facility always remains exceptionally clean.

### 1. HIGH TRAFFIC PUBLIC AREAS

The Airport experiences several periods of heavy traffic every day. Concentrated efforts to clean and inspect the gate hold rooms and restroom facilities must occur frequently (no more than 20 minute intervals) throughout these peak times and periodically during the remainder of the operating hours. An inspection report must be signed by the inspecting party to verify that the inspection occurred. Care must be taken not to interfere with passenger's use of the facilities. Additionally, cleaning must be accomplished by the use of acceptable methods which will not impair the ability of Authority, Airline, TSA or other employee personnel to conduct business.

### 2. ADMINISTRATIVE (NON-PUBLIC) AREAS

Hallways, restrooms, conference rooms, break-rooms and baggage screening areas that are generally not accessible to the public and used primarily by Authority, Airline, TSA and other employees. Use of the administrative areas is typically from 4:00 AM to 11:00 PM. Restrooms in administrative areas shall be checked and cleaned regularly throughout the day. Care must be taken not to interfere with employees and or their operations.

### 3. AUTHORITY OFFICES

Authority offices are typically occupied from 7:00 AM to 5:00 PM Monday through Friday with the exception of Police offices in the Terminal A East Concourse and Remote Area offices which are occupied 7 days per week and require service daily. The Authority



offices must be cleaned outside of normal business hours; however it may be necessary to respond to special cleaning requirements during normal business hours. Cleaning of all Authority offices must be accomplished prior to the beginning of the next business day. Cleaning must be accomplished by the use of acceptable methods which will not impair the ability of Authority personnel to conduct business. Cleaning shall be done in a manner that will minimize any disruption of papers or work product that may be within the Authority offices. Timing of cleaning shall be coordinated with occupants and occur on a regular schedule.

#### 4. REMOTE AREA

Building 36, Hangar 34 Office Areas, SIDA Booths, Parking Booths, and the Maintenance Department Building are on airport property but are not immediately adjacent to the Terminal Building. These areas shall follow the cleaning specification from Exhibit D. These facilities are occupied 24 hours a day, 7 days a week and require service daily. Timing of cleaning shall be coordinated with occupants and occur on a regular schedule. It is only necessary to service remote areas once per day.

#### RESTROOM CLEANING SPECIFICATIONS

- Empty all waste receptacle. Clean exterior and interior of receptacle with a disinfectant/antibacterial to maintain cleanliness.
- Check and refill soap, air deodorizer, dispensers and add supplies as needed throughout the operating day.
- Clean and disinfect with a germicidal detergent; mirrors, walls, partitions and furnishings on a daily basis.
- Clean and disinfect with a germicidal agent all wash basins, toilets, urinals and toilet partitions and floors on a daily basis except chrome fixtures.
- Clean chrome fixtures in accordance with manufacturer care instructions as provided by the Airport Maintenance Department.
- De-scale with a cleaner specifically designed to eliminate buildup, all toilets and urinals on a weekly basis.
- Steam clean and disinfect restroom floors and walls on a monthly basis.

#### LOBBY, PUBLIC HALLWAYS, HOLD ROOMS

- Empty all waste receptacle. Clean exterior and interior of receptacle with a disinfectant/antibacterial to maintain cleanliness.
- Keep gate holding rooms and hallways free of trash and debris. This should be ongoing with a heavy emphasis after the gate hold room is emptied.
- Keep ticket lobbies, baggage claim rooms and hallways free of trash and debris. This should be ongoing with a heavy emphasis after large influxes of passengers have passed through these areas.



- Wipe and dust seats to keep them free of foreign substances that may have been spilled or deposited on them. This should be ongoing with a heavy emphasis after the gate hold room is emptied.
- Polish chrome legs and parts. Thoroughly clean seats with authorized upholstery cleaner.
- Keep passenger seating neat and organized. Return any moved seating to its original location.
- Wipe and disinfect all walls, window sills, doors, door handles and other surfaces to keep them free of dust, dirt marks and scuffs.
- Spot clean carpets as needed to clean unsightly spills.
- Clean, wipe and dust gate ticket counters, gate podiums, ticket lobby ticket counters and ticket kiosks. Also, empty trash receptacles at gate counters and podiums frequently.
- Clean windows to remove all dirt, dust marks and smudges.
- Clean, wipe and dust all drinking fountains, advertising signs, display cases, railings, counters, display racks.
- Keep carpeted areas and tile flooring clean and free of dirt and debris. This applies to all flooring including behind the ticket counter. Care must be taken not to interfere with airline personnel and or their operations.
- Dust and clean air conditioning and heating vents.

#### ADMINISTRATIVE AREA HALLWAYS, BREAKROOMS, MEETING ROOMS

- Empty all waste receptacle. Wipe entire exterior of receptacle with a disinfectant/antibacterial to prevent undesirable odor.
- Keep common areas, meeting rooms, hallways, restrooms, lunch room, offices and reception area free of trash and debris.
- Wipe and disinfect all walls, window sills, doors, door handles and other surfaces to keep them free of dust, dirt marks and scuffs.
- Spot clean carpets as needed to clean unsightly spills.
- Return any moved seating, tables or other small furnishings to their original location.
- Clean windows to remove all dirt, dust marks and smudges.
- Keep carpeted areas and tile flooring clean and free of dirt and debris.
- Vacuum all carpeted areas including offices, hallways, reception area and locker room.
- Sweep and mop all tile flooring including hallways, lunch room.
- In kitchen, check and/or refill soap, paper towels, and other supplies as needed.
- Clean kitchen counters and lunch tables with a disinfectant cleaner.
- Strip, clean and wax linoleum and tile floors on an as needed basis.
- Turn off coffee makers at the end of the day.



## EXTERIOR SIDEWALKS, ISLANDS

- Empty all waste receptacle and ashcans. Clean exterior and interior of receptacle with a disinfectant/antibacterial to maintain cleanliness.
- Sweep and pick up trash and debris from sidewalk and islands.
- Remove all gum, stickers, spills and stains from sidewalk, seating, rails and islands.
- Wipe and dust seating and all shuttle stops.
- Pressure wash exterior sidewalks and islands on an as needed basis.
- Terminal Canopies: Wash and clean canopies with mild cleaning solution and rinse with recycled water.

## ELEVATORS, ESCALATORS, MOVING WALKWAY AND ADJACENT AREAS

### ELEVATORS:

- Brush particles and debris out of tracks. Use vacuum if necessary.
- Clean walls and doors. Remove all gum, stickers, and stains.
- Sweep, mop, and maintain floors. Remove gum and debris.

### ESCALATORS:

- Remove dust and debris.
- Clean glass.
- Wipe and clean rubber handrails.
- Dust and Wipe all rails and trim along the escalator.

### MOVING WALKWAY:

- Remove dust and debris.
- Clean glass.
- Wipe and clean rubber handrails.
- Dust and Wipe all rails and trim along the escalator.

### ADJACENT AREAS:

- Empty all waste receptacle. Clean exterior and interior of waste receptacle with a disinfectant/antibacterial to maintain cleanliness.
- Sweep and pick up trash and debris from concrete walkway.
- Remove all gum, stickers, spills and stains from concrete walkway, and seating.
- Wipe and dust seating and side paneling along the concrete walkway.
- Pressure wash concrete walkway, on an as needed basis.

## MAMAVA LACTATION PODS

- Wipe and dust walls, seating and door.
- Pick up trash and debris.



- Sweep and mop floor with germicidal cleaner to disinfect.
- Wipe and clean mirror.

### PET RELIEF AREA

- Empty all waste receptacle. Clean exterior and interior of waste receptacle with a disinfectant/antibacterial to maintain cleanliness.
- Sweep and pick up trash and debris.
- Wash and rinse artificial grass.
- Add pet relief poop/pee pads under artificial grass.
- Wipe and clean artificial grass containment pan with germicidal cleaner to disinfect.
- Mop floors with germicidal cleaner to disinfect.
- Wipe and clean walls with germicidal cleaner to disinfect.

### PARKING LOT CASHIER BOOTHS

- Sweep and mop all parking lot booths.
- Pick up trash and debris.
- Wipe and dust walls and door.
- Dust and clean air conditioning and heating vents.
- Dust light fixtures.
- Wipe and wash windows of interior and exterior of booth.

### BOOTH RESTROOM CLEANING SPECIFICATIONS

- Empty all waste receptacles, clean all mirrors (streak-free), add supplies as necessary, and remove all spills and spots.
- Check and/or refill soap, air deodorizer and dispensers.
- Clean and disinfect with a germicidal detergent mirrors, walls, partitions and furnishings on a daily basis.
- Clean and disinfect with a germicidal agent all wash basins, toilets, and toilet partitions and floors on a daily basis except chrome fixtures.
- De-scale with a cleaner specifically designed to eliminate buildup, all toilets and urinals on a weekly basis.
- Clean chrome fixtures in accordance with manufacturer care instructions as provided by the Airport Maintenance Department.

### SIDA BOOTHS

- Sweep and mop all parking lot booths.
- Pick up trash and debris.
- Wipe and dust walls and door.
- Dust and clean air conditional and heating vents.
- Dust light fixtures.
- Wipe and wash windows of interior and exterior of booth.



**EXHIBIT E**  
**Carpet Cleaning Specifications**



## CARPET CLEANING SPECIFICATIONS

This specification covers the minimum requirements pertaining to carpet cleaning at Hollywood Burbank Airport.

The selected Contractor must adhere to the following areas which are referenced as minimum requirements only:

1. Consistent Vacuuming Schedule – All high traffic areas must be vacuumed at least once daily. Vacuums should have a beater bar head that is properly adjusted and the bag should be emptied when it becomes 2/3 full. The vacuum must be allowed sufficient time on the carpet to remove soil. The vacuum must be equipped with a high efficiency collection bag for soil collection down to two microns, and maximum airborne soil control.

Vacuuming may be performed throughout the day on an as needed basis; however, it is incumbent upon the Contractor to determine appropriate slack periods and peak periods in order to minimize interference with passengers.

2. Perpetual Spot and Stain Treatment and Removal – Immediate attention must be given to any material that is spilled or dropped on the carpet. All janitorial personnel must be trained in proper spot cleaning to minimize long-term impact on the appearance of the carpet.
3. Carpet Cleaning – Carpets in all service areas shall be cleaned using the extraction method on an as add needed basis. This cleaning must be coordinated with Airport Authority to ensure no impact on daily operations.
4. General Appearance – The overall appearance of the carpet is paramount. The Contractor must be capable of attending to appearance problems above and beyond the established carpet cleaning schedule, should the Authority deem this necessary.
5. Hours of Carpet Cleaning – Carpet cleaning, except vacuuming and spot cleaning, must be accomplished outside of normal operating hours. This will normally be 10:00 P.M. to 5:00 A.M., however fluctuations in flight arrival and departure times may impact this schedule. This limited window will affect the selection of cleaning methods since “wet” methods will not have a substantial amount of time to dry before traffic resumes. It is not acceptable to close any area during operating hours to accommodate carpet cleaning or drying of wet areas.
6. Selection of Cleaning Method – The Contractor must use the extraction method of carpet cleaning unless otherwise approved by the Airport Maintenance Department. In the event the Airport Maintenance Department determines there is a special need, the contractor must have the ability to perform multiple cleaning methods and may be called upon to alter its cleaning method.



“Bonnet” cleaning methods shall not be used.

7. Compliance with Industry Standards – The contractor must provide carpet cleaning in compliance with the standards developed by the International Institute of Carpet and Upholstery Certification (IICUC) in the IICUC Carpet Cleaning Standard entitled “Standard Reference Guide for Professional On-location Cleaning of Installed Textile Floor Covering Materials S001-1991.” Contractor staff should be properly trained on carpet cleaning methods and the use of carpet cleaning equipment. Authority may ask for proof of such training.



**EXHIBIT F**  
**Restroom Service Records**



# RESTROOM SERVICE RECORD

LOCATION \_\_\_\_\_

[illegible]

RESTROOM SERVICE RECORDS SHALL BE POSTED IN EVERY BATHROOM



**EXHIBIT G**  
**Fee Schedule**



# COST PROPOSAL

## COST SOLUTION APPROACH

Our team has fully evaluated the requirements of the scope of work and has positioned a competitive cost proposal. The costs below are inclusive of all necessary labor related expenses, equipment, communications, supplies, tools, and overhead & profit.

We've evaluated the historical and projected spend of supplies & consumables and are proposing an annual budget of \$302,400. This budget is inclusive of a 5% fee. During the transition, our team will evaluate the current supply program and make efficiency recommendations. Any savings from these adjustments will of course also be directly passed onto BGPAA.

## NOTES & ASSUMPTIONS

We have the following costing notes and assumptions within our cost proposal:

- The current Union site agreement is expired and is pending negotiations. However, historical increases have been evaluated and projected increases of wages & benefits have been included within our proposed costs.
- Costing includes PTO replacement and is based on all Full-time employees working 2,080 hours.

Year 1 Pricing	Monthly Hours	Fully Burdened Hourly Rate	Monthly Cost	Annual Cost
Site Manager	173.33	\$65.52	\$11,357.31	\$136,287.71
Supervisor	520.00	\$42.26	\$21,974.51	\$263,694.16
Lead Custodian 1st & 2nd	346.67	\$35.90	\$12,445.81	\$149,349.75
Lead Custodian 3rd Shift	173.33	\$36.26	\$6,285.61	\$75,427.34
Custodians 1st & 2nd Shift	2600.00	\$34.58	\$89,909.27	\$1,078,911.27
Custodians 3rd Shift	693.33	\$34.72	\$24,074.90	\$288,898.78
Custodians - Special Projects	693.33	\$35.43	\$24,564.62	\$294,775.45
<b>Total Staff Monthly Hours</b>	5200		\$190,612.04	\$2,287,344.47
<b>Supplies &amp; Consumables</b>			\$25,200.00	\$302,400.00
<b>Total Cost</b>			<b>\$215,812.04</b>	<b>\$2,589,744.47</b>



**EXHIBIT H**  
**Displaced Janitor Opportunity Act Excerpt**



DISPLACED JANITOR OPPORTUNITY ACT  
(California Labor Code Section 1061)

- (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.
- (2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.
- (3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.
- (b)(1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.
- (2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.



- (3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.
- (c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.
- (d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.
- (e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.
- (f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.



**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 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.



**JANITORIAL SERVICES AGREEMENT**

**BETWEEN**

**BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY**

**AND**

**C&W FACILITY SERVICES INC.**



THIS JANITORIAL SERVICES AGREEMENT (“Agreement”) is dated August 21, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and C&W Facility Services Inc. (“Contractor”), a Massachusetts corporation.

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

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to retain Contractor as an independent contractor to provide janitorial services.

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. Engagement of Contractor.** The Authority engages Contractor to provide the Services in the Service Areas as described and upon the terms and conditions set forth in this Agreement, and Contractor accepts such engagement.

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

A. “Authority Parties”: collectively the Authority, TBI Airport Management Inc., the Cities of Burbank, Glendale, and Pasadena, California and their respective commissioners, council members, officers, directors, employees, agents, and representatives. “Authority Party” means any one of the Authority Parties.

B. “Claims”: all claims, demands, actions, proceedings, causes of action, damages, judgments, awards, settlement amounts, penalties, fines, assessments, charges, fees (including attorney fees and court fees), forfeitures, losses, liabilities, obligations, costs, and expenses.

C. “Contract Administrator”: the Authority’s Director of Maintenance and Engineering or such person’s designee.

D. “Contractor Manager” means Jose Cardenas.

E. “Contractor Parties”: collectively Contractor and its officers, directors, employees, agents, representatives and subcontractors and any other persons and entities for whose acts or omissions Contractor is responsible. “Contractor Party” means any one of the Contractor Parties.

F. “Extraordinary Conditions”: occurrences, incidents, or situations involving circumstances beyond the reasonable control of Contractor. “Extraordinary conditions” includes



earthquake damage, fire damage, and structural construction undertaken by the Authority or any tenants, licensees, or other users of the Airport.

G. “FAA”: Federal Aviation Administration.

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

I. “Office Lease”: the Month-to-Month Office Lease that will be executed by the parties.

J. “Services”: the janitorial services described in the attached Exhibit A.

K. “Service Areas”: the Airport facilities identified in Exhibit A.

L. “Special Cleaning Conditions”: incidents or situations involving emergency or unforeseen circumstances, other than extraordinary conditions, that may develop at the Airport. “Special cleaning conditions” includes broken glass, overflowing toilets, and cleaning and remodeling projects.

M. “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 either: (i) is or becomes prohibited or regulated by a government agency; or (ii) is or becomes known to pose a hazard or potential threat to the health and safety of any person or to the environment.

N. “TSA”: Transportation Security Administration.

### **3. Term.**

A. Base Term. The base term of this Agreement shall be for one year, commencing on **November 1, 2023** and expiring on **October 31, 2024** unless extended or earlier terminated as provided herein.

B. Month-to-Month Extension Option. The Authority shall have the option to extend the term of this Agreement on a month-to-month basis, for a maximum period of one year, in its sole discretion. To exercise the month-to-month extension option, the Authority shall give written notice to Contractor on or before October 1, 2024. If the Authority exercises this month-to-month extension option, the Agreement shall continue on a month-to-month basis for up to one year until either: (a) the Authority terminates this Agreement for convenience in writing upon 30 days’ prior written notice to Contractor; or (ii) the Authority terminates this Agreement for cause pursuant to Section 13 below.

### **4. Fees.**

A. Monthly Fee. The Authority shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment of a monthly



fee in the amount of One Hundred Ninety Thousand, Six-Hundred Twelve Dollars and Four Cents (\$190,612.04) (“Monthly Fee”).

B. Additional Fee. In the event that Contractor performs Services in response to any extraordinary conditions during any calendar month, the Authority shall pay to Contractor, in addition to the Monthly Fee for such calendar month, an additional fee (“Additional Fee”) which shall be an amount equal to (i) the lesser of (a) the number of hours over and above the total monthly hours for the performance of Services specified in this Agreement which were required for the performance of Services in response to the extraordinary conditions, as determined by the Authority, in its sole discretion, or (b) the number of hours over and above the total monthly hours for the performance of Services specified in this Agreement during which Contractor actually performed Services in response to the extraordinary conditions, multiplied by (ii) the hourly rates of compensation for the category of the employees of Contractor required to perform such Services, which hourly rates are set forth in the attached Exhibit G.

C. Additions and/or Deletions. The Authority shall have the right at any time to add other premises of the Airport to any of the Service Areas, or to delete or relocate some or all of existing portions of any Service Areas, by delivering written notice to Contractor. In the event of any such addition, deletion or relocation, the Monthly Fee shall be adjusted based upon the addition or reduction in number of monthly hours described in Exhibit A that are required for the performance of Services in such expanded, reduced, or relocated Service Areas, as determined by the Authority, in its sole discretion, and the applicable compensation rate per hour set forth in Exhibit G.

D. Passenger Traffic Fluctuation Rate Adjustment. If at any time the annual passenger throughput at the Airport has dropped by more than 10% compared to the prior 12-month period, then the parties shall negotiate in good faith an amendment to this Agreement to provide a reasonable reduction of the Monthly Fee and the hourly rates set forth in Exhibit G.

E. Month-to-Month Extension Period Rate Adjustment. If the Authority exercises the month-to-month extension option specified in Section 3.B, then the parties shall negotiate in good faith an amendment to this Agreement to provide a reasonable increase of the Monthly Fee and the hourly rates set forth in Exhibit G for the month-to-month extension period.

F. Invoices. Contractor shall submit monthly invoices to the Authority for the Services, together with the weekly cleaning schedules and service records signed by Contractor and the Authority’s representative as described in Section 6 below. Each invoice shall itemize the work performed during the billing period and the amount due. In the event Contractor performs Services in response to extraordinary conditions during any calendar month, Contractor shall set forth in Contractor’s invoice for such calendar month a description of the Services performed, the number of hours in excess of the hours per month specified in Exhibit A during which Contractor actually performed such Services, and the number and category of employees of Contractor who performed such Services. Within 10 business days of receipt of each invoice, the Authority shall notify Contractor 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 Contractor shall pay all required taxes on the payments.

G. Inspection and Audit. Contractor agrees that all of its books and records relating to the hours of service, composite wage rates, including direct and indirect payroll, and cost of machines, equipment, supplies and materials used in the performance of the Services shall be maintained at all times during the term and for a minimum period of three years following expiration or termination of this Agreement. Contractor's books and records shall be subject to inspection and audit by any authorized representative of the Authority, at any time during the term and within the three (3) year period following termination or expiration, upon the delivery to Contractor of 24 hours' prior written notice.

## **5. Services.**

A. Daily Services. Contractor shall provide all of the Services in the respective Service Areas with the applicable minimum frequency specified in Exhibit A.

B. Miscellaneous Services. Contractor shall provide additional Services to other airport properties on an as needed basis. This Miscellaneous Services work will be done on a time and materials basis (hourly rates) at the contractual price listed in Exhibit G.

## **6. Specifications.**

A. Performance Standard. Contractor shall perform the Services and comply with the other provisions of this Agreement so as to provide at all times during the term an exceptionally attractive and clean environment at the Airport for the use of the traveling public. The Services shall be performed in strict conformity with best practices and highest standards applicable to the janitorial maintenance industry.

B. Equipment. Contractor shall furnish all new machines and equipment required to perform the Services. Contractor shall keep and maintain such machines and equipment in good operating condition and repair at all times. Contractor shall not use any machines or equipment in connection with the performance of the Services without obtaining the Authority's prior written approval. The Authority may inspect the machines and equipment used by Contractor in the performance of the Services on 24 hours prior written notice. In the event of any defect or damage to any such machines or equipment, Contractor shall repair or replace the machine or equipment promptly, but in no event, more than 24 hours after the occurrence of the defect or damage.

### **C. Supplies.**

i. Purchase. Contractor shall be responsible for the selection, purchase, storage, and inventory of all supplies consumed in the performance of the Services. Contractor shall provide the Authority with a monthly Supplies Inventory Report ("SIR") listing the starting inventory, items purchased during the month, and an ending inventory. The Authority shall



reimburse Contractor monthly for the direct, actual cost of supplies purchased on the basis of satisfactory monthly inventory reports and supporting documentation, paid invoices, etc.

ii. Authority Approval. All supplies used in the performance of the Services shall be subject to the written approval of the Authority prior to being used at the Airport. The Authority may require that Contractor substitute, modify, or alter such supplies.

iii. Safety of Cleaning Supplies and Materials. Upon the Authority's request, Contractor shall deliver or otherwise make available to the Authority samples for the testing of any cleaning supplies or materials used by Contractor in the performance of the Services. Such samples may be taken, at the discretion of the Authority, from the supplies or materials being used on the job or from any containers of such supplies or materials stored at the Airport. Contractor shall use only cleaning supplies and materials that are labeled and are identifiable by a brand name and bear a Material Safety Data Sheet ("MSDS") as approved by the Department of Labor. Contractor shall maintain a current MSDS inventory list of all cleaning supplies and materials and forward copies to the Authority. No supplies, materials, treatments, or procedures shall be used on or applied to any floors, stairways, ramps, sidewalks, or other walkway areas that would cause or contribute to causing such surfaces to be slippery or otherwise unsafe to walk upon. Nor shall any supplies, materials, or treatments be corrosive or deleterious to the surfaces or materials to be cleaned.

#### D. Restrooms.

i. General. Contractor shall clean all restroom portions of the Service Areas in accordance with the specifications set forth in the attached Exhibits A through E. Contractor shall make a daily pre-opening inspection of all restroom portions of the Service Areas between 4:00 a.m. and 5:00 a.m. to verify that they are being cleaned in accordance with the specifications and to assure readiness for use. In addition to the pre-opening inspection, all restrooms will be checked, cleaned as necessary, and re-stocked with supplies routinely throughout the operating day. Documentation of such inspections shall be in the form of an "Airport Restroom Service Record" in substantially the form of the attached Exhibit F. Contractor shall provide the Authority copies of the Airport Restroom Service Records on a weekly basis.

ii. Supplies. All required towels, toilet tissue, hand soap, sanitary napkins, restroom deodorizers and similar supplies required for use in the restroom portions of the Service Areas shall be furnished by Contractor. Contractor shall maintain an adequate inventory of supplies to meet the demands of the Airport and shall insert such supplies in the dispensers as needed. The Authority shall maintain all restroom mechanical dispensers for proper mechanical operation. Contractor shall immediately notify the Authority of any defects or other problems discovered with respect to the operation of these mechanical dispensers.

iii. Authority Inspection. The Authority shall have the right to make periodic, unscheduled inspections of the restrooms. The Authority shall keep a record of such inspections. The Restroom Inspection Forms shall be kept on file at the Authority's office.



E. Terminal Area.

i. General. Contractor shall clean all Terminal Areas in accordance with the specifications set forth in the attached Exhibits A through E. Contractor shall make a daily pre-opening inspection of all Terminal A & B Sterile Areas between 4:00 a.m. and 5:00 a.m. to verify that they are being cleaned in accordance with the specifications and to assure readiness for use. In addition to the pre-opening inspection, all Terminal Areas will be checked, cleaned as necessary and routinely throughout the operating day. Contractor shall provide the Authority copies of the Service Records on a weekly basis.

ii. Supplies. All required towels, dusting supplies, window cleaning supplies, cleansers, spot cleaners, disinfectant sprays, degreasers, garbage bags, and other similar supplies required for use in the Terminal Areas shall be furnished by Contractor. Contractor shall at all times during the term of this Agreement maintain an adequate inventory of supplies to meet the demands of the Airport.

iii. Equipment. All required equipment including mops, buckets, brooms, dust mops, dusting apparatus, squeegees, vacuums, carpet cleaning machines, extension poles, electrical cords, supply carts, and other similar equipment required for use in the Terminal Areas shall be furnished by Contractor. Contractor shall at all times maintain an adequate inventory of properly maintained equipment to meet the demands of the Airport.

F. Terminal Site.

i. General. Contractor shall clean all Terminal Site Areas in accordance with the specifications set forth in the attached Exhibits A through E. Contractor shall make a daily pre-opening inspection of all Terminal Site Areas between 4:00 a.m. and 5:00 a.m. to verify that they are being cleaned in accordance with the specifications and to assure readiness for use. In addition to the pre-opening inspection, all Terminal Site Areas will be checked, cleaned as necessary and routinely throughout the operating day. Contractor shall provide the Authority copies of the Service Records on a weekly basis.

ii. Supplies. All required towels, dusting supplies, window cleaning supplies, cleansers, spot cleaners, disinfectant sprays, degreasers, garbage bags, and other similar supplies required for use in the Terminal Site Areas shall be furnished by Contractor. Contractor shall at all times maintain an adequate inventory of supplies to meet the demands of the Airport.

iii. Equipment. All required equipment including mops, buckets, brooms, dust mops, dusting apparatus, squeegees, vacuums, carpet cleaning machines, extension poles, electrical cords, supply carts, and other similar equipment required for use in the Terminal A & B Lobby and Hallway Areas shall be furnished by Contractor. Contractor shall at all times during the term maintain an adequate inventory of properly maintained equipment to meet the demands of the Airport.

G. Walk Off Mats. Contractor shall place acceptable walk off mats at each entrance of each terminal building of the Airport (including each landside and airside entrance) so as to



provide the highest degree of cleanliness consistent with the terms and conditions of this Agreement.

H. Coin Operated Vending Machines. Contractor shall be responsible for keeping the coin operated vending machines in the restroom portions of the Services Areas supplied with the appropriate items. The Contractor is also responsible for the collection of deposited monies in such coin operated vending machines and is required to turn collected monies over to the Authority.

I. Parking Lot Cashier and Valet Service Center. Contractor shall be responsible for maintaining the areas in and around all parking lot cashier booths and the Valet Service Center located in the Airport.

J. Carpet Cleaning.

i. General. All carpeting located in the Service Areas shall be cleaned (including shampooing, spot cleaning, and routine vacuuming) in accordance with the specifications set forth in the attached Exhibits A through E. Any additional cleaning frequency shall be based on need.

ii. Routine Vacuuming and Spot Cleaning. In the event that Contractor performs routine vacuuming and spot cleaning of the carpet which the Authority determines is not in accordance with the manufacturer's recommended procedures, warranty conditions, or the specifications, or otherwise is unsatisfactory to the Authority, the Authority shall have the right to delete the vacuuming and spot cleaning of the carpet as part of the Services and to reduce the Monthly Fee.

K. Office Areas. Contractor shall clean the Authority's office area in accordance with the specifications set forth in the attached Exhibits A through E, at the minimum frequency set forth. In performing such cleaning Services, Contractor shall not move any files, papers or documents on any furniture or floor areas in any portions of the Authority's office area.

L. Other Areas. All portions of the Service Areas not specifically described in this Section shall be cleaned in accordance with the specifications and at the minimum frequency set forth in Exhibits A through E.

M. Special Cleaning Conditions. Contractor shall immediately respond to any and all special cleaning conditions which arise in order to maintain the Service Areas in accordance with the requirements of this Agreement. Contractor's compensation for the performance of Services in response to special cleaning conditions shall be included in the Monthly Fee payable to the Contractor.

N. Extraordinary Conditions. Contractor's sole compensation for the performance of any and all Services in response to extraordinary conditions shall be the Additional Fee payable to Contractor pursuant to Section 4.B.



O. Inspection and Monitoring. Contractor shall be required to continuously inspect and monitor the Service Areas to verify that the Services are being performed, and the Service Areas are being maintained, in accordance with this Agreement.

P. Training. Contractor agrees that its employees and subcontractors who perform the Services shall be properly trained and qualified to perform the Services. All of Contractor's employees and subcontractors who perform the Services shall do so in a careful and efficient manner consistent with the highest standards in the janitorial maintenance industry.

Q. Contractor Manager. Contractor Manager shall provide administration of the Services and will respond to operational issues and/or emergencies. Contractor Manager is authorized to receive and act upon instructions given by the Authority pursuant to this Agreement, and Contractor agrees that notice to Contractor Manager shall constitute notice to Contractor, and all representations, warranties and agreements made by Contractor Manager shall be binding upon Contractor. Contractor Manager shall be present at the Airport at all times during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. An alternative employee or employees designated by the Contractor shall be required to serve as its substitute on-site manager(s) and such substitute manager(s) shall have the same authority, duties and responsibilities as Contractor Manager, including being required to be present at the Airport at all times other than 8:00 a.m. to 5:00 p.m., Monday through Friday.

R. Coordination with Work of the Authority and Other Contractors. Contractor shall coordinate the performance of the Services with the performance of other services or work by the Authority or any tenants, licensees, or other users of the Airport or any of their respective employees or contractors. Contractor shall take all necessary precautions to protect the work or services performed by the Authority or any tenants, licensees, or users of the Airport or any of their respective employees or contractors from damage caused by the performance of the Services.

S. Laws, Permits, Fees and Notices. Contractor hereby represents and warrants that Contractor has, and Contractor covenants and agrees to maintain in effect at all times during the term, all permits, licenses and approvals required for the performance of the Services. Contractor shall comply with the Federal Requirements and all applicable law in connection with the performance of the Services.

T. Employees. Contractor shall at all times provide a sufficient number of properly skilled personnel to perform the Services pursuant to this Agreement. All matters pertaining to the hiring, employment, engagement, supervision, compensation, promotion, and discharge of Contractor's employees and subcontractors are the sole responsibility of Contractor. Contractor shall not enter into any contract causing or purporting to cause any person to be an employee or independent contractor of the Authority. Notwithstanding the foregoing, in the event that the Authority disapproves of any of Contractor's employees or any subcontractors, Contractor shall remove such employee or subcontractor from the performance of Services and shall replace such employee or subcontractor with a properly skilled replacement. Contractor shall require its employees and subcontractors to wear uniforms, approved by the Authority, at all times while performing the Services.

U. Damage to Property. Contractor will immediately report to the Authority any and all damage to the Service Areas or any other premises or facilities of the Airport or any equipment,



fixtures, furnishings or property located in the Service Areas, or any other premises of the Airport arising out of, resulting from or relating to the acts or omissions of Contractor Parties in connection with the performance of the Services. In addition to any and all other remedies available to the Authority, Contractor shall be responsible for the full amount of the costs and expenses of repairing such damage.

V. Waste Disposal. Wastebasket refuse, rubbish, including sweepings, vacuum cleaner dust and waste resulting from performance of the Services shall be disposed of by Contractor in accordance with the instructions of the Authority and all applicable laws.

W. Weekly Report. At the end of each week, Contractor shall provide the Authority with a weekly written report of the Services performed by Contractor during such week. This report is the Cleaning Schedule and Service Record for each Service Area and shall show those items listed on Exhibit B which were performed during such week. Each weekly report shall be in substantially the form of Exhibit A and must be signed by an authorized representative of the Authority upon its determination that the Services described in the weekly report have been performed in accordance with this Agreement; provided, however, that the execution of a weekly report by the Authority's authorized representative shall not constitute a waiver or release of Contractor's obligations under this Agreement. Copies of the weekly reports for each calendar month during the term of this Agreement, signed by the Authority's authorized representative, must be included with Contractor's monthly invoice to the Authority.

X. Inspection. The Authority will conduct weekly inspections of the Service Areas with Contractor, using the Cleaning Schedule and Service Record and/or the Restroom Inspection Form to ascertain the quality and acceptability of the Services provided. Any discrepancies found in such an inspection shall be reported to Contractor in writing. Contractor's representative shall then submit to the Authority, immediately after any such inspection, a written list of corrective action taken for all deficiencies or defects noted by the Authority during such inspection. Such deficiencies shall be corrected immediately by Contractor. Any failure by the Authority to make a daily inspection of the Airport facilities in accordance with this Section shall not be deemed a waiver of its right to cause Contractor to correct any such unsatisfactory work.

**7. Schedule of Performance.** Contractor shall perform major work generally between the hours of 10:00 p.m. and 5:00 a.m., with continual monitoring and light duty items done throughout the day (5:00 a.m. to 10:00 p.m.), as itemized on Exhibit A and B. Contractor shall perform the cleaning of certain Service Areas so as not to interfere with any Airport operations of the Authority or any of its tenants, licensees or other users.

**8. Maintenance of Airport Services.** Neither Contractor nor its employees shall hinder, delay, limit, or suspend the continuity of the Airport's function, operation, or service in any manner that would invalidate the Airport operating certificate. Contractor shall not in any manner coerce, intimidate, instigate, endure, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone or encourage any employee to participate in any strike, slowdown, mass resignation, mass absenteeism, or any type of concerted work stoppage. In the event any of the above-described



actions occur, Contractor shall be obligated to continue to perform the Services which are the subject of this Agreement.

**9. Security.** Contractor shall comply with the Airport's security requirements, the requirements of the Department of Homeland Security, and the requirements of the TSA as they relate to individual employee background checks and the issuance of identification badges. The requirements may be determined by accessing the TSA website at [www.tsa.gov](http://www.tsa.gov).

## **10. Indemnification.**

A. General. Contractor will accept the full responsibility for and shall defend, indemnify, and hold harmless the Authority Parties from and against any and all Claims (i) arising out of, resulting from, or relating to any negligent acts or omissions of the Contractor Parties in connection with the execution or performance of this Agreement (including any breach or failure to perform this Agreement); or (ii) made by or on behalf of the Contractor Parties arising out of their employment or work pertaining to the this Agreement. The provisions of this Section shall survive the termination or expiration of this Agreement.

B. FAA and TSA Requirements. Punitive fines, levies, or assessments imposed on the Authority by the FAA or the TSA for violations of federal regulations shall be thoroughly investigated by the Authority. Upon those instances found to be based upon the negligence or error of any of the Contractor Parties, such fines, levies or assessments shall be paid by Contractor without limitation and shall be remitted to the Authority, in full, within 30 days of notification of Contractor by the Authority, failing which the Authority may deduct the amount of any such fines, levies or assessments from the Monthly Fee and/or Additional Fee payable to Contractor.

C. In no event shall either party be liable to the other for any special, indirect, incidental, or consequential loss or damage under this Agreement.

## **11. Insurance.**

A. General. Contractor shall maintain in effect, at its own expense, insurance from insurers acceptable to the Authority protecting Contractor, the Contractor Parties and the Authority Parties against Claims for bodily injury (including personal injury) and property damage (including loss of use thereof) arising out of, resulting from or relating to any acts or omissions by Contractor Parties in connection with the performance of this Agreement. Each insurance policy required to be maintained by the Contractor shall be obtained from an insurance company authorized to conduct business in California and having a rating of not less than A-VI in A.M. Best's Insurance Guide (or equivalent rating agency). The types of insurance coverage as well as the amounts of such coverage shall be as follows:

i. Commercial General Liability. Commercial general liability insurance written on an occurrence basis in an amount of Two Million Dollars (\$2,000,000) for each occurrence and in the annual aggregate. Such coverage shall include premises/operations, broad form contractual, independent contractors, broad form property damage and personal injury.

ii. Automobile Liability. Automobile liability insurance covering all owned, non-owned and hired vehicles written on an occurrence basis in an amount equal to Five Million



Dollars (\$5,000,000) combined single limit for each occurrence for bodily injury, death and property damage.

iii. Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance written in accordance with California statutory limits and employer's liability insurance in the following minimum amounts:

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 employer's liability coverage shall not contain an occupational disease exclusion.

iv. Excess Liability. Excess (or umbrella) liability insurance written on an occurrence basis in an amount equal to Three Million Dollars (\$3,000,000) per occurrence and in the annual aggregate in excess of the required Commercial General liability, Automobile Liability, and Employer's Liability insurance.

B. Certificate. Within 10 days after award of this Agreement by the Authority, Contractor shall deliver to the Authority certificates of insurance evidencing that insurance has been purchased by Contractor as required in this Section and copies of blanket endorsements.

C. Contractor shall provide at least 30 days prior written notice sent by registered mail to the Authority of any cancellation, non-renewal, or reduction in coverage. With respect to the commercial general liability, automobile liability, and excess liability insurance of Contractor, Contractor shall include (a) the Contractor Parties as additional insured, and (b) the Authority Parties as additional insured (utilizing the CG 20 1 0 Additional Insured endorsement (or equivalent)). The failure of Contractor to provide such certificates of insurance, together with such endorsements, or the subsequent cancellation, non-renewal or reduction in coverage under the insurance policy(ies) by Contractor's insurance company(ies), unless Contractor replaces such coverage with comparable coverage with an insurer who meets the criteria of this Section within the 30 day period, shall constitute a default under this Agreement. Commercial General Liability, Automobile Liability, and Excess Liability insurance required to be maintained by Contractor pursuant to this Section shall be primary insurance without right of contribution of any other insurance carried by or on behalf of any Authority Party and these policies shall be endorsed to this effect as to Contractor's express obligations under the Indemnity provision of the Agreement. All policies of insurance required and provided by Contractor under this Section shall include, or be endorsed to provide, a waiver by the insurers of any rights of subrogation that the insurers may have at any time against the Authority Parties. Contractor will not waive its subrogation rights if a loss is caused by the Authority's negligence.

## **12. 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 Service Areas by Contractor Parties without the prior written consent of Authority, which Authority shall not unreasonably withhold or delay so long as Contractor demonstrates to Authority's reasonable satisfaction that such toxic materials,



and the quantities thereof, are necessary or useful to Contractor's business and will be stored, used and disposed of in a manner that complies with applicable laws.

B. Indemnity. Contractor shall be solely responsible for and shall defend, indemnify and hold harmless the Authority Parties from and against any and all Claims including (i) diminution in value of the Airport, the Service Areas or any other areas of the Airport or any improvements thereon; (ii) damages for the loss or restriction on use of rentable or usable space or of any amenity of the Airport, the Service Areas or any other areas of the Airport or any improvements thereon; (iii) damages arising from any adverse impact on marketing of space in the Airport, the Service Areas or any other areas of the Airport or any improvements therein; (iv) sums paid in settlement of claims; and (v) attorneys' fees, consultant fees and expert fees which arise during or after the term of this Agreement as a result of the receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of toxic materials in, on or about the Service Areas or any other areas of the Airport by the Contractor Parties. The foregoing indemnification by Contractor includes any and all costs incurred in connection with any investigation of site conditions and any cleanup, remediation, removal or restoration work necessary to bring the Service Areas or any other areas of the Airport into compliance with law or required by any government agency because of toxic materials present in the soil, subsoils, groundwater or elsewhere from, in, on, under or about the Service Areas or any other areas of the Airport as a result of the receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of toxic materials by the contractor parties. The indemnification by Contractor under this Section shall survive the termination of this Agreement.

C. Prohibited Substances. The following substances shall not be brought onto the Service Areas or any other areas of the Airport in any quantities whatsoever: (i) arsines; (ii) dioxins, including dioxin precursors and intermediates; (iii) polychlorinated biphenyls; and (iv) anything contained in the California List of Extremely Hazardous Chemicals.

### **13. Termination.**

A. Termination for Convenience. The Authority may terminate this Agreement for convenience upon: (i) 60 days written notice to Contractor during the base term of the Agreement; or (ii) 30 days written notice to Contractor during a month-to-month extension of the Agreement.

B. Default by Contractor.

i. Dissolution; Insolvency. The Authority shall have the right to terminate this Agreement immediately if Contractor (i) makes an assignment for the benefit of creditors; or (ii) files a voluntary petition in bankruptcy; or (iii) seeks or consents to any reorganization or similar relief; or (iv) is adjudicated bankrupt or insolvent; or (v) if a third party commences any bankruptcy, insolvency, reorganization or similar proceeding involving Contractor; or (vi) if the assets of Contractor or a major part thereof are expropriated, nationalized or otherwise made subject to governmental or judicial control.

ii. Material Breach or Non-Performance. The Authority shall have the right to terminate this Agreement (i) immediately with respect to emergencies and non-curable defaults,



or (ii) within forty-eight (48) hours after the delivery to Contractor of written notice in the case of curable defaults.

iii. Termination of Authority Liability. The Authority shall be under no obligation to observe or perform any covenant of this Agreement on its part to be observed or performed for the benefit of Contractor, which accrues after the date of any default by Contractor.

iv. Remedies. In the event of the occurrence of any default by Contractor, in addition to any and all other remedies available to the Authority under this Agreement or at law or in equity, the Authority shall have the right to deduct the amount of any and all damages incurred by the Authority as a result of the occurrence of such event from the Monthly Fee and/or Additional Fee payable to Contractor.

C. Default by Authority. The Authority shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within 30 days following the delivery by Contractor to Authority of written notice specifying the obligation Authority has failed to perform; provided, however, in the event that the nature of Authority's obligation is such that more than 30 days are required for its performance, Authority shall not be deemed to be in default if it shall commence such performance within such 30 day period and thereafter diligently prosecutes the same to completion.

#### **14. Miscellaneous**

A. Proposal. Contractor's proposal delivered to the Authority on July 24, 2023 is incorporated herein by reference. In the event of any inconsistency between the provisions of this Agreement and the provisions of Contractor's proposal, the provisions of this Agreement shall govern.

B. 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.

C. 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.

If to Authority: Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way



Burbank, California 91505  
Attn: Director of Maintenance and Engineering  
With a copy to: Senior Procurement Manager  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, California 91505  
If to Contractor: C&W Facility Services Inc.  
117 Kendrick Street  
Suite 250  
Needham, MA 02494  
Attn: Allen Dishman

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

E. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California.

F. Waiver. No waiver of any breach or default shall be construed as a continuing waiver of any provision or as a waiver of any other or subsequent breach of any provision contained in this Agreement.

G. Attorneys' Fees. In the event of any action or proceeding (including, without limitation, any bankruptcy proceeding) to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

H. Assignment. Contractor acknowledges and understands that Contractor was awarded this Agreement in reliance and based upon Contractor's qualifications and the proposal submitted by Contractor. As a result, Contractor shall not have the right to assign, hypothecate, or otherwise transfer Contractor's rights or delegate Contractor's duties under this Agreement.

I. 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.

J. 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.

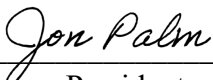
K. Relationship to Office Lease. This Agreement is supplemental to, and does not amend or otherwise affect, the Office Lease.

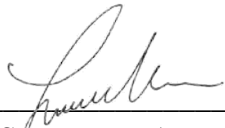
L. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be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

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

**EXECUTED:**

**C&W Facility Services Inc.**

  
\_\_\_\_\_  
☐ Chairperson ☐ President ☒ Vice President

  
\_\_\_\_\_  
☐ Secretary ☐ Asst. Secretary  
☒ Chief Operations Officer ☐ Chief Financial Officer

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

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Felicia Williams, President

Approved as to form:

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



**EXHIBIT A**  
**Scope of Services**



**SCOPE OF SERVICES**  
**JANITORIAL SERVICES AND SUPPLIES**  
**HOLLYWOOD BURBANK AIRPORT**

**SPECIFICATIONS - STANDARDS OF PERFORMANCE.**

- A. **Specifications for Services.** In addition to any other requirements for the performance of the Services, Contractor shall comply with the following specifications ("Specifications") **for the duration of the performance term:**
- a. **Performance Standard.** Contractor shall perform the Services and comply with the other provisions of this Scope of Services to ensure an exceptionally attractive and clean environment at the Airport for the use of the traveling public. The Services shall be performed utilizing the best practices and highest standards applicable to the janitorial maintenance industry.
  - b. **Equipment.** Contractor shall furnish all required equipment including but not limited to mops, buckets, brooms, dust mops, dusting apparatus, squeegees, vacuums, carpet cleaning machines, extension poles, electrical cords, supply carts, and other similar equipment. Contractor shall maintain an adequate inventory of well maintained equipment to meet the demands of the Airport. Contractor shall ensure all items are always in good operating condition. The Authority shall have the right to inspect the machines and equipment used by Contractor in the performance of the Services without notice. In the event of any defect or damage to any such machines or equipment, Contractor shall repair or replace the machine or equipment promptly with new items at the Contractor's expense as part of its operating overhead.
  - c. **Supplies.**
    - i. **Supplies Purchase.** Contractor shall be responsible for the selection, purchase, storage and inventory of all supplies consumed in the Service Areas as part of the performance of the Services. Contractor shall provide the Authority with a monthly Supplies Inventory Report ("SIR") listing the starting inventory, items purchased during the month, an ending inventory, and a forecast of purchases needed for the next month's supply to be held at an acceptable level. The Authority shall reimburse Contractor for the direct, actual cost of supplies purchased on the basis of satisfactory documentation as described below. The Contractor shall submit a monthly invoice detailed supply costs, which will be paid by the Authority after verification of accuracy and acceptance of the monthly SIR. Invoices shall be well supported and include applicable documentation such as paid supplier invoices, supplier statements, material receipts, and other such suitable documentation.
    - ii. **Authority Approval.** All supplies used in the performance of the Services shall be subject to the written approval of the Authority prior to being used at the Airport. The Authority shall have the right to require Contractor to substitute, modify or alter such supplies. If, for any reason, the Contractor determines it is necessary to dispose of, or remove (off-site) any unused, expired or otherwise un-needed cleaning supplies, Contractor shall notify the Authority and the supplies shall not be removed or disposed of without written approval of the Authority. The Contractor may be responsible for issuing a credit to the Authority for any unused supplies.
    - iii. **Safety of Cleaning Supplies and Materials.** Upon the Authority's request, Contractor shall deliver or otherwise make available to the Authority samples for the testing of any cleaning supplies or materials used by Contractor in the performance of the Services. Such samples may be taken, at the discretion of the Authority, from the supplies or materials being used on the premises or from any containers of such supplies or materials stored at the Airport.



Contractor shall use only cleaning supplies and materials that are labeled and are identifiable by a brand name and bear a Material Safety Data Sheet ("MSDS") as approved by the Department of Labor. Contractor shall maintain a current MSDS inventory list of all cleaning supplies and materials and forward copies to the Authority. No supplies, materials, treatments or procedures shall be used on or applied to any floors, stairways, ramps, sidewalks or other walkway areas that would cause or contribute to causing such surfaces to be slippery or otherwise unsafe to walk upon. Nor shall any supplies, materials or treatments be corrosive or deleterious to the surfaces or materials to be cleaned. Supplies shall be Low VOC, bio-friendly and irritant free. All empty cleaning supply containers shall be disposed of properly, in accordance with all applicable regulations. If Contractor requests, and Authority approves, removal or disposal of any cleaning supplies, disposal shall be done in accordance with all applicable regulations.

- iv. **Restroom Supplies.** All required towels, toilet tissue, liquid hand soap, sanitary napkins, restroom deodorizers and similar supplies required for use in the restroom portions of the Service Areas shall be furnished by Contractor. Contractor shall maintain an adequate inventory of supplies to meet the demands of the Airport and shall insert such supplies in the dispensers as needed. The Contractor shall maintain all restroom mechanical dispensers for proper mechanical operation. Contractor is responsible to stock all such dispensers with the appropriate supplies at all times. Contractor shall immediately repair or replace any defective mechanical dispensers.
  - v. **Coin Operated Vending Machines.** Contractor shall be responsible for keeping the coin operated vending machines in the restroom portions of the Services Areas supplied with the appropriate items. The Contractor is also responsible for the collection of deposited monies in such coin operated vending machines and is required to turn collected monies over to the Authority.
  - vi. **General Supplies.** All required towels, dusting supplies, window cleaning supplies, cleansers, spot cleaners, disinfectant sprays, degreasers, garbage bags and other similar supplies required for use in the Service Areas shall be furnished by Contractor. Contractor shall maintain an adequate inventory of supplies to meet the demands of the Airport.
  - vii. **Walk Off Mats.** Contractor shall place acceptable walk off mats at each entrance of each terminal building of the Airport (including each landside and airside entrance) so as to provide the highest degree of cleanliness consistent with the defined specifications of this RFP. Contractor shall clean and maintain walk off mats at the frequencies defined in this Attachment.
- d. **Inspection and Monitoring.** Contractor shall be required to continuously inspect and monitor the Service Areas to verify that the Services are being performed, and the Service Areas are being maintained, in accordance with the Specifications and the other terms of this Agreement.
- i. **Daily Pre-Opening Inspection.** Contractor shall make a daily pre-opening inspection of all restrooms within the Service Areas between 4:00 a.m. and 5:00 a.m. to verify that they are being cleaned in accordance with the Specifications and frequencies set forth in Sub-Attachment A1 and A3 and to assure readiness for use. Documentation of such inspections shall be in the form of an "Airport Restroom Service Record" in substantially the form attached as Sub-Attachment A5.
  - ii. **Weekly Report.** At the end of each week, Contractor shall provide the Authority with a weekly written report of the Services performed by Contractor. This report is the Cleaning Schedule and Service Record for each Service Area, and shall record each Service item as listed on Exhibit A for the past week's performance. Each weekly report shall be in substantially the form of



Sub-Attachment A1 and must be signed by an authorized representative of the Authority signifying acceptance that the Services described in the weekly report have been performed in accordance with this Agreement. The acceptance of a weekly report by the Authority's authorized representative shall not constitute a waiver or release of Contractor's obligations. Copies of the weekly reports for each calendar month, signed by the Authority's authorized representative, must be included with each monthly invoice pursuant to Section 4.1.

- iii. **Weekly Inspection.** The Authority will conduct weekly inspections of the Service Areas with Contractor, using the Cleaning Schedule and Service Record to ascertain the quality and acceptability of the Services provided. Any discrepancies found in such an inspection shall be reported to Contractor in writing. Contractor's representative shall then submit to the Authority, immediately after any such inspection, a written list of corrective action(s) taken for all deficiencies or defects noted by the Authority during such inspection. Such deficiencies shall be corrected immediately by Contractor. Any failure by the Authority to make an inspection of the Airport facilities in accordance with this Section shall not be deemed a waiver of its right to cause Contractor to correct any such unsatisfactory work.
- e. **Carpet Cleaning.**
  - i. **General.** All carpeting located in the Service Areas shall be cleaned (including shampooing, spot cleaning and routine vacuuming) in accordance with the Specifications set forth in Sub-Attachments A1, A3, and A4. Any additional cleaning frequency shall be based on need.
- f. **Restrooms.** Contractor shall clean the restrooms in accordance with the Specifications and at the minimum frequency set forth in Sub-Attachment A1 and A3. All restrooms shall receive a daily pre-opening inspection as described above. In addition to the pre-opening inspection, all restrooms will be checked, cleaned as necessary, and re-stocked with supplies routinely throughout the operating day. Refer to Sub-Attachment A3 for specific details on the frequency of this requirement.
- g. **Terminal Areas.** Contractor shall clean Terminal A & B in accordance with the Specifications and at the minimum frequency set forth in Sub-Attachment A1 and A3.
- h. **Office Areas.** Contractor shall clean the Authority's office area in accordance with the Specifications and at the minimum frequency set forth in Sub-Attachment A1 and A3. In performing such cleaning Services, Contractor shall not move any files, papers or documents on any furniture or floor areas in any portions of the Authority's office area.
- i. **Special Cleaning Conditions.** Contractor shall immediately respond to any and all Special Cleaning Conditions which arise during the term in order to maintain the Service Areas in accordance with the requirements of this Agreement. Contractor's compensation for the performance of Services in response to Special Cleaning Conditions shall be included in the Monthly Fee payable to the Contractor pursuant to Section 4.1.
- j. **Biohazard Services & Staffing.** Contractor will provide qualified staff to perform biohazard services, terminal wide and in accordance with all applicable industry standards and requirements. Biohazard services will include, but shall not be limited, to the following activities:
  - i. Resolve biohazard situations as needed, maintenance and disposing hypodermic disposal containers, to incidents involving non-major bloodborne pathogens ("BBP") and other potentially infection materials "(OPIM)" as defined by OSHA, including such BBP and OPIM resulting from EMS and injury scenes. Contractor must comply with all Federal, **state**, local and industry standards pertaining to the handling and disposal of biohazards and related materials. Contractor shall not be responsible for performing biohazard services involving major catastrophic events, such as incidents involving mass casualty incidents, accidents involving



dismemberments, etc.

ii. Proposer will submit to Authority a biohazard plan, which includes procurement of replacement containers for review and approval prior to Authority issuance of a "Notice to Proceed."

Notwithstanding anything to the contrary herein, Contractor's "biohazard services" as used herein shall be limited to (i) removal and disposal of hypodermic disposal containers, and (ii) responding to BBP and OPIM that fall into the CDC's definition of Biohazard Levels 1 & 2 and are customarily performed by janitorial service providers. For example, such services may include viral disease clean-up for COVID-19 and MPOX.

- k. **Extraordinary Conditions.** Contractor's sole compensation for the performance of any and all Services in response to Extraordinary Conditions shall be the Additional Fee payable to Contractor pursuant to the Agreement (Section 4.B).
- l. **Training.** Contractor agrees that its employees and subcontractors who perform the Services shall be properly trained and qualified to perform the Services as well as ensuring compliance with the training requirements of California's Department of Industrial Relations ("CA-DIR" - see link here: [https://www.dir.ca.gov/DLSE/Janitorial\\_Registration\\_FAQs.html](https://www.dir.ca.gov/DLSE/Janitorial_Registration_FAQs.html)) . All of Contractor's employees and subcontractors who perform the Services shall do so in a careful and efficient manner consistent with the highest standards in the janitorial maintenance industry.
- m. **Contractor's Manager.** Contractor shall designate one of its employees as its manager for purposes of managing and supervising the performance of the Services pursuant to this Agreement ("Contractor's Manager"). Contractor's Manager shall provide administration of the Services and will respond to operational issues and/or emergencies. Contractor's Manager is authorized to receive and act upon instructions given by the Authority pursuant to this Agreement, and Contractor agrees that notice to Contractor's Manager shall constitute notice to Contractor, and all representations, warranties and agreements made by Contractor's Manager shall be binding upon Contractor. Contractor's Manager shall be present at the Airport at all times during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. An alternative employee or employees designated by the Contractor shall be required to serve as its substitute on-site manager(s) and such substitute manager(s) shall have the same authority, duties and responsibilities as Contractor's Manager, including being required to be present at the Airport at all times other than 8:00 a.m. to 5:00 p.m., Monday through Friday.
- n. **Coordination with Work of the Authority and Other Contractors.** Contractor shall coordinate the performance of the Services with the performance of other services or work by the Authority or any tenants, licensees or other users of the Airport or any of their respective employees or contractors. Contractor shall take all necessary precautions to protect the work or services performed by the Authority or any tenants, licensees or users of the Airport or any of their respective employees or contractors from damage caused by the performance of the Services.
- o. **Laws, Permits, Fees and Notices.** Contractor hereby represents and warrants that Contractor shall at all times, maintain all permits, licenses and approvals required for the performance of the Services under all applicable laws, and shall comply with all applicable regulatory requirements in connection with the performance of the Services, including those required by CA-DIR.
- p. **Employees.** Contractor shall at all times provide a sufficient number of properly skilled personnel to perform the Services pursuant to this Agreement. All matters pertaining to the hiring, employment, engagement, supervision, compensation, promotion and discharge of Contractor's employees and subcontractors are the sole responsibility of Contractor. Contractor shall not enter into any contract causing or purporting to cause any person to be an employee or independent contractor of the Authority.



Notwithstanding the foregoing, in the event that the Authority disapproves of any of Contractor's employees or any subcontractors, Contractor shall remove such employee or subcontractor from the performance of Services and shall replace such employee or subcontractor with a properly skilled replacement. Contractor shall require its employees and subcontractors to wear uniforms, approved by the Authority, at all times while performing the Services.

- q. **Damage to Property.** Contractor will immediately report to the Authority any and all damage to the Service Areas or any other premises or facilities of the Airport or any equipment, fixtures, furnishings or property located in the Service Areas or any other premises of the Airport arising out of, resulting from or relating to the acts or omissions of Contractor or Contractor's subcontractors in connection with the performance of the Services. In addition to any and all other remedies available to the Authority, Contractor shall be responsible for the full amount of the costs and expenses of repairing such damage.
- r. **Waste Disposal.** Wastebasket refuse, rubbish, including sweepings, vacuum cleaner dust and other waste shall be disposed of by Contractor in accordance with the instructions of the Authority and all applicable laws.
- s. **Displaced Janitor Opportunity Act.** To the extent required by the Displaced Janitor Opportunity Act, the selected Proposer shall retain for a transition employment period of sixty (60) days employees who were employed at the site for no less than the preceding four (4) months by the previous contractor and/or sub-contractor. An abridged copy of the Displaced Janitor Opportunity Act is available under Attachment G.



**EXHIBIT B**  
**Service Areas, Cleaning Schedules and Service Records**



## SERVICE AREAS, CLEANING SCHEDULES AND SERVICE RECORDS

### SERVICE AREAS

#### **Terminal Area**

Terminal A

Terminal A – East Concourse

Terminal B

Terminal B – EDS Building

Building 9 – L1, L2

Building 10

#### **Terminal Site**

North Tower & Elevated Walkway

Parking Structure Elevator

Ground Transportation Islands & Sidewalks

Valet Service Center

#### **Remote Areas**

Building 36 - L2

Hangar 34 Office Areas

Self-Park Structure Cashier Booths (3, no restrooms)

Lot A Parking Cashier Booths (2, 1 with restroom)

Lot C Parking Cashier Booths (1 with restroom)

North and West SIDA Booths (2 with restrooms)

Maintenance Department Building

#### **Specialty Items**

Pet Relief Areas

Mamava Unit



CLEANING SCHEDULE AND SERVICE RECORD			
Location: <b>Terminal – Public</b>  Terminal A, Terminal A – East Concourse, Terminal B (High Traffic Public Areas)	**DAILY	WEEKLY	MONTHLY
			FOR WEEK ENDING:
			JANITORIAL SIGNATURE:
			AUTHORITY SIGNATURE:
1. PUBLIC SEATING UNITS, AREAS AND FIXTURES			COMMENTS:
A. Remove spillage, gum and stains	X		
B. Place all waste receptacles, ashtrays, signs, planters and chairs in their designated locations	X		
C. Damp Wipe	X		
D. Polish chrome legs and parts			X
E. Thoroughly clean using authorized upholstery cleaner (where applicable)			X
2. WASTE RECEPTACLES AND ASHTRAYS			Comments:
A. Empty containers. Remove stains and spillage (Includes Terminal sidewalk containers)	X		
B. Wash interior and exterior		X	
3. STAINLESS STEEL SURFACES			Comments:
A. Dust and spot clean	X		
B. Polish and shine		X	
4. WATER FOUNTAINS AND TELEPHONES			Comments:
A. Clean and sanitize	X		
5. VERTICLE SURFACES, SIGNS AND LEDGES			Comments:
A. Dust and spot clean all areas that can be reached without the use of a ladder	X		
B. Dust and clean high areas			X
6. FLOORS (Tile)			Comments:
A. Remove gum, spots and stains	X		

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



B. Sweep and wet mop tile floors	X			
C. Spray buff and wax		X		
D. Strip, seal and re-wax			X	
<b>7. FLOORS (Carpet)</b>				Comments:
A. Remove gum, spots and stains	X			
B. Vacuum carpet, using edge tools	X			
C. Deep Clean			X	
<b>8. WINDOWS AND GLASS AREAS</b>				Comments:
A. Spot clean high traffic areas	X			
B. Clean interior		X		
C. Clean exterior (sterile area and second floor windows excluded)			X	
<b>9. CEILING AND VENTS</b>				Comments:
A. Clean ceiling, vents and diffusers			X	
<b>10. JANITORIAL CLOSETS</b>				Comments:
A. All janitor closets are to be kept clean and neat at all times in accordance with all building, safety, health and fire codes	X			
<b>11. WEEKLY REPORT</b>				Comments:
A. Fill out weekly report and submit to the Airport Authority's designated representative		X		

**\*\*DAILY** – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



CLEANING SCHEDULE AND SERVICE RECORD				
Location: <b>Terminal – Restrooms</b>  All Terminal Area Restrooms  (High Traffic Public Areas & Administrative Areas)	**DAILY	WEEKLY	MONTHLY	FOR WEEK ENDING: _____  JANITORIAL SIGNATURE: _____  AUTHORITY SIGNATURE: _____
<b>1. WASTE RECEPTACLES AND DISPENSERS</b>  A. Empty all waste receptacles as needed  B. Wipe off and remove spillage from all hand soap dispensers and adjacent surfaces  C. Refill all dispensers to the proper fill level				Comments:
	X			
	X			
	X			
<b>2. FURNISHINGS, MIRRORS, WALLS AND PARTITIONS</b>  A. Clean all mirrors streak-free  B. Use germicidal detergent to clean and disinfect all surfaces				Comments:
	X			
	X			
<b>3. WASH BASINS, TOILETS AND URINALS</b>  A. Use germicidal detergent to clean and disinfect all surfaces except chrome fixtures  B. Chrome fixtures should be cleaned in accordance with manufacturer care instructions as directed by the Airport Maintenance Department  C. Descale toilets and urinals using cleaner approved by Airport Maintenance Department				Comments:
	X			
	X			
			X	
<b>4. FLOORS</b>  A. Remove all spots and spills  B. Scrub and clean tile floors with germicidal detergent  C. Steam clean and disinfect restroom grout				Comments:
	X			
	X			
			X	
<b>5. STAINLESS STEEL SURFACES</b>  A. Dust and spot clean  B. Polish with authorized cleaning agents using proper techniques				Comments:
	X			
	X			

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



6. SPECIAL CONDITIONS				Comments:
A. Biomedical Containers replaced as needed	X			
7. WEEKLY REPORT				Comments:
A. Fill out weekly report and submit to the Airport Authority's designated representative	X			

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



CLEANING SCHEDULE AND SERVICE RECORD				
Location: <b>Terminal - Administrative</b>  Terminal B - EDS  Building 9 – L1, L2  Building 10,  (Administrative Areas & Authority Offices)	DAILY	WEEKLY	MONTHLY	FOR WEEK ENDING:
				JANITORIAL SIGNATURE:
				AUTHORITY SIGNATURE:
1. WASTE RECEPTACLES AND ASHTRAYS				Comments:
A. Empty containers. Remove stains and spillage from interior and exterior	X			
2. FURNITURE				Comments:
A. Dust. Remove spillage and stains	X			
B. Clean desktops if clear	X			
C. Polish, clean, vacuum and position in designated locations		X		
3. FLOORS				Comments:
A. Remove all gum and similar material	X			
B. Vacuum		X		
C. Wet mop tile floors	X			
D. Spray buff tile floors			X	
E. Strip, seal and re-wax tile floors			X	
4. ALL OTHER SURFACES, PICTURES AND SILLS				Comments:
A. Dust and spot clean all areas that can be reached without the use of a ladder	X			
B. Dust and clean high areas			X	
5. WINDOWS AND GLASS				Comments:
A. Clean glass doors	X			
B. Spot clean as required	X			
C. Clean interior and exterior of windows (excludes exterior second floor window surfaces)		X		

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



<b>6. WATER FOUNTAINS AND TELEPHONES</b>  A. Clean and sanitize				Comments:
	X			
<b>7. CEILING AND VENTS</b>  A. Clean ceiling, vents and diffusers				Comments:
			X	
<b>8. BREAKROOMS &amp; LOUNGES</b>  A. Clean and sanitize counters and tables  B. Turn off coffee makers every evening				Comments:
A. Clean and sanitize counters and tables	X			
B. Turn off coffee makers every evening	X			
<b>9. ELEVATOR (KITCHEN)</b>				Comments:
A. Brush particles and paper out of Tracks	X			
B. Use vacuum if necessary.	X			
C. Walls & Doors – Clean walls and doors with a micro fiber cloth and vinegar.	X			
D. Floors – Clean floors with vinegar and cloth	X			
<b>10. JANITORIAL CLOSETS</b>  A. All janitor closets are to be kept clean and neat at all times in accordance with all building, safety, health and fire codes				Comments:
A. All janitor closets are to be kept clean and neat at all times in accordance with all building, safety, health and fire codes	X			
<b>11. WEEKLY REPORT</b>  A. Fill out weekly report and submit to the Airport Authority's designated representative				Comments:
A. Fill out weekly report and submit to the Airport Authority's designated representative		X		

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



CLEANING SCHEDULE AND SERVICE RECORD			
Location: <b>Terminal Site</b>  North Tower and Elevated Walkway Parking Structure Elevator Ground Transportation Islands & Sidewalks (High Traffic Public Area)	DAILY	WEEKLY	MONTHLY
			FOR WEEK ENDING: _____
			JANITORIAL SIGNATURE: _____
			AUTHORITY SIGNATURE: _____
1. ELEVATORS	Comments:		
A. Brush particles and paper out of Tracks	X		
B. Use vacuum if necessary.	X		
C. Walls & Doors – Clean walls and doors with a micro fiber cloth and vinegar.	X		
D. Floors – Clean floors with vinegar and cloth	X		
2. MOVING WALKWAYS	Comments:		
A. Dust. Remove dust and debris.	X		
B. Clean glass.		X	
C. Clean rubber handrails.	X		
D. Dust and wipe all rails and trim along the moving walkways.		X	
3. ESCALATORS	Comments:		
A. Dust. Remove dust and debris.	X		
B. Clean glass.		X	
C. Clean rubber handrails.	X		
D. Dust and wipe all rails and trim along the moving walkways.		X	
4. NORTH TOWER & ELEVATED WALKWAY	Comments:		
A. Remove all gum and similar material	X		
B. Empty and clean waste	X		
C. Pressure washing of walkways to remove all gum and similar debris.			X

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



D. Spot clean all spills and stains on concrete.	X			
E. Interior Walkway walls and ledges.			X	Comments:
<b>5. GROUND TRANSPORTATION ISLANDS &amp; SIDEWALKS</b>				
B. Remove all gum and similar material	X			
C. Empty and clean waste	X			
D. Pressure washing of islands and sidewalks to remove all gum and similar debris.			X	
<b>6. WEEKLY REPORT</b>				Comments:
E. Fill out weekly report and submit to the Airport Authority's designated representative		X		

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



CLEANING SCHEDULE AND SERVICE RECORD				
Location: <b>Terminal Site</b>  Valet Parking Service Center  (High Traffic Public Areas & Administrative Areas)	DAILY	WEEKLY	MONTHLY	FOR WEEK ENDING: _____  JANITORIAL SIGNATURE: _____  AUTHORITY SIGNATURE: _____
<b>1. VALET CENTER</b>  A. Remove all gum or similar material  B. Vacuum  C. Wet mop tile floors  D. Spray buff tile floors  E. Re-wax tile floors  F. Strip, seal and wax tile floors  G. Clean all glass  H. Sweep and spot clean all exterior walkways  I. Empty waste receptacles  J. Dust all areas				Comments: _____ _____ _____ _____ _____ _____ _____ _____ _____ _____
<b>4. RESTROOMS</b>  A. Empty all waste receptacles  B. Wipe off and remove all spillage from all handsoap dispensers and adjacent surfaces  C. Refill all dispensers to the proper fill level  D. Clean all mirrors streak free  E. Use a germicidal cleanser to clean and disinfect all surfaces except chrome  F. Descale toilets and urinals using germicidal cleanser  G. Chrome fixtures to be cleaned in accordance with manufacturer care instructions as directed  H. Sweep floors  I. Mop floors with a germicidal cleaner to disinfect				Comments: _____ _____ _____ _____ _____ _____ _____ _____ _____

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



J. Steam clean and disinfect restroom grout			X	
5. WEEKLY REPORT				Comments:
A. Fill out weekly report and submit to the Airport Authority's designated representative		X		

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



CLEANING SCHEDULE AND SERVICE RECORD				
Location: <b>Remote Areas</b>  BUILDING 36 2 <sup>ND</sup> FLOOR, AND ELEVATOR	DAILY	WEEKLY	MONTHLY	FOR WEEK ENDING: _____  JANITORIAL SIGNATURE: _____  AUTHORITY SIGNATURE: _____
1. OFFICES AND COMMON AREAS				Comments:
A. Vacuum all carpeted areas	X			
B. Sweep and mop all tile flooring	X			
C. Remove all gum and similar substances	X			
D. Empty trash receptacles	X			
E. Pick up all trash and debris	X			
F. Carpet Cleaning (Extraction Method)			X	
G. Strip & Wax tile flooring			X	
2. FURNITURE				Comments:
A. Dust. Remove spillage and stains	X			
B. Clean desktops, counters and tables if clear	X			
C. Polish, clean, vacuum and reposition in designated spaces	X			
3. ELEVATORS				Comments:
A. Brush particles and paper out of Tracks	X			
B. Use vacuum if necessary.	X			
C. Walls & Doors – Clean walls and doors with a micro fiber cloth and vinegar.	X			
D. Floors – Clean floors with vinegar and cloth	X			
4. RESTROOMS				Comments:
A. Empty all waste receptacles	X			
B. Wipe off and remove all spillage from all handsoap dispensers and adjacent surfaces	X			
C. Refill all dispensers to the proper fill level	X			
D. Clean all mirrors streak free	X			

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



E. Use a germicidal cleanser to clean and disinfect all surfaces except chrome fixtures	X			
F. Descale all toilets and urinals using germicidal cleanser			X	
G. Chrome fixtures to be cleaned in accordance with manufacturer care instructions as directed	X			
H. Remove all spots and spills	X			
I. Sweep floors	X			
J. Mop floors with a germicidal cleaner to disinfect	X			
K. Steam clean and disinfect restroom grout			X	
L. Strip & Wax tile flooring			X	
<b>5. ALL OTHER SURFACES AND FIXTURES</b>				Comments:
A. Dust and spot clean all areas that can be reached without the use of a ladder	X			
B. Clean all marks, smudges, dirt from all walls, doors and other vertical surfaces	X			
C. Clean all windows interior and exterior			X	
<b>6. CEILING VENTS AND FANS</b>				Comments:
A. Clean ceiling, vents and diffusers			X	
<b>7. WEEKLY REPORT</b>				Comments:
A. Fill out weekly report and submit to the Airport Authority's designated representative		X		

**\*\*DAILY** – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



CLEANING SCHEDULE AND SERVICE RECORD				
Location: <b>Remote Areas</b>	DAILY	WEEKLY	MONTHLY	FOR WEEK ENDING: _____
Hangar #34 Office Areas				JANITORIAL SIGNATURE: _____
				AUTHORITY SIGNATURE: _____
<b>1. OFFICES AND COMMON AREAS</b>				Comments:
A. Vacuum all carpeted areas	X			
B. Sweep and mop all tile flooring	X			
C. Remove all gum and similar substances	X			
D. Empty trash receptacles	X			
E. Pick up all trash and debris	X			
F. Carpet Cleaning (Extraction Method)			X	
G. Strip & Wax tile flooring			X	
<b>2 .FURNITURE</b>				Comments:
A. Dust. Remove spillage and stains	X			
B. Clean desktops, counters and tables if clear	X			
C. Polish, clean, vacuum and reposition in designated spaces	X			
<b>3. RESTROOMS</b>				Comments:
A. Empty all waste receptacles	X			
B. Wipe off and remove all spillage from all handsoap dispensers and adjacent surfaces dispensers and	X			
C. Refill all dispensers to the proper fill level	X			
D. Clean all mirrors streak free	X			
E. Use a germicidal cleanser to clean and disinfect all surfaces except chrome fixtures	X			
F. Descale all toilets and urinals using germicidal cleanser			X	
G. Chrome fixtures to be cleaned in accordance with manufacturer care instructions as directed	X			

**\*\*DAILY** – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



H. Remove all spots and spills	X			
I. Sweep floors	X			
J. Mop floors with a germicidal cleaner to disinfect	X			
K. Steam clean and disinfect restroom grout			X	
L. Strip & Wax tile flooring			X	
<b>4. ALL OTHER SURFACES AND FIXTURES</b>				Comments:
A. Dust and spot clean all areas that can be reached without the use of a ladder	X			
B. Clean all marks, smudges, dirt from all walls, doors and other vertical surfaces	X			
C. Clean all windows interior and exterior			X	
<b>5. CEILING VENTS AND FANS</b>				Comments:
A. Clean ceiling, vents and diffusers			X	
<b>6. WEEKLY REPORT</b>				Comments:
A. Fill out weekly report and submit to the Airport Authority's designated representative		X		

**\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.**



CLEANING SCHEDULE AND SERVICE RECORD				
Location: <b>Remote Areas - Booths</b>  Self-Park Structure Cashier Booth (3)  Lot A Parking Cashier Booth (2, 1 with Restroom)  Lot C Parking Cashier Booth (1 with restroom)  North SIDA Booth (1 with restroom)  West SIDA Booth (1 with restroom)	DAILY	WEEKLY	MONTHLY	FOR WEEK ENDING: _____  JANITORIAL SIGNATURE: _____  AUTHORITY SIGNATURE: _____
1. CASHIER AND SIDA BOOTHS				Comments:
A. Sweep all parking lot booths and environs and pick-up trash as needed	X			
B. Wash windows interior and exterior		X		
C. Wash and wax floors		X		
D. Dust, clean and wipe air conditioning and heating vents			X	
E. Clean light fixtures			X	
2. BOOTH RESTROOMS				Comments:
K. Empty all waste receptacles	X			
L. Wipe off and remove all spillage from all handsoap dispensers and adjacent surfaces dispensers and	X			
M. Refill all dispensers to the proper fill level	X			
N. Clean all mirrors streak free	X			
O. Use a germicidal cleanser to clean and disinfect all surfaces except chrome	X			
P. Descale toilets and urinals using germicidal cleanser			X	
Q. Chrome fixtures to be cleaned in accordance with manufacturer care instructions as directed	X			
R. Sweep floors	X			
S. Mop floors with a germicidal cleaner to disinfect	X			
T. Steam clean and disinfect restroom grout			X	
U. Strip & Wax tile flooring			X	
3. WEEKLY REPORT				Comments:
A. Fill out weekly report and submit to the Airport Authority's designated representative		X		

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



CLEANING SCHEDULE AND SERVICE RECORD				
Location: <b>Remote Areas</b>				FOR WEEK ENDING:  _____
MAINTENANCE FACILITY				JANITORIAL SIGNATURE:  _____
	DAILY	WEEKLY	MONTHLY	AUTHORITY SIGNATURE:  _____
<b>1. OFFICES AND COMMON AREAS</b>				Comments:
A. Vacuum all carpeted areas	X			
B. Sweep and mop all tile flooring	X			
C. Remove all gum and similar substances	X			
D. Empty trash receptacles	X			
E. Pick up all trash and debris	X			
F. Carpet Cleaning (Extraction Method)			X	
G. Strip & Wax tile flooring			X	
<b>2. FURNITURE</b>				Comments:
A. Dust. Remove spillage and stains	X			
B. Clean desktops, counters and tables if clear	X			
C. Polish, clean, vacuum and reposition in designated spaces	X			
<b>3. RESTROOMS</b>				Comments:
A. Empty all waste receptacles	X			
B. Wipe off and remove all spillage from all handsoap dispensers and adjacent surfaces	X			
C. Refill all dispensers to the proper fill level	X			
D. Clean all mirrors streak free	X			
E. Use a germicidal cleanser to clean and disinfect all surfaces except chrome fixtures	X			
F. Descale all toilets and urinals using germicidal cleanser			X	
G. Chrome fixtures to be cleaned in accordance with manufacturer care instructions as directed	X			
H. Remove all spots and spills	X			

**\*\*DAILY** – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



I. Sweep floors	X			
J. Mop floors with a germicidal cleaner to disinfect	X			
K. Steam clean and disinfect restroom grout			X	
L. Strip & Wax tile flooring			X	
<b>4. ALL OTHER SURFACES AND FIXTURES</b>				Comments:
A. Dust and spot clean all areas that can be reached without the use of a ladder	X			
B. Clean all marks, smudges, dirt from all walls, doors and other vertical surfaces	X			
C. Clean all windows interior and exterior			X	
<b>5. CEILING VENTS AND FANS</b>				Comments:
A. Clean ceiling, vents and diffusers			X	
<b>6. BREAKROOM KITCHEN</b>				Comments:
A. Empty and clean waste receptacles	X			
B. Dust and clean furniture and countertops and tables	X			
C. Mop floors	X			
D. Wash and Wax floors			X	
<b>7. WEEKLY REPORT</b>				Comments:
A. Fill out weekly report and submit to the Airport Authority's designated representative		X		

**\*\*DAILY** – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



CLEANING SCHEDULE AND SERVICE RECORD				
Location: <b>Specialty Items</b>  PET RELIEF AREA (High Traffic Public Areas)	DAILY	WEEKLY	MONTHLY	FOR WEEK ENDING: <hr/> JANITORIAL SIGNATURE: <hr/> AUTHORITY SIGNATURE: <hr/>
PET RELIEF CARPET				Comments:
A. Wash and rinse artificial grass.	X			
B. Add pet relief poop/pee pads under relief artificial grass.	X			
C. Mop floors with a germicidal cleaner to disinfect.	X			
D. Empty trash receptacles.	X			
E. Pick up all trash and pet debris.	X			

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



CLEANING SCHEDULE AND SERVICE RECORD					
Location: <b>Specialty Items</b>	DAILY	WEEKLY	MONTHLY	FOR WEEK ENDING:	
_____					
JANITORIAL SIGNATURE:					
MAMAVA UNITS				_____	
(High Traffic Public Areas)				AUTHORITY SIGNATURE:	
				_____	
MAMAVA UNITS				Comments:	
A. Sweep floors.	X				
B. Mop floors with a germicidal cleaner to disinfect.	X				
C. Pick up all trash and debris.	X				
D. Wipe & Dust. Inside and Outside.	X				

\*\*DAILY – Please reference Exhibit D to reference “daily” requirements based on volume of usage in the high traffic areas.



**EXHIBIT C**  
**Service Area Drawings**



MAINTENANCE BUILDING

# JANITORIAL SERVICE AREAS



REMOTE CLEANING AREAS

BUILDING 36 SECOND FLOOR

HANGAR 34 WEST  
SIDE OFFICES

LOT A BOOTHS - (2), ONE  
WITH RESTROOM

NORTH SITA BOOTH  
WITH RESTROOM

LOT C BOOTH  
WITH RESTROOM

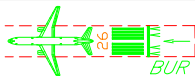
TERMINAL AREA

WEST SITA BOOTH  
WITH RESTROOM

PARKING STRUCTURE  
EXIT BOOTHS (3), NO  
RESTROOMS

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DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY



AIRPORT AUTHORITY APPROVAL

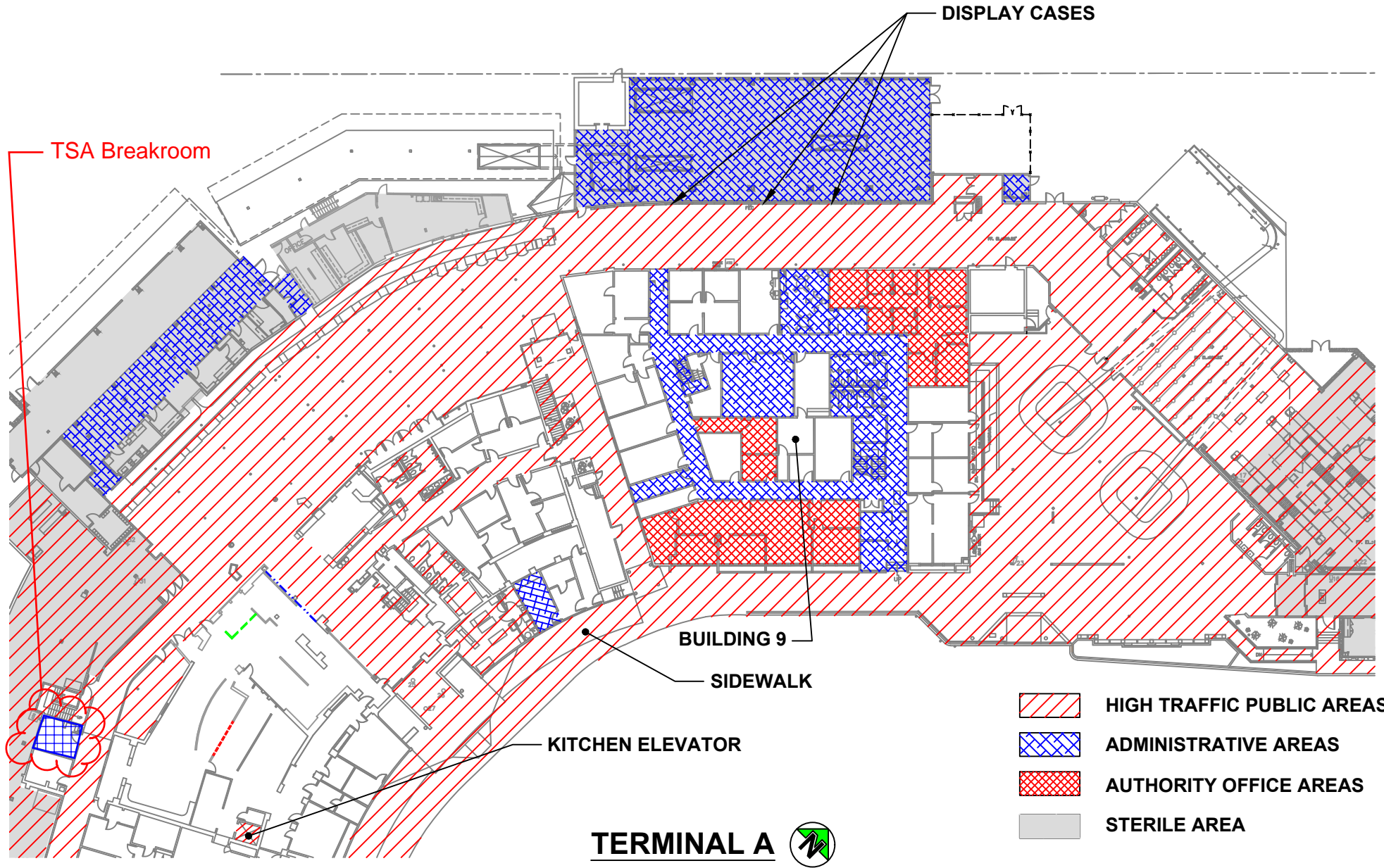
PROJECT:  
JANITORIAL SERVICE AREAS  
SUB ATTACHMENT A-2

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KEY PLAN

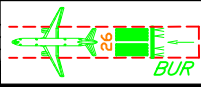
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DRAWN BY: D.L.	1
CHECKED BY:	DF 8
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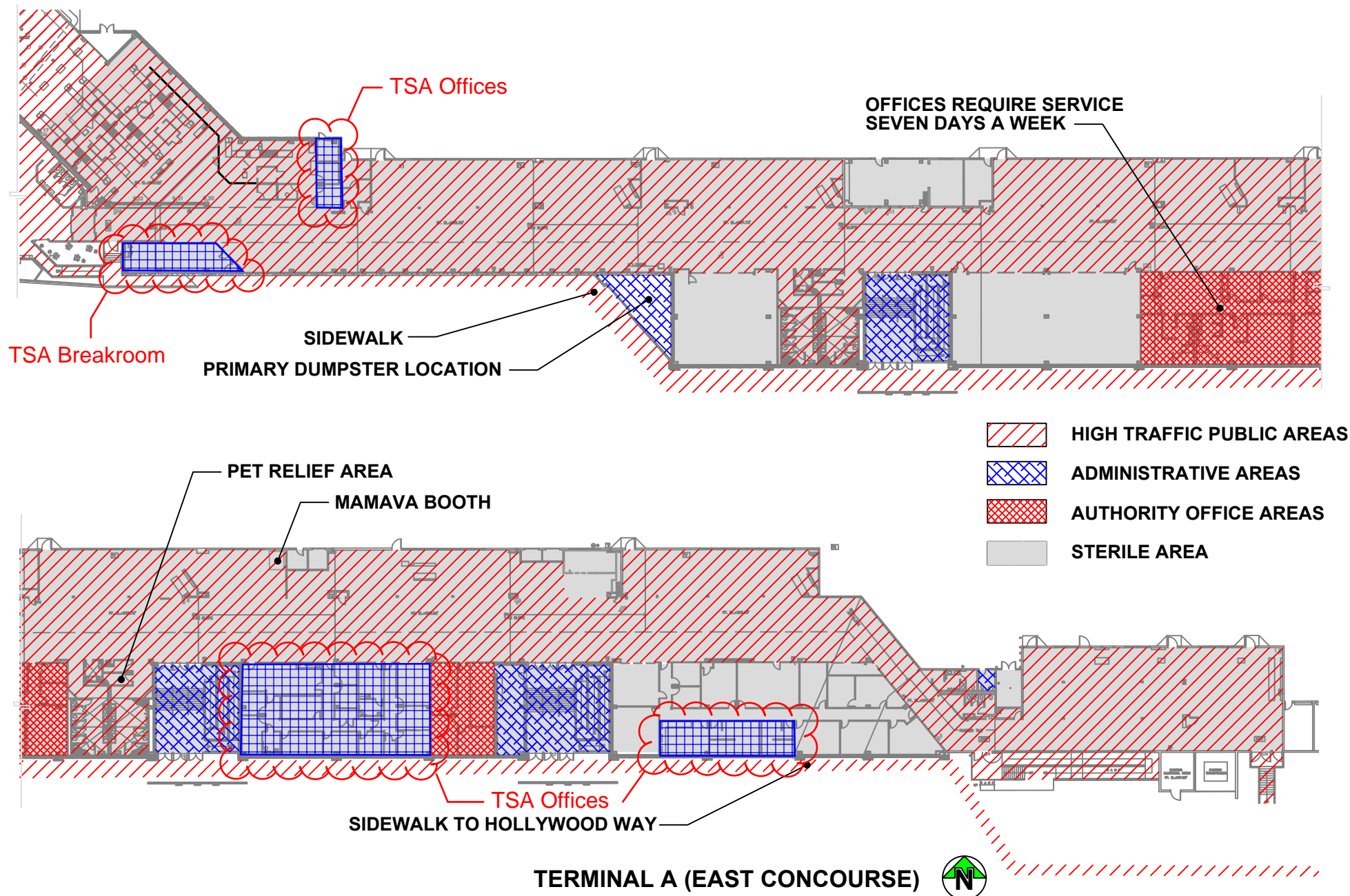
PROJECT:  
JANITORIAL SERVICE AREAS  
SUB ATTACHMENT A-2

SHEET TITLE:  
TERMINAL 'A' AREA

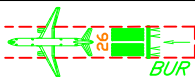
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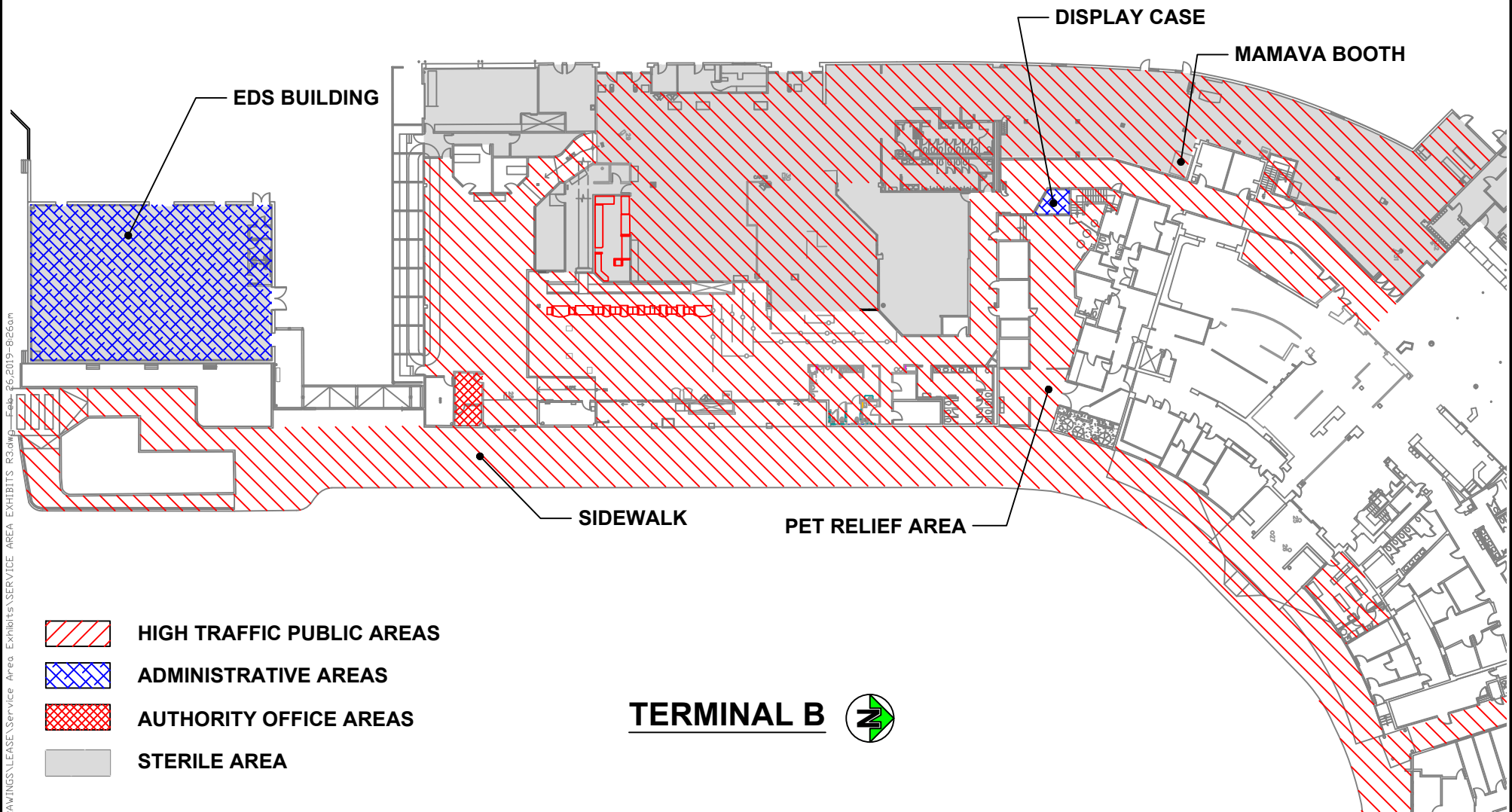
PROJECT:  
JANITORIAL SERVICE AREAS  
SUB ATTACHMENT A-2

SHEET TITLE:  
TERMINAL A (EAST CONCOURSE)  
AREA

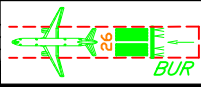
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AIRPORT AUTHORITY APPROVAL





PROJECT:  
JANITORIAL SERVICE AREAS  
SUB ATTACHMENT A-2

SHEET TITLE:  
TERMINAL B AREA

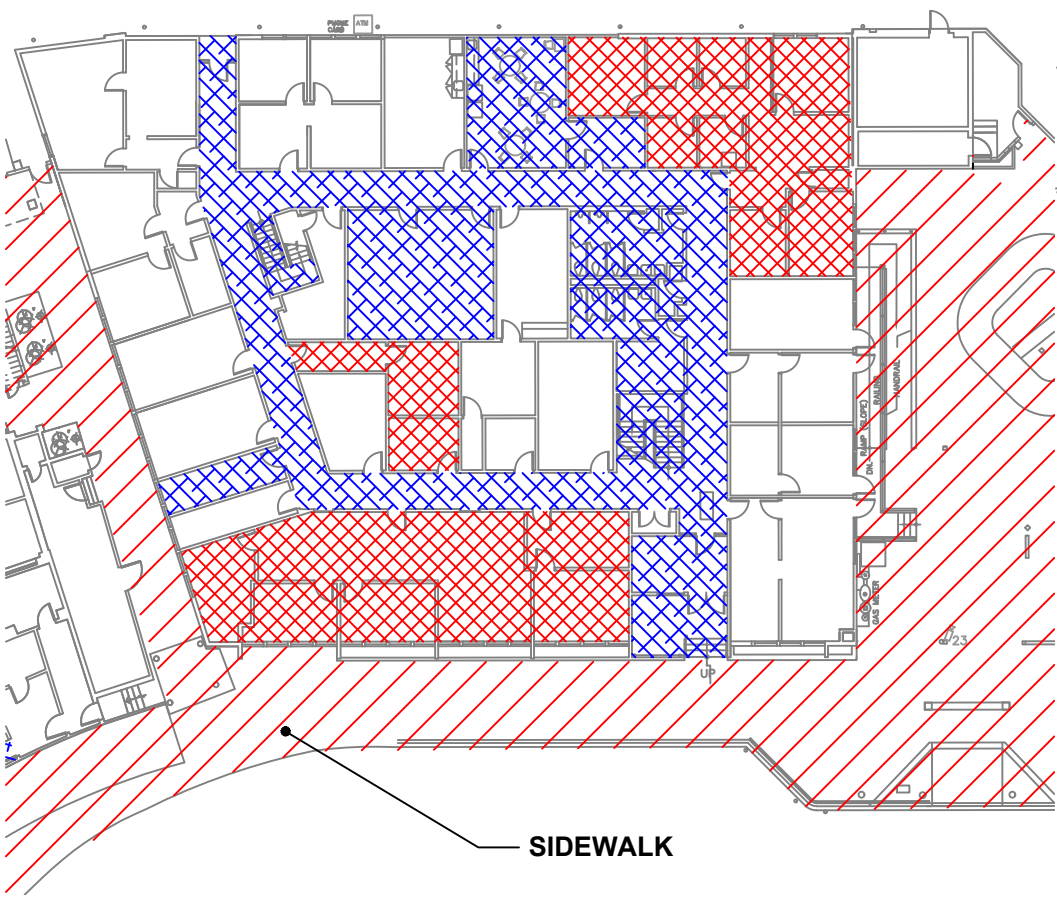
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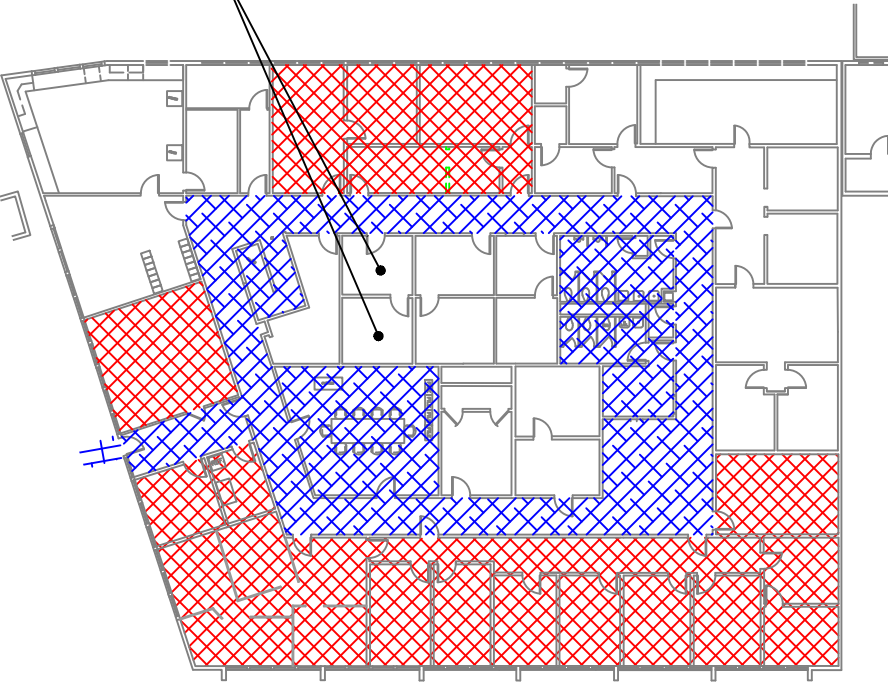
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-  **HIGH TRAFFIC PUBLIC AREAS**
-  **ADMINISTRATIVE AREAS**
-  **AUTHORITY OFFICE AREAS**
-  **STERILE AREA**

**PROPOSED JANITORIAL  
OFFICE SPACE FOR RENT**



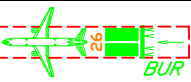
**BUILDING 9 FIRST FLOOR**



**BUILDING 9 SECOND FLOOR**



DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY



AIRPORT AUTHORITY APPROVAL

PROJECT:  
JANITORIAL SERVICE AREAS  
SUB ATTACHMENT A-2

SHEET TITLE:  
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DATE:  
02/19  
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D.L.  
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OF 8

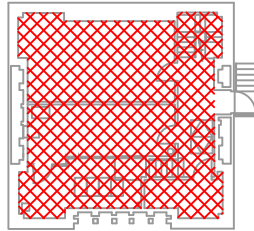


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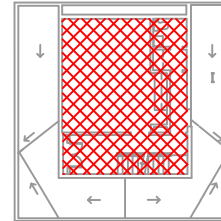
BLDG. 10 THIRD FLOOR



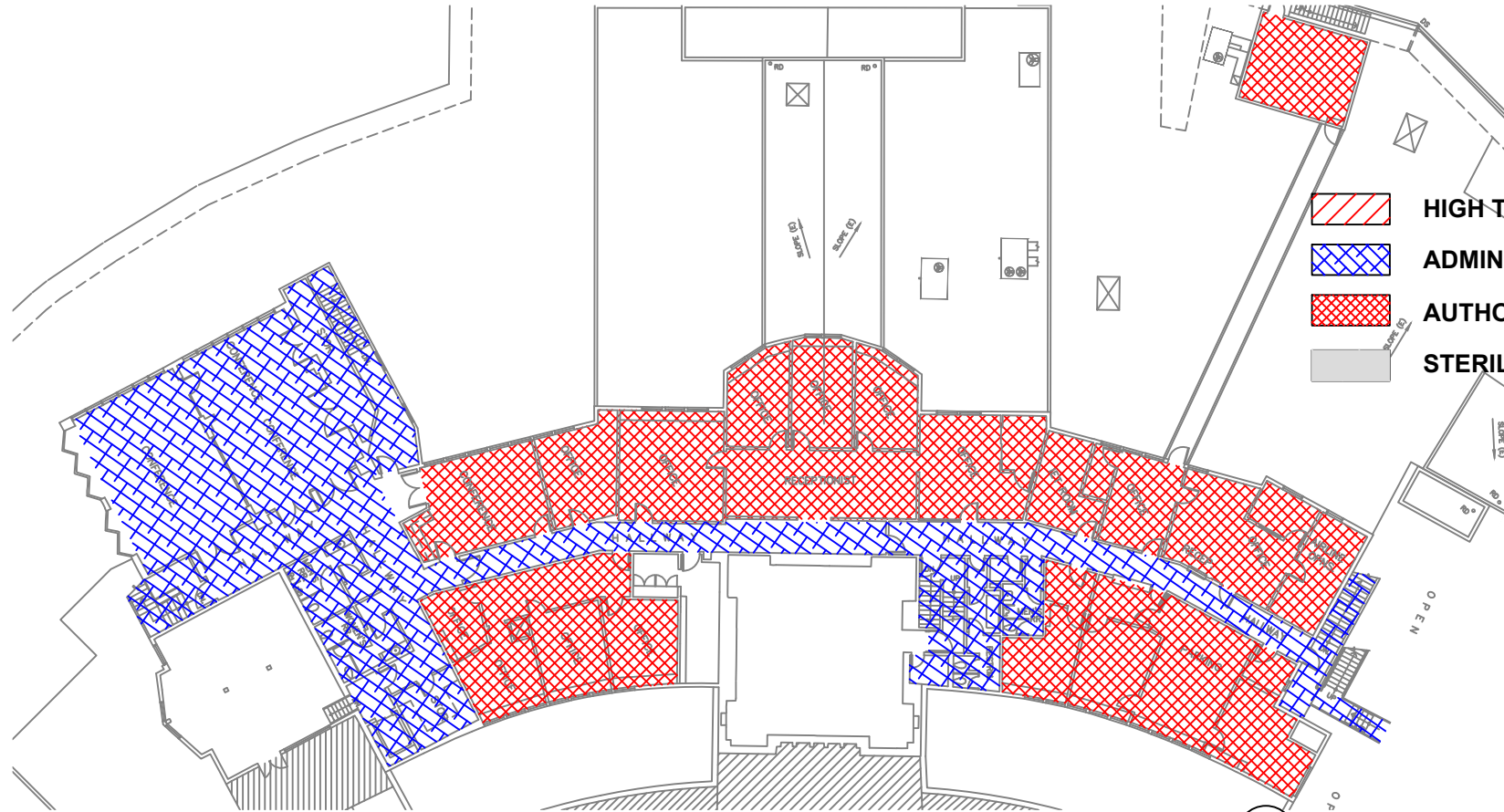
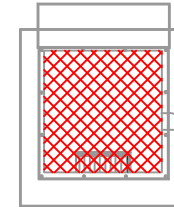
BLDG. 10 FOURTH FLOOR







BLDG. 10 FIFTH FLOOR



BLDG. 10 SIXTH FLOOR

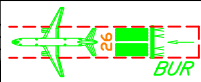


-  HIGH TRAFFIC PUBLIC AREAS
-  ADMINISTRATIVE AREAS
-  AUTHORITY OFFICE AREAS
-  STERILE AREA

BUILDING 10 SECOND FLOOR



DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY



AIRPORT AUTHORITY APPROVAL

PROJECT:  
JANITORIAL SERVICE AREAS  
SUB ATTACHMENT A-2

SHEET TITLE:  
BUILDING 10 AUTHORITY  
OFFICE AREA

DATE: 02/19	SHEET No: 6
DRAWN BY: D.L.	OF 8
CHECKED BY:	REV:

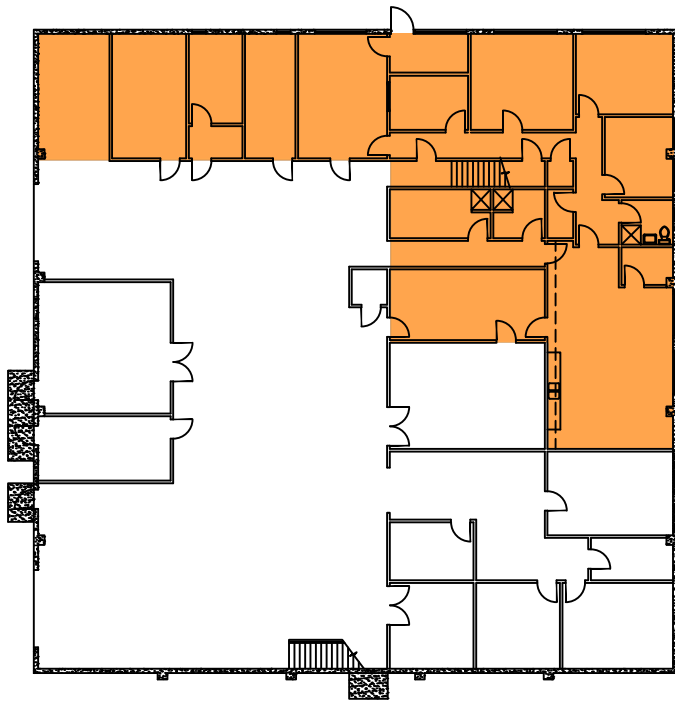




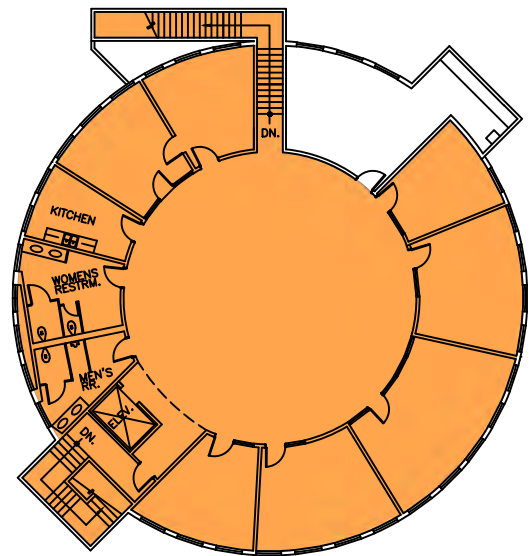


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 REMOTE CLEANING AREAS



**MAINTENANCE BUILDING FLOOR PLAN**

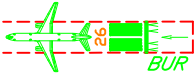


**BUILDING 36 SECOND FLOOR PLAN**

**REMOTE AREAS**



DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY



AIRPORT AUTHORITY APPROVAL

PROJECT:  
JANITORIAL SERVICE AREAS  
SUB ATTACHMENT A-2

SHEET TITLE:  
REMOTE AREAS

DATE: 02/19	SHEET No:
DRAWN BY: D.L.	8
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**EXHIBIT D**  
**Cleaning Specifications**



## CLEANING SPECIFICATIONS

The purpose of cleaning is to remove foreign debris, trash, dust, dirt, marks, scuffs or other unwanted substances and prevent build-up from developing to levels which creates an unsightly appearance or foul odor. Cleaning frequency is based on the volume of area usage and is dependent on airline flight scheduling and employee schedules.

Cleaning frequency is based on usage and shall be provided as necessary to maintain the Authority's goal of providing an exceptionally clean facility for passengers and employees. The following use categories are referenced throughout the specification to describe type of use each facility experiences in order to define minimum cleaning frequencies. It may be necessary to clean more frequently than described below. All areas shall be regularly monitored to ensure compliance with the Authority's goal of maintaining an exceptionally clean facility.

The facility operates 365 days per year. Passenger volumes fluctuate both throughout the week and seasonally. Frequency of cleaning services shall be provided such that the facility always remains exceptionally clean.

### 1. HIGH TRAFFIC PUBLIC AREAS

The Airport experiences several periods of heavy traffic every day. Concentrated efforts to clean and inspect the gate hold rooms and restroom facilities must occur frequently (no more than 20 minute intervals) throughout these peak times and periodically during the remainder of the operating hours. An inspection report must be signed by the inspecting party to verify that the inspection occurred. Care must be taken not to interfere with passenger's use of the facilities. Additionally, cleaning must be accomplished by the use of acceptable methods which will not impair the ability of Authority, Airline, TSA or other employee personnel to conduct business.

### 2. ADMINISTRATIVE (NON-PUBLIC) AREAS

Hallways, restrooms, conference rooms, break-rooms and baggage screening areas that are generally not accessible to the public and used primarily by Authority, Airline, TSA and other employees. Use of the administrative areas is typically from 4:00 AM to 11:00 PM. Restrooms in administrative areas shall be checked and cleaned regularly throughout the day. Care must be taken not to interfere with employees and or their operations.

### 3. AUTHORITY OFFICES

Authority offices are typically occupied from 7:00 AM to 5:00 PM Monday through Friday with the exception of Police offices in the Terminal A East Concourse and Remote Area offices which are occupied 7 days per week and require service daily. The Authority



offices must be cleaned outside of normal business hours; however it may be necessary to respond to special cleaning requirements during normal business hours. Cleaning of all Authority offices must be accomplished prior to the beginning of the next business day. Cleaning must be accomplished by the use of acceptable methods which will not impair the ability of Authority personnel to conduct business. Cleaning shall be done in a manner that will minimize any disruption of papers or work product that may be within the Authority offices. Timing of cleaning shall be coordinated with occupants and occur on a regular schedule.

#### 4. REMOTE AREA

Building 36, Hangar 34 Office Areas, SIDA Booths, Parking Booths, and the Maintenance Department Building are on airport property but are not immediately adjacent to the Terminal Building. These areas shall follow the cleaning specification from Exhibit D. These facilities are occupied 24 hours a day, 7 days a week and require service daily. Timing of cleaning shall be coordinated with occupants and occur on a regular schedule. It is only necessary to service remote areas once per day.

#### RESTROOM CLEANING SPECIFICATIONS

- Empty all waste receptacle. Clean exterior and interior of receptacle with a disinfectant/antibacterial to maintain cleanliness.
- Check and refill soap, air deodorizer, dispensers and add supplies as needed throughout the operating day.
- Clean and disinfect with a germicidal detergent; mirrors, walls, partitions and furnishings on a daily basis.
- Clean and disinfect with a germicidal agent all wash basins, toilets, urinals and toilet partitions and floors on a daily basis except chrome fixtures.
- Clean chrome fixtures in accordance with manufacturer care instructions as provided by the Airport Maintenance Department.
- De-scale with a cleaner specifically designed to eliminate buildup, all toilets and urinals on a weekly basis.
- Steam clean and disinfect restroom floors and walls on a monthly basis.

#### LOBBY, PUBLIC HALLWAYS, HOLD ROOMS

- Empty all waste receptacle. Clean exterior and interior of receptacle with a disinfectant/antibacterial to maintain cleanliness.
- Keep gate holding rooms and hallways free of trash and debris. This should be ongoing with a heavy emphasis after the gate hold room is emptied.
- Keep ticket lobbies, baggage claim rooms and hallways free of trash and debris. This should be ongoing with a heavy emphasis after large influxes of passengers have passed through these areas.



- Wipe and dust seats to keep them free of foreign substances that may have been spilled or deposited on them. This should be ongoing with a heavy emphasis after the gate hold room is emptied.
- Polish chrome legs and parts. Thoroughly clean seats with authorized upholstery cleaner.
- Keep passenger seating neat and organized. Return any moved seating to its original location.
- Wipe and disinfect all walls, window sills, doors, door handles and other surfaces to keep them free of dust, dirt marks and scuffs.
- Spot clean carpets as needed to clean unsightly spills.
- Clean, wipe and dust gate ticket counters, gate podiums, ticket lobby ticket counters and ticket kiosks. Also, empty trash receptacles at gate counters and podiums frequently.
- Clean windows to remove all dirt, dust marks and smudges.
- Clean, wipe and dust all drinking fountains, advertising signs, display cases, railings, counters, display racks.
- Keep carpeted areas and tile flooring clean and free of dirt and debris. This applies to all flooring including behind the ticket counter. Care must be taken not to interfere with airline personnel and or their operations.
- Dust and clean air conditioning and heating vents.

#### ADMINISTRATIVE AREA HALLWAYS, BREAKROOMS, MEETING ROOMS

- Empty all waste receptacle. Wipe entire exterior of receptacle with a disinfectant/antibacterial to prevent undesirable odor.
- Keep common areas, meeting rooms, hallways, restrooms, lunch room, offices and reception area free of trash and debris.
- Wipe and disinfect all walls, window sills, doors, door handles and other surfaces to keep them free of dust, dirt marks and scuffs.
- Spot clean carpets as needed to clean unsightly spills.
- Return any moved seating, tables or other small furnishings to their original location.
- Clean windows to remove all dirt, dust marks and smudges.
- Keep carpeted areas and tile flooring clean and free of dirt and debris.
- Vacuum all carpeted areas including offices, hallways, reception area and locker room.
- Sweep and mop all tile flooring including hallways, lunch room.
- In kitchen, check and/or refill soap, paper towels, and other supplies as needed.
- Clean kitchen counters and lunch tables with a disinfectant cleaner.
- Strip, clean and wax linoleum and tile floors on an as needed basis.
- Turn off coffee makers at the end of the day.



## EXTERIOR SIDEWALKS, ISLANDS

- Empty all waste receptacle and ashcans. Clean exterior and interior of receptacle with a disinfectant/antibacterial to maintain cleanliness.
- Sweep and pick up trash and debris from sidewalk and islands.
- Remove all gum, stickers, spills and stains from sidewalk, seating, rails and islands.
- Wipe and dust seating and all shuttle stops.
- Pressure wash exterior sidewalks and islands on an as needed basis.
- Terminal Canopies: Wash and clean canopies with mild cleaning solution and rinse with recycled water.

## ELEVATORS, ESCALATORS, MOVING WALKWAY AND ADJACENT AREAS

### ELEVATORS:

- Brush particles and debris out of tracks. Use vacuum if necessary.
- Clean walls and doors. Remove all gum, stickers, and stains.
- Sweep, mop, and maintain floors. Remove gum and debris.

### ESCALATORS:

- Remove dust and debris.
- Clean glass.
- Wipe and clean rubber handrails.
- Dust and Wipe all rails and trim along the escalator.

### MOVING WALKWAY:

- Remove dust and debris.
- Clean glass.
- Wipe and clean rubber handrails.
- Dust and Wipe all rails and trim along the escalator.

### ADJACENT AREAS:

- Empty all waste receptacle. Clean exterior and interior of waste receptacle with a disinfectant/antibacterial to maintain cleanliness.
- Sweep and pick up trash and debris from concrete walkway.
- Remove all gum, stickers, spills and stains from concrete walkway, and seating.
- Wipe and dust seating and side paneling along the concrete walkway.
- Pressure wash concrete walkway, on an as needed basis.

## MAMAVA LACTATION PODS

- Wipe and dust walls, seating and door.
- Pick up trash and debris.



- Sweep and mop floor with germicidal cleaner to disinfect.
- Wipe and clean mirror.

### PET RELIEF AREA

- Empty all waste receptacle. Clean exterior and interior of waste receptacle with a disinfectant/antibacterial to maintain cleanliness.
- Sweep and pick up trash and debris.
- Wash and rinse artificial grass.
- Add pet relief poop/pee pads under artificial grass.
- Wipe and clean artificial grass containment pan with germicidal cleaner to disinfect.
- Mop floors with germicidal cleaner to disinfect.
- Wipe and clean walls with germicidal cleaner to disinfect.

### PARKING LOT CASHIER BOOTHS

- Sweep and mop all parking lot booths.
- Pick up trash and debris.
- Wipe and dust walls and door.
- Dust and clean air conditioning and heating vents.
- Dust light fixtures.
- Wipe and wash windows of interior and exterior of booth.

### BOOTH RESTROOM CLEANING SPECIFICATIONS

- Empty all waste receptacles, clean all mirrors (streak-free), add supplies as necessary, and remove all spills and spots.
- Check and/or refill soap, air deodorizer and dispensers.
- Clean and disinfect with a germicidal detergent mirrors, walls, partitions and furnishings on a daily basis.
- Clean and disinfect with a germicidal agent all wash basins, toilets, and toilet partitions and floors on a daily basis except chrome fixtures.
- De-scale with a cleaner specifically designed to eliminate buildup, all toilets and urinals on a weekly basis.
- Clean chrome fixtures in accordance with manufacturer care instructions as provided by the Airport Maintenance Department.

### SIDA BOOTHS

- Sweep and mop all parking lot booths.
- Pick up trash and debris.
- Wipe and dust walls and door.
- Dust and clean air conditional and heating vents.
- Dust light fixtures.
- Wipe and wash windows of interior and exterior of booth.



**EXHIBIT E**  
**Carpet Cleaning Specifications**



## CARPET CLEANING SPECIFICATIONS

This specification covers the minimum requirements pertaining to carpet cleaning at Hollywood Burbank Airport.

The selected Contractor must adhere to the following areas which are referenced as minimum requirements only:

1. Consistent Vacuuming Schedule – All high traffic areas must be vacuumed at least once daily. Vacuums should have a beater bar head that is properly adjusted and the bag should be emptied when it becomes 2/3 full. The vacuum must be allowed sufficient time on the carpet to remove soil. The vacuum must be equipped with a high efficiency collection bag for soil collection down to two microns, and maximum airborne soil control.

Vacuuming may be performed throughout the day on an as needed basis; however, it is incumbent upon the Contractor to determine appropriate slack periods and peak periods in order to minimize interference with passengers.

2. Perpetual Spot and Stain Treatment and Removal – Immediate attention must be given to any material that is spilled or dropped on the carpet. All janitorial personnel must be trained in proper spot cleaning to minimize long-term impact on the appearance of the carpet.
3. Carpet Cleaning – Carpets in all service areas shall be cleaned using the extraction method on an as add needed basis. This cleaning must be coordinated with Airport Authority to ensure no impact on daily operations.
4. General Appearance – The overall appearance of the carpet is paramount. The Contractor must be capable of attending to appearance problems above and beyond the established carpet cleaning schedule, should the Authority deem this necessary.
5. Hours of Carpet Cleaning – Carpet cleaning, except vacuuming and spot cleaning, must be accomplished outside of normal operating hours. This will normally be 10:00 P.M. to 5:00 A.M., however fluctuations in flight arrival and departure times may impact this schedule. This limited window will affect the selection of cleaning methods since “wet” methods will not have a substantial amount of time to dry before traffic resumes. It is not acceptable to close any area during operating hours to accommodate carpet cleaning or drying of wet areas.
6. Selection of Cleaning Method – The Contractor must use the extraction method of carpet cleaning unless otherwise approved by the Airport Maintenance Department. In the event the Airport Maintenance Department determines there is a special need, the contractor must have the ability to perform multiple cleaning methods and may be called upon to alter its cleaning method.



“Bonnet” cleaning methods shall not be used.

7. Compliance with Industry Standards – The contractor must provide carpet cleaning in compliance with the standards developed by the International Institute of Carpet and Upholstery Certification (IICUC) in the IICUC Carpet Cleaning Standard entitled “Standard Reference Guide for Professional On-location Cleaning of Installed Textile Floor Covering Materials S001-1991.” Contractor staff should be properly trained on carpet cleaning methods and the use of carpet cleaning equipment. Authority may ask for proof of such training.



**EXHIBIT F**  
**Restroom Service Records**



# RESTROOM SERVICE RECORD

LOCATION \_\_\_\_\_

[illegible]

RESTROOM SERVICE RECORDS SHALL BE POSTED IN EVERY BATHROOM



**EXHIBIT G**  
**Fee Schedule**



# COST PROPOSAL

## COST SOLUTION APPROACH

Our team has fully evaluated the requirements of the scope of work and has positioned a competitive cost proposal. The costs below are inclusive of all necessary labor related expenses, equipment, communications, supplies, tools, and overhead & profit.

We've evaluated the historical and projected spend of supplies & consumables and are proposing an annual budget of \$302,400. This budget is inclusive of a 5% fee. During the transition, our team will evaluate the current supply program and make efficiency recommendations. Any savings from these adjustments will of course also be directly passed onto BGPAA.

## NOTES & ASSUMPTIONS

We have the following costing notes and assumptions within our cost proposal:

- The current Union site agreement is expired and is pending negotiations. However, historical increases have been evaluated and projected increases of wages & benefits have been included within our proposed costs.
- Costing includes PTO replacement and is based on all Full-time employees working 2,080 hours.

Year 1 Pricing	Monthly Hours	Fully Burdened Hourly Rate	Monthly Cost	Annual Cost
Site Manager	173.33	\$65.52	\$11,357.31	\$136,287.71
Supervisor	520.00	\$42.26	\$21,974.51	\$263,694.16
Lead Custodian 1st & 2nd	346.67	\$35.90	\$12,445.81	\$149,349.75
Lead Custodian 3rd Shift	173.33	\$36.26	\$6,285.61	\$75,427.34
Custodians 1st & 2nd Shift	2600.00	\$34.58	\$89,909.27	\$1,078,911.27
Custodians 3rd Shift	693.33	\$34.72	\$24,074.90	\$288,898.78
Custodians - Special Projects	693.33	\$35.43	\$24,564.62	\$294,775.45
<b>Total Staff Monthly Hours</b>	5200		\$190,612.04	\$2,287,344.47
<b>Supplies &amp; Consumables</b>			\$25,200.00	\$302,400.00
<b>Total Cost</b>			<b>\$215,812.04</b>	<b>\$2,589,744.47</b>



**EXHIBIT H**  
**Displaced Janitor Opportunity Act Excerpt**



DISPLACED JANITOR OPPORTUNITY ACT  
(California Labor Code Section 1061)

- (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.
- (2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.
- (3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.
- (b)(1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.
- (2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.



- (3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.
- (c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.
- (d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.
- (e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.
- (f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.



**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 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.



## **PROFESSIONAL SERVICES AGREEMENT**

(Burbank-Glendale-Pasadena Airport Authority / Renne Public Law Group, LLP)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated August 21, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Renne Public Law Group, LLP, dba Renne Public Policy Group (“Consultant”), a California limited liability partnership.

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

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: advisory and advocacy service related to legislative policy issues.

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

B. “Commencement Date”: September 1, 2023.

C. “Contract Administrator”: Pamela Marcello or a duly authorized designee.

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

E. “Expiration Date”: August 30, 2026, unless extended as provided below.

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

G. “Fee Schedule”: the fee schedule set forth in the attached Exhibit B, subject to adjustment as provided below.

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 C.



J. “Liabilities”: 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.

K. “Services”: the tasks set forth in the attached Exhibit A.

L. “TBI”: TBI Airport Management, Inc.

## **2. Services.**

A. Consultant shall perform the Services in a timely, regular basis in accordance with 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. The base term of this Agreement shall be three years commencing on the Commencement Date and expiring on the Expiration Date, unless earlier terminated as provided herein.

B. The Authority shall have two options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, the Authority shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

C. 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 according to the Fee Schedule. Additionally, the Authority shall reimburse Consultant for expenses according to the Fee Schedule.



B. Commencing in Year 2 of this Agreement, Consultant may request an annual adjustment to the all-inclusive hourly rate effective, based on an increase in the Consumer Price Index for the preceding twelve (12) months for the Los Angeles area (all indices) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or by 5%, whichever is less. Submission of proposed CPI-adjusted rates shall be submitted by Consultant for consideration no later than July 1 of each year to be considered by the Authority. Missing this deadline shall mean Consultant has waived its right to request a CPI-adjustment for the coming year's services. Each CPI-adjustment shall require approval by the Authority Commission, which shall have absolute discretion.

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

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. Indemnification.**

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any 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.

**12. 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.

**13. 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.

**14. 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

Consultant  
Renne Public Law Group, LLP  
350 Sansome Street, Floor 3  
San Francisco, CA 94104



Attn: Pamela Marcello  
E-mail: [pmarcello@bur.org](mailto:pmarcello@bur.org)

Attn: Dane Hutchings  
E-mail: [dhutchings@publicpolicygroup.com](mailto:dhutchings@publicpolicygroup.com)

**15. 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. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Consultant from utilizing subcontractors identified in Consultant's proposal for the Services. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

**16. 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.

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

**18. 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.

**19. 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.

[SIGNATURES ON FOLLOWING PAGE]



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

**Renne Public Law Group, LLP dba Renne Public Policy Group**

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

Print Name: Jonathan V. Holtzman

Title: Managing Partner

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Felicia Williams, President

Approved as to form:

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



**EXHIBIT A**  
**Scope of Services**

(attached)



## **EXHIBIT A – SCOPE OF SERVICES**

- A-1. Purpose:** The Authority is entering into this Agreement to obtain advisory and advocacy services related to legislative policy issues under consideration by State elected officials and State agencies. Consultant will assist the Authority in monitoring and advocating on legislative and regulatory proposals with potential impact to the Authority and the Airport.
- A-2. Scope of Consultant's Responsibilities, Consultant-Provided Services and Consultant-Provided Deliverables.** In accordance with and at the direction and approval of the Authority, Consultant shall provide the following Services.
- A. Services:** Consultant shall assist the Authority by advising and advocating on public policy issues under consideration by State elected officials and State agencies. Consultant shall monitor and advocate on legislative and regulatory proposals of interest to the Authority and provide the Authority with frequent updates on these activities. Consultant shall coordinate meetings and establish ongoing relationships with key State officials and decision makers. Specifically, Consultant shall:
1. Monitor and keep Authority staff informed of existing and proposed State legislative and regulatory policy issues and actions that would positively or negatively impact the Authority, the Airport or other Authority interests.
  2. Proactively identify opportunities to develop legislation and regulations that will benefit the Authority, the Airport or other Authority interests.
  3. Prepare comments or otherwise respond to proposed legislative changes, regulatory changes and other State actions that may impact the Authority, the Airport or other Authority interests.
  4. Develop and update the Authority's annual legislative agenda and develop strategies necessary for its implementation.
  5. Maintain liaison between the Authority and its delegation in the Legislature and provide assistance to the delegation in any matter that furthers the objectives of its legislative agenda.
  6. Serve as a liaison between the Authority and the Legislature, the Governor, and other officials in State government as identified by the Authority.
  7. Proactively promote the Authority's position on policy matters to elected officials, their staffs, and other decision makers through personal contact, written correspondence, and/or testimony.
  8. Prepare letters in support of the Authority's position to members of the State Legislature, Legislative committees, Executive Branch agencies or other key stakeholders and forward to the Authority for approval and signature.



9. Provide copies of bills, amendments, committee reports and analyses, regulations, or other information available that is related to the Authority's interests, when requested.
10. Prepare testimony to be presented by Authority Commissioners or staff before legislative or regulatory bodies.
11. Arrange and attend meetings with State officials and help establish relationships between State legislators or State agency representatives and the Authority.
12. Proactively identify opportunities and provide assistance to obtain grants for capital projects, environmental initiatives and other airport-related programs and projects.
13. Attend Authority Commission and Committee meetings, management meetings, staff briefings, or other meetings when requested.
14. Develop and participate in strategic coalitions with associations and governmental organizations in furtherance of the Authority's legislative agenda as requested.
15. Register, on behalf of the Authority, with the necessary State officers and agencies, and comply with all reporting requirements mandated by the Fair Political Practices Commission, and any other legal requirements.
16. Provide frequent written updates to the Authority on activities related to all items listed above.

**B. Supplemental Work:** If and when the Authority requests Consultant to provide services in addition to those specified above, Consultant shall develop a work plan detailing the specific tasks to be completed and providing a detailed not-to-exceed budget for performing such tasks. Consultant shall not perform any Supplemental Work until the Authority has issued a written notice-to-proceed with the execution of the work plan. Consultant will not be authorized to perform or invoice the Authority for any work not specifically authorized in the notice-to-proceed.

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**EXHIBIT B**  
**Fee Schedule**

(attached)



In accordance with RFP requirements and as detailed in Exhibit B of the propped service agreement, RPPG proposes a flat retainer fee for all services outlined. This proposed pricing includes all work performed by RPPG primary staff, advisors, and operational/administrative support and also includes all costs associated with the quarterly filings required by the Fair Political Practices Commission.

<b>State Legislative and Advocacy Consulting Services</b>	<b>\$8,300.00 per month</b>	<b>(\$99,600 annually)</b>
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This does not include travel-related expenses which would only be assessed as detailed in Exhibit B, Section B-2 of the proposed service agreement.

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## **EXHIBIT C**

### **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 D**  
**Non-AIP Project Federal Requirements**

For purposes of this Exhibit, the term “Contractor” means “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.