

October 12, 2023

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, October 16, 2023, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

The following is an additional teleconference location for this meeting:

LL Bean Courtyard 95 Main St. Freeport, ME 04032

In addition to attending the meeting in person, members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

Dial in: (818) 862-3332

Terri Williams, Board Secretary Burbank-Glendale-Pasadena Airport Authority

# BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of October 16, 2023 9.00 A.M.

The public comment period is the opportunity for members of the public to address the Commission on agenda items and on airport-related non-agenda matters that are within the Commission's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached.

Members in-person attendance or participation at meeting of the Commission is allowed, members of the public are requested to observe the following rules of decorum:

- Turn off cellular telephones and pagers.
- Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.
- If you desire to address the Commission during the public comment period, fill out a speaker request card and present it to the Board Secretary.
- Confine remarks to agenda items or to airport-related non-agenda matters that are within the Commission's subject matter jurisdiction.
- Limit comments to three minutes or to such other period of time as may be specified by the presiding officer.

The following activities are prohibited:

- Allocation of speaker time to another person.
- Video presentations requiring use of Authority equipment.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Commission less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.

### AGENDA

### Monday, October 16, 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

(i) September 6, 2023

[See page 1]

- 2) Operations and Development Committee
  - (i) September 18, 2023

[See page 4]

- 3) Legal, Government and Environmental Affairs Committee
- (i) September 18, 2023

[See page 7]

b. Commission Minutes (For Approval)

1) October 2, 2023

[See page 9]

c. Approval of the Second Extension Deferral of Art Covenant Agreement City of Burbank

[See page 21]

[See page 17]

d. Exercise of Second Extension Option
Landscape Maintenance Services Agreement
Parkwood Landscape Maintenance, Inc.

[See page 24]

e. Travel Authorization for Attendance At:
Routes Americas 2024 Air Service Development Forum;
Passenger Terminal Expo and Conference; and
Joint Board Meeting of Airports Council International Europe
and Airports Council International North America

f.	Approval of Deposit for Plan Check Fees Replacement Passenger Terminal Project	[See page 27]
g.	Award of Contracts Emergency Telecom Alerting System Replacement	[See page 29]
h.	Waste Hauling and Recycling Services Agreement Extension	[See page 32]
i.	August 2023 Passenger and Cargo Statistics	[See page 38]
i	August 2023 Ground Transportation Summary of Activities	

- j. August 2023 Ground Transportation Summary of Activities
- k. August 2023 Parking Revenue Statistics
- 6. ITEMS FOR COMMISSION APPROVAL
  - a. FY 2023 (12 month) Financial Update
- 7. ITEMS FOR COMMISSION DISCUSSION
  - a. Policy Discussion Posting of Presentations on Airport Website
  - b. Airport Economic Impact Study
- 8. ITEMS FOR INFORMATION
  - a. Airport Carbon Accreditation ("ACA") Level 2 Award
- 9. CLOSED SESSION
  - a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (California Government Code Section 54957(b))
     Title: Executive Director
  - b. CONFERENCE WITH LABOR NEGOTIATOR (California Government Code Section 54957.6)
    Authority Representative: Terence R. Boga, Esq. Unrepresented Employee: Executive Director
- 10. ITEMS PULLED FROM CONSENT CALENDAR
- 11. EXECUTIVE DIRECTOR COMMENTS
- 12. COMMISSIONER COMMENTS

  (Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for future meeting.)
- 13. PUBLIC COMMENT
- 14. ADJOURNMENT

### COMMISSION NEWSLETTER

Monday, October 16, 2023

# [Regarding agenda items]

#### 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 September 6, 2023; approved minutes of the Operations and Development Committee meeting of September 18, 2023; and approved minutes of the Legal, Government and Environmental Affairs Committee meeting of September 18, 2023, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the October 2, 2023, Commission meeting minutes are attached for the Commission's review and approval.
- c. APPROVAL OF THE SECOND EXTENSION DEFERRAL OF ART COVENANT AGREEMENT - CITY OF BURBANK. A staff report is included in the agenda packet. At its meeting on October 2, 2023, the Legal, Government and Environmental Affairs Committee voted unanimously (3–0) to recommend that the Commission approve a proposed Second Extension of the Deferral of Art Covenant Agreement between the City of Burbank and the Authority to allow for an additional nine months to complete the artwork installation at the Regional Intermodal Transportation Center.
- d. EXERCISE OF SECOND EXTENSION OPTION LANDSCAPE MAINTENANCE SERVICES AGREEMENT - PARKWOOD LANDSCAPE MAINTENANCE, INC. A staff report is included in the agenda packet. At its meeting on October 2, 2023, the Operations and Development Committee voted (2–0, 1 absent) to recommend that the Commission authorize the second and final one-year extension option for the Landscape Maintenance Services Agreement with Parkwood Landscape Maintenance, Inc.
- e. TRAVEL AUTHORIZATION FOR ATTENDANCE AT: ROUTES AMERICAS 2024 AIR SERVICE DEVELOPMENT FORUM; PASSENGER TERMINAL EXPO AND CONFERENCE; AND JOINT BOARD MEETING OF AIRPORTS COUNCIL INTERNATIONAL EUROPE AND AIRPORTS COUNCIL INTERNATIONAL NORTH AMERICA. A staff report is included in the agenda packet. Staff seeks Commission approval for travel authorizations for the following personnel to attend forums and board meetings as identified: 1) The Routes Americas 2024 air service development forum being held in Bogota, Colombia from March 19-21, 2024: Frank R. Miller, Executive Director; Scott Kimball, Deputy Executive Director; and Nerissa Sugars, Director Communications and Air Service; 2) Passenger Terminal Expo and Conference being held in Frankfurt, Germany from April 16-18, 2024: Felicia Williams, President; and Frank R. Miller, Executive Director and; 3) Joint Board Meeting of Airports Council International Europe and

- Airports Council International North America being held in Istanbul, Turkey from July 2-4, 2024: Frank R. Miller, Executive Director.
- f. APPROVAL OF DEPOSIT FOR PLAN CHECK FEES REPLACEMENT PASSENGER TERMINAL PROJECT. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval for payment of a deposit with the City of Burbank in the amount of \$344,124 for plan check services related to the construction of the Replacement Passenger Terminal Project.
- g. AWARD OF CONTRACTS EMERGENCY TELECOM ALERTING SYSTEM REPLACEMENT. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to purchase and install a KOVACORP Emergency Alert Notification System to replace the existing analog Emergency Telecom Alert System that has reached the end of its useable service life and authorize entering into agreements with AT&T and Connections for required circuits and equipment.
- h. WASTE HAULING AND RECYCLING SERVICES AGREEMENT EXTENSION. A staff report is included in the agenda packet. At its meeting on August 21, 2023, the Operations and Development Committee voted (2–0, 1 absent) to recommend that the Commission authorize the exercise of the second of two one-year extension options for the Waste Hauling and Recycling Services Agreement with American Reclamation, Inc.
- i. AUGUST 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 August 2023. The August 2023 passenger count of 515,506 was down 3% compared to August of 2022's 533,393 passengers. Also compared to August 2022, air carrier aircraft operations in August 2023 were down 8.5%, while cargo volume was down 3% at 6.8 million pounds.
- j. AUGUST 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 August 2023.
- k. AUGUST 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 August 2023.

# 6. ITEMS FOR COMMISSION APPROVAL

a. FY 2023 (12 Month) Financial Update. No staff report attached. Staff will update the Commission with information regarding the financial results for FY 2023.

### 7. ITEMS FOR COMMISSION DISCUSSION

a. POLICY DISCUSSION – POSTING OF PRESENTATIONS ON AIRPORT WEBSITE. No staff report attached. At the request of Commissioner Ovrom, this item has been placed on the Commission's agenda to provide the Commission

- the opportunity to discuss a policy to include the posting of presentations along with the Commission and Committee meeting agendas and provide staff direction.
- b. AIRPORT ECONOMIC IMPACT STUDY. No staff report attached. Per Resolution No. 496, this item has been placed on the Commission agenda for a preliminary discussion of a request that the Authority undertake a new Airport Economic Impact Study. The proposed Airport Economic Impact Study would focus on the airport's impact on the tri-cities area (Burbank, Glendale, and Pasadena). The Authority last undertook an Airport Economic Impact Study in 2014. That analysis was performed by a consultant, the Los Angeles County Economic Development Corporation, and examined the airport's impact county-wide. To obtain a new Airport Economic Impact Study, staff will have to conduct a Request for Proposals (RFP) process for the Commission to select a new consultant. Staff seeks direction from the Commission as to the following options: (1) prepare an RFP for the Commission's consideration; (2) defer this item for a determination at a later date; or (3) table this item.

#### 8. ITEMS FOR COMMISSION INFORMATION

a. AIRPORT CARBON ACCREDITATION ("ACA") LEVEL 2 AWARD. No staff report attached. At the recent ACI-NA Convention in Long Beach, the Hollywood Burbank Airport was awarded its Airport Carbon Accreditation Certificate for its carbon management processes in reducing its CO2 emissions. Staff will provide the Commission with additional information regarding the ACA program.

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

### WEDNESDAY, SEPTEMBER 6, 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 9:21 a.m., by Commissioner Williams.

1. ROLL CALL

Present: Commissioners Williams and Najarian

**Absent:** Commissioner Talamantes

Also Present: Staff: Frank Miller, Executive Director;

John Hatanaka, Senior Deputy Executive Director Patrick Lammerding, Deputy Executive Director,

Planning and Development

Authority Counsel: Terence Boga, Esq.,

Richards, Watson & Gershon

Roger Johnson, Executive Program Manager, Jacobs Project Management Co.; Brent Kelley, Principal Aviation Sector Leader, Corgan; Kevin Fauvell, HPTJV Tami McCrossen-Orr, Trifiletti

Consulting; Jeanne Heston, Director,

Preconstruction, HPTJV

2. Approval of Agenda

Motion Commissioner Najarian moved approval of the

agenda; seconded by Commissioner Williams.

**Motion Approved** The motion was approved (2–0, 1 absent).

**3. Public Comment** There were no public comments.

4. Approval of Minutes

a. August 2, 2023 Commissioner Najarian moved approval of the

Committee minutes of the August 2, 2023 meeting, seconded by Commissioner Williams. There being

no objection, the motion was approved

(2-0, 1 absent).

### 5. Items for Approval

a. Approval of Additional Aid-in-Construction Deposit for Temporary Power Replacement Passenger Terminal Project Staff sought a recommendation from the Executive Committee to the Commission to approve an Aid-In-Construction deposit proposal with the City of Burbank in the amount of \$1,411,000 for additional material and labor cost of Burbank Water and Power to bring temporary power to the Replacement Passenger Terminal Project site.

**Motion** 

Commissioner Najarian moved approval; seconded by Commissioner Williams.

**Motion Approved** 

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

b. Replacement Passenger Terminal Sustainability Certification System and Level Staff sought a recommendation from the Executive Committee to the Commission that the Replacement Passenger Terminal Project sustainability goal shall be:

- Apply for the United States Green Building Council Leadership in Energy and Environment ("LEED") sustainability rating system certification; and
- Achieve the required minimum LEED Silver certification with an aspirational goal to obtain LEED Gold certification.

**Motion** 

Commissioner Najarian moved approval; seconded by Commissioner Williams.

**Motion Approved** 

The motion was approved (2–0, 1 absent).

- 6. Items for Information
  - a. Committee Pending Items

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

7. Closed Session

The meeting recessed to closed session at 9:51 a.m. to consider the items listed on the closed session, and to confer with legal counsel.

- a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (California Government Code Section 54957(b))
  Title: Executive Director
- b. CONFERENCE WITH LABOR NEGOTIATOR (California Government Code Section 54957.6) Authority Representative: Terence R. Boga, Esq. Unrepresented Employee: Executive Director

The meeting reconvened to open session at 10:07 a.m. with two commissioners present and one absent. No reportable action was taken on the presented item.

# 8. Adjournment

There being no further business, the meeting was adjourned at 10:08 a.m.

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

### **MONDAY, SEPTEMBER 18, 2023**

A regular meeting of the Operations and Development Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:30 a.m., by Commissioner Devine.

1. ROLL CALL

Present: Co

Commissioners Devine, Hampton and

**Talamantes** 

Commissioner Talamantes nominated

Commissioner Hampton to Chair the Operations and Development Committee, seconded by Commissioner Devine. Commissioner Hampton

accepted the nomination.

Absent:

None

Also Present:

John Hatanaka, Senior Deputy Executive Director;

Thomas Henderson, Director, Operations; Edward B. Skvarna, Chief of Police; Director of

Public Safety

2. Approval of Agenda

Motion

Commissioner Devine moved approval of the agenda; seconded by Commissioner Talamantes.

**Motion Approved** 

The agenda was approved (3-0).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. August 28, 2023

A draft copy of the August 28, 2023, Committee

meeting minutes was included in the agenda

packet for review and approval.

Motion

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

**Motion Approved** 

There being no objection, the motion was

approved (3-0).

### 5. Items for Approval

a. Award of Purchase Order FAAC Incorporated

Staff sought a recommendation from the Operations and Development Committee to the Commission to authorize the issuance of a Purchase Order to FAAC Incorporated in the amount of \$462,894.47 to acquire one MILO Live Tactical Qualification Firearms Trainer Firing Range. The proposed acquisition is a multi-year project, and the purchase price includes delivery, installation, setup, and calibration.

Motion

Commissioner Devine moved approval; seconded by Commissioner Talamantes.

**Motion Approved** 

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

b. Airport Solution Line Service Agreement Extension

Staff sought a recommendation from the Operations and Development Committee to the Commission to approve a one-year extension of the Airport Solution Line Service Agreement with SITA Information Network Computing USA, Inc. for the Common Use Passenger Processing System installed at the Airport. This extension will run from October 1, 2023 through September 30, 2024, at a monthly cost of \$66,065. The cost of the services provided under this contract are fully reimbursed monthly by the airlines serving the Airport.

Subject to the recommendation of the Committee, this item was placed on the Commission agenda for its consideration immediately following the Committee's meeting.

Motion

Commissioner Talamantes moved approval; seconded by Commissioner Devine.

**Motion Approved** 

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

c. Amendment to Airport Conveyance Equipment Services Agreement Elevators Etc., LP Staff sought a recommendation from the Operations and Development Committee to the Commission to approve Amendment No. 1 to the Airport Conveyance Equipment Service Agreement ("Agreement") with Elevators Etc., LP to extend the term on a month-to-month basis. By extending the Agreement, Staff will be able to conduct a competitive procurement process for an airport conveyance equipment services provider.

-2-

Motion

Commissioner Devine moved approval; seconded by Commissioner Talamantes.

**Motion Approved** 

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

6. Items for Information

a. Landside Paving Update

Staff updated the Committee on the current status of the landside paving project.

b. Airport Vehicle Acquisition Update

Staff updated the Committee on the current status of Airport vehicle acquisitions.

c. Airfield Mower Purchase Considerations

Due to time constraints, this item was deferred to the Committees next meeting on October 2, 2023.

d. Committee Pending Items

This item was not discussed.

7. Adjournment

There being no further business to discuss, the meeting was adjourned at 9:06 a.m.

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

### **MONDAY, SEPTEMBER 18, 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 8:30 a.m., by Commissioner Williams.

1. ROLL CALL

**Present:** Commissioners Williams and Najarian

**Absent:** Commissioner Gabel-Luddy

Also Present: Frank Miller, Executive Director;

Maggie Martinez, Director, Noise and Environmental Affairs; Aaron Galinis,

Senior Airport Planner

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

Tami McCrossen-Orr, Trifiletti Consulting Inc.

**2. Approval of Agenda** The agenda was approved as presented.

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

**3. Public Comment** There were no public comments.

4. Approval of Minutes

a. August 28, 2023 Commissioner Najarian moved approval

of the August 28, 2023, Special Committee meeting minutes; seconded by Commissioner Williams.

There being no objection, the motion was approved

(2-0, 1 absent).

5. Items for Approval

a. Professional Services Agreement – Trifiletti Consulting, Inc. Staff presented to the Committee for recommendation to the Commission for approval of a Professional Services Agreement ("Agreement") with Trifiletti Consulting, Inc. to continue providing environmental consulting services in support of the Authority's Memorandum of Understanding with the South Coast Air Quality Management District and the implementation of the voluntary Airport measures

identified in the Air Quality Improvement Plan. The proposed

Agreement is for the period from November 1, 2023, to October 31, 2024

to October 31, 2024.

**Motion** Commissioner Najarian moved approval;

seconded by Commissioner Williams.

Motion Approved There being no objection, the motion was

approved (2-0, 1 absent).

b. Southern California
Association of Governments
Letter of Support – Airport
Passenger Ground and Air
Access Study Caltrans
Strategic Partnership Grant-

Transit FY 2024-2025

Staff presented to the Committee for recommendation to the Commission to authorize a letter of support for the Southern California Association of Governments pursuit of grant funding from Caltrans to undertake an Airport Ground and Air Access Study in 2024.

Motion Commissioner Najarian moved approval; seconded

by Commissioner Williams.

**Motion Approved**There being no objection, the motion was approved

(2-0, 1 absent).

6. Items for Information

a. Committee Pending Items Staff presented pending items to the Committee

members.

**7. Adjournment** There being no further business, the meeting

was adjourned at 8:43 a.m.

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

### **MONDAY, OCTOBER 2, 2023**

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:09 a.m., by President Williams.

### 1. ROLL CALL

**Present:** Commissioners Williams, Najarian,

Talamantes, Gabel-Luddy, Hampton,

Quintero, Ovrom, Wilson (via teleconference)

**Absent:** Commissioner Devine

Also Present: Staff: Frank Miller, Executive Director;

John Hatanaka, Senior Deputy Executive

Director

Also Present:

Roger Johnson, Executive Program

Manager, Jacobs Project Management Co.; Tami McCrosen-Orr, Program Director,

Trifiletti Consulting

2. PLEDGE OF ALLEGIANCE Commissioner Gabel-Luddy led the pledge of

Allegiance.

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

MOTION Commissioner Hampton moved approval of

the agenda; seconded by Commissioner

Talamantes.

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

AYES: Commissioners Williams, Najarian

Talamantes, Hampton, Ovrom, Gabel-Ludy, Quintero, Wilson (via

teleconference)

NOES: None

**ABSENT: Commissioner Devine** 

### 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.)

Heather Robb, Pasadena Jessica Poter, North Hollywood

### 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) August 28, 2023 Approved minutes of the August 28, 2023,

Operations and Development Committee special meeting were included in the agenda

packet for information purposes.

- 2) Finance and Administration Committee
  - (i) **July 10, 2023** Approved minutes of the July 10, 2023,

Finance and Administration Committee special meeting were included in the agenda

packet for information purposes.

(i) August 28, 2023 Approved minutes of the August 28, 2023,

Finance and Administration Committee special meeting were included in the agenda

packet for information purposes.

- 3) Legal, Government and Environmental Affairs Committee
  - (i) August 28, 2023 Approved minutes of the August 28, 2023,

Legal, Government and Environmental Affairs Committee special meeting were included in the agenda packet for information purposes.

- b. Commission Minutes (For Approval)
  - 1) September 18, 2023 A copy of the draft minutes of the September

18, 2023, Commission meeting were included in the agenda packet for review and approval.

c. Award of Purchase Order FAAC Incorporated

At its meeting on September 18, 2023, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission authorize a Purchase Order

MINUTES\COMMISSION\10-2-2023

to be issued to FAAC Incorporated in the amount of \$462,894.47, to acquire one MILO Live Tactical Qualification Firearms Trainer Firing Range. This acquisition is a multi-year project, with the purchase price including delivery, installation, setup, and calibration. This acquisition also allows Airport Police Department officers to complete their quarterly firearms training and the shoot/don't shoot training in one event.

d. Amendment to Airport
Conveyance Equipment Services
Agreement – Elevators Etc., LP

At its meeting on September 18, 2023, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission approve Amendment No. 1 to the Airport Conveyance Equipment Service Agreement with Elevators Etc., LP to extend the term on a month-to-month basis. This will allow Staff to conduct a competitive procurement process for an airport conveyance equipment services provider.

The competitive process will be initiated on December 1, 2023, and will be completed in five months. The current annual cost for preventative maintenance with Elevators Etc. is \$85,825 with hourly rates for on-call repair services remaining unchanged during the month-to-month extension.

e. Professional Services Agreement Trifiletti Consulting, Inc.

At its meeting on September 18, 2023, the Legal, Government and Environmental Affairs Committee voted (2–0, 1 absent) to recommend that the Commission approve a Professional Services Agreement ("Agreement") with Trifiletti Consulting Inc. ("Trifiletti"), to continue providing environmental consulting services in support of the Authority's Memorandum of Understanding ("MOU") with the South Coast Air Quality Management District ("SCAQMD") and the implementation of the voluntary Airport measures identified in the Air Quality Improvement Plan ("AQIP"). The proposed Agreement is for the period from November 1, 2023, to October 31, 2024.

The proposed Agreement with Trifiletti provides for continued annual qualitative reporting of MOU initiatives and qualitative emissions reporting on a calendar year-end basis of those same measures and support

with the implementation and monitoring of the Airport's voluntary AQIP measures with SCAQMD. These services would be billable on a time and materials basis, not to exceed \$85,000.

f. Southern California Association of Governments Letter of Support – Airport Passenger Ground and Air Access Study – Caltrans Strategic Partnership Grant – Transit FY 2024-2025

At its meeting on September 18, 2023, the Legal, Government and Environmental Affairs Committee voted (2–0, 1 absent) to recommend that the Commission authorize a letter of support for the Southern California Association of Governments pursuit of grant funding from Caltrans to undertake an Airport Ground and Air Access Study ("Study") in 2024.

The Study will 1) identify and better understand airport passenger behavior and preferences, including what modes of ground transportation are used by them, why they choose their respective modes, and what additional factors influence choices made when traveling to and from airports in the region; 2) analyze select reliever airports in the region that connect or may potentially connect to Medium and Large Hub airports via air taxis and other new technologies, such as Advanced Air Mobility and Regional Air Mobility, and 3) will feature a survey, semistructured passenger interviews, additional data collection, and a thorough analysis of the data.

g. Award of Ground Lease ACE Parking III, LLC

At its meeting on September 18, 2023, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve a proposed rent-free Ground Lease ("Lease") with ACE Parking III, LLC ("ACE Parking").

ACE Parking approached Staff seeking to lease 960 square feet of space to install and locate a mobile trailer office in the courtesy shuttle parking area adjacent to the FAA Air Traffic Control Tower. This Lease will be on a month-to-month basis.

Per the Parking and Shuttle Service Agreement, the Authority is responsible for providing office space without charge, but ACE Parking shall be responsible for all costs associated with the mobile trailer including building permits, maintenance, utilities share of property insurance and applicable taxes.

# h. Replacement Vehicle Acquisition Authorization

At its meeting immediately preceding the Commission meeting, the Operations and Development Committee voted unanimously (3-0) to recommend that the Commission approve to: 1) Authorize the acquisition of a 2024 Ford Super Duty F-350 Single Rear Wheel (SRW) Lariat 4 Wheel Drive (4WD) Crew Cab vehicle to replace a 2008 F-450 4 x 2 Utility vehicle in the amount of \$127,632.35 including the outfitting of lights and sirens; and 2) Due to continuing challenges of new vehicle inventory availability due to supply chain issues, long lead times and the need to respond without delay when replacement vehicles become available for purchase or pre-order to secure a production priority spot, authorize Staff to issue future Purchase Orders for any of the remaining five vehicles within the approved FY 2024 budget appropriations.

The total amount of appropriations for all eight vehicles in the FY 2024 budget amounts to \$734,000.

i. Amendment No. 1 to Professional Services Agreement with Allied Universal Security Services At its meeting immediately preceding the Commission meeting, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission approve Amendment No. 1 ("Amendment") to the Professional Services Agreement ("Agreement") with Universal Protection Service LP dba Allied Universal Security Services ("Allied") for airport security and traffic control services.

The Agreement allows Allied to annually request a fee schedule increase based on an increase in the Consumer Price Index for the preceding 12 months for the Los Angeles area as published by the U.S. Bureau of Labor Statistics or 6%, whichever is less. Based on the latest published CPI Index (June 2023), Allied is requesting an increase of 2.5% for the contract year effective from November 1, 2023 through October 31, 2024. Approval of fee schedule increases is at the Commission's discretion.

MOTION Commissioner Quintero moved approval of

the Consent Calendar; seconded by

Commissioner Gabel-Luddy.

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

AYES: Commissioners Williams, Najarian

Talamantes, Hampton, Gabel-Luddy

Ovrom, Quintero, Wilson (via

teleconference)

NOES: NONE

ABSENT: Commissioner Devine

Commissioner Williams requested an additional vote for Item No. 5.b.1).

## 5.b. Commission Minutes (For Approval)

1) August 28, 2023 A copy of the draft minutes of the August 28

10, 2023, Commission special meeting were included in the agenda packet for review and

approval.

**MOTION** Commissioner Quintero moved approval;

seconded by Commissioner Hampton.

**MOTION APPROVED** The motion was approved (7–0, 1 absent, 1

abstention).

AYES: Commissioners Williams, Najarian

Talamantes, Hampton, Ovrom, Quintero, Wilson (via telecon-

ference)

NOES: NONE

**ABSENT: Commissioner Devine** 

ABSTAINED: Commissioner Gabel-Luddy

### 6. ITEMS FOR COMMISSION DISCUSSION

**a. November 2023 Meeting Schedule** The meetings for the Commission and three

standing Committees in the month of November are normally scheduled for the third Monday of the month. This November,

the date falls during the week of the

Thanksgiving Holiday. The Commissioners

were asked by Staff if it would prefer

rescheduling the meetings to the week prior,

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November 13, or maintaining the current scheduled date of November 20.

The Commission requested the date be moved to Monday, November 13.

### 7. ITEMS FOR COMMISSION APPROVAL

a. Replacement Passenger Terminal **Project – Sustainability** Recommendation

At its meeting on September 6, 2023, the Executive Committee recommended that the Commission: 1) Apply for LEED Certification: 2) Achieve LEED Silver rating at a minimum, and, 3) Set an aspirational goal of LEED Gold for the Replacement Passenger Terminal Project.

Staff introduced Roger Johnson, Executive Program Manager, Jacobs Project Management Co., and Tami McCrosen-Orr, Program Director, Trifiletti Consulting, who gave a presentation on the certifications and accreditations available to achieve the stated goals, after which there was a discussion regarding the goals with the Commission.

Commissioner Quintero supported exploring a utility provider to meet the goal; Commissioner Williams requested that staff look into all options for acquiring solar and other types of power for the Replacement Passenger Terminal Project.

The Commission committed to finding a viable path to LEED Gold.

Commissioner Hampton moved approval; seconded by Commissioner Quintero.

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

AYES: Commissioners Williams, Najarian Hampton, Ovrom, Gabel-Luddy, Quintero, Wilson (via teleconference)

NOES: Commissioner Talamantes **ABSENT: Commissioner Devine** 

## ITEMS PULLED FROM CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

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MOTION

**MOTION APPROVED** 

9. EXECUTIVE DIRECTOR COMMENTS	The Executive Director requested that Commissioner Gabel-Luddy update the Commission on her attendance at the ACI-NA Conference and Exhibition held in Long Beach Sept. 30 – Oct. 2, 2023.
	The Executive Director informed the Commission that in November and in February 2024 he and selected members of Staff would serve on a panel in Washington, D.C., to make a presentation on the process used by the Airport to procure the design team for the Replacement Passenger Terminal Project.
COMMISSIONER COMMENTS (Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for a future meeting.)	Commissioner Ovrom requested a policy discussion be agendized to discuss how documents are posted on the website.
	Commissioner Hampton requested an update on the amount of funding being allocated to local jurisdictions from the airport in the tricities area. He also requested a discussion on updating the Commission PLA.
	Commissioner Wilson requested an update on the Valley Wide Noise Relief Act.
	Commissioner Gabel-Luddy congratulated Staff on the Airport Academy presentation made at the ACI-NA conference.
11. PUBLIC COMMENT	There were no public comments.
12. ADJOURNMENT	The meeting was adjourned at 10:55 a.m.
Felicia Williams, President	Jess Talamantes, Secretary
Date	Date

# STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY OCTOBER 16, 2023

# APPROVAL OF THE SECOND EXTENSION DEFERRAL OF ART COVENANT AGREEMENT CITY OF BURBANK

Prepared by Derrick Cheng Assistant Manager, Business and Properties

### **SUMMARY**

At its meeting on October 2, 2023, the Legal, Government and Environmental Affairs Committee ("Committee") voted unanimously (3–0) to recommend that the Commission approve a proposed Second Extension of the Deferral of Art Covenant Agreement ("Agreement"), copy attached, between the City of Burbank ("City") and the Authority to allow for an additional nine months to complete the artwork installation at the Regional Intermodal Transportation Center ("RITC").

## **BACKGROUND**

The City's Art in Public Places Program ("APPP") was established in 1992 and requires 1% of major construction project costs to be allocated towards on-site art or to a public art fund. The requirements, as defined in the Burbank Municipal Code, apply to the RITC project in the amount of \$377,198. Normally, a developer posts a bond with the City and has five years from certificate of occupancy to complete the installation of an approved piece of art.

On March 15, 2021, the City and the Authority entered into an Extension of Deferral of the Art Covenant to provide an additional twenty-four months for the Authority to complete the artwork required under the City's APPP.

On April 17, 2023, the Commission approved a Professional Services Agreement with Ms. Sarah Fernandez to create the artwork for installation at the RITC and on July 6, 2023, the Commission approved conceptual design artwork to be installed on six panels at the RITC.

On August 7, 2023, The City's Art in Public Places Committee approved the conceptual design artwork and simultaneously representatives for the City and the Authority expressed their mutual desire to enter into a Second Extension of the Agreement to allow for the completion of the installation of the artwork. The City has prepared the proposed extension to the Agreement and, in the interim, Staff has issued a Request for Proposal for the installation of the approved artwork. The time period to award the contract and complete the artwork installation is estimated to be within the proposed extension period.

# **FUNDING**

Funding for this project is through Customer Facility Charge ("CFC") revenues already collected for the APPP.

# **RECOMMENDATION**

At its meeting on October 2, 2023, the Committee voted unanimously (3–0) to recommend that the Committee recommend that the Commission approve the proposed Second Extension of the Agreement with the City and authorize the President to execute the same.

# SECOND EXTENSION OF DEFERRAL OF ART COVENANT AGREEMENT

PARTIES:

THE CITY OF BURBANK, a municipal corporation 275 E. Olive Avenue Burbank, CA 91502 Attention: Marisa Garcia (hereinafter the "City")

Burbank-Glendale-Pasadena Airport Authority

2627 North Hollywood Way

Burbank, CA 91505

(hereinafter the "Covenantor")

#### SUBJECT PROPERTY:

Regional Intermodal Transportation Center (RITC) at the Hollywood Burbank Airport in the City of Burbank, County of Los Angeles, State of California.

### RECITALS:

- A. Covenantor is the owner of Subject Property and, on June 20, 2014, entered into a Deferral of Art Covenant Agreement with the City for a certificate of occupancy permit pursuant to the Burbank Municipal Code, for the Subject Property.
- B. On March 15, 2021, the City and the Covenantor, herein referred to collectively as the "Parties", entered into an Extension of Deferral of Art Covenant Agreement, to provide for an additional twenty-four (24) months to complete the artwork required by the City's Art in Public Places Program.
- C. On August 7, 2023, the Parties desire to enter into a Second Extension of Deferral of Art Covenant Agreement, to provide for an additional nine (9) months for Covenantor to complete the artwork required by the City's Art in Public Places Program.

# **DECLARATION:**

In consideration of the above recitals, and the approval and issuance of the building permit and the mutual covenants and agreements contained in this Second Extension Deferral of Art Covenant Agreement, the Parties hereto agree as follows:

- 1. Paragraph 2 of the Deferral of Art Covenant Agreement is amended to read as follows:
  - "2. To encourage the completion of the required artwork on-site, the City agrees to hold the Bond to assure compliance with the APP Program. City agrees to return the Bond immediately upon proof that adequate approved on-site artwork has been constructed on Subject Property. Covenantor agrees to renew the Bond until the earlier of: the completion of the on-site artwork or seven (7) years and nine (9) months after the issuance of the certificate of occupancy for the Subject Property. The completion date shall be extended to May 13, 2024. In the event that such artwork fails to be completed in accordance with this Agreement, the City shall apply all or part of the Bond to the Citywide Art in Public Places Fund in accordance with the Burbank Municipal Code, and the parties shall have no further recourse against each other."
- 2. All other terms and provisions of the "Deferral of Art Covenant Agreement" not inconsistent with this extension shall remain in full force and effect.

"CITY"	"COVENANTOR"
CITY OF BURBANK, a municipal corporation	
By: Name: Title:	By: Name: Title:
Approved as to Form Jill Vander Borght, Senior Assistant City Attorney	
Ву:	

Executed this day of \_\_\_\_\_, 2023 at Burbank, California.

# STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY OCTOBER 16, 2023

# EXERCISE OF SECOND EXTENSION OPTION LANDSCAPE MAINTENANCE SERVICES AGREEMENT PARKWOOD LANDSCAPE MAINTENANCE, INC.

Prepared by Patrick Lammerding
Deputy Executive Director Planning and Development

### <u>SUMMARY</u>

At its meeting on October 2, 2023, the Operations and Development Committee ("Committee") voted 2–0. 1 absent) to recommend that the Commission authorize the second and final one-year extension option for the Landscape Maintenance Services Agreement ("Agreement") with Parkwood Landscape Maintenance, Inc. ("Parkwood").

### BACKGROUND

After a competitive process, on November 4, 2019, the Commission awarded the Agreement to Parkwood for a three-year base period, with two one-year extension options, at pre-determined rates for monthly landscape maintenance services. The Agreement also defines hourly rates for on-call additional services that may be required. Additional services may include sprinkler controller replacement, complete irrigation system replacement, and on-and-off airport tree trimming or topping. The Authority exercised the first one-year extension option and the Agreement is set to expire on December 31, 2023. The Agreement includes pre-determined monthly rates for the extension periods. If the proposed extension is approved, the monthly rate will increase to \$22,463 on January 1, 2024, from the current monthly rate of \$21,191.

At the request of the Commission and Staff, Parkwood converted all gas-powered equipment to electric as of January 1, 2023. A Change Order for this conversion included an additional amortized monthly cost of \$1,250 which will continue through the end of the proposed extension. The total monthly cost will be \$23,713.

Parkwood is in good standing with its obligations to the Authority and has maintained a satisfactory level of service throughout the base term and first extension of the Agreement. Staff will also undertake a Request for Proposal process for landscape service during the proposed extension period.

### **BUDGET**

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

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# **RECOMMENDATION**

At its meeting on October 2, 2023, the Committee voted (2–0, 1 absent) to recommend that the Commission approve the second one-year extension option with Parkwood and authorize Staff to issue a Notice of Extension (copy attached).



October 16, 2023

Via e-mail

Mr. David Melito **Parkwood Landscape Maintenance, Inc.**16443 Hart Street

Van Nuys, CA 91406
dmelito@parkwoodlandscape.com

Re: November 4, 2019, Landscape Maintenance Services Agreement

Dear Mr. Melito:

I write on behalf of the Burbank-Glendale-Pasadena Airport Authority ("Authority") with reference to the November 4, 2019 Landscape Maintenance Services Agreement ("Agreement") executed by the Authority and Parkwood Landscape Maintenance, Inc. ("Parkwood"). Pursuant to Section 3.B. of the Agreement, the Authority has the option to exercise the second and final year extension which would extend the term for one year. This letter serves as notice that, at its October 16, 2023 meeting, the Authority Commission approved the exercise of Extension Option 2, extending the term though December 31, 2024. In accordance with the Fee Schedule, the Year 4 monthly rate of \$22,463 will be effective on January 1, 2024.

The previously approved additional monthly cost of \$1,250 for the amortized purchase of electric equipment remains in effect.

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

Sincerely,

Patrick Lammerding
Deputy Executive Director, Planning and Development

0:818.840.8840

F: 818.557.0263

 $2627\,N.\,Hollywood\,Way, Burbank, CA\,91505$ 

hollywoodburbankairport.com

# STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY OCTOBER 16, 2023

# TRAVEL AUTHORIZATION FOR ATTENDANCE AT:

ROUTES AMERICAS 2024 AIR SERVICE DEVELOPMENT FORUM;
PASSENGER TERMINAL EXPO AND CONFERENCE; AND
JOINT BOARD MEETING OF AIRPORTS COUNCIL INTERNATIONAL EUROPE AND
AIRPORTS COUNCIL INTERNATIONAL NORTH AMERICA

Prepared by John Hatanaka Senior Deputy Executive Director

### **SUMMARY**

Staff seeks Commission approval for travel authorizations for the following personnel to attend forums and board meetings as identified:

- The Routes Americas 2024 air service development forum being held in Bogota, Colombia from March 19-21, 2024: Frank R. Miller, Executive Director; Scott Kimball, Deputy Executive Director; and Nerissa Sugars, Director Communications and Air Service.
- 2. Passenger Terminal Expo and Conference being held in Frankfurt, Germany from April 16-18, 2024: Felicia Williams, President; and Frank R. Miller, Executive Director.
- 3. Joint Board Meeting of Airports Council International Europe and Airports Council International North America being held in Istanbul, Turkey from July 2-4, 2024: Frank R. Miller, Executive Director.

#### BACKGROUND

1. Routes Americas Forum

Routes Americas is an air service development forum that covers North, South, and Central America. It brings airlines, airports, tourism authorities and other relevant stakeholders together to discuss future services in the Americas. The event consists of pre-scheduled meetings, an exhibition, and a conference program featuring presentations, talks and debates from industry experts.

The next Routes Americas air service development forum is scheduled for March 19-21, 2024, and will take place in Bogota, Colombia. Staff believes there is significant value to the Authority to have representatives attend this forum to promote preservation and expansion of air service at Hollywood Burbank Airport.

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TRAVEL AUTHORIZATION FOR ATTENDANCE AT: ROUTES AMERICAS
2024 AIR SERVICE DEVELOPMENT FORUM; PASSENGER TERMINAL EXPO
AND CONFERENCE; AND JOINT BOARD MEETING OF AIRPORTS COUNCIL INTERNATIONAL
EUROPE AND AIRPORTS COUNCIL INTERNATIONAL NORTH AMERICA

## 2. Passenger Terminal Expo and Conference

Passenger Terminal Expo and Conference has firmly established itself as the most highly regarded design and operations conference in the world. It is an exceptional opportunity to see industry leaders share their innovations, knowledge, and insight through a comprehensive and diverse range of conferences and panel discussions. The conference attracts over 1,600 senior airport, airlines, aviation authority, government, and related business executives from all over the world, and it is the place where attendees gather to pool information, address concerns, discuss solutions, and exchange ideas for the future development of the world's airports.

The use of progressive design build delivery is rapidly increasing in the United States. Understanding best practices for a pertinent procurement process will benefit future pursuits. At the Design-Build Institute of America ("DBIA") Conference and Expo, to be held in Washington, D.C. October 31-November 3, 2023, Hollywood Burbank Airport's transparent selection process will be presented to the attendees. Frank Miller, Roger Johnson, and Rebekah Gadsden have been invited to sit on a panel and detail the procurement process used for the Replacement Passenger Terminal Program.

Due to the interest of Progressive Design-Build delivery, Jacobs has submitted this session for consideration at the Passenger Terminal Expo. The panel members from the DBIA conference will present the procurement process used for Hollywood Burbank Airport.

Attendance at the Passenger Terminal Expo will present the opportunity to visit the world's largest exhibit hall – 270,000 square feet with 300 exhibitors.

# 3. Airports Council International Joint Board Meeting

Airports Council International World presents airports around the globe, with five separate regions: Africa, Asia-Pacific, Europe, North America, and South America. ACI-North America and ACI-Europe have a joint meeting which alternates between the United States and Europe during an ACI event. This year the joint meeting will be conducted during the ACI World General Assembly in Istanbul, Turkey. Subject matter includes environmental, security, safety, technology, and customer experience.

#### TRAVEL REIMBURSEMENT POLICY

The Authority's travel authorization and expense reimbursement policy requires Commission approval of any international travel other than Canada and Mexico. This item has been agendized to give the Commission the opportunity to consider approval of a travel authorization for Executive Director Miller, Deputy Executive Director Kimball, and Director Sugars to attend the Routes Americas air service development forum; for President Williams and Executive Director Miller to attend the Passenger Terminal Expo; and for Executive Director Miller to attend the Joint Board Meeting of ACI Europe and ACI- North America.

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TRAVEL AUTHORIZATION FOR ATTENDANCE AT: ROUTES AMERICAS
2024 AIR SERVICE DEVELOPMENT FORUM; PASSENGER TERMINAL EXPO
AND CONFERENCE; AND JOINT BOARD MEETING OF AIRPORTS COUNCIL INTERNATIONAL
EUROPE AND AIRPORTS COUNCIL INTERNATIONAL NORTH AMERICA

# FISCAL IMPACT

The estimated cost for travel including registration, air fare, and hotel fees is approximately \$20,000.

# **RECOMMENDATION**

Staff recommends that the Commission approve travel authorizations for President Williams, Executive Director Miller, Deputy Executive Director Kimball, and Director Sugars as identified in the staff report.

# STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY OCTOBER 16, 2023

# APPROVAL OF DEPOSIT FOR PLAN CHECK FEES REPLACEMENT PASSENGER TERMINAL PROJECT

Prepared 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 preceding the Commission meeting, Staff seeks Commission approval for payment of a deposit with the City of Burbank ("City") in the amount of \$344,124 for plan check services related to the construction of the Replacement Passenger Terminal ("RPT") Project.

The City has retained the services of an independent contractor to assist with the plan check services and that firm has started to mobilize. As the City has begun to incur costs, this item, subject to the Committee's recommendation, has been placed on the Commission's agenda for its consideration immediately following the Committee's meeting.

### **BACKGROUND**

On December 19, 2022, the Commission awarded Holder, Pankow, TEC – A Joint Venture ("HPTJV") a design build agreement for the RPT Project. HPTJV has begun design and preconstruction efforts and has reached several milestones, including the design concept selection by the Commission on April 17, 2023. As part of the preconstruction efforts, the project team has begun coordinating with the City's Building and Safety ("Building and Safety") representatives for plan check services. In order for Building and Safety to perform the plan reviews to support the project's design and construction schedule, the City determined it would need the support services from an outside on-call consultant. The City, through its own procedures, has retained these services from TRB and Associates ("TRB").

Pursuant to Article VIII, Section 7, Subsection B of its 2023-2024 fee schedule, the City requires that on-call plan check consulting fees be recovered on a cost basis with a 20% administrative fee. The amount requested at this time is the initial estimate for these services and may change as the project progresses. Additional fees may be incurred depending on the number of coordination meetings and plan reviews that are ultimately required. City staff will track the billable hours and keep Authority and project team staff informed of the deposit utilization so that services can be adjusted, or additional funds requested. Below is the preliminary estimate prepared by TRB for the on-call fees that the City's Building, Planning, and Transportation Divisions are collectively requesting for the RPT Project plan check services.

On-call airport RPT estimated fee

- Building Plan Check Services (TRB and Associates) \$206,000
  - o 20% Admin Fee \$41,200
- Landscape Consultant Services (JMD Landscape Architecture) \$1,500
  - o 20% Admin Fee \$300
- Senior Transportation Planner \$15,802
- Senior Planner \$21,822
- Transportation Consultant Services (FHER & PEERS) \$50,000
  - o 15% Admin Fee \$7,500

Total deposit due: \$344,124

### **FUNDING**

The approved FY 2023-2024 budget includes appropriations in the amount of \$158,579,049 for the RPT Project. These appropriations are sufficient to cover the cost of the proposed deposit.

### RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to make a deposit with the City for plan check services related to the RPT Project in the amount of \$344,124 and authorize Staff to remit the same.

# STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY OCTOBER 16, 2023

# AWARD OF CONTRACTS EMERGENCY TELECOM ALERTING SYSTEM REPLACEMENT

Prepared by
Kimberely Parker-Polito
Director, Information and Communication Technologies

### SUMMARY

Subject to the recommendation of the Operations and Development Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to purchase and install a KOVACORP Emergency Alert Notification System ("KEANS") to replace the existing analog Emergency Telecom Alert System ("ETAS") that has reached the end of its useable service life and authorize entering into agreements with AT&T and Connections for required circuits and equipment.

### **BACKGROUND**

For over twenty years, the Authority's ETAS has resided on AT&T programmed Centrex circuits which use analog telephone lines located within an AT&T central office connecting out to five locations. This system was designed to simultaneously alert these five locations in the event of an emergency at the Airport. The locations to be alerted are the Federal Aviation Administration ("FAA") Air Traffic Control Tower ("ATCT") at the Airport, Verdugo Fire Communication Service ("Verdugo") located in a City of Glendale Fire Department facility, the Airport's primary and backup Communication Centers, and the Airport Fire Department. The Centrex system, which was adopted and originally installed in the mid-1990's, has reached the end of its usable service life and no longer meets the requirements for the Authority's ETAS. The recommended replacement system, KEANS, uses current informational technology standards called "Voice over Internet Protocol ("VoIP") instead of analog lines.

### REQUEST FOR PROPOSALS

Staff issued a Request for Proposals to replace the existing Centrex-based ETAS but received only one responsive submittal for the acquisition and installation of a replacement ETAS.

Responses were received from four firms: KOVACORP, VALCOM, FORUM, and BNC Group. Except for KOVACORP, the other responders only submitted the cost of equipment and did not include installation or the requested extended warranty and support package. These three firms were deemed to be non-responsive.

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AWARD OF CONTRACTS FOR
EMERGENCY TELECOM ALERTING SYSTEM REPLACEMENT

KOVACORP's proposal includes acquisition of the equipment, installation of the system at all five locations, as well as providing a 3-year warranty and support package in the amount of \$76,575.51, including applicable sales tax. This proposal meets the Authority requirements to replace the current ETAS with a VoIP solution that provides a long-term solution to connect the Airport Fire Department's alert system, FAA ATCT, Airport Communication Centers, and Verdugo.

Connectivity between the five locations will be through AT&T, the Authority's current telephone service provider. Services from AT&T are made up of two components; one for the circuit transport to the locations, the other for three managed routers. These services are contracted directly with AT&T at a rate of \$2,815.96 per month for a term of 36 months plus a one-time charge of \$50.79. The Authority may cancel these services at any time but will be obligated to pay for the full 36-month term of the service agreement.

Additionally, Power over Ethernet ("PoE") switches are a separate component that is necessary for the system connectivity. These switches provide PoE power to network devices such as access points, surveillance cameras, IP phones, lighting, and other IoT devices. The proposed replacement ETAS requires five of these switches. Staff received bids from CDW-G, ITO Solutions and Connections with the latter having the lowest cost price for the same item in the amount of \$9,679.67 including applicable sales tax.

The installation and configuration of the KOVACORP equipment will be provided by KOVACORP's personnel who will coordinate with the Authority's Information and Communications Technologies Department and AT&T to connect Verdugo, the FAA ATCT, the Airport Fire Department, and the Airport Communications Centers.

To ensure project completion, Staff recommends an approximate 10% contingency in the amount of \$20,000 to address any unforeseen circumstances that may arise during the course of the installation.

#### COST

The adopted FY 2024 has appropriations in the amount of \$200,000 for this project. The total cost of the project is as follows:

KOVACORP:	\$ 76,575.51
AT&T (\$2,815.86 x 36 months):	\$101,370.96
AT&T one-time charge:	\$ 50.79
Connections (for PoE switches)	\$ 9,679.67
Project Contingency:	\$ <u>20,000.00</u>
Total Project Costs:	<u>\$207,676.93</u>

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AWARD OF CONTRACTS FOR
EMERGENCY TELECOM ALERTING SYSTEM REPLACEMENT

#### **BUDGET IMPACT**

The AT&T component of \$101,370.36 covers a 36-month term. The cost anticipated to be incurred in FY 2024 is \$19,711.02 for a seven-month period plus the one-time charge of \$50.79 for a total of \$19,761.81. The balance of monthly costs for AT&T services will be programmed in future budget years.

The estimated total cost to be incurred in FY 2024 is \$106,016.99 which is within the adopted FY 2024 budget appropriations of \$200,000 for this project.

#### RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission authorization to execute purchase orders to KOVACORP, Connections, and AT&T in the amounts for the services described above and approve a project contingency in the amount of \$20,000.

#### STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY OCTOBER 16, 2023

#### WASTE HAULING AND RECYCLING SERVICES AGREEMENT EXTENSION

Prepared by Patrick Lammerding
Deputy Executive Director, Planning and Development

#### SUMMARY

At its special meeting on August 28, 2023, the Operations and Development Committee ("Committee") voted (2–0, 1 absent) to recommend that the Commission authorize the exercise of the second of the two one-year extension options for the Waste Hauling and Recycling Services Agreement ("Agreement") with American Reclamation, Inc.

#### BACKGROUND

On August 19, 2019, through a competitive process, the Commission awarded an Agreement to American Reclamation for a three-year base term with predetermined rates for waste hauling and recycling needs at the Airport. Services include regular pickup at 15 different locations throughout the Airport at a frequency ranging from daily to weekly. The contract also defines rates for on-call or additional pick-up to be requested on an as needed basis, not to exceed \$1,500 per month. On August 15, 2022, the Authority exercised the first of the two one-year extensions. The current extension was scheduled to expire on September 30, 2023 but American Reclamation is continuing to perform the Agreement pending the Commission's decision on the second extension option.

For each extension option exercised by the Authority, the Fee Schedule for services will increase based on the most recent previous 12-month period published Consumer Price Index ("CPI") rate for all indices for Los Angeles County. If the proposed extension is approved by the Commission, then, retroactive to October 1, 2023, the monthly cost for waste hauling and recycling services will increase by 2.5% raising the annual cost from \$137,020 to \$140,445 with a new expiration date of September 30, 2024.

A proposed notice to exercise the second of the two available extension options, along with a revised Fee Schedule for this extension period, is attached. American Reclamation's services are in compliance with state laws regarding waste diversion and recycling, specifically AB 341 (2011), AB 1826 (2014) and SB 1383 (2016). The firm has performed its contractual obligations and provided a satisfactory level of service throughout the base period and extension of the Agreement.

#### BUDGET

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

#### **RECOMMENDATION**

At its special meeting on August 28, 2023, the Committee voted (2–0, 1 absent) to recommend that the Commission authorize the exercise of the second of the two one-year extension options for the Agreement with American Reclamation.



October 16, 2023

Mr. John Gasparian American Reclamation, Inc. 4560 Doran Street Los Angeles, CA 90039 Via email john@socoastrec.com

Re: Waste Hauling and Recycling Services Agreement dated August 19, 2019, Exercise of Extension Option Number 2

Dear Mr. Gasparian,

I write on behalf of the Burbank-Glendale-Pasadena Airport Authority ("Authority") with reference to the August 2019 Waste Hauling and Recycling Services Agreement ("Agreement") executed by the Authority and American Reclamation Inc. ("American Reclamation"). Pursuant to Section 3.B. of the Agreement, the Authority has the option to exercise two contract extensions which would extend the term for one year at a time.

This letter serves as notice that at its October 16, 2023, meeting, the Authority Commission approved the exercise of Extension Option 2, extending the term through September 30, 2024. In accordance with the Agreement, for each extension option exercised by the Authority, the Fee Schedule shall be increased based on the most recent previous 12-month period published Consumer Price Index (CPI) rate for all indices, Los Angeles County. As such, the values provided in the updated table (attached) have been increased by 5.66% and will be effective October 1, 2023.

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

Sincerely,

Patrick Lammerding Deputy Executive Director Planning and Development



#### RFP No. NE19-02: WASTE HAULING AND RECYCLING SERVICES FEE SCHEDULE

\*The Fee Schedule Offer pricing shall be firm, fixed price, all-inclusive, and shall include, without limitation, all costs for furnishing and transporting the containers for each designated, requested location, waste pick-up, waste disposal fees, including any 3rd party fees, labor, equipment, PPEs, uniforms, regulatory fees and permits, insurance and equipment maintenance, fuel, fuel surcharges, trip charges except where indicated as an "additional pick-up" within the Fee Schedule, general and administrative support costs, materials, mileage, overhead(s), profit, supplies, sale and use taxes, shipping and handling, etc. Labor pricing shall contemplate all planned and unplanned wage changes and shall be firm for a 3 year period. Any increases in minimum wage rates shall have been contemplated in the Fee Schedule Offer.
Updated Rates effective 10/01/23

Ħ	Bin Contents	Location	Address	Qty.	Container	Pick- up/wk	Monthly Fee (hold firm for 3 years)	Each Add'l Pick-up per Container
ī	Mixed, minimal food waste	Maintenance Yard	7901 San Fernando Rd.*	2	3 yard	1	<b>s</b> 154.57	\$ 17.12
2	Mixed, minimal food waste	Hangar 4	4511 W. Empire Ave.	1	4 yard	2	\$ 206.09	\$ 22.82
3	Mixed, minimal food waste	Hangar 5	4511 W. Empire Ave.	1	4 yard	2	\$ 206.09	\$ 22.82
4	Mixed, minimal food waste	Hangar 37	2800 N. Clybourn St.	1	4 yard	2	\$ 206.09	s 22.82
5	Mixed, minimat food waste	Gate 435	2800 N. Clybourn St.	2	4 yard	2	\$ 412.18	\$ 22.82
6	Mixed, minimal food waste	Hangar 35	2800 N. Clybourn St.	1	3 yard	2	s 154.57	s <sub>17.12</sub>
7	Mixed, minimal food waste	Hangar 45	2800 N. Clybourn St.	1	4 yard	2	\$ 206.09	\$ 22.82
8	Mixed, minimal food waste	Hangar 43	2800 N. Clybourn St.	1	4 yard	2	\$ 206.09	\$ 22.82
9	Mixed, includes food waste	Air Cargo	4209 Empire Ave	4	4 yard**	6	\$ 2,589.45	\$ 22.82
10	Mixed, includes food waste	Air Cargo	4209 Empire Ave	1	6 yard**	6	\$ 971.54	\$ 34.23
11	Mixed, includes food waste	Ave. A	2627 Hollywood Way	8	4 yard**	7	\$ 6,045.23	\$ 22.82
15	Cardboard	Ave. A. Terminal B	2627 Hollywood Way	3	4 yard	4	706.58	\$ 22.82
_		1 20 1	TOTAL PRICE PER	MONT	I ALL LOCA	TIONS:	\$ \$12,064.57	

YEAR ONE NOT-TO-EXCEED TOTAL ALL LOCATIONS	\$134,052.11
YEAR TWO NOT-TO-EXCEED TOTAL ALL LOCATIONS:	\$134,052.11
YEAR THREE NOT-TO-EXCEED TOTAL ALL LOCATIONS:	\$134,052.11
THREE YEARS NOT-TO-EXCEED TOTAL ALL LOCATIONS:	\$402,156.33
PRICE ÎN WORDS:	Four hundred and two thousand, one hundred fifty-six dollars and thirty-three cents

#### Updated Rates effective 10/01/23 OVERFLOW BINS - WASTE HAULING ON AN AS-NEEDED BASIS

Ħ	Bin Contents	Location	Address	Qty.	Container	Callection Schedule	Rate per Pull
12	Mixed, minimal food waste	Maintenance Yard	7901 San Fernando Rd. °	ı	40 yard	Services by Phone/Email request-12 hour response	<sup>\$</sup> 450.75
13	Mixed, minimal food waste	Maintenance Yard	7901 San Fernando Rd. *	1	IO yard	Services by Phone/Email request-12 hour response	<b>\$</b> 336.63
14	Mixed, minimal food waste	Hangar 40	2800 N, Clyboum St.	I	4 yard	Services by Phone/Email request-12 hour response	<b>\$</b> 97.15

<sup>\*7901</sup> San Fernando Rd. - Waiver to RecycLA exclusive franchise system for the City of Los Angeles address is pending

#### ADDITIONAL EQUIPMENT AS NEEDED

(fees include delivery and removal of container)

Container	Rate per Pull	Updated Rates effective 10/01/23
2 yard	\$ 142.64	
3 yard	\$ 171.17	
4 yard	\$ 199.70	
6 yard	\$ 256.75	
10 yard	\$ 399.39	
40 yard	\$ 484.98	

<sup>\*</sup> Locations 9, 10 &11 require device to prop dumpster lid open while trush is being deposited into the container without the use of hands.

*For Options Years 4 & 5 automatic labor rate adjustments shall be made each year by the Consumer Price Index (CPI) for All Urban Consumers for the Los Angeles-Riverside-Orange County statistical area (CPI U) published by the United States Department of Labor, Bureau of Labor Statistics. In the event the CPI-U is discontinued or revised during the term of this Agreement, such other governmental index or computation with which it is replaced shall be used.								
The undersigned Company hereby submits its Fee Schedule Offer Form to the Authority. This offer is firm, and valid for acceptance via award by the Authority for a period of one hundred and twenty days (120) from the bid closing date. This offer accepts and incorporates by reference all of the solicitation documents								
This Schedule of Fees has been executed by a duly authorized representative of the Company as indicated below:								
Contractor Name: American Reclamation, Inc.								
Authorized Signature:								
Name: John R. Gasparlan								
Title: President								
Date:								

## **Hollywood Burbank Airport**

REVENUE PASSENGERS		August		January - August			
Signatory Airlines	2023	2022	% Change	2023	2022	% Change	
Alaska Airlines	68,281	45,169	51.17%	446,536	303,257	47.25%	
American Airlines	31,168	30,061	3.68%	287,620	224,428	28.16%	
Avelo Airlines	32,878	31,083	5.77%	235,094	243,630	-3.50%	
Delta Airlines	12,364	15,742	-21.46%	99,232	119,988	-17.30%	
Flair Airlines	0	2,908	N/A	0	14,090	N/A	
JetBlue Airways	7,847	8,282	-5.25%	54,227	90,822	-40.29%	
Southwest Airlines	322,949	358,584	-9.94%	2,469,177	2,592,603	-4.76%	
Spirit Airlines	15,673	17,149	-8.61%	126,450	80,927	56.25%	
United Airlines	24,346	20,534	18.56%	157,442	108,085	45.66%	
Non-Signatory Airlines							
Frontier Airlines	0	3,881	-100.00%	5,482	60,250	-90.90%	
Total Revenue Passengers	515,506	533,393	-3.35%	3,881,260	3,838,080	1.13%	
Inbound (deplaned)	258,705	268,411	-3.62%	1,943,937	1,921,680	1.16%	
Outbound (enplaned)	256,801	264,982	-3.09%	1,937,323	1,916,400	1.09%	

AIRCRAFT OPERATIONS		August			January - August		
	2023	2022	 % Change	2023	2022	 % Change	
Landings & Takeoffs							
Air Carrier	5,417	5,921	-8.51%	41,763	43,976	-5.03%	
Air Taxi	2,201	2,487	-11.50%	17,064	15,396	10.83%	
General Aviation	2,317	2,745	-15.59%	15,258	18,620	-18.06%	
Military Itinerant	36	26	38.46%	235	278	-15.47%	
Subto	otal 9,971	11,179	-10.81%	74,320	78,270	-5.05%	
Pass Through BUR Airspace	<del></del>						
Civil Local	2,755	1,978	39.28%	17,794	17,663	0.74%	
Military Local	0	0	N/A	0	0	N/A	
Subto	tal 2,755	1,978	39.28%	17,794	17,663	0.74%	
Total Aircraft Operatio	ns 12,726	13,157	-3.28%	92,114	95,933	-3.98%	

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

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

General Aviation: Civil aviation operations for personal use

Military Itinerant: Military aviation activities

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

# **Hollywood Burbank Airport**

AIR CARGO (lbs.)		August		January - August			
Signatory Airlines	2023	2022	% Change	2023	2022	 % Change	
Alaska Airlines American Airlines Avelo Airlines Delta Airlines	2,810	3,416	-17.74% N/A	18,174 13	11,323 621	60.51% -97.91%	
Flair Airlines JetBlue Airways Southwest Airlines Spirit Airlines	146,141	153,776	-4.97%	804,315	1,632,336	-50.73%	
United Airlines	0	0	N/A	172,951	0	N/A	
Non-Signatory Airlines							
Frontier Airlines							
Other Scheduled Carriers							
Federal Express United Parcel Service	2,701,732 3,745,237	2,707,066 3,948,713	-0.20% -5.15%	20,539,444 26,276,271	27,279,477 30,538,866	-24.71% -13.96%	
Charter/Contract Carriers							
Ameriflight	191,602	172,536	11.05%	1,240,444	1,381,983	-10.24%	
Total Air Cargo	6,787,522	6,985,507	-2.83%	49,051,612	60,844,606	-19.38%	
Inbound (deplaned) Outbound (enplaned)	3,522,962 3,264,560	3,570,575 3,414,932	-1.33% -4.40%	====== 25,046,251 24,005,361	====== 30,662,849 30,181,757	 -18.32% -20.46%	
MAIL (lbs.)		August		Ja	anuary - Augus	t	
	2023	2022	% Change	2023	2022	 % Change	
	0	0	N/A	0	0	N/A	
Total Mail	0	0	N/A	0	0	N/A	

======

N/A

N/A

0

0

0

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N/A

N/A

0

0

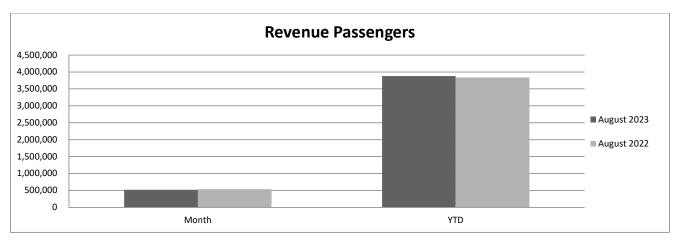
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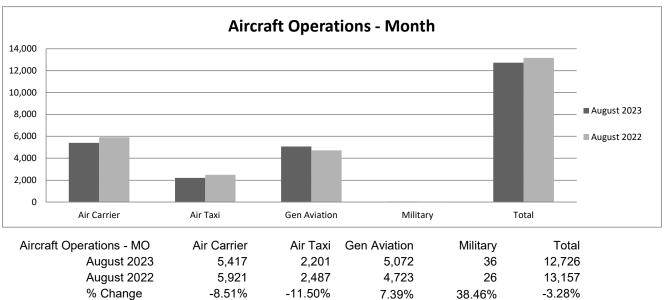
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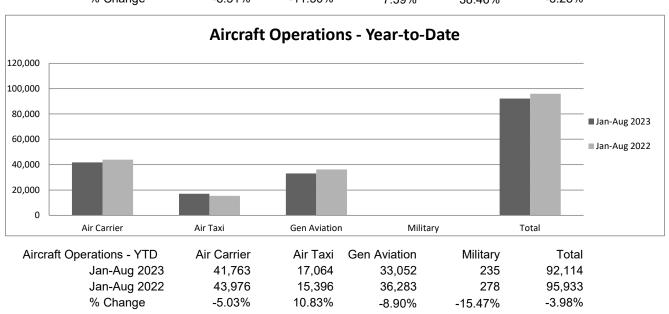
Inbound (deplaned)

Outbound (enplaned)



Revenue Passengers Month YTD
August 2023 515,506 3,881,260
August 2022 533,393 3,838,080
% Change -3.35% 1.13%





On Sep 22, 2023, at 2:31 PM, Osuna, Mario < MOsuna@burbankca.gov > wrote:

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

Perry,

Pursuant to Article VIII, Section 7, Subsection B of the City of Burbank's 2023-2024 fee schedule, the City requires that On-Call plan check consulting fees are recovered at an at cost basis with a 20% administration fee to recover costs incurred by the City in providing plan check services. Please note that this is an initial estimate that may prove to change as the project unfolds. We will ensure to diligently track the billable hours and keep your team informed so that we may adjust services or request additional funds as is necessary. Attached to this email you will find the preliminary estimate from our plan check consultant, TRB and Associates, a letter detailing the basis of the estimate, a spreadsheet detailing our Planning and Transportation Divisions' project cost allocation estimate, and the pertinent section of our fee schedule. The table below is a summary of the total on-call fees that the Community Development's Building, Planning, and Transportation Divisions are collectively requesting to provide plan check services for the Airport RPT project. The fees are to be paid by check made out to the City of Burbank and we would prefer that is hand delivered to myself, Mario Osuna. Please reach out to me with any questions or concerns, thank you.

#### ON-CALL AIRPORT RPT FEES (CDD)

BUILDING PLAN CHECK SERVICES (TRB & ASSOCIATES)	\$206,000
1. 20% ADMIN FEE	\$41,200
LANDSCAPE CONSULTANT SERVICES (JMD LANDSCAPE ARCHITECTURE)	\$1,500
2. 20% ADMIN FEE	\$300
SENIOR TRANSPORTATION PLANNER	\$15,802
SENIOR PLANNER	\$21,822
TRANSPORTATION CONSULTANT SERVICES (FHER & PEERS)	\$50,000
3. 15% ADMIN FEE	\$7,500
TOTAL	\$344,124

#### <image002.jpg>

MARIO OSUNA, P.E.

BUILDING OFFICIAL/ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR CITY OF BURBANK | BUILDING AND SAFETY

818.238.5241 | MOSUNA@BURBANKCA.GOV

Working together for a safe, beautiful and thriving community



September 8, 2023

City of Burbank Community Development — Building Division Attn: Mario Osuna, Building Official mosuna@burbankca.com

SUBJECT: Preliminary Plan Check Services Fee Estimate Basis - Airport Terminal Replacement Project

Dear Mr. Osuna:

TRB and Associates (TRB) is pleased to present the following information related to the assumptions and basis for determining the preliminary plan check fee estimate on the Burbank Airport Terminal Replacement project for your reference.

In general, the preliminary figures provided on the proposed price summary sheet, which accompanied our May 8, 2023 proposal response document, assumed a relatively low number of separate permit review packages, and that all submitted packages would be comprehensive and substantially complete. We would note that at the time of our preliminary estimate, access to project drawings, a master drawing list, or submittal package itemization was not available as this information was not yet published.

We would advise that a moderate to high number of separate permit review packages, and/or packages comprising only partial or incomplete information would be expected to incur additional cost. We would also note that any meeting time in addition to that budgeted for the anticipated monthly meetings would also be expected to incur additional cost.

If it would be of benefit to the project team, we are prepared to provide fee estimates for each separate permit review package at the time of submittal to enable a more detailed accounting of projected project-related costs.

If you have questions or need any additional information related to anticipated project costs, please do not hesitate to contact Paul Armstrong by phone at (562) 202-0918 or by email at parmstrong@trbplus.com.

Sincerely,

TRB + ASSOCIATES, INC.

Q Q Q===1

Paul Armstrong, P.E., CBO

Director of Code Compliance & Project Manager

Todd Bailey, P.E., LEED AP, CASp, MBA Principal & Founder



**Sacramento Office** 

#### PROPOSED PRICE

#### **Estimated Number of Hours Per Task**

TRB's preliminary estimated number of hours for each task is provided below, with hourly rates shown on the following page. This estimate is based upon the project elements and timeframe identified in the Scope of Work portion of the RFP document (Attachment A). Please note that the figures provided are preliminary estimates only. Upon receipt of specific project plans, calculations, specifications, and confirmed valuations, we will coordinate with City staff to discuss and verify estimated plan check fee amounts.

#### Task 1: Monthly Meetings

The estimate for Task 1 assumes one meeting per month with two TRB team members in attendance. Please note that our team members are available to attend meetings beyond those assumed, however this presented estimate would increase based upon any additional attendance needed.

Task 1	Estimated Number of Meetings	Number of TRB Team Members in Attendance	Estimated Number of Hours Per Meeting	Total Estimated Number of Hours for this Task	Assumed Average Hourly Billing Rate	Total Estimated Cost
Total Task 1 Estimate	10	2	2	40	\$150	\$6,000

#### Task 2: Plan Review for Code Compliance

The estimate for Task 2 includes three total plan review cycles, the initial plan review and two rechecks. Any further review cycles which become necessary would be considered additional cost items.

Task 2	Initial Submittal	Second Submittal	Third Submittal	Total Estimated Number of Hours for this Task	Assumed Average Hourly Billing Rate	Total Estimated Cost
Passenger Terminal	325	150	50	525	\$150	\$78,750
Roadways	50	20	10	80	\$150	\$12,000
Parking Garage and Lot	325	150	50	525	\$150	\$78,750
Apron	50	20	10	80	\$150	\$12,000
Support Facilities	100	40	24	164	\$150	\$24,600
Total Task 2 Estimate	96	56	40	1374	\$150	\$206,000

#### **Task 3: Post Permit Modifications**

The estimate for Task 3 assumes a typical post permit modification to be of relatively minor scale. The number of hours will vary depending on the size and complexity of the Airport Design Team's proposed change. The estimate includes three total plan review cycles, the initial plan review and two rechecks. Any further review cycles which become necessary, or large scale modifications, would be considered additional cost items.

Task 3	Initial Submittal	Second Submittal	Third Submittal	Total Estimated Number of Hours for this Task	Assumed Average Hourly Billing Rate	Total Estimated Cost <u>per</u> <u>Modification</u>
Task 3 Estimate: Per Modification	8	5	2	15	\$150	\$2,250



#### **Schedule of Hourly Rates**

TRB and Associates offers the following hourly rate schedules for services provided.

<u>Position</u>	<b>Hourly Rate</b>
Principal / Director Project Manager Building Official Assistant Project Manager Analyst	\$185.00 \$155.00 \$155.00 \$140.00 \$ 95.00
Supervising Plan Review Engineer / Architect Senior Plan Review Engineer / Architect Senior Plans Examiner (Building & Fire) Plan Review Engineer/Architect Plans Examiner (Building & Fire) Engineering Technician Intern Plans Examiner	\$165.00 \$150.00 \$135.00 \$125.00 \$115.00 \$ 95.00 \$ 65.00
Permit Technician Clerical/Admin	\$ 65.00 - 85.00 \$ 58.00
Geotechnical Engineer Fire Protection Engineer CASp Certified Inspector/Examiner Grading/Storm Water Plan Review Engineer QSP Storm Water Inspector	\$215.00 \$215.00 \$145.00 \$195.00 \$195.00
Supervising Inspector Senior Inspector Inspector Intern Inspector	\$120.00 - 145.00 \$ 95.00 - 120.00 \$ 85.00 - 95.00 \$ 65.00

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization)
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 10 percent.
- All requested inspection services are subject to a minimum 4-hour fee.



Desc	cripti	on	Amount	Unit/Time
		(e) Each additional 10,000 Cubic Yards	\$809.00	Each additional 10,000 Cu Yds over 200,000 or portion thereof
SECTIO	N 7.	MISCELLANEOUS INSPECTIONS AND FEES (Added 11/29/83, Resolution 20,810) (Last Update 6/13/23, Resolution 23-29,433)		
Desc	cripti	on	Amount	Unit/Time
(A)	lner	ection Service not Otherwise Listed		
(A)	(1) (2) (3)	Inspection Service not Otherwise Listed Special Inspections Inspections Other than Regular Hours	\$173.00 \$173.00 \$173.00	Per Hour Per Hour Per Hour (4-Hour
	(4)	Condo Conversion	¢172.00	Minimum)
	(4)	Condo Conversion	\$173.00	Per Unit
(B)	Plar (1)	n Check Fee Consultant Services <sup>1,2</sup>	Cost <sup>3</sup>	Minimum of One Hour
		1 When Building Official determines that plan check review times are projected to exceed State mandated review times, consultant plan check services are to be used in lieu of direct staff review.		rioui
		2 Special consulting services, when requested by an applicant, such as but not limited to inspections, plan check engineering services, and landscape shall be over and above regular permit fees.		
		3 Cost shall be the actual cost of the services of the consultant retained and 20% of said cost to cover City analysis and overhead expenses.	_	
	(2)	Plan Check Service not Otherwise Listed		
		(a) Type A Construction	\$244.00	Per Hour
	(2)	(b) Type B Construction	\$244.00	Per Hour
	(3)	Model Water Efficiency Landscape Ordinance (MWELO) Review	\$636.00	Per Hour. 2-hour minimum
	(4)	Geotechnical and Soils Consultant Report Review Fee	\$440.00	Per Hour. 4-hour minimum.
(C)	Pen	alties		
` '	(1)	Working Without Required Permit	2 Times Permit Fee	
	(2)	Reinspection	\$162.00	Per Hour
	(3)	Restamp and Reapproval of Lost Plans	\$162.00	Per Hour (1 Hour Minimum)
	(4)	Reissue Inspection Card	\$47.00	Per Card
	(5)	Administrative Citation		
		First	\$100.00	
		Second	\$200.00	
		Third	\$500.00	



# GSA PROPOSAL#23-1009D SUBMITTED TO



Hollywood Burbank Airport Attn: Lewis Pianka, Assistant Fire Chief 2627 N Hollywood Way Burbank, CA 91505

#### **Contact Information:**

KOVA, Corp.

102 East Bay Avenue, Suite J,
Manahawkin, NJ 08050
CJ Silva, VP Operations
609-597-1498 x 125
CJ@kovacorp.com

October 12, 2023

# TABLE OF CONTENTS

SECTION 1 Overview	. Page 3
SECTION 2 System Design & Operation	Page 4
SECTION 3 System Cost Proposal	Page 6
SECTION 4 Annual Support & Optional Components	. Page 7

#### **Section I: Overview**

This KOVA Emergency Alert Notification System (KEANS) is tailored to fulfill your emergency notification system needs and so robust and customizable for individual airport operations. The system proposed for Hollywood Burbank Airport includes redundancy and modular design, affording your personnel with the latest digital technology that is extremely flexible and functional, built around standard operating procedures. The system can grow with your facility and will continue to provide unprecedented freedom of expandability moving forward.

#### **CUSTOMER RESPONSIBILITIES**

All transport wiring (Ethernet or fiber) between the core system and any endpoints (including PoE+ switches, UPS, etc.,) will be the responsibility of the Airport. Terminations for each end point will be RJ-45 receptacles located within 10 feet of the end point location. These receptacles should be red in color to distinguish them as dedicated outlets for the Emergency Alert System. Any Ethernet to fiber conversions in the transport path between the server and the endpoints are the responsibility of the customer. On the core side, each endpoint, modem or PoE+ switch endpoint should be terminated on an RJ-45 modular (male) connector within the rack or cabinet which will house the Emergency Alert system servers. System Endpoints shall be mounted by the customer in advance of system deployment.

#### KOVA RESPONSIBILITIES

KOVA will provide the design, labor, materials, implementation, testing, training, documentation, maintenance and remote based support for a one-year period as required to provision the system and enable the end- users. KOVA will also provide on-going consultation with technical personnel to ensure the system is operating at optimum levels within the customer environment. If required, KOVA will interfacewith customer 3rd party vendors to pursue integration into other systems. Such integrations may carry additional cost based upon complexity and development required. KOVA will keep the customer personnel abreast about any information related to new and updated features as they are released.

#### PREVAILING WAGE REQUIREMENTS

All workers employed on <u>public works projects</u> must be paid the prevailing wage determined by the Director of the Department of Industrial Relations, according to the type of work and location of the project. The prevailing wage rates are usually based on rates specified in collective bargaining agreements.

#### **Section 2: System Design & Operation**

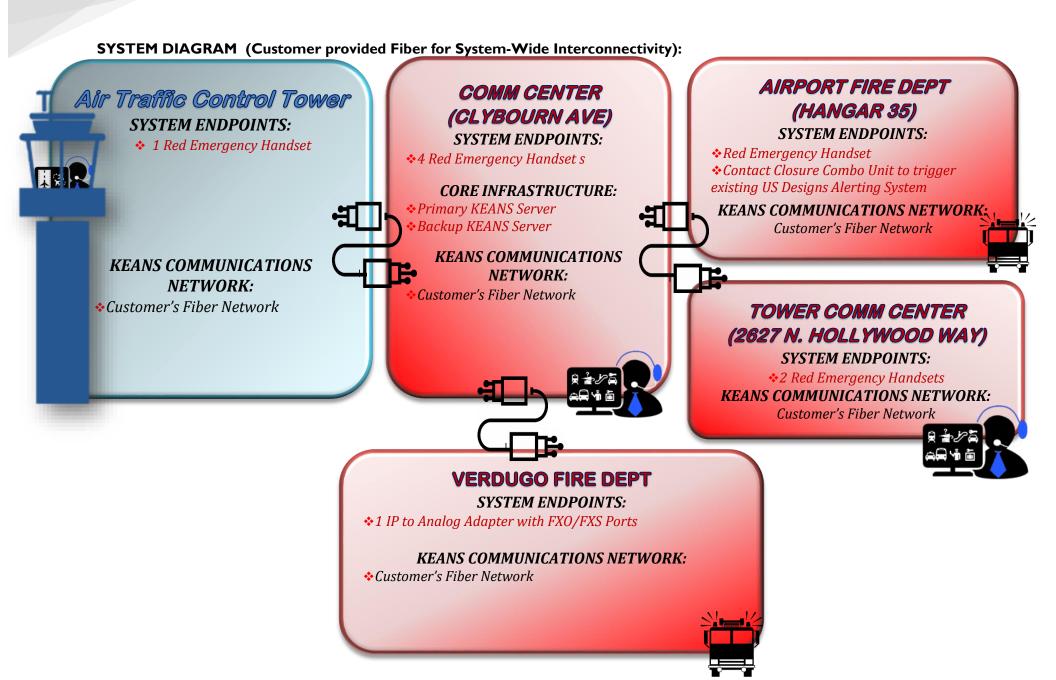
Alerts can be initiated from any KEANS Red Emergency Handset. The alert will begin once verbal authentication for all locations has been obtained (i.e. all phone endpoints have joined the call). Upon initiating an alert, KEANS will also send a contact closure signal to trigger existing US Digital Designs Station Alerting System (if contact closure is supported) at the Airport Fire Department.

In this proposal, KOVA is providing the following endpoint configurations, based upon the specific location and the equipment where deployment will occur and is based on KOVA's End User License Agreement:

#### **DELIVERABLES**:

Qty	Item Code	Description	Location
ı	KOVA-EANS-IP-	KOVA IP Based Executive Phone with Multi-	FAA Control Tower
	PHONE-EXEC	Button configuration	
2	KOVA-EANS-IP-	KOVA IP Based Executive Phone with Multi-	Tower Comm Center
_	PHONE-EXEC	Button configuration	(2627 N. Hollywood Way)
	KOVA-EANS-IP-	KOVA IP Based Executive Phone with Multi-	Airport Fire Department
'	PHONE-EXEC	Button configuration	(Hangar 35)
	KOVA-IF-KEANS-	VEANIC EVO/EVC A doubter	Verdugo Fire Department
'	PAGE-F	KEANS FXO/FXS Adapter	(421 N. Oak Street)
4	KOVA-EANS-IP-	KOVA IP Based Executive Phone with Multi-	Comm Center
4	PHONE-EXEC	Button configuration	(2800 N. Clybourn Ave)
	KOVA-EANS-CC-	KOVA Provided Contact Closure Signal & PA	Airport Fire Department
1	INTERFACE-	Adapter Combo (to trigger existing US Digital	(Hangar 35)
	COMBO	Designs Station Alerting System)	
	PHYSICAL-SERVER-	KOVA Provided Primary Server (Hardware	Clybourn Ave. Comm Center
'	PRI	Inclusive)	
	PHYSICAL-SERVER-	KOVA Provided Backup Server (Hardware	Clybourn Ave. Comm Center
'	BCK	Inclusive)	
		Delivery, Configuration, Training, and 1st Year	System-Wide Implementation
1	DINSTALL	Warranty with remote based support. Price	
'	DINSTALL	does not include any networking, wiring,	
		network transport, or connectivity.	

OP



#### Section 3: System Cost Proposal Solution as Per GSA Contract:

#### **Customer Provided Fiber for System-Wide Interconnectivity**

GSA Contract #: GS-35F-011BA
Valid Thru: 10/14/2023
Contractor: KOVA, CORP.

Address: 102 E BAY AVE STE J MANAHAWKIN, NJ 08050-3175

Phone: 800-204-5200

E-Mail: csilva@kovacorp.com
Web Address: http://www.kovacorp.com

FEIN: 22-3564190

CLICK HERE TO ACCESS KOVA CORP.'S ONLINE GSA CONTRACT

SIN#	Qty	Item Code	Description	GSA Advantage Catalog Price	Final Discounted Price
33411	I	KOVA-EANS-SYSTEM- TEB-DEV-36-OPT-A	Emergency Alert Notification System	\$91,899.75	\$69,456.25
				Sales Tax 10.25%	7,119.26
	*TO	•		, CONFIGURATION, PARTS WARRANTY:	\$76,575.51

# \*BELOW IS THE ITEMIZED SOLUTION COMPONENTS FOR BUNDLED SOLUTION ABOVE:

Qty	Item Code	Description	Location
I	KOVA-EANS-IP-PHONE-EXEC	KOVA IP Based Executive Phone with Multi-Button	FAA Control Tower
2	KOVA-EANS-IP-PHONE-EXEC	KOVA IP Based Executive Phone with Multi-Button	Tower Comm Center
			(2627 N. Hollywood Way)
1	KOVA-EANS-IP-PHONE-EXEC	KOVA IP Based Executive Phone with Multi-Button	Airport Fire Department
			(Hangar 35)
1 1	KOVA-IF-KEANS-PAGE-F	KEANS FXO/FXS Adapter	Verdugo Fire Department
			(421 N. Oak Street)
4	KOVA-EANS-IP-PHONE-EXEC	KOVA IP Based Executive Phone with Multi-Button	Comm Center
			(2800 N. Clybourn Ave)
	KOVA-EANS-CC-INTERFACE-	KOVA Provided Contact Closure Signal & PA	Airport Fire Department
I	COMBO	Adapter Combo (to trigger existing US Digital	(Hangar 35)
	661156	Designs Station Alerting System)	
I	PHYSICAL-SERVER-PRI	KOVA Provided Primary Server (Hardware Inclusive)	Clybourn Ave. Comm Center
I	PHYSICAL-SERVER-BCK	KOVA Provided Backup Server (Hardware Inclusive)	Clybourn Ave. Comm Center
		Delivery, Configuration, Training, and 1st Year	System-Wide Implementation
1	DINSTALL	Warranty with remote based support. Price does not	
'	DINGTALL	include any networking, wiring, network transport, or	
		connectivity.	

PAYMENT TERMS:
NET 30 FROM DATE OF DELIVERY

### Section 4: Annual Extended Warranty & Support

OPTIONAL EXTENDED WARRANTY AND SERVICE OPTIONS FOR BASE SOLUTION (USING CUSTOMER PROVIDED FIBER FOR SYSTEM INTERCONNECTIVITY)

	· · · · · · · · · · · · · · · · · · ·		<u> </u>
GSA Item Code	GSA Description	GSA Catalog Price	Final Discounted Price
KOVA-MAINTENANCE- GOLD-PLAN-GOVT- EXTENDED	Year 2: Extended Warranty with 24x7 remote support with next day depot on replacement parts of the base system quoted with a purchase price of \$69,456.25	\$22,974.94	\$13,891.25

#### **AT&T Services - NEW PROPOSED SERVICES**

#### Presented to

#### **Burbank Airport**



	Service Addresses
\$2,815.86	
\$50.79	
See Below	See below
36	See below
10/31/2023	
	\$50.79 See Below 36

Pricing Summary – ASEoD with Vo				
		Quantity	Unit Price	Totals
SITE 1:	2800 N. Clybourn Ave			
ASEoD 1G/100Mb Port		1	\$214.50	\$214.50
ASEoD 50Mb CIR Real Time		1	\$370.20	\$370.52
Mgd Router with HA		1	\$353.60	\$353.60
			Site Monthly	\$938.62
SITE 2:	FAA 2821 N. Hollywood Way	en de la companya de		
ASEoD 1G/100Mb Port		1	\$214.50	\$214.50
ASEoD 50Mb CIR Real Time		1	\$370.20	\$370.52
Mgd Router with HA		1	\$353.60	\$353.60
			Site Monthly	\$938.62
Site 3:	Glendale Fire/Vedugo 405 N.	Oak St Glendale		
ASEoD 1G/100Mb Port		1	\$214.50	\$214.50
ASEoD 50Mb CIR Real Time		1	\$370.20	\$370.52
Mgd Router with HA		1	\$353.60	\$353.60
			Site Monthly	\$938.62
		Total Mon	thly (all 3 sites)	\$2,815.86
nstallation/Activation One-Time (	Charges			
Description				Totals
PROMOTION - 2 Months FREE Rou	ters			\$2,223.20
AT&T Fiber Installation*				Included
6) Router Shipping & On-Site Inst	all			\$50.79
Site Survey will identify if any ex	tro buildout rosuired			

The above prices are based on current rates and do not include any applicable local, state or federal taxes or surcharges. The rates are subject to change without notice. Installation interval is determined after required site survey.

To ask questions or place an order, contact:

Rich Long
AT&T Client Sales Exec
310-426-4796
rl723s@att.com



Rich Bonitz

AT&T SSE

310-489-8985

rb9291@att.com

VENDOR	VENDOR INFORMATION:
Vendor Name:	AT&T
Address (For Remittance):	PO Box 5019
City, State, Zip:	Carol Stream, IL 60197-5019
VEND	VENDOR CONTACT
Name:	Robbie Rogers
Title:	Engagement Manager
Phone:	770-325-4011
Email:	rr251s@att.com
BUDG	BUDGETARY QUOTE
Created Date:	9/26/2023
Expiration Date:	10/26/2023



Customer Name: Burbank Glendale Pasadena Airport

**CUSTOMER INFORMATION** 

2800 N. Clybourne Avenue

Shipping Address: City, State & Zip

Burbank, CA 91505-1010

Kimberly Parker-Polito

818-729-2210 BILLING INFORMATION

Contact Phone:

Bill To:

**Burbank Glendale Pasadena Airport** 

2627 N. Hollywood Way

Burbank, CA 91505-1062

City, State & Zip

Billing Address:

Kimberly Parker-Polito

818-729-1010

Contact Phone:

FATPIPE

SKU	QUANTITY	DESCRIPTION	MRR PRICE	SHIPPING
		Bundle # 1: 2800 N. Clayboutn Avenue		
ASE-FP-WAN-LT100M-1G PORT	2	ASEoD FatPipe WAN Edge <100M (1G PORT)	\$353.60	
	1	On-site installation - Promo	\$16.93	WATER PARTY OF THE
			\$0.00	
		Bundle # 2: FAA 2821 N. Hollywood Way	\$0.00	
ASE-FP-WAN-LT100M-1G PORT	2	ASEoD FatPipe WAN Edge <100M (1G PORT)	\$353.60	
FP-ONSITE-INSTALL	1	On-site installation - Promo	\$16.93	
			\$0.00	
		Bundle #3: Glendale Fire / Vedugo 405 N. Oak Street, Glendale	\$0.00	
ASE-FP-WAN-LT100M-1G PORT	2	ASEoD FatPipe WAN Edge <100M (1G PORT)	\$353.60	
FP-ONSITE-INSTALL	1	On-site installation - Promo	\$16.93	
Shipping				\$0.00
TOTAL			\$1.111.60	\$0.00

# Tax Not Incld, F.O.B., SHIP. PT., PPD/CHG

herein. All pricing is considered budgetary until Statement of Work & any other necessary contracts are put into effect. Pricing does not include any applicable taxes or shipping. Financing options available upon request. Pricing options affiliated companies. All other marks contained herein are the property of their respective owners. The contents of this document are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained Copyright Notice and Statement of Confidentiality—© 2018 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and all other AT&T marks contained herein are trademarks of AT&T intellectual Property and/or AT&T available for US Customers Only.



Must sign by 10/26/2023.

Agreement No.:
AT&T Network Integration Tracking ID: GBS404036

Document Version#: V 1

Document Version#: V.1		
Customer	AT&T	
Burbank Glendale Pasadena Airport	AT&T Corp.	
<b>Customer Contact (for Notices)</b>	AT&T Contact (for Notices)	
Name: Kimberly Parker-Polito	Name: Rich Long	
Title: Director IT Operations	Street Address: 2260 E. Imperial Highway	
Street Address: 2800 N. Clybourne Avenue	City: El Segundo	
City: Burbank	State/ Province: CA	
State / Province: CA	Zip Code: 90245	
Zip Code: 91505-1010	Telephone: 310-426-4796	
Telephone: 818-729-1010	Email: rl723s@att.com	
Email: kparkerpolito@bur.org		
	With a copy (for Notices) to:	
	AT&T Corp.	
	One AT&T Way	
	Bedminster, NJ 07921-0752	
	ATTN: Master Agreement Support Team	
	Email: mast@att.com	
Customer Billing Address	AT&T Branch Sales Contact	
Attn: Kimberly Parker-Polito	Name: Rich Long	
Title: Director IT Operations	Street Address: 2260 E. Imperial Highway	
Street Address: 2627 N. Hollywood Way	City: El Segundo	
City: Burbank	State/ Province: CA	
State / Province: CA	Zip Code: 90245	
Zip Code: 91505-1062	Telephone: 310-426-4796	
Telephone: 818-729-1010	Email: rl723s@att.com	
Email: kparkerpolito@bur.org	Sales/Branch: Susan I. Page	
	SCVP Name: Michael J. Saucedo	
:		
AT&T NI Contact Information		
Name: Dahhia Dagara		

Name: Robbie Rogers

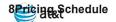
Street Address: 11700 Great Oaks Way Suite 500

City: Alpharetta State / Province: Zip Code: 30022

Telephone: 770-325-4011 Email: rr251s@att.com

Upon mutual execution hereof, this Pricing Schedule for AT&T Network Integration Services ("NI Pricing Schedule") becomes part of the Master Agreement between AT&T and Customer referenced above.

Customer: Burbank Glendale Pasadena Airport (by its authorized representative)	AT&T (by its authorized representative)	
By:	Ву:	
Name:	Name:	



Must sign by 10/26/2023.

Title:	Title:
Date:	Date:



Must sign by 10/26/2023.

#### 1. DEFINITIONS

All other capitalized terms used but not defined in this NI Pricing Schedule have the meaning given them in the Master Agreement.

"AT&T Equipment" means equipment AT&T provides hereunder to which AT&T retains all right, title and interest, which is located at a Customer site ("Site"), and which is used to provide Services. AT&T Equipment includes any internal code required to operate such Equipment. AT&T Equipment does not include Customer Equipment or Purchased Equipment.

#### 2. SERVICES

AT&T will provide AT&T Network Integration Services bundled with AT&T Equipment ("Services") as specified in a Statement of Work ("SOW") in the United States only. This NI Pricing Schedule states the terms and conditions governing SOW's and Equipment Order Lists ("EOL's") for Services. Attached to this NI Pricing Schedule is an SOW detailing the types of Services provided as well as commensurate charges or an EOL (collectively, "Attachments") which become effective and incorporated into this NI Pricing Schedule upon the Effective Date. AT&T may subcontract work to be performed hereunder but shall retain responsibility for all such work.

#### 3. STATEMENT(s) OF WORK

- A. Unless earlier terminated as described below, an SOW is deemed terminated when the parties' respective obligations have been fully performed or when it is otherwise terminated according to its terms.
- **B.** In the event of an inconsistency among terms, the order of priority is: (i) the applicable SOW; (ii) the NI Pricing Schedule and (iii) the Master Agreement.

#### 4. INTELLECTUAL PROPERTY RIGHTS

- **A.** All intellectual property and proprietary rights arising by virtue of AT&T's performance of the Services are and will remain the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.
- **B.** Customer shall retain those copies of any reports produced and furnished to Customer by AT&T ("Reports"), and Customer is hereby granted, under AT&T's copyrights, the perpetual, non-exclusive, personal, and non-transferable right to reproduce and modify Reports for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.
- C. AT&T hereby grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this NI Pricing Schedule, solely for Customer's own internal business purposes during the term of this NI Pricing Schedule, or for such other purposes as may be mutually agreed in writing by the parties.
- **D.** Except as otherwise specified herein, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied hereunder.

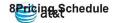
#### 5. WARRANTY

The provision of Services hereunder shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains as well as any standards set forth in the applicable SOW.

#### 6. INVOICING AND TAXES

The SOW specifies the charges that Customer shall pay for Services. Invoices for Services are issued monthly and payable by Customer thirty (30) days from the invoice date. Taxes are not included in charges detailed in the SOW.

#### 7. TERM AND TERMINATION



Must sign by 10/26/2023.

This NI Pricing Schedule shall remain in effect until terminated by either party on not less than thirty (30) days' prior written notice to the other party ("Pricing Schedule Term"); provided that, the terms and conditions of this NI Pricing Schedule shall continue to govern, through completion of performance (or earlier termination), all SOWs in effect on this NI Pricing Schedule's termination date. Termination charges, if any, shall be as specified in the applicable Attachment.

#### 8. LIMITATION OF LIABILITY

For purposes of this NI Pricing Schedule and SOW's placed hereunder, any limit or cap on liability contained in the "Limitations of Liability" article 6.1(a) (v) of the Master Agreement is superseded by the following: EACH PARTY'S LIABILITY UNDER THIS NI PRICING SCHEDULE SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED THE NET CHARGES PAID BY CUSTOMER FOR SERVICES UNDER THE SOW THAT GAVE RISE TO THE LIABILITY. This shall not limit Customer's responsibility for the payment of all charges properly due under the NI Pricing Schedule.

#### 9. AT&T EQUIPMENT

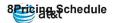
- **A.** Location of AT&T Equipment. The AT&T Equipment shall be delivered to and thereafter kept at the location specified in the SOW and shall not be removed without AT&T's prior written consent, such consent which shall not be unreasonably withheld.
- B. Use of AT&T Equipment. Customer, at its expense, shall take good and proper care of the AT&T Equipment and make all repairs and replacements necessary to maintain and preserve the AT&T Equipment and keep it in good order and condition. If Customer does not obtain maintenance services under this NI Pricing Schedule, Customer shall, at its own expense, enter into and maintain in force a contract with the manufacturer or other maintenance organization approved by AT&T covering maintenance of each unit of AT&T Equipment; Customer shall furnish AT&T with a copy of such maintenance contract. Customer shall not make any alterations, additions, or improvements, or add attachments to the AT&T Equipment without the prior written consent of AT&T, except for (i) additions or attachments consisting solely of telephone terminal equipment, and (ii) additions or attachments purchased or provided hereunder. AT&T Equipment, if any, provided to Customer hereunder may have additional license terms and/or other requirements or restrictions imposed by the manufacturer, supplier or publisher. Customer is solely responsible for ensuring its adherence to any and all such license terms and other requirements or restrictions and is deemed to accept them upon receipt of the AT&T Equipment in connection with the use of the AT&T Equipment by Customer.
- C. Return of AT&T Equipment. Unless otherwise specified in the applicable SOW, Customer shall return, at its own expense, the AT&T Equipment at the expiration or termination of this NI Pricing Schedule. Prior to return, Customer shall restore the AT&T Equipment to Return Condition, and Customer agrees that any addition, alteration, improvement, or attachment shall belong to and become a part of the property of AT&T. "Return Condition" means Customer shall return, at its cost and expense, the AT&T Equipment to AT&T in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the AT&T Equipment, normal wear and tear excepted. Return Condition also indicates that the AT&T Equipment will be eligible on expiration or termination of this NI Pricing Schedule for acceptance by the manufacturer, or a manufacturer certified third party maintenance organization. Any software upgrade will become the property of the AT&T. AT&T shall have the right, upon reasonable prior notice to Customer and during normal business hours, to inspect the AT&T Equipment at its location.
- **D.** Liens; Taxes. Customer shall not permit its rights or interest hereunder to become subject to any lien, charge, or encumbrance. Customer shall not permit the AT&T Equipment to become or remain a fixture to any real estate or an accession to any personality not financed hereunder.
- **E. Casualty Loss.** If the AT&T Equipment, in whole or in part, is lost, stolen, damaged or destroyed, or is taken in any condemnation or similar proceeding (an "Event of Loss"), Customer shall promptly notify AT&T. Customer shall, at its option: (a) immediately repair the affected AT&T Equipment such that it is in good condition and working order, (b) replace the affected item with like equipment of equal or greater value, in good condition, and transfer clear title thereto to AT&T, or (c) to the extent



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permitted by law, pay to AT&T, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV") (as hereinafter defined) for such affected AT&T Equipment, plus any other unpaid amounts due under the applicable SOW. If an Event of Loss occurs as to part of the AT&T Equipment for which the SLV is paid, a pro rata amount of each Monthly Recurring Charge shall abate from the date the SLV payment is received by AT&T. The SLV shall be an amount equal to the sum of all future Monthly Recurring Charges from the last Monthly Recurring Charge date to the end of the Minimum Payment Period (defined in Section 7(a) of the SOW).

- **F. Default.** Customer shall be in default hereunder upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) failure by Customer to pay any Monthly Recurring Charges or other amounts payable under any Statement of Work for a period of sixty (60) days or more, (b) Customer dissolves or ceases to exist or transfers a major part in value of its assets, (c) Customer becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition or has an involuntary petition filed or action commenced against it under the United States Bankruptcy Code or any similar federal or state law, (d) an adverse change in Customer's or any guarantor's financial condition as will, in the good faith judgment of AT&T, impair the AT&T Equipment or increase the credit risk involved, (e) failure by Customer to obtain or maintain insurance on the AT&T Equipment provided for hereunder, or (f) Customer fails to return the AT&T Equipment at the expiration or termination of this NI Pricing Schedule.
- G. Remedies. (i) Upon the occurrence of an Event of Default in accordance with sub-section F above, AT&T may, at its option do any or all of the following: (a) retake immediate possession of the AT&T Equipment, wherever located, and for such purpose, enter upon any premises without liability for so doing, (b) cause Customer, and Customer hereby agrees, to return the AT&T Equipment to AT&T as provided herein, (c) recover from Customer, as liquidated damages for loss of a bargain and not as a penalty, all sums owing hereunder and/or all Monthly Recurring Charges immediately due and payable, or (d) by notice in writing to Customer, cancel this NI Pricing Schedule whereupon all right and interest of Customer in or to the possession or use of the AT&T Equipment shall absolutely cease. (ii) Further, AT&T shall be entitled to recover from Customer, and Customer agrees to pay: (1) any and all damages which AT&T shall sustain by reason of any such default or breach by Customer, (2) such expenses as shall be expended or incurred by AT&T in the seizure, rental, storage, transportation, sale of AT&T Equipment, or enforcement of any right or privilege hereunder or collection of any sums due hereunder. Customer further agrees that, in any event, it will be liable for any deficiency after any sale, lease or other disposition by AT&T; (3) The remedies herein provided in favor of AT&T in the event of Customer's default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy.
- H. Assignment. Notwithstanding anything to the contrary specified in the Master Agreement, Customer acknowledges AT&T is entitled sell, transfer, and assign to a third party ("Assignee"), all right, title and interest of AT&T in and to the AT&T Equipment and the Monthly Recurring Charges (the "Assigned Assets"). Customer consents to the Assignment of the Assigned Assets by AT&T to Assignee. Such assignment does not relieve AT&T of its performance obligations under this SOW. Customer further acknowledges and agrees that the Assigned Assets may be further sold, transferred, and assigned by Assignee to any other person or entity without notice to or the consent of Customer. Customer shall not be entitled to assign its rights and obligations under the Master Agreement without the express written consent of Assignee.



Must sign by 10/26/2023.

# EXHIBIT 1: STATEMENT OF WORK INTRODUCTION

This SOW between **AT&T Corp**. ("AT&T") and Burbank Glendale Pasadena Airport ("Customer") is attached to the NI Pricing Schedule and made a part thereof upon execution.

#### SCOPE OF WORK

#### Services

AT&T will provide a managed networking solution ("Managed Solution") to U.S. Site(s) designated by Customer that will allow Customer to optimize WAN connectivity with reliability and redundancy on the WAN edge with multiple ISP links, designate quality of Service, implement encryption, and specify the stateful firewall. To implement the Managed Solution, AT&T will provide labor and AT&T Equipment which consists of hardware manufactured by FatPipe Networks as provided for herein. AT&T will order, track, support Customer's installation, and manage the AT&T Equipment. Services and/or equipment not specifically provided for hereunder are outside the scope of this SOW.

#### 1.2 AT&T Equipment

Upon execution hereof, AT&T will order on Customer's behalf, the AT&T Equipment listed in Appendix B ("AT&T Equipment Order List").

#### **SOW Term**

This SOW shall have a term of **36 months** ("Term") from the Effective Date of this SOW. The Services will commence thirty (30) calendar days after the Effective Date of this SOW. Each Site will have a term of thirty-six (36) months ("Minimum Payment Period" or "MPP") from the date of delivery of the AT&T Equipment to the Site.

#### AT&T RESPONSIBILITIES

AT&T will be responsible for executing the following activities. Activities not expressly included in this SOW are outside the scope.

#### **Project Management**

In support of the Services, AT&T will: provide resources to order and track delivery of the AT&T Equipment as documented in the attached EOL, Appendix B.

#### Staging - Infrastructure Configuration

- (a) AT&T will provide for a Remote Network Survey ("RNS"). Upon completion of the RNS, AT&T will make a recommendation for configuration and placement of the AT&T Equipment. This recommendation consists of:
  - 1) IP addressing scheme for the AT&T Equipment-segment of the network.
  - 2) Inbound and outbound policy routing recommendations.
  - 3) Configuration scheme
  - Updated network diagram showing the AT&T Equipment with an existing Customer network diagram.
- (b) AT&T will perform a review of the Customer-premise network edge.
- (c) AT&T will review the IP addressing scheme to determine proper placement of the AT&T Equipment.
- (d) AT&T will review client application requirements such as VPN tunnels, voice over IP, premise-based servers
- (e) Customer and AT&T will agree upon installation date.
- (f) AT&T will test all units prior to shipping. This test will consist of:
  - 1) 48-hour hardware traffic test for all appliances.
  - 2) Software confirmation and integrity testing.
  - Preset configuration (if required);



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4) Failover unit testing (if required).

#### Installation and Configuration

- (a) AT&T will assist Customer via remote tele-installation, scheduled at least three (3) business days in advance, on the mutual availability of both AT&T and Customer.
- (b) In the event Customer chooses onsite installation services, such installations are scheduled at least seven (7) business days in advance, on the mutual availability of both AT&T and Customer.
- (c) AT&T shall load pre-installation configuration information.
- (d) AT&T will assist Customer with power-up of AT&T Equipment to assure hardware functions normally.
- (e) AT&T will assist Customer with the AT&T Equipment connectivity to:
  - 1) Routers
  - 2) Firewall(s)
  - 3) LAN(s)
  - 4) DMZ
- (f) AT&T's installation responsibility is to ensure traffic passes from Customer LAN to AT&T WAN circuit. Customer is responsible to provide live traffic to the supplier's LAN port.

#### Test and Turn-up

- (a) Network WAN Testing:
  - 1) Ping Test to assure that each WAN interface is responding.
  - 2) Ping each router to assure AT&T Equipment to Router connectivity.
  - 3) Ping test to assure AT&T Equipment to Internet connectivity.
- (b) Network LAN Testing:
  - 1) IP addressing, to assure that devices on the LAN can ping the AT&T Equipment.
  - 2) Testing to assure that the Administrator can connect to the AT&T Equipment and access the user interface for device configuration.
- (c) Functionality Testing
  - 1) Internet traffic testing to assure that the devices on the LAN can access websites without
  - 2) Traffic test to assure that the traffic is flowing across all available Internet connections.
  - 3) Testing to ensure e-mails can be received and sent.
  - 4) Customer specific tests defined during pre-install conference.
  - 5) Dynamic Load-balancing test and recommendation.

#### **Training**

AT&T will provide tele- remote training on an as-needed, ongoing basis during the Term, as specified and requested by Customer.

#### **Management Support of AT&T Equipment**

AT&T shall provide Engineering and technical support related to the AT&T Equipment during the period that the Customer elects to purchase:

- Gold Support is available during Normal Business Hours (7:00 am to 7:00 pm Mountain Time, Monday – Friday).
- Platinum Support is available 24x7x 365.

#### AT&T Designated Holiday Date Observed

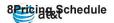
New Year's Day January 1

Martin Luther King Jr. Day 3<sup>rd</sup> Monday in January Presidents' Day 3<sup>rd</sup> Monday in February

Memorial Day Last Monday in May

Independence Day July 4

0 51 11



Must sign by 10/26/2023.

Labor Day Thanksgiving Day Day after Thanksgiving Christmas Day

1st Monday in September 4th Thursday in November 4th Friday in November

December 25

#### **CUSTOMER RESPONSIBILITIES**

To manage the activities outlined herein on time and within the pricing provided, Customer assigned roles and responsibilities must be fulfilled effectively. Customer will:

- a. Assign a Single Point of Contact ("SPOC") as the primary interface for the AT&T Project Manager and AT&T Engineer to work with during the Term.
- b. Coordinate appropriate personnel for conference calls, interviews or to provide information as reasonably requested and applicable by AT&T.
- c. Participate in meetings and arrange for other relevant business unit personnel be reasonably available for such meetings.
- d. Customer's network should be fully functional.
- e. All firewalls, routers, VPN devices must be checked and found in good working order.
- f. Customers should have all Internet connections installed and working.
- g. Review and provide relevant comments (in the form of additional data requirements, preliminary conclusions, or recommended technical architecture) or Subject Matter Experts ("SME") resources from applicable information technology departments or business units to assist in completing the Deliverables in a timely manner.
- h. Keep AT&T informed of any information or changes, which may affect AT&T's performance of Services or require a change request in the scope.
- i. Perform all Site preparation activities including, but not limited to, power, core drilling, ventilation, proper environmental as per the manufacturer's specifications, and the installation of Purchased Equipment racks.
- j. Resume responsibility for the network infrastructure upon completion of the Services provided herein
- k. Complete AT&T's pre-installation checklist document 72 hours prior to desired install time/date.
- I. Be prepared to provide AT&T Support Engineer with remote access to the AT&T Equipment during installation, and for troubleshooting.
- m. Provide AT&T with a detailed and accurate network diagram.
- n. If work is being performed after normal workday hours, one of the Customer's engineers must be present at all times.

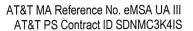
#### **Project Governance**

#### **Change Control Process**

Either party must submit change requests to contractual documents in writing via the sample at Appendix A to this SOW. The party requesting the change must submit a written request to the other party and the receiving party shall issue a written response within five (5) business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the terms and conditions. Upon agreement both parties must execute the document in Appendix A.

**Engagement Contacts** 

	Customer	AT&T	
Name:	Kimberly Parker-Polito	Robbie Rogers	
Title:	Director IT Operations	Engagement Manager	
Contact Information (Phone/Email)	kparkerpolito@bur.org / 818-729-2210	770-325-4011 / rr251s@att.com	





# AT&T SWITCHED ETHERNET<sup>SM</sup> SERVICE (with NETWORK ON DEMAND) PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

Please sign by 10/19/2023		
Customer	AT&T	
BRBANK GLNDLE PSDENA ARPT	AT&T Corp	
Street Address: 2800 N CLYBOURN AVE		
City:BURBANK State/Province:CA		
Zip Code: 91505-1010 Country: USA		
Customer Contact (for Notices)	AT&T Contact (for Notices)	
Name: Kimberly Parker-Polito Title: Director IT Operations Street Address: 2627 N HOLLYWOOD WAY City: BURBANK State/Province: CA Zip Code: 91505-1062 Country: USA Telephone: (818) 729-2210 Email: kparkerpolito@bur.org	Name: RICHARD LONG Street Address: 2260 E IMPERIAL HWY City: EL SEGUNDO State/Province: CA Zip Code: 90245 Country: USA Telephone: 3104264796 Email: rl723s@att.com Sales/Branch Manager: Susan page SCVP Name: Saucedo Sales Strata: :Retail Sales Region: USA With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	
AT&T Solution Provider or Representative Information (if applicable)		
Name: Company Name:  Agent Street Address: City: State: Zip Code: Country: USA  Telephone: Fax: Email: Agent Code:  This Pricing Schedule for the service(s) identified below ("Service") is part of the confidential and not be publicly disclosed by AT&T or by any regulatory commiss	Agreement referenced above. Customer requests that its identity be kept	
Customer (by its authorized representative)	AT&T (by its authorized representative)	
Ву:	Ву:	
Printed or Typed	Printed or Typed	
Name:	Name:	
Title:	Title:	
Date:	Date:	
For AT&T internal use only: Contract Ordering and	Billing Number (CNUM):	

AT&T and Customer Confidential Information
Page 1 of 10

UA required ROME ID: 1-MC3K4IS

# AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND) PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

#### 1. SERVICES

Service	Service Publication Location	
AT&T Switched Ethernet Service <sup>SM</sup>	https://cpr.att.com/pdf/commonEthServGuide.html	
AT&T Switched Ethernet Service <sup>SM</sup> Third-Party Access (3PA)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE3PA	
AT&T Switched Ethernet Service <sup>SM</sup> (TCAL)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE	
Network on Demand	https://cpr.att.com/pdf/publications/NOD Guide.pdf	
AT&T Inside Wiring	https://cpr.att.com/pdf/publications/ASE_Inside_Wiring_Service_Guide_Attachment.pdf	
AT&T Entrance Facility Construction	https://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf	
AT&T Managed Switched Ethernet on Demand <sup>SM</sup>	http://serviceguidenew.att.com/sg_flashPlayerPage/AMSEOD	

#### 2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months		
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component		
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of the Pricing Schedule Term		

#### 3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
All other Service Components	50% plus any unpaid or waived non-recurring charges	36 months

<sup>\*</sup> Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period; refer to Network on Demand Guide for details.

#### 3.1. Minimum Payment Period - Calculation of Early Termination Charges

For services purchased through Network on Demand, the "Monthly Recurring Charge" used for the purposes of computing any applicable termination liability (early termination charges) under the relevant service publication or the customer's master agreement is determined as follows: (i) the total Monthly Recurring Charges payable for the terminated service for the three months prior to the date of termination (or such shorter period as the terminated service had been installed if terminated less than three months after installation), divided by (ii) the number of days in such period, times (iii) 30 days. The Minimum Payment Period for CIR, CoS, or CIR and CoS Packages are coterminous with the Minimum Payment Period of the associated Customer Port Connection; however, early termination charges are not incurred as a result of changes to CIR, CoS, or CIR and CoS Packages while the associated Customer Port Connection is still in service.

#### 4. ADDS

AT&T Switched Ethernet Service Customer Port Connections may be purchased (where available using the Network on Demand process) during the Pricing Schedule Term at the rates, terms and conditions herein.

#### 5. RATES and CHARGES

#### 5.1. AT&T SWITCHED ETHERNET SERVICE - 21-State AT&T ILEC Footprint

AT&T and Customer Confidential Information
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AT&T MA Reference No. eMSA UA III AT&T PS Contract ID SDNMC3K4IS

# AT&T SWITCHED ETHERNET<sup>SM</sup> SERVICE (with NETWORK ON DEMAND) PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

#### 5.1.1. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Customer Port Connection MRC, the Committed Information Rate MRC, and any associated feature MRC(s).

#### 5.1.2 Customer Port Connection MRC

	Customer Port Conne	ection
Port Type	Customer Port Connection Speed	36-month Term MRC
- 1 <sub>121</sub>	100 Mbps	\$214.50
<b>Basic Port</b>	1 Gbps	\$214.50
	10 Gbps	\$1401.00
PPCoS Port	100 Mbps	\$214.50
	1 Gbps	\$214.50
	10 Gbps	\$1401.00

#### 5.1.2.1. Bandwidth MRC

Bandwidth MRC – 36-month CIR					
	Class of Service (CoS)				
Committed Information Rate (CIR)	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	\$91.09	\$94.23	\$113.08	\$133.50	\$144.4
4 Mbps	\$107.34	\$110.50	\$129.44	\$146.81	\$157.8
5 Mbps	\$136.62	\$142.97	\$158.85	\$174.74	\$187.4
8 Mbps	\$180.68	\$187.50	\$202.84	\$216.48	\$231.8
10 Mbps	\$105.51	\$110.50	\$135.51	\$165.51	\$180.5
20 Mbps	\$160.51	\$170.49	\$190.50	\$215.49	\$235.5
50 Mbps	\$270.49	\$285.52	\$310.51	\$340.50	\$370.5
100 Mbps	\$290.50	\$310.51	\$335.48	\$365.49	\$395.5
150 Mbps	\$530.95	\$557.29	\$582.83	\$607.95	\$652.5
250 Mbps	\$535.50	\$560.50	\$635.47	\$710.50	\$770.5
400 Mbps	\$665.92	\$699.51	\$778.55	\$857.59	\$920.8
500 Mbps	\$675.49	\$710.48	\$780.51	\$835.53	\$910.5
600 Mbps	\$809.63	\$849.73	\$939.48	\$1002.49	\$1073.1
1000 Mbps	\$675.47	\$710.51	\$780.47	\$835.49	\$910.4
2000 Mbps	\$84.01	\$99.01	\$149.01	\$199.00	\$248.9
2500 Mbps	\$758.80	\$784.90	\$804.00	\$823.11	\$864.1
4000 Mbps	\$931.04	\$966.93	\$992.07	\$1017.19	\$1074.6
5000 Mbps	\$579.03	\$599.00	\$674.04	\$724.06	\$824.0
7500 Mbps	\$1759.30	\$1838.79	\$1894.42	\$1950.07	\$2077.2
9500 Mbps	\$2375.10	\$2487.00	\$2565.33	\$2643.66	\$2822.7
10000 Mbps	\$1549.05	\$1599.10	\$1749.09	\$1848.87	\$1998.9

## AT&T SWITCHED ETHERNET<sup>SM</sup> SERVICE (with NETWORK ON DEMAND) PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

#### 5.1.2.2. Bandwidth MRC for 100 Mbps

Bandwidth MRC - 36-month CIR (for 100 Mbps Customer Port Connections)									
1	Per Packet Class of Service (PPCoS)								
Committed Information Rate (CIR)	Business Data	Critical Data	Multimedia Standard	Multimedia High					
2 Mbps	\$91.09	\$94.23	\$133.49	\$144.49					
4 Mbps	\$107.34	\$110.50	\$146.80	\$157.85					
5 Mbps	\$136.61	\$142.97	\$174.74	\$187.44					
8 Mbps	\$180.68	\$187.50	\$216.47	\$231.81					
10 Mbps	\$210.80	\$221.00	\$289.00	\$309.40					
20 Mbps	\$276.32	\$289.17	\$353.43	\$379.13					
50 Mbps	\$323.40	\$338.25	\$404.25	\$435.60					
100 Mbps	\$380.53	\$400.56	\$467.32	\$500.70					

#### 5.1.2.3. Bandwidth MRC for 1 Gbps

	tomer Port Connections)								
	Per Packet Class of Service (PPCoS)								
Committed Information Rate (CIR)	Business Data Critical Data		Multimedia Standard	Multimedia High					
2 Mbps	\$91.09	\$94.23	\$133.49	\$144.49					
4 Mbps	\$107.34	\$110.50	\$146.80	\$157.85					
5 Mbps	\$136.61	\$142.97	\$174.74	\$187.44					
8 Mbps	\$180.68	\$187.50	\$216.47	\$231.81					
10 Mbps	\$210.80	\$221.00	\$289.00	\$309.40					
20 Mbps	\$276.32	\$289.17	\$353.43	\$379.13					
50 Mbps	\$323.40	\$338.25	\$404.25	\$435.60					
100 Mbps	\$380.53	\$400.56	\$467.32	\$500.70					
150 Mbps	\$530.94	\$557.29	\$607.95	\$652.53					
250 Mbps	\$604.95	\$635.20	\$796.52	\$855.00					
400 Mbps	\$665.91	\$699.50	\$857.58	\$920.82					
500 Mbps	\$707.17	\$742.33	\$898.61	\$965.03					
600 Mbps	\$809.63	\$849.73	\$1002.49	\$1073.14					
1000 Mbps	\$918.26	\$965.11	\$1115.03	\$1195.61					

## AT&T SWITCHED ETHERNET<sup>SM</sup> SERVICE (with NETWORK ON DEMAND) PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

#### 5.1.2.4. Bandwidth MRC for 10 Gbps

Bandwidth MRC - 36-month CIR (for 10 Gbps Customer Port Connections)									
	Per Packet Class of Service (PPCoS)								
Committed Information Rate (CIR)	Business Data	Critical Data	Multimedia Standard	Multimedia High					
1000 Mbps	\$918.26	\$965.11	\$1115.03	\$1195.61					
2000 Mbps	\$550.87	\$566.76	\$589.27	\$613.10					
2500 Mbps	\$758.80	\$784.90	\$823.11	\$864.12					
4000 Mbps	\$931.04	\$966.93	\$1017.19	\$1074.63					
5000 Mbps	\$1119.55	\$1165.37	\$1229.52	\$1302.83					
7500 Mbps	\$1759.30	\$1838.79	\$1950.07	\$2077.25					
9500 Mbps	\$2375.10	\$2487.00	\$2643.66	\$2822.70					
10000 Mbps	\$2467.03	\$2583.77	\$2747.20	\$2933.99					

#### 5.1.2.5. Feature MRC

Feature	MRC
Enhanced Multicast	\$70.00

#### 5.1.3. Non Recurring Charges (NRCs)

Standard Non-Recurring Charges (NRCs) for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

#### 5.1.4. Additional Charges

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

#### 5.2. AT&T SWITCHED ETHERNETSM SERVICE THIRD PARTY ACCESS (3PA) - Outside 21-State AT&T ILEC Footprint

#### 5.2.1. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRC) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Third-Party Access connection, local mileage MRC, the bandwidth MRC, and any associated feature MRC(s). Availability, Price Group and Access Mileage Group associated with Third-Party Access are subject to change, based on the availability and pricing of access connections from the third-party providers. The Price Group and Access Mileage Group applicable to each Customer location are determined at the time of Customer's order.

#### 5.2.1.1. Third-Party Local Switched Access Connection MRC

	36-month Term	- Third-Party Lo	ocal Switched Ac	cess Connection	MRC Price Gro	up 1-7				
		Price Groups								
Port Connection Speed	Price Group 1	Price Group 2	Price Group 3	Price Group 4	Price Group 5	Price Group 6	Price Group 7			
2 Mbps	\$231.29	\$231.29	\$492.75	\$277.60	\$301.42	\$624.80	\$405.20			
4 Mbps	\$244.29	\$244.29	\$585.90	\$330.08	\$319.48	\$624.80	\$405.20			
5 Mbps	\$273.79	\$273.79	\$607.50	\$342.25	\$336.85	\$624.80	\$405.20			
8 Mbps	\$316.29	\$316.29	\$774.90	\$436.56	\$352.31	\$710.00	\$410.40			

## AT&T SWITCHED ETHERNET<sup>SM</sup> SERVICE (with NETWORK ON DEMAND) PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

10 Mbps	\$345.29	\$345.29	\$832.95	\$469.27	\$361.72	\$710.00	\$410.40
20 Mbps	\$402.29	\$402.29	\$990.90	\$558.25	\$450.09	\$887.50	\$519.46
50 Mbps	\$505.96	\$505.96	\$1196.10	\$673.86	\$580.57	\$976.25	\$701.35
100 Mbps	\$744.67	\$744.67	\$1302.75	\$733.94	\$862.48	\$1324.15	\$1004.03
150 Mbps	\$880.00	\$880.00	\$1692.90	\$953.75	\$916.39	\$2176.15	\$1148.04
250 Mbps	\$1021.52	\$1021.52	\$1861.65	\$1048.82	\$1021.52	\$2176.15	\$1312.07
400 Mbps	\$1124.00	\$1124.00	\$2073.60	\$1168.22	\$1180.57	\$2176.15	\$1528.12
500 Mbps	\$1166.66	\$1166.66	\$2234.25	\$1258.73	\$1285.72	\$2389.15	\$1696.15
600 Mbps	\$1300.00	\$1300.00	\$2477.25	\$1395.63	\$1470.85	\$2744.15	\$1906.84
1000 Mbps	\$1311.00	\$1311.00	\$2794.50	\$1574.37	\$1971.43	\$3635.20	\$2640.28

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

D	Price Groups									
Port Connection Speed	Price Group 8	Price Group 9	Price Group 10	Price Group 11	Price Group 12	Price Group 13	Price Group 14			
2 Mbps	\$520.76	\$546.87	\$614.15	\$475.70	\$305.30	\$642.55	\$311.34			
4 Mbps	\$520.76	\$546.87	\$614.15	\$475.70	\$305.30	\$642.55	\$373.33			
5 Mbps	\$520.76	\$546.87	\$614.15	\$475.70	\$340.80	\$642.55	\$404.66			
8 Mbps	\$525.95	\$596.39	\$844.90	\$610.60	\$340.80	\$770.35	\$438.67			
10 Mbps	\$525.95	\$596.39	\$844.90	\$610.60	\$345.29	\$770.35	\$485.33			
20 Mbps	\$677.69	\$782.11	\$1011.75	\$812.95	\$521.85	\$898.15	\$628.67			
50 Mbps	\$776.02	\$877.92	\$1246.05	\$1015.30	\$678.05	\$1093.40	\$942.67			
100 Mbps	\$1093.80	\$1256.51	\$1405.80	\$1217.65	\$947.85	\$1299.30	\$1126.00			
150 Mbps	\$1243.15	\$1606.09	\$2399.80	\$1689.80	\$1217.65	\$1686.25	\$1174.67			
250 Mbps	\$1433.85	\$2020.39	\$2399.80	\$1689.80	\$1217.65	\$1686.25	\$1271.33			
400 Mbps	\$1676.57	\$2222.71	\$2399.80	\$2027.05	\$1487.45	\$1945.40	\$1429.34			
500 Mbps	\$1823.26	\$2473.88	\$2733.50	\$2027.05	\$1487.45	\$1945.40	\$1450.00			
600 Mbps	\$2025.06	\$2830.39	\$3081.40	\$2296.85	\$1757.25	\$2204.55	\$1462.00			
1000 Mbps	\$2706.06	\$3913.08	\$3858.85	\$2296.85	\$1757.25	\$2595.05	\$1640.67			

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

	36-month Term - Third-Party Local Switched Access Connection MRC Price Group 15 - 21  Price Groups									
Port Connection Speed	Price Group 15	Price Group 16	Price Group 17	Price Group 18	Price Group 19	Price Group 20	Price Group 21			
2 Mbps	\$535.24	\$487.72	\$327.72	\$328.00	\$426.67	\$232.00	\$243.57			
4 Mbps	\$535.24	\$487.72	\$327.72	\$328.00	\$426.67	\$245.00	\$273.35			
5 Mbps	\$535.24	\$487.72	\$327.72	\$500.95	\$426.67	\$320.40	\$372.75			
8 Mbps	\$674.48	\$684.76	\$464.76	\$500.95	\$426.67	\$345.43	\$443.75			
10 Mbps	\$674.48	\$684.76	\$464.76	\$504.39	\$426.67	\$450.67	\$568.00			
20 Mbps	\$727.62	\$1060.19	\$729.52	\$637.45	\$493.33	\$550.00	\$661.34			
50 Mbps	\$852.38	\$1875.61	\$1382.28	\$652.57	\$680.00	\$738.67	\$1085.15			
100 Mbps	\$1024.76	\$2528.95	\$1813.61	\$926.48	\$833.33	\$866.67	\$1265.82			
150 Mbps	\$1552.39	\$3246.09	\$2498.76	\$794.67	\$1120.00	\$1054.67	\$1624.51			
250 Mbps	\$1552.39	\$4765.14	\$3901.81	\$894.67	\$1120.00	\$1252.00	\$1999.33			
400 Mbps	\$1552.39	\$4765.14	\$3901.81	\$1412.57	\$1120.00	\$1462.66	\$2332.00			
500 Mbps	\$1723.82	\$5250.10	\$4372.76	\$1501.72	\$1120.00	\$1601.06	\$2544.58			

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600 Mbps	\$1835.24	\$7281.33	\$6248.67	\$1704.87	\$1400.00	\$1723.94	\$2645.88
1000 Mbps	\$2106.67	\$7281.33	\$6248.67	\$2187.43	\$1400.00	\$1998.66	\$2798.00
Customer Insettens me		List full asstallable of	Alex Delea Occurs	in this table. Our		ot ATOT for quetor	

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

	Price Groups								
Port Connection Speed	Price Group 22	Price Group 23	Price Group 24	Price Group 25	Price Group 26	Price Group 27	Price Group 28		
2 Mbps	\$232.00	\$252.67	\$201.83	\$140.00	\$118.67	\$727.77	\$232.00		
4 Mbps	\$245.00	\$252.67	\$236.99	\$220.00	\$260.00	\$727.77	\$290.33		
5 Mbps	\$305.34	\$252.67	\$323.32	\$240.00	\$260.00	\$727.77	\$313.00		
8 Mbps	\$334.80	\$371.33	\$323.32	\$286.67	\$366.67	\$727.77	\$357.34		
10 Mbps	\$430.66	\$371.33	\$342.48	\$300.00	\$366.67	\$727.77	\$406.67		
20 Mbps	\$509.33	\$453.33	\$451.61	\$380.00	\$466.67	\$734.44	\$543.81		
50 Mbps	\$585.33	\$549.77	\$640.39	\$506.67	\$666.67	\$752.23	\$664.38		
100 Mbps	\$745.34	\$671.33	\$1106.09	\$773.33	\$833.33	\$799.67	\$744.67		
150 Mbps	\$901.33	\$812.67	\$1225.15	\$813.33	\$886.67	\$843.65	\$921.33		
250 Mbps	\$1035.00	\$1002.33	\$1424.57	\$933.33	\$1026.67	\$1123.77	\$1211.00		
400 Mbps	\$1180.00	\$1246.67	\$1629.72	\$1100.00	\$1026.67	\$1123.77	\$1211.00		
500 Mbps	\$1265.33	\$1246.67	\$1813.15	\$1100.00	\$1066.67	\$1254.85	\$1211.00		
600 Mbps	\$1437.33	\$1400.00	\$1963.24	\$1266.67	\$1200.00	\$1319.56	\$1311.00		
1000 Mbps	\$1684.00	\$1400.00	\$2649.52	\$1266.67	\$1453.33	\$1547.44	\$1311.00		

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

Port Connection Speed	Price Groups				
Tota Connection Opeca	Price Group 29	Price Group 30			
2 Mbps	\$403.00	\$756.07			
4 Mbps	\$437.36	\$833.54			
5 Mbps	\$440.00	\$897.87			
8 Mbps	\$445.00	\$1009.83			
10 Mbps	\$450.00	\$1134.86			
20 Mbps	\$550.00	\$1390.09			
50 Mbps	\$707.08	\$1699.89			
100 Mbps	\$899.73	\$2164.20			
150 Mbps	\$982.06	\$2500.00			
250 Mbps	\$1200.00	\$3384.11			
400 Mbps	\$1369.24	\$3600.00			
500 Mbps	\$1403.09	\$4030.63			
600 Mbps	\$1800.00	\$5500.00			
1000 Mbps	\$1999.00	\$5636.21			

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

## AT&T SWITCHED ETHERNET<sup>SM</sup> SERVICE (with NETWORK ON DEMAND) PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

#### 5.2.1.2. Third-Party Local Switched Access Mileage MRC

Dort Connection Speed	Mileage	A	Mileage B	
Port Connection Speed	Fixed	Per Mile	Fixed	Per Mile
2 Mbps - 1000 Mbps	N/A	\$110.05	N/A	\$110.0

#### 5.2.1.3. Third-Party Local Dedicated Access Connection MRC

		Price Groups									
Port Connection Speed	Price Group 1	Price Group 2	Price Group 3	Price Group 4	Price Group 5	Price Group 6	Price Group 7				
2 Mbps - 50 Mbps	\$315.00	\$885.00	\$885.00	\$1200.00	\$1650.00	\$2050.00	\$2450.00				
>50 Mbps - 100 Mbps	\$420.00	\$1320.00	\$1320.00	\$1500.00	\$3000.00	\$4000.00	\$6550.00				
>100 Mbps - 250 Mbps	\$420.00	\$1320.00	\$1320.00	\$1500.00	\$3000.00	\$4000.00	\$6550.00				
>250 Mbps - 500 Mbps	\$478.80	\$1800.00	\$1800.00	\$2750.00	\$3500.00	\$4600.00	\$7000.00				
>500 Mbps - 600 Mbps	\$630.00	\$3098.00	\$3098.00	\$4500.00	\$5650.00	\$7200.00	\$7800.00				
1000 Mbps	\$120.70	\$3438.00	\$3438.00	\$5500.00	\$7400.00	\$9250.00	\$10250.00				

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

#### 5.2.1.4. Third-Party Local Dedicated Access Mileage MRC

	36-n	nonth Term - Thir	d-Party Local	Dedicated Acc	cess Mileage N	IRC Price Group	s	
Port Connection Speed	Milea	age A	Milea	ge B	Milea	age C	Mileage D	
	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile
2 Mbps - 50 Mbps	\$189.85	\$6.75	N/A	N/A	\$315.95	\$29.11	\$315.95	\$29.11
>50 Mbps - 100 Mbps	\$277.97	\$9.02	N/A	N/A	\$397.60	\$36.21	\$397.60	\$36.21
>100 Mbps - 250 Mbps	\$277.97	\$11.29	N/A	N/A	\$397.60	\$51.12	\$397.60	\$51.12
>250 Mbps - 500 Mbps	\$518.66	\$16.97	N/A	N/A	\$727.75	\$94.43	\$727.75	\$94.43
>500 Mbps - 600 Mbps	\$822.61	\$24.85	N/A	N/A	\$1121.80	\$203.06	\$1121.80	\$203.06
1000 Mbps	\$1296.11	\$35.00	\$202.35	\$102.95	\$2403.35	\$348.61	\$2403.35	\$348.61

Applicability of mileage will be determined during address qualification.

Mileage charged may be fixed only, per mile only or both and will be determined by the Third-Party location

## AT&T SWITCHED ETHERNET<sup>SM</sup> SERVICE (with NETWORK ON DEMAND) PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

	36-month	Term - Third-Party	<b>Local Dedicated Ac</b>	cess Mileage MRC	Price Groups		
Port	Mileage		Mileage		Mileage G		
Connection Speed	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	
2 Mbps - 50 Mbps	N/A	\$61.77	N/A	N/A	N/A	N/A	
>50 Mbps - 100 Mbps	N/A	\$66.74	N/A	N/A	N/A	N/A	
>100 Mbps - 250 Mbps	N/A	\$69.58	N/A	N/A	N/A	N/A	
>250 Mbps - 500 Mbps	/ N/A	\$98.69	N/A	N/A	N/A	N/A	
>500 Mbps - 600 Mbps	N/A	\$139.87	N/A	N/A	N/A	N/A	
1000 Mbps	N/A	\$155.49	N/A	N/A	N/A	N/A	

Applicability of mileage will be determined during address qualification.

Mileage charged may be fixed only, per mile only or both and will be determined by the Third-Party location

#### 5.2.1.5. Third-Party Bandwidth MRC

Third-Party Bandwidth MRC — 36-month CIR											
Committed	Class of Service (CoS)										
Information Rate (CIR)	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time						
2 Mbps	\$67.22	\$69.30	\$72.75	\$76.22	\$79.69						
4 Mbps	\$69.84	\$72.00	\$75.60	\$79.20	\$82.80						
5 Mbps	\$72.03	\$74.25	\$77.97	\$81.67	\$85.39						
8 Mbps	\$74.20	\$76.50	\$80.33	\$84.15	\$87.97						
10 Mbps	\$78.57	\$81.00	\$85.05	\$89.10	\$93.15						
20 Mbps	\$87.30	\$90.00	\$94.50	\$99.00	\$103.50						
50 Mbps	\$139.68	\$144.00	\$151.20	\$158.40	\$165.60						
100 Mbps	\$209.52	\$216.00	\$226.80	\$237.60	\$248.40						
150 Mbps	\$261.90	\$270.00	\$283.50	\$297.00	\$310.50						
250 Mbps	\$305.55	\$315.00	\$330.75	\$346.50	\$362.25						
400 Mbps	\$392.85	\$405.00	\$425.25	\$445.50	\$465.75						
500 Mbps	\$436.50	\$450.00	\$472.50	\$495.00	\$517.50						
600 Mbps	\$523.80	\$540.00	\$567.00	\$594.00	\$621.00						
1000 Mbps	\$654.75	\$675.00	\$708.75	\$742.50	\$776.25						

#### 5.2.2. Additional Charges

Charges for associated features or additional Service options may apply per Service Publication.

## AT&T SWITCHED ETHERNET<sup>SM</sup> SERVICE (with NETWORK ON DEMAND) PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

#### 6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

#### 6.1. Special Conditions for 10 Gbps Customer Port Connections

With respect to 10 Gbps Ports, Customer may use the Business Center Portal to order such Ports, to request and schedule changes to the CIR (subject to the port configurations shown in Attachment A, Table 2) or CoS of such Ports, or to establish or change EVCs associated with such Ports. Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. EVCs exceeding 1000 Mbps are subject to network availability.

**End of Document** 



Must sign by 10/26/2023.

#### **ENGAGEMENT ASSUMPTIONS**

This SOW is based on the following assumptions. If any of these assumptions are found to be inaccurate or invalid, AT&T shall provide Customer with the changes to the scope, tasks, deliverables or terms and conditions of this SOW via the Change Control Process described in this SOW.

- (a) Customer will provide AT&T with requested information in a timely manner and takes full responsibility and liability for the accuracy of all information supplied to AT&T by Customer and which AT&T relies upon in its performance hereunder.
- (b) The Services will commence within thirty (30) calendar days of the Effective Date.
- (c) Delays that reschedule or hinder work completion that are caused by Customer or beyond AT&T's control may result in additional charges to Customer or require changes to the SOW.
- (d) The SOW will be executed by [10/21/2023]. After that date, AT&T reserves the right to modify the rates, terms, and/or conditions.

#### **CHARGES**

Charges are in USD. Customer shall pay to AT&T the following charges as outlined below for the ordered Services and AT&T Equipment (see Appendix B).

Each Site will have a MPP as defined in Section 2.3 (above).

In the event Customer elects for AT&T to provide Professional Services including assistance with network related issues not related to AT&T Equipment, AT&T will provide Professional Services (remote) at the rate of \$220/hour in accordance with the Change Control Process.

Description	Site Number	Monthly Recurring Charges (MRC) per unit	Units	Extended MRC
Bundle # 1: 2800 N. Clybourne Avenue				
ASEoD FatPipe WAN Edge <100M (1G PORT)	Site # 1	\$ 176.80	2	\$353.60
On-site installation - Promo		\$16.93	1	\$16.93
Bundle # 2: FAA 2821 N. Hollywood Way	Site 2:			
ASEoD FatPipe WAN Edge <100M (1G PORT)		\$ 176.80	2	\$353.60
On-site installation - Promo		\$16.93	1	\$16.93
Bundle # 3: Glendale Fire / Vedugo 405 N. Oak Street, Glendale	Site 3:			
ASEoD FatPipe WAN Edge <100M (1G PORT)		\$ 176.80	2	\$353.60
On-site installation - Promo		\$16.93	1	\$16.93
			Total MRC	\$1,111.60
		,	Total MRC for MPP	N/A



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Description	Monthly Recurring Charges (MRC) per unit	3.7.7.7	Extended MRC
		Shipping Costs of AT&T Equipment, One Time Charge - (OTC)	

Optional Charges
Optional Charges

Description	Charge
On Site installation Services, charge per day (M-F,	
NBH)	\$1200.00/day
Professional Services (remote)	\$220.00/hour
Travel charges	Incurred at cost

#### **Additional Pricing Terms and Conditions**

- a. Defined Scope. Pricing is based on the currently defined scope. Any additions or changes to this SOW will necessitate changes in pricing. Pricing herein assumes no Service delays will occur that would require AT&T to stop work. AT&T will not be held financially responsible for Service delays outside of its control.
- b. **Invoicing.** AT&T will invoice the One-time Charges upon completion as defined herein. AT&T will invoice Services monthly, and any one-time charges or expenses incurred during the previous calendar month will be included the following month.
- c. Travel and related Expenses. Charges do not include expenses for AT&T travel to Customer's facilities. Standard business expenses (e.g., transportation, food, lodging) incurred by AT&T in connection with delivery of the Services will be billed at cost as a separate line item on Customer's invoice. AT&T personnel will incur travel expenses only after receiving permission from Customer's Project Manager.
- d. Time and Material ("T&M") Rate. In the event the scope of work changes from this SOW or AT&T is requested to perform Services outside of Normal Business Hours, AT&T will bill Customer at a T&M rate of two-hundred fifty dollars (\$250.00) per hour per AT&T consultant for the additional time spent on the change requests. All such out-of-scope matters will be handled via the Change Control process outlined herein.

Promotional Credit. For the AT&T Equipment ordered per the AT&T Equipment Order List in Appendix B between April 1, 2023 and June 30, 2023, in support of AT&T's promotional credits provided to Customer, AT&T shall provide Customer with two (2) months of credit value ("Credit") after the first six (6) months for each ordered AT&T Equipment Product ID with MRC specified in the table per Appendix B that is invoiced by AT&T to Customer. The Credit will be calculated based on multiplying the MRC amount for each respective ordered AT&T Equipment Product ID identified in the table per Appendix B by two (2). Such Credit will be applied by AT&T to the invoice(s) issued by AT&T to Customer for the remaining MRC amounts invoiced for each respective AT&T Equipment Product ID ordered by Customer.

#### 8. Extension and Termination

a. Customer may extend the Minimum Payment Period for each Site on the same terms, conditions, rates, and charges then currently in effect for up to two (2) additional twelve (12) month periods at the end of the Minimum Payment Period (each an "Extension")



Must sign by 10/26/2023.

Term") upon written Change Request per Section 5.1 no later than thirty (30) days prior to the expiration of the then-current Term. The Minimum Payment Period and any Extension Term shall be the "SOW Term."

- b. Customer may terminate this SOW under one of the following provisions:
  - (i)In the event of a breach of any material term or condition of this SOW by AT&T where such failure continues un-remedied for thirty (30) days after AT&T's receipt of such written notice.
  - (ii) Any time prior to the end of the SOW Term, by giving AT&T at least thirty (30) days' written notice and paying the Termination Charges set forth in 8(c) below.
- c. Termination Charges: Customer must pay all fees, charges and expenses incurred as of the effective date of termination, and in addition, a termination charge equal to the total Monthly Recurring Charges for terminated Service components for each month remaining in the Minimum Payment Period or Extension Term, as applicable ("Termination Charges").



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APPENDIX A: CHANGE REQUEST FORM	
Type of Request:	
Initiator (Company):	
Change Request Received by:	
Price Impact: AT&T Additional Resources	
Required:	
Task Description:	
Other information related to Change:	
Impact of Change	
Provide a description of the impact of the change	
change, added dependency, additional resources other).	required change to design, change to baseline solution,
other).	
AGREED and ACCEPTED:	AGREED and ACCEPTED:
CUSTOMER: Burbank Glendale Pasadena	AT&T
Airport	
Ву:	By:
(Authorized Agent or Representative)	(Authorized Agent or Representative)
(Typed or Printed Name)	(Typed or Printed Name)
(Title)	(Title)
(Pata)	(Data)
(Date)	(Date)



Must sign by 10/26/2023.

#### APPENDIX B: AT&T EQUIPMENT ORDER LIST

AT&T Equipment, Licenses & Maintenance Hardware, Licenses & Maintenance

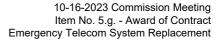
**Shipping Address:** 

Site 1: 2800 N. Clybourne Avenue, Burbank, CA, 91505

Site 2: 2821 N. Hollywood Way, Burbank, CA, 91505

Site 3: 421 Oak Street, Glendale, 91204

Product ID	Size/Capacity & Other Details	# Units	Site Address
Bundle # 1: 2800 N. Clybourne Avenue			
ASE-FP-WAN-LT100M-1G PORT	ASEoD FatPipe WAN Edge <100M (1G PORT)	1	Site 1: 2800 N. Clybourne Avenue, Burbank, CA, 91505
FP-ONSITE-INSTALL	On-site installation - Promo	1	Site 1: 2800 N. Clybourne Avenue, Burbank, CA, 91505
D # # # 0004 N 11 H			
Bundle # 2: 2821 N. Hollywood Way			
ASE-FP-WAN-LT100M-1G PORT	ASEoD FatPipe WAN Edge <100M (1G PORT)	1	Site 2: 2821 N. Hollywood Way, Burbank, CA, 91505
FP-ONSITE-INSTALL	On-site installation - Promo	1	Site 1: 2800 N. Clybourne Avenue, Burbank, CA, 91505
Bundle # 3: 421 Oak Street, Glendale			
ASE-FP-WAN-LT100M-1G PORT	ASEoD FatPipe WAN Edge <100M (1G PORT)	1	Site 3: 421 Oak Street, Glendale, 91204
FP-ONSITE-INSTALL	On-site installation - Promo	1	Site 1: 2800 N. Clybourne Avenue, Burbank, CA, 91505



Ship to:5



Burbank Glendale Pasadena Airport

Attn: Kim Parker-Polito

Bill to:

Chris Bell teamchris@connection.com
P: 818-720-3045
F: 818-698-0358

Your Quote #16624665 created on 09/29/2023 by Jennifer McNew

	ANK, CA 91505	WAY		Burbank, CA 91505		
PO: J	L692A#ABA		Attention: Kimberley A	Parker-Polito	Payment Type: Te	rms
Shipp	er: UPS Ground		Reference:		Project:	
Cost	Center:		Order Notes:		Instructions:	
Qty	Mfg Part	Description		Mfg	Unit Price	Total Price
5	JL692A#ABA	ARUBA 2930F 8G PO	E+ 2SFP+ TAA SWCH U.S.	HP ENTERPRISE	\$1,730.00	\$8,650.00
					Subte	otal: \$8,650.00
				Estin	nated Shipping & Handl	ling: \$129.75
					Estimated 1	<b>Tax:</b> \$899.92
					Estimated To	<b>otal:</b> \$9,679.67
Signature					Date	Ð
Print Nan	ne					

Ship to: BGPAA

2627 N Hollywood Way

Unless you have an existing purchase agreement with Connection, your purchases from Connection are governed by Connection's Terms and Conditions of Sale located at https://www.connection.com/IPA/Content/About/Legal/TermsConditionsSale.htm



# Financial Performance Update FY 2023

Presented to
Burbank-Glendale-Pasadena
Airport Authority

October 16, 2023

Presented by Kathy David
Deputy Executive Director, Finance and Administration

## FINANCIAL PERFORMANCE UPDATE: INTRODUCTION

- ➤ This presentation of financial performance for FY 2023 will provide:
  - A preliminary summary of budget vs. actual performance and a comparison to the prior fiscal year (FY 2022);
  - Update of other noteworthy data regarding operations and financial program;
  - Highlights of FY 2024 activity results to date and outlook regarding anticipated operational / financial challenges.

## **BUR ACTIVITY LEVELS: FY 2023 vs. FY 2022**

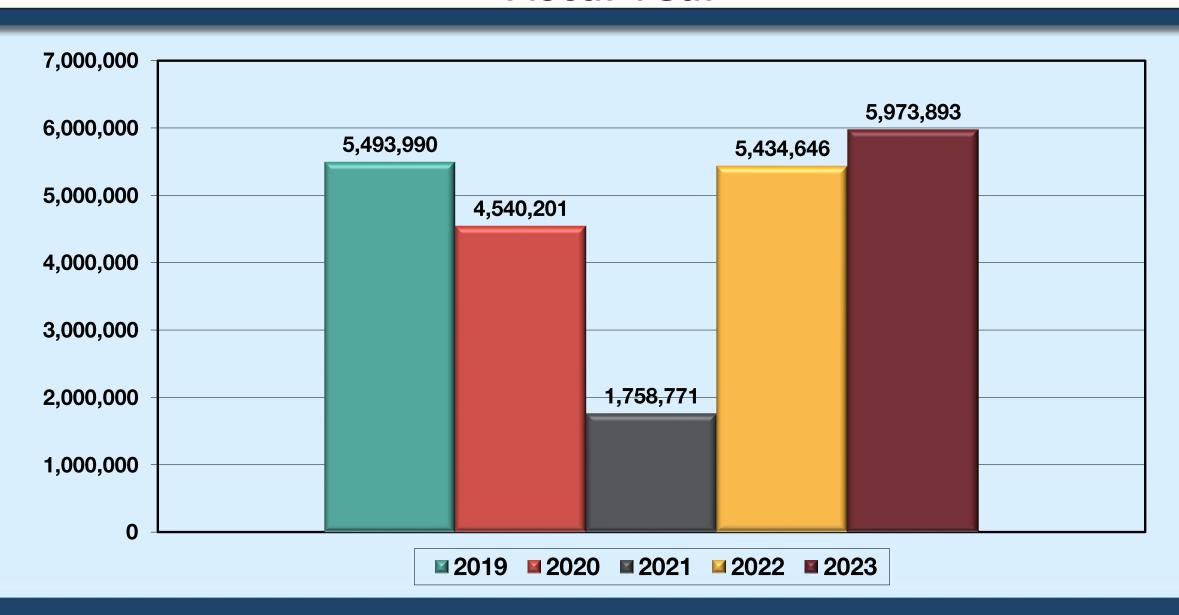
### **Revenue Passengers**

Fiscal Year	Jul.	Aug.	Sep.	Oct.	Nov.	Dec. <sup>1</sup>	Jan. <sup>1</sup>	Feb.	Mar.	Apr.	May	Jun.	Total
2022	439,131	415,304	406,757	462,454	483,145	470,365	318,193	371,889	481,044	513,138	530,751	542,475	5,434,646
2023	547,197	533,393	542,102	557,741	520,271	440,542	405,743	399,189	494,296	506,561	512,937	513,921	5,973,893
# Change	108,066	118,089	135,345	95,287	37,126	-29,823	87,550	27,300	13,252	-6,577	-17,814	-28,554	539,247
% Change	24.61%	28.43%	33.27%	20.60%	7.68%	-6.34%	27.51%	7.34%	2.75%	-1.28%	-3.36%	-5.26%	9.92%

#### Notes:

- 1) Passenger activity includes impacts of significant airline schedule disruptions.
- 2) FY 2023 activity increased 9.92% favorably above the prior year (FY 2022).
- 3) FY 2023 activity favorable to budget assumption of 15% below pre-COVID levels with actual at 2.87% below pre-COVID levels.
- 4) FY 2024 budget and all future activity comparisons will report on a year-over-year basis (no further reference to pre-COVID).

## Revenue Passengers Fiscal Year



## **FY 2023 OPERATING REVENUES**

(UNAUDITED)

		FY 2023				FY 2023 A	Actual v.
	Actual		Actual v.	Budget	FY 2022	FY 2022	Actual
Category	(Unaudited)	Budget	\$ Change	% Change	Actual	\$ Change	% Change
Rentals	\$18,685,934	\$17,775,000	\$910,934	5.1%	\$17,388,914	\$1,297,020	7.5%
Parking	29,082,524	23,750,000	5,332,524	22.5%	25,174,110	3,908,414	15.5%
Concessions	13,920,628	11,375,000	2,545,628	22.4%	12,808,920	1,111,708	8.7%
Landing Fees	4,586,568	3,900,000	686,568	17.6%	4,055,176	531,392	13.1%
Investment Income	5,311,383	3,550,000	1,761,383	49.6%	3,287,607	2,023,776	61.6%
<b>Ground Transportation</b>	3,681,064	2,040,000	1,641,064	80.4%	2,815,018	866,046	30.8%
Other Revenues	1,990,729	1,580,000	410,729	26.0%	2,040,330	(49,601)	-2.4%
Total Operating Revenues	\$77,258,830	\$63,970,000	\$13,288,830	20.8%	\$67,570,075	\$9,688,755	14.3%

## FY 2023 OPERATING REVENUES: HIGHLIGHTS

- > FY 2023 operating revenues favorably exceed budget by \$13,288,830 (20.8%) resulting primarily from:
  - Favorable passenger activity to budget assumption contributed to positive performance in activity-based revenues (parking, concessions, ground transportation, etc.).
  - In addition, parking revenues continue to benefit from a passenger demand shift to utilize self-park and valet lots.
  - Investment income is favorable to budget reflecting trend of higher interest rate reinvestment opportunities.
  - Rental revenue performance includes contractual lease CPI increases at elevated index levels.
  - Other revenues favorable to budget due to receipt of non-budgeted revenues (i.e. filming, TSA LEO reimbursement) in addition to favorable ground handling and fuel flowage fees.

## **INCENTIVIZED FLIGHTS: UPDATE**

- Summary of flight incentive program currently in place at BUR:
  - As part of air service development, any signatory air carrier that commences flight service to a destination not currently served receives a one-year waiver of landing fees related to the new service.
  - See chart on next slide for 5-year historical values of incentivized flights.
  - Landing fees are based on type of aircraft. An average per flight landing fee at BUR is \$135.
     Although landing fee waived, additional revenue is received from passenger parking, food/beverage, gift/news, etc.
  - Also, new flight destinations may attract and introduce additional passengers to BUR, expanding awareness of options available at this Airport.

# INCENTIVIZED FLIGHTS FINANCIAL IMPACT

AIRLINE	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
Alaska Airlines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
American Airlines	24,420	72,226	-	-	-	96,646
Avelo Airlines	-	-	55,872	197,130	14,864	267,866
Delta SkyWest/Compass	-	36,233	-	-	-	36,233
Flair Airlines	-	-	-	13,488	6,225	19,713
Frontier Airlines	-	-	-	-	-	-
Jet Blue Airlines	42,346	3,586	-	-	-	45,932
Southwest Airlines	-	17,227	2,732	118,039	23,654	161,652
Spirit Airlines	-	-	-	-	-	-
United GAT/SkyWest	-	-	-	-	-	-
Total Value of Fee Waivers:	\$ 66,766	\$ 129,272	\$ 58,604	\$ 328,657	\$ 44,743	\$ 628,042

## FY 2023 OTHER FUNDING SOURCES: HIGHLIGHTS

- ➤ Other FY 2023 funding sources include:
  - Airport Improvement Program (AIP) grants: (restricted for use by FAA as identified by grant)
     Utilized in FY 2023 primarily for Taxiway C Rehabilitation as identified in the budget.
  - Passenger Facility Charge (PFC): (restricted for impose and use by FAA)
     Utilized in FY 2023 primarily for the Airfield Lighting Vault Replacement as identified in the budget. In June 2023, the FAA approved a PFC application in the amount of \$48.4 million for reimbursement of Replacement Passenger Terminal ("RPT") design fees.
     Reimbursement under this application for design fees will commence in FY 2024.
  - Customer Facility Charge (CFC): (restricted for use by bond indenture & State legislation)
     CFC revenues are dedicated 100% to support the 2012 bond debt service in compliance with terms of the bond indenture and State civil code.

## FY 2023 OTHER FUNDING SOURCES: HIGHLIGHTS

- ➤ Other FY 2023 funding sources include:
  - <u>Federal Relief Funds:</u>
     All available non-concessionaire awarded federal relief funds were utilized in FY 2023 for bond debt service and personnel costs. The remaining concessionaire relief funds (which apply only as direct to qualifying concessionaires) will be utilized once approved by FAA.
- ➤ In addition, an interim funding source (Commercial Paper Program) for RPT program costs was secured in June 2023. Use of this interim funding source not anticipated until mid-FY 2024.

## **FY 2023 EXPENSES: HIGHLIGHTS**

## > O & M Expenses:

- Overall O & M expenses (estimated \$52,578,063) favorably within adopted budget appropriations by \$2,837,837.
- City of Burbank parking tax expense for the fiscal year (\$3,091,506) exceeds the budget by \$546,863 due to favorable parking revenue performance.
- All eight (8) vehicle acquisitions included in the budget were procured within budget appropriations.

## **FY 2023 EXPENSES: HIGHLIGHTS**

## ➤ Capital Program Expenses:

- In December 2022, the Commission awarded the RPT Design-Build Contract per the schedule identified in the budget. Expenses incurred through June on the project amount to \$26,606,276 and are favorably within the budget amount of \$34,225,000.
- Other major capital projects such as the replacement Airfield Lighting Vault and Taxiway C Pavement Rehabilitation completed on track to program expectations.
- Aircraft Rescue and Firefighting (ARFF) rescue vehicle acquired and placed into service. Procured within budget appropriation of \$400,000.

## **FY 2024 NOTABLE ACTIVITIES TO DATE**

- FY 2024 passenger activity for July and August below prior year levels (FY 2023) by 2.96%. Activity levels were impacted in August by weather related flight cancellations.
- ➤ Parking management / shuttle services contract awarded in August 2023 (Ace Parking), which commenced October 1, 2023. New contract costs within FY 2024 adopted budget appropriations.
- Aircraft Rescue and Firefighting (ARFF) Collective Bargaining Agreement ("CBA") negotiations completed; new three-year CBA unanimously agreed upon in July 2023. Estimated impact to FY 2024 budget: additional \$425K anticipated to be funded through positive operating revenues.
- Two initial Bipartisan Infrastructure Law ("BIL") grant agreements awarded (\$45.9 million) in September 2023 for the RPT project.

## **SUMMARY HIGHLIGHTS**

- ➤ FY 2023 passenger activity was 9.92% above the prior year levels (FY 2022) and above budget assumption.
- ➤ Revenue, Operating and Capital Program expenditures within adopted budget appropriations. Detailed information regarding performance to be included in audited financial statements which are currently in progress.
- ➤ Progressive Design-Build contract for Replacement Passenger Terminal ("RPT") project awarded in December 2022 with terminal design concept selected in April 2023.
- ➢ PFC application approved by FAA (June 2023) in the amount of \$48.4 million for reimbursement of RPT design costs. Reimbursement under this application for design fees will commence in FY 2024.

## **SUMMARY HIGHLIGHTS**

- ➤ Interim RPT Commercial Paper Program financing (\$200 million) secured in June 2023. Use of this interim funding source not anticipated until mid-FY 2024.
- > Two initial RPT BIL grant agreements awarded (total: \$45.9 million) in September 2023.
- > Staff continues to work on developing Plan of Finance for the RPT project amid challenging interest rate environment. Preliminary design-to-budget set, value engineering in progress.
- Future activity outlook remains positive, negatively tempered by underlying economic conditions, global events, supply chain issues, volatile fuel prices and continued airline staffing shortages / labor agreement increases.
- ➤ Leisure market is sensitive to price and economic conditions which may result in a dampening of discretionary travel demand.
- Commission will be advised of any significant changes.

# CERTIFICATE of ACCREDITATION

Valid until September 22, 2024.

This is to certify that Airport Carbon Accreditation, under the administration of WSP, confirms that the carbon management processes at



# Hollywood Burbank Airport





have earned the accreditation level of REDUCTION, in recognition of the airport's actions to map and reduce its CO2 emissions, as part of the Global airport industry's response to the challenge of Climate Change.

> Kevin M. Burke President & CEO ACI-NORTH AMERICA

Giulio Corte Programme Director WSP

www.airportCO2.org