



December 14, 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, December 18, 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:

Munich Marriott Hotel City West  
Landsberger Str. 156  
80687 Munich, Bavaria Germany

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 December 18, 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, December 18, 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) October 31, 2023 ***[See page 1]***
    - 2) Finance and Administration Committee  
      - (i) October 16, 2023 ***[See page 4]***
  - b. Commission Minutes  
(For Approval)
    - 1) November 13, 2023 ***[See page 8]***
  - c. Treasurer's Report
    - 1) July 2023 ***[See page 16]***
  - d. Amendment to Airport Use Agreement and Replacement Airport Use Agreement ***[See page 44]***
  - e. Approval of Task Order 3  
Replacement Passenger Terminal Project ***[See page 55]***
  - f. Modification of Travel Authorization for Attendance at:  
Routes Americas 2024 Air Service Development Forum; and  
Passenger Terminal Expo and Conference ***[See page 57]***
  - g. Service Agreement With The Regents of the  
University of California, on Behalf of the UCLA Center  
for Prehospital Care for EMT Continuing Education  
and Quality Improvement Care ***[See page 59]***

- h. Award of Contract ***[See page 61]***  
On-Call Architectural and Engineering Services
- i. Art in Public Places ***[See page 64]***  
Regional Intermodal Transportation Center  
Artwork Reproduction and Installation Services
- 6. ITEMS FOR COMMISSION APPROVAL
  - a. Replacement Passenger Terminal Sculpture Selections ***[See page 67]***  
for Burbank Art in Public Places Program
- 7. ITEMS FOR COMMISSION INFORMATION
  - a. Life Saving Award
- 8. CLOSED SESSION
  - a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(California Government Code Section 54956.9(d)(1))  
Name of Case: City of Los Angeles v. FAA et. al. (Case No. 21-71170)(9<sup>th</sup> Cir. 2021)
  - b. THREAT TO PUBLIC SERVICES OR FACILITIES  
(California Government Code Section 54957(a))  
Consultation with Director of Public Safety
- 9. ITEMS PULLED FROM CONSENT CALENDAR
- 10. EXECUTIVE DIRECTOR COMMENTS
- 11. COMMISSIONER COMMENTS  
(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for future meeting.)
- 12. PUBLIC COMMENT
- 13. ADJOURNMENT



## COMMISSION NEWSLETTER

Monday, December 18, 2023

*[Regarding agenda items]*

### 5. CONSENT CALENDAR

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

- a. COMMITTEE MINUTES. Approved minutes of the Executive Committee meeting of October 31, 2023; and approved minutes of the Finance and Administration Committee meeting of October 16, 2023; are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the November 13, 2023, Commission special meeting minutes are attached for the Commission's review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for July 2023 is included in the agenda packet. At its meeting on November 13, 2023, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission note and file this report.
- d. AMENDMENT TO AIRPORT USE AGREEMENT AND REPLACEMENT AIRPORT USE AGREEMENT. A staff report is included in the agenda packet. At its meeting on December 6, 2023, the Executive Committee voted unanimously (3-0) to recommend that the Commission do the following: (1) Approve the proposed form of an Amendment to Airport Use Agreement ("AUA Amendment"); (2) Approve the proposed form of a replacement Airport Use Agreement ("Replacement AUA"); and (3) Authorize the Executive Director to execute the AUA Amendment and the Replacement AUA with participating airlines subject to any clerical revisions deemed necessary or appropriate by Authority General Counsel.
- e. APPROVAL OF TASK ORDER 3 – REPLACEMENT PASSENGER TERMINAL PROJECT. A staff report is included in the agenda packet. At its meeting on December 6, 2023, the Executive Committee voted unanimously (3–0) to recommend that the Commission approve issuance of a proposed Task Order 3 to Holder, Pankow, TEC, A Joint Venture, in the amount of \$19,280,948 to fund the following items related to the construction of the Replacement Passenger Terminal Project: Component Guaranteed Maximum Price ("CGMP"): CGMP - 03: For Phase 2 General Conditions: HPTJV initial personnel cost for the period beginning first quarter of 2024 through December 31, 2024.
- f. MODIFICATION OF TRAVEL AUTHORIZATIONS FOR ATTENDANCE AT: ROUTES AMERICAS 2024 AIR SERVICE DEVELOPMENT FORUM; AND PASSENGER TERMINAL EXPO AND CONFERENCE. A staff report is included in the agenda packet. Staff seeks Commission approval of the following modifications of travel authorizations for attendance at the following forums: (1) The Routes Americas 2024 air service development forum being held in

Bogota, Colombia from March 19-21, 2024: Thomas Henderson, Director, Operations, will replace Scott Kimball, Deputy Executive Director; no change to the other two previously approved Authority attendees (Frank R. Miller, Executive Director, and Nerissa Sugars, Director, Communications and Air Service); and (2) Passenger Terminal Expo and Conference being held in Frankfurt, Germany from April 16-18, 2024: Scott Kimball, Deputy Executive Director, will join the two previously approved Authority attendees (Felicia Williams, President, and Frank R. Miller, Executive Director).

- g. SERVICE AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF THE UCLA CENTER FOR PREHOSPITAL CARE FOR EMT CONTINUING EDUCATION AND QUALITY IMPROVEMENT CARE. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of a Service Agreement ("Agreement") with The Regents of the University of California, on behalf of the UCLA Center for Prehospital Care for emergency medical technician continuing education and quality improvement care. The Agreement is for a one-year term at a cost of \$26,944.47 effective January 1, 2024.
- h. AWARD OF CONTRACT – ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES. 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 to award a Professional Services Agreement ("Agreement") to HNTB Corporation for on-call architectural and engineering services for a not-to-exceed amount of \$375,000. The proposed Agreement will have a three-year term with two one-year extension options available to the Authority.
- i. ART IN PUBLIC PLACES – REGIONAL INTERMODAL TRANSPORTATION CENTER – ARTWORK REPRODUCTION AND INSTALLATION SERVICES. A staff report is included in the agenda packet. Subject to the recommendation of the Legal, Government and Environmental Affairs Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of a Regional Intermodal Transportation Center Artwork Reproduction and Installation Services Agreement with Advanced Sign and Banner for the reproduction and installation of approved artwork at the RITC.

#### 6. ITEMS FOR COMMISSION APPROVAL

- a. REPLACEMENT PASSENGER TERMINAL SCULPTURE SELECTIONS FOR BURBANK ART IN PUBLIC PLACES PROGRAM. A staff report is included in the agenda packet. Staff, Jacobs Project Management Co., and Susan F. Gray & Co., are implementing an artwork procurement program for the Replacement Passenger Terminal ("RPT") Project to satisfy the City of Burbank's Art in Public Places requirement. This agenda item seeks the Commission's selection of two artworks, one for an exterior plaza sculpture and one for an interior suspended sculpture. For efficiency, it is recommended that these selections be made using the voting procedure the Commission established in Resolution No. 499 for the selection of the conceptual design for the RPT campus. A decision on the

sculptures is necessary at this meeting for Holder, Pankow, TEC - A Joint Venture to start on design integration in accordance with the project delivery schedule.

## 7. ITEMS FOR COMMISSION INFORMATION

- a. LIFE SAVING AWARD. On July 29, 2023, Airport Fire Department (“AFD”) personnel responded to a report of an inflight emergency of an unconscious person onboard an inbound Avelo Airlines flight to Hollywood Burbank Airport. The onboard actions of the Avelo Flight and Cabin crew and the proactive coordination between Avelo inflight and ground crew, AFD and Airport Police Department personnel were crucial in responding to this emergency situation. Once removed from the aircraft, the passenger was delivered to Burbank Fire Department personnel which transported the individual to St. Joseph’s Medical Center without delay. Due to these groups of individuals working together, quickly and efficiently, the passenger made a full recovery and was able to be released from the hospital two weeks later.

Individuals being honored today with the Airport Authority Lifesaving Award are:

Avelo Airlines: Captain Ron Gregory, First Officer Illia Kundria, Flight Attendants Kevin Torres, Chris Allison, Tali Rosas

Burbank Fire Department: Paramedics Wayne Chism, Eric Clements

Airport Fire Department: Acting Captain Kyle Humphrey, Firefighters Dan Kutsch, Dennis Whitford

*Approved on December 6, 2023*

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

**TUESDAY, OCTOBER 31, 2023**

A special meeting of the Executive Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:05 a.m., by Commissioner Williams.

**1. ROLL CALL**

<b>Present:</b>	Commissioners Williams, Najarian and Talamantes
<b>Absent:</b>	None
<b>Also Present:</b>	Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director
	Authority Counsel: Terence Boga, Esq., Richards, Watson & Gershon
	Jacobs Project Management Co.; Perry Martin, Senior Program Manager; Mike Duwel, Vice President, Holder Construction, Pre-Construction/Design Director for the RPT Project, HPTJV; Kevin Fauvell, HPTJV (via teleconference); Jeanna Heston, Director, Preconstruction, Holder Construction (via teleconference); Susan F. Gray, Susan F. Gray & Co., Subconsultant to Jacobs Project Management Co.

**2. Approval of Agenda**

<b>Motion</b>	Commissioner Talamantes moved approval of the agenda; seconded by Commissioner Najarian.
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<b>Motion Approved</b>	The motion was approved (3–0).
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**3. Public Comment**

There were no public comments.

**4. Approval of Minutes**

<b>a. October 4, 2023</b>	Commissioner Najarian moved approval of the Committee minutes of the October 4, 2023 meeting, seconded by Commissioner Talamantes. There being no objection, the motion was approved (3–0).
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## **5. Items for Approval**

### **a. Approval of Task Order No. 2 Replacement Passenger Terminal Project**

Staff sought a recommendation from the Executive Committee to the Commission to approve a proposed Task Order No. 2 to the design-builder HPTJV in the amount of \$76,933,511 to fund the following items related to the construction of the Replacement Passenger Terminal Project.

Component Guaranteed Maximum Price (“CGMP”) for two items:

1. CGMP 01: for the Terminal Building Mechanical, Electrical, and Special Systems in the amount of \$3,829,573;
2. CGMP 02: for Civil Site Work in the amount of \$66,803,938;

Authorization to utilize Owner Allowances:

3. Allowance for potential unforeseen environmental hazards or conditions incurred during the civil site work in the amount of \$3,000,000;

Allowance for compliance with new U.S. Department of Labor rules for the calculation of prevailing wages under Davis Bacon in the amount of \$300,000; and,

5. Allowance for permit applications to the City of Burbank Building and Safety Department in the amount of \$3,000,000.

### **Motion**

Commissioner Najarian moved approval; seconded by Commissioned Talamantes.

### **Motion Approved**

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

## **6. Items for Information**

### **a. Revised Replacement Passenger Terminal (“RPT”) Project Dashboard**

A representative of Jacobs Project Management Co. presented an updated version of the RPT Project Dashboard which incorporates the comments received from the Committee. When approved by the Commission, the proposed dashboard will be linked to the Authority’s [elevatebur.com](http://elevatebur.com) website

**b. Art in Public Place Update**

Ms. Susan Gray, Art Consultant to Jacobs Project Management Co., updated the Committee on the work of the Art Advisory Committee and the Committee's recommendations of three finalists for each of the designated locations at the Replacement Passenger Terminal.

**c. Airport Use Agreement Update**

Staff updated the Committee on the discussions with the Airlines regarding the supporting documents for the Replacement Passenger Terminal ("RPT") Project and its role in the financing of the Project. These documents include a Term Sheet which address key points for the RPT Project, the proposed Amendment to the current Airport Use Agreement which continues the current business terms with the Airlines up to the date of opening of the RPT and the proposed replacement Airport Use Agreement which will take effect immediately upon opening of the RPT.

**d. Committee Pending Items**

The Committee discussed future pending items that will come to the Committee for review.

**7. Adjournment**

There being no further business, the meeting was adjourned at 8:45 a.m.

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

**MONDAY, OCTOBER 16, 2023**

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 11:30 a.m., by Commissioner Ovrom.

**1. ROLL CALL**

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

**Absent:** None

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

Also Present:  
Mr. Geoff Wheeler, Ricondo & Associates  
Mr. Louis Choi, Public Resources Advisory Group

**2. Staff Announcement: AB 23**

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

**3. Approval of Agenda**

The agenda was approved as presented.

**Motion**

Commissioner Quintero moved approval; seconded by Commissioner Wilson.

**Motion Approved**

The motion was approved (3–0).

**4. Public Comment**

There were no public comments.

**5. Approval of Minutes**

**a. September 18, 2023**

A draft copy of the minutes of the meeting of September 18, 2023, were included in the agenda packet for review and approval.

**Motion**

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

**Motion Approved**

The minutes were unanimously approved (3–0).

## 6. Treasurer's Report

### a. June 2023

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

#### Motion

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

#### Motion approved

The motion was approved (3–0).

## 7. Items for Approval

### a. Approval of Third Amendment ATM Concession and Lease Agreement

Staff presented to the Committee for recommendation to the Commission for approval, a proposed Third Amendment to the Automated Teller Machine Concession and Lease Agreement between the Authority and Mobile Money, Inc. which will extend the term of the Agreement to June 30, 2026. Upon the expiration date of June 30, 2026, in conjunction with the opening of the Replacement Passenger Terminal, the Agreement will continue on a month-to-month basis. Either party may terminate the Agreement upon thirty days' notice.

#### Motion

Commissioner Wilson moved approval; seconded by Commissioner Quintero.

#### Motion Approved

The motion was unanimously approved (3–0).

### b. Month-to-Month Office Lease C&W Facility Services, Inc.

Staff presented to the Committee for recommendation to the Commission for approval of a proposed Month-to-Month Office Lease with C&W Facility Services, Inc.

In August 2023, the Authority awarded a twelve-month Janitorial Services Agreement to C&W to provide janitorial services at Hollywood Burbank Airport. These services will begin on November 1, 2023. A month-to-month office lease will provide space for its on-site manager and employee breakroom.

The office space requested by C&W is currently occupied by the current janitorial services provider, Diverse Facility Solutions, Inc. ("DFS"). The DFS lease expires on October 31, 2023.

The proposed month-to-month lease will replace the tenancy of DFS at the same rental rate of \$699.18 per month subject to any applicable annual rate adjustment.

#### Motion

Commissioner Quintero moved approval; seconded by Commissioner Wilson.

#### Motion Approved

The motion was unanimously approved (3–0).



**c. Helicopter Maintenance and Operations Lease  
Cities of Burbank and Glendale**

Staff presented to the Committee for recommendation to the Commission for approval a Helicopter and Maintenance Lease between the Authority and the Cities of Burbank and Glendale.

On January 4, 1994, the Authority awarded a 30-year lease to the Cities for a heliport facility, located in the northwest quadrant of the Airport, for the purposes of helicopter maintenance and operational activity support.

The current Lease is set to expire on December 31, 2023. The term of the Lease will be for another thirty-years from January 1, 2024, to December 31, 2054.

Commissioner Wilson requested that the staff report be updated to include additional revenue information before being presented to the Commission.

**Motion**

Commissioner Quintero moved approval; seconded by Commissioner Wilson.

**Motion Approved**

The motion was unanimously approved (3–0).

**d. Conditional Consent to Assignment - Development Ground Lease - Southwest Airlines**

Staff presented to the Committee for recommendation to the Commission for approval a proposed Conditional Consent to Assignment (“Consent”) for the Development Ground Lease (“Lease”) for the fuel yard area located on the northeast quadrant of the Airport. The Consent will approve assignment of the Lease from Southwest Airlines to BUR Fuel Company, LLC (“BUR Fuel”), a newly formed airline consortium.

The facility consists of five 50,000-gallon jet fuel storage tanks that are encased in concrete vaults designed to withstand an 8.0 magnitude earthquake, associated systems and controls to monitor all fuel received and dispensed, as well as a leak detection system for each tank.

Upon the closing of the Lease assignment, BUR Fuel will assume all obligations and requirements set forth under the Lease including utilities, insurance, and applicable taxes.

**Motion**

Commissioner Quintero moved approval; seconded by Commissioner Wilson.

**Motion Approved**

The motion was unanimously approved (3–0).

**e. Auditor Required Communications for the FY 2023 Audits**

Staff presented to the Committee an Auditor communications letter from the Authority's auditor, Macias Gini & O'Connell LLP for recommendation to the Commission that it note and file this letter. The letter outlines its audit responsibilities, and planned scope and timing of the FY 2023 audits.

**Motion**

Commissioner Wilson moved approval; seconded by Commissioner Quintero.

**Motion Approved**

The motion was unanimously approved (3–0).

**8. Items for Discussion**

**a. Replacement Passenger Terminal Project – Plan of Finance Update**

Staff provided a status update on revisions to the Plan of Finance to support the timing of the forecasted encumbrances required by the Design Build Team to meet the targeted completion date for the Replacement Passenger Terminal Project.

**9. Items for Information**

**a. Committee Pending Items**

Staff updated the Committee on upcoming agenda items.

**10. Adjournment**

There being no further business to discuss, the meeting was adjourned at 12:30 p.m.

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

**MONDAY, NOVEMBER 13, 2023**

A special meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:04 a.m., by President Williams.

**1. ROLL CALL**

**Present:** Commissioners Williams, Talamantes, Hampton (arrived 9:07 a.m.), Devine, Gabel-Luddy, Ovrom, Wilson, Quintero

**Absent:** Commissioners Najarian

**Also Present:** Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Patrick Lammerding, Deputy Executive Director, Planning and Development; Thomas Henderson, Director, Operations; Alex Castillo, Manager, Operations

Also Present:  
Susan F. Gray, Art Consultant,  
Susan F. Gray & Co.;  
Perry Martin, Senior Program Manager,  
Jacobs Program Management Co.

**2. PLEDGE OF ALLEGIANCE**

Commissioner Gabel-Luddy led the Pledge of Allegiance.

The next item was taken out of order.

**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.)*

Julia Brickland, Studio City

**3. APPROVAL OF AGENDA**

The agenda was approved as presented.

**MOTION**

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

**MOTION APPROVED**

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

AYES: Commissioners Williams,  
Talamantes, Devine, Gabel-Luddy,  
Ovrom, Williams, Quintero

NOES: None

ABSENT: Commissioners Hampton and  
Najarian

## **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) October 4, 2023**

Approved minutes of the October 4, 2023, Executive Committee were included in the agenda packet for information purposes.

#### **2) Operations and Development Committee**

##### **(i) October 2, 2023**

Approved minutes of the October 2, 2023, Operations and Development Committee were included in the agenda packet for information purposes.

#### **3) Finance and Administration Committee**

##### **(i) September 18, 2023**

Approved minutes of the September 18, 2023, Finance and Administration Committee were included in the agenda packet for information purposes.

#### **4) Legal, Government and Environmental Affairs Committee**

##### **(i) October 2, 2023**

Approved minutes of the October 2, 2023, Legal, Government and Environmental Affairs Committee meeting were included in the agenda packet for information purposes.

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

#### **1) October 16, 2023**

A copy of the draft minutes of the October 16, 2023, Commission meeting were included in the agenda packet for review and approval.

**c. Treasurer's Report**

**1) June 2023**

At its meeting on October 16, 2023, the Finance and Administration Committee reviewed the June 2023 Treasurer's Report and voted unanimously (3–0) to accept the report and recommend to the Commission for note and file.

**d. Auditor Required Communications for the FY 2023 Audits**

At its meeting on October 16, 2023, the Finance and Administration Committee viewed the auditor required communication which outlined its audit responsibilities and planned scope and timing of the FY 2023 audits. The Committee voted unanimously (3–0) to recommend that this communication be submitted to the Commission for note and file.

**e. Eco-Rapid Transit (Orangeline Development Authority) Joint Powers Agreement Termination**

At its meeting on October 16, 2023, the Legal, Government and Environmental Affairs Committee voted unanimously (3–0) to recommend that the Commission adopt Resolution No. 507 to approve termination of the Eco-Rapid Transit ("ERT") Joint Powers Agreement.

In 2014, the Orangeline Development Authority rebranded as ERT so as not be confused with the Orange Line Bus Rapid Transit project in the San Fernando Valley.

The ERT Board of Directors unanimously voted to dissolve the agency in September 2023 and directed its staff to proceed with necessary steps to complete termination of the JPA.

Resolution No. 507 directs the Authority's representative on the ERT Board of Directors, Commissioner Quintero, to vote to terminate ERT JPA.

**f. Conditional Consent to Assignment – Development Ground Lease Southwest Airlines**

At its meeting on October 16, 2023, the Finance and Administration Committee ("Committee") voted unanimously (3–0) to recommend that the Commission approve a Conditional Consent ("Consent") to Assignment for the Development Ground Lease ("Lease") for the fuel yard area located on the northeast quadrant of the Airport. The Consent will approve assignment of the Lease

from Southwest to BUR Fuel Company, LLC, a newly formed airline consortium.

**g. Approval of Third Amendment  
ATM Concession and Lease  
Agreement**

At its meeting on October 16, 2023, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve a Third Amendment to the Automated Teller Machine Concession and Lease Agreement (“Agreement”) between the Authority and Mobile Money, Inc., to extend the term of the Agreement to June 30, 2026, which is the expiration date of the Agreement. At this time, in conjunction with the opening of the Replacement Passenger Terminal, the Agreement will continue on a month-to-month basis terminable by either party upon thirty days prior written notice.

The Amendment will generate \$2.37 per transaction.

**h. Month-to-Month Office Lease  
C&W Facility Services, Inc.**

At its meeting held immediately preceding the Commission meeting, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve a Month-to-Month Office Lease (“Lease”) with C&W Facility Services, Inc.

In August 2023, the Commission awarded a twelve-month Janitorial Services Agreement to C&W to provide janitorial services at Hollywood Burbank Airport.

C&W has requested office space to be provided for its on-site manager and employee breakroom, which will also serve as the central point from which C&W will manage its operations at the Airport. The Lease will commence on November 1, 2023.

**i. Helicopter Maintenance and  
Operations Lease  
Cities of Burbank and Glendale**

At its meeting held on October 15, 2023, the Finance and Administration Committee voted unanimously (3–0) to recommend the Commission approve a new Helicopter Maintenance and Operations Lease (“Lease”) between the Authority and the Cities of Burbank and Glendale.

On January 4, 1944, the Authority awarded a 30-year lease to the Cities for a heliport facility, located in the northwest quadrant of the Airport, for the purposes of helicopter

maintenance and operational activity support. The Cities formed the Joint Air Support Unit ("JASU"), which has been located in these premises since 1993.

In lieu of the Cities paying rent to the Authority, the JASU provides aerial services when it conducts daily perimeter patrols, a minimum of four times a day.

The current Lease will expire on December 31, 2023. The term for the new Lease will be for another thirty-years from January 1, 2024, to December 31, 2054. The Authority has the right to terminate with 6 months' notice.

**j. Approval of Task Order 2  
Replacement Passenger Terminal  
Project**

*Commissioner Gabel-Luddy requested this item be discussed under Item No.9 Items Pulled from Consent Calendar.*

**k. September 2023 Passenger and  
Air Cargo Statistics**

*Commissioner Ovrom requested this item be discussed under Item No.9 Items Pulled from Consent Calendar.*

**l. September 2023 Ground  
Transportation Statistics**

Included in the agenda packet was a presentation citing the ground transportation data for the month of September 2023.

**m. September 2023 Parking  
Revenue Statistics**

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

Before voting on the Consent Calendar, Commissioner Wilson commented on Item No. 5.i. stating that when the Item was discussed at the Finance and Administration Committee meeting of October 16, 2023, Staff had been requested to provide additional financial information on the Lease before presenting it to the Commission. This information was reflected in the Commission agenda staff report.

**MOTION**

Commissioner Wilson moved approval of the Consent Calendar with the exception of Item Nos. j. and k.; seconded by Commissioner Talamantes.

**MOTION APPROVED**

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

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

NOES: NONE

ABSENT: Commissioners Najarian

ABSTAINED: Commissioner Devine (5.b.1)

## **6. ITEMS FOR COMMISSION DISCUSSION**

- a. Replacement Passenger Terminal Art in Public Places** Susan F. Gray, of Susan F. Gray & Co.; consultant to Jacobs Project Management Co., presented the top three art concepts for each of the designated locations (exterior and interior) at the Replacement Passenger Terminal as evaluated by the Art Advisory Committee.

## **7. ITEMS FOR COMMISSION INFORMATION**

- a. Replacement Passenger Terminal Project Dashboard** Perry Martin, Senior Program Manager, Jacobs Project Management Co., presented an updated version of the Replacement Passenger Terminal Project Dashboard that will be updated monthly and linked to the "ELEVATEBur" website.
- b. Part 139 Inspection Report** Staff briefed the Commission on the results of the annual Part 139 inspection for FY 2023 which took place in April 2023.

## **8. ITEMS PULLED FROM CONSENT CALENDAR**

- 5.j. Approval of Task Order 2 Replacement Passenger Terminal Project** At its special meeting on October 31, 2023, the Executive Committee voted unanimously (3–0) to recommend the Commission approve a Task Order 2 in the amount of \$76,933,511.00 to fund the following items related to the construction of the Replacement Passenger Terminal:
- Component Guaranteed Maximum Price ("CGMP") for two items: 1. CGMP 01: for the Terminal Building Mechanical, Electrical, and Special Systems in the amount of \$3,829,573; and 2. CGMP 02 – for Civil Site Work in the amount of \$66,803,938;
- Authorization to utilize Owner Allowances:
3. Allowance for potential unforeseen environmental hazards or conditions incurred during the civil site work in the amount of \$3,000,000; 4. Allowance for compliance with new U.S. Department of Labor rules for the calculation of prevailing wages under Davis Bacon in the amount of \$300,000; and



5. Allowance for permit applications to the City of Burbank Building and Safety Department in the amount of \$3,000,000

The adopted FY 2023-2024 budget includes appropriations in the amount of \$123,483,956 for the RPT Project early works and pre-construction packages. These costs are programmed to be initially funded through the Bipartisan Infrastructure Law grants and commercial paper program pending issuance of the construction financing scheduled for the late spring of 2024.

**5.k. June 2023 Passenger and Air Cargo Statistics**

Commissioner Ovrom requested further information on the passenger and air cargo statistics for the month of June 2023.

**9. EXECUTIVE DIRECTOR COMMENTS**

The Executive Director informed the Commission that approval has been made on the selection of the concept and deliverable of the 30% design for the Replacement Passenger Terminal.

Also, the ruling on the Supplemental EIS for the Replacement Passenger Terminal which had to be reevaluated by the FAA is now available for public review at [www.BobHopeAirportEIS.com](http://www.BobHopeAirportEIS.com). The public comment period was November 7 - November 22, 2023, at 5:00 p.m. Written comments were able to be submitted through the website or via U.S. mail. Based upon comments received and reviewed, the FAA will issue a final written evaluation and record of decision.

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

Commissioner Gabel-Luddy requested an update on sustainable aviation fuel in the future and also would like to have placed on the agenda a Commission discussion on developing a strategy on funding a representational statue of Amelia Earhart for the Airport. Commissioner Ovrom seconded these requests. The discussion on the representational/historical art figure(s) should be done separately from the Commission's obligations of art being considered for the December agenda.

**11. PUBLIC COMMENT**

There were no public comments.

12. ADJOURNMENT

The meeting was adjourned at 11:42 a.m.

<hr/>	<hr/>
Felicia Williams, President	Jess Talamantes, Secretary
<hr/>	<hr/>
Date	Date



December 18, 2023

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

Dear Commissioners:

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

Sincerely,

[To be signed]

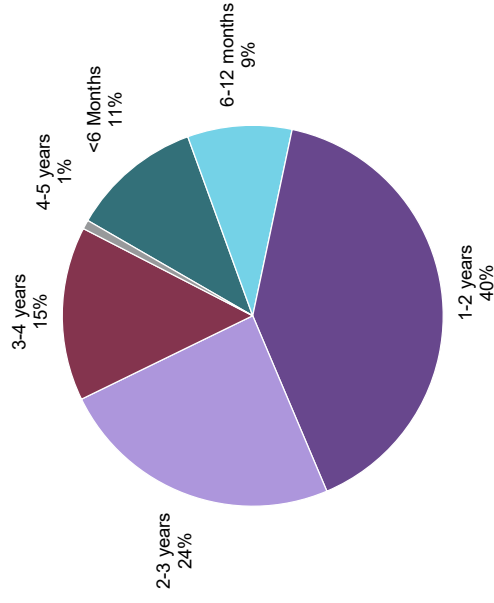
Tyron Hampton  
Treasurer

Attachments

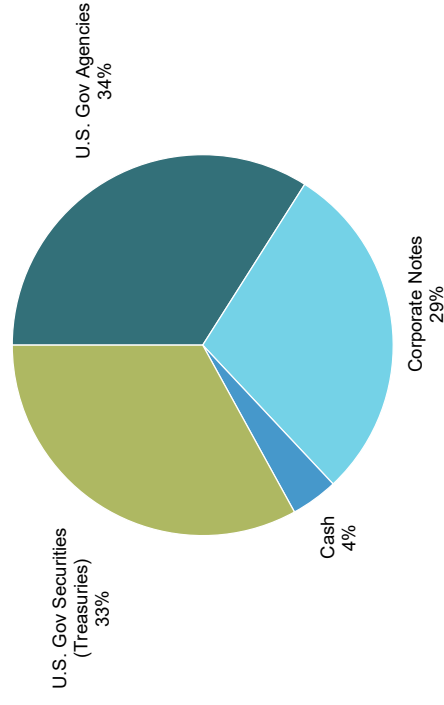
# Operating Portfolio Investment Guidelines Conformance as of July 31, 2023

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	3.37 Years	70%	34%
Corporate Notes	5 Years	4.21 Years	30%	29%
LAIF	N/A	N/A	\$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 year	N/A	10%	N/A
Market Market Fund	N/A	N/A	15%	4%
U.S. Gov Securities (Treasuries)	5 Years	3.92 Years	No Limit	33%

## Maturity Distribution



## Sector Allocation

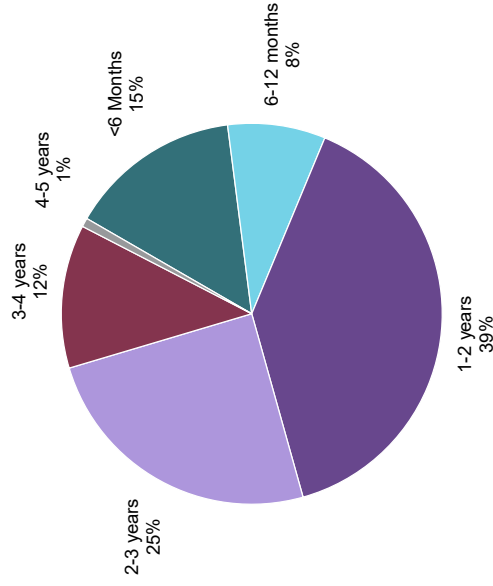


Source: Aladdin  
There is no guarantee that the investment objective will be achieved or that return expectations will be met.

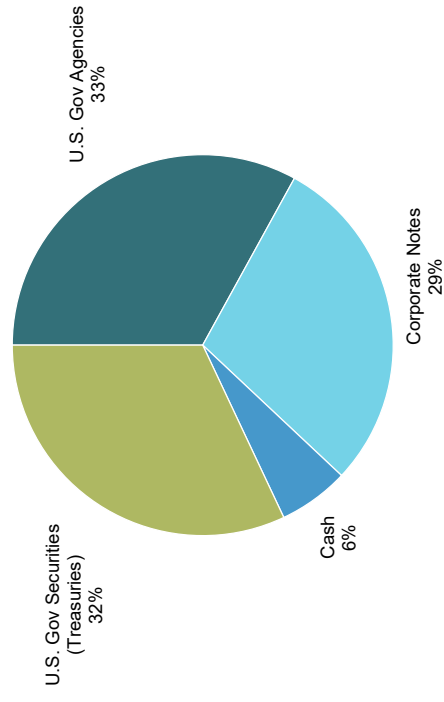
# PFC Portfolio Investment Guidelines Conformance as of July 31, 2023

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	3.37 Years	70%	33%
Corporate Notes	5 Years	4.21 Years	30%	29%
LAIF	N/A	N/A	\$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 year	N/A	10%	N/A
Market Market Fund	N/A	N/A	15%	6%
U.S. Gov Securities (Treasuries)	5 Years	3.92 Years	No Limit	32%

## Maturity Distribution



## Sector Allocation



Source: Aladdin  
There is no guarantee that the investment objective will be achieved or that return expectations will be met.

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Investments**  
**As of 07/31/23**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
07/31/23	Dreyfus Treasury	BAX9MM47	0.000	07/31/23	07/31/23	\$ 9,878,262	\$ 9,878,262	100.00	\$ 9,878,262	\$ -	5.42%	0	3.77%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	08/04/23	2,625,000	2,344,402	89.24	2,342,471	(1,931)	5.80%	4	0.89%
02/24/22	3M Co	88579YBE0	1.710	02/14/24	08/14/23	1,625,000	1,628,055	99.91	1,623,538	(4,517)	6.24%	14	0.62%
03/03/22	Truist Financial Corp	89788MAF9	2.285	06/09/25	09/22/23	2,100,000	2,089,173	97.49	2,047,290	(41,883)	7.36%	53	0.78%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	5,050,000	5,296,103	99.70	5,034,901	(261,202)	5.46%	43	1.92%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	6,775,000	7,065,870	99.59	6,746,952	(318,918)	5.33%	61	2.57%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	10/18/23	2,300,000	2,354,302	101.19	2,327,439	(26,863)	6.03%	79	0.89%
03/16/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	3,200,000	3,479,090	99.18	3,173,888	(305,202)	5.34%	122	1.21%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	01/22/24	2,300,000	2,271,572	98.85	2,273,481	1,909	5.99%	175	0.87%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	2,250,000	2,321,258	99.02	2,228,040	(93,218)	5.74%	176	0.85%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	1,750,000	1,882,594	98.92	1,731,013	(151,581)	5.73%	196	0.66%
12/10/21	Treasury Note	91282CBM2	0.130	02/15/24	02/15/24	5,500,000	5,355,021	97.20	5,345,945	(9,076)	5.44%	199	2.04%
06/27/23	FHLB	3130ARHG9	2.130	02/28/24	02/28/24	3,850,000	3,766,506	98.12	3,777,543	11,037	5.49%	212	1.44%
04/10/21	Metlife Inc	59156RBH0	3.600	04/10/24	04/10/24	1,750,000	1,897,945	98.50	1,723,733	(174,212)	5.84%	254	0.66%
06/22/20	Comcast Corporation	20030NCR0	3.700	04/15/24	04/15/24	1,800,000	1,972,081	98.64	1,775,592	(196,489)	5.68%	259	0.68%
03/16/21	Bank Of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	2,000,000	2,144,538	98.16	1,963,180	(181,358)	5.81%	289	0.75%
01/18/22	Target Corporation	87612EBD7	3.500	07/01/24	07/01/24	1,750,000	1,831,278	98.21	1,718,728	(112,550)	5.52%	336	0.66%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	1,900,000	2,025,714	97.62	1,854,742	(170,972)	5.41%	361	0.71%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	1,600,000	1,646,699	96.89	1,550,160	(96,539)	5.42%	381	0.59%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	13,000,000	13,567,227	96.34	12,524,200	(1,043,027)	5.39%	397	4.78%
05/20/21	United Parcel Service	911312BT2	2.200	09/01/24	09/01/24	1,571,000	1,637,949	96.64	1,518,199	(119,750)	5.43%	398	0.58%
06/20/23	FFCB	3133EPDE2	5.380	09/09/24	09/09/24	6,500,000	6,511,850	99.83	6,488,690	(23,160)	5.53%	406	2.47%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	2,000,000	2,150,631	97.10	1,942,060	(208,571)	5.73%	457	0.74%
01/27/22	FHLB	3130A3GE8	2.750	12/13/24	12/13/24	2,200,000	2,281,046	96.61	2,125,464	(155,582)	5.35%	501	0.81%
01/27/22	Treasury Note	91282CDN8	1.000	12/15/24	12/15/24	2,000,000	1,977,266	94.41	1,888,200	(89,066)	5.27%	503	0.72%
06/25/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	1,450,000	1,518,887	95.50	1,384,794	(134,093)	5.50%	503	0.53%
01/06/22	FFCB	3133ENKS8	1.130	01/06/25	01/06/25	1,540,000	1,536,535	94.38	1,453,483	(83,052)	5.25%	525	0.55%
12/10/21	Federal National Mortgage Assoc	3135G0X24	1.630	01/07/25	01/07/25	1,500,000	1,527,600	95.12	1,426,770	(100,830)	5.20%	526	0.54%
05/11/22	Apple Inc	03783DF4	2.750	01/13/25	01/13/25	1,700,000	1,691,920	96.84	1,646,212	(45,708)	5.04%	532	0.63%
03/29/21	US Bank NA/Cincinnati	90331HPL1	2.050	01/21/25	01/21/25	2,000,000	2,069,895	94.88	1,897,520	(172,375)	5.73%	540	0.72%
09/15/22	Merck & Co Inc	58933YAR6	2.750	02/10/25	02/10/25	1,825,000	1,770,464	96.50	1,761,034	(9,430)	5.17%	560	0.67%
10/01/20	FHLMC Reference Note	3137EAE0	1.500	02/12/25	02/12/25	7,000,000	7,082,816	94.70	6,628,650	(454,166)	5.15%	562	2.53%
03/04/22	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,750,000	1,753,833	94.79	1,658,843	(94,990)	5.26%	575	0.63%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	1,825,000	1,939,204	96.31	1,757,585	(181,619)	5.15%	584	0.67%
08/05/20	FHLB	3130A4CH3	2.380	03/14/25	03/14/25	250,000	273,060	95.60	238,995	(34,065)	5.24%	592	0.09%

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
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08/05/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	1,875,000	2,048,908	96.73	1,813,650	(235,258)	5.28%	593	0.69%
05/12/20	Intel Corp	458140BP4	3.400	03/25/25	03/25/25	1,000,000	1,106,180	97.23	972,260	(133,920)	5.17%	603	0.37%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	2,300,000	2,287,242	92.76	2,133,526	(153,716)	5.08%	609	0.81%
05/05/20	Florida Power & Light Company	341081FZ5	2.850	04/01/25	04/01/25	1,000,000	1,086,930	96.46	964,570	(122,360)	5.09%	610	0.37%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	250,000	274,895	96.91	242,285	(32,610)	5.20%	610	0.09%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	7,000,000	7,032,434	92.67	6,487,110	(545,324)	5.04%	623	2.47%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	1,800,000	1,770,312	96.09	1,729,656	(40,656)	5.12%	624	0.66%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	9,500,000	9,317,379	92.71	8,807,165	(510,214)	5.09%	631	3.36%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	1,800,000	1,801,335	97.08	1,747,350	(53,985)	5.13%	652	0.67%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	1,400,000	1,514,257	97.29	1,362,116	(152,141)	5.10%	654	0.52%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	1,700,000	1,751,887	97.13	1,651,210	(100,677)	5.13%	659	0.63%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	2,000,000	1,956,882	92.92	1,858,320	(98,562)	4.90%	667	0.71%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	1,400,000	1,388,338	97.43	1,364,062	(24,276)	4.95%	685	0.52%
08/05/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	10,000,000	9,874,566	91.55	9,154,700	(719,866)	4.93%	700	3.49%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	5,000,000	4,843,262	96.43	4,821,500	(21,762)	4.94%	715	1.84%
11/19/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	625,000	690,233	97.30	608,144	(82,089)	5.14%	729	0.23%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	2,000,000	2,225,136	97.30	1,946,040	(279,096)	4.95%	749	0.74%
09/25/20	FNMA Benchmark Note	3135G05X7	0.375	08/25/25	08/25/25	3,500,000	3,493,350	91.12	3,189,130	(304,220)	4.95%	756	1.22%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	1,375,000	1,360,702	97.28	1,337,628	(23,074)	5.04%	763	0.51%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	1,900,000	1,899,060	97.88	1,859,644	(39,416)	5.13%	770	0.71%
09/29/22	FFCB	3133ENP95	4.250	09/30/25	09/30/25	7,000,000	6,978,380	98.59	6,901,020	(77,360)	4.94%	792	2.63%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	12,000,000	11,848,980	90.77	10,891,800	(957,180)	4.85%	830	4.15%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	1,784,000	1,840,277	96.86	1,727,965	(112,312)	4.92%	899	0.66%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,750,000	1,582,610	90.10	1,576,698	(5,912)	4.98%	912	0.60%
12/23/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	10,000,000	9,073,164	90.05	9,004,700	(68,464)	4.63%	943	3.43%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	3,900,000	3,541,043	90.06	3,512,496	(28,547)	5.10%	948	1.34%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	1,975,000	1,990,956	91.70	1,811,016	(179,940)	4.93%	953	0.69%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	7,250,000	7,189,318	98.48	7,139,655	(49,663)	4.75%	956	2.72%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	1,500,000	1,470,312	96.74	1,451,145	(19,167)	5.07%	975	0.55%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	1,625,000	1,672,301	93.28	1,515,768	(156,533)	5.26%	1005	0.58%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,761	92.19	921,890	(129,871)	4.60%	1138	0.35%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	1,225,000	1,140,325	92.70	1,135,612	(4,713)	4.79%	1142	0.43%
03/01/23	Pepsico Inc	713448DN5	2.380	10/06/26	10/06/26	1,100,000	1,012,440	93.93	1,033,263	20,823	4.44%	1163	0.39%
02/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	10,000,000	9,353,945	92.59	9,259,399	(94,546)	4.44%	1203	3.53%
06/28/23	Duke Energy Carolinas	26442CAS3	2.950	12/01/26	12/01/26	1,000,000	944,820	94.43	944,259	(561)	4.78%	1219	0.36%

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Investments**  
**As of 07/31/23**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	3,800,000	3,910,845	92.48	3,514,163	(396,682)	4.56%	1229	1.34%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	10,000,000	8,842,265	87.48	8,748,399	(93,866)	4.35%	1339	3.34%
05/11/23	Chevron Corp	166764BX7	2.300	05/11/27	05/11/27	2,000,000	1,844,151	90.89	1,817,819	(26,332)	4.65%	1380	0.69%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	10,000,000	8,761,015	86.38	8,637,499	(123,516)	4.32%	1430	3.29%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	2,000,000	1,863,019	92.97	1,859,379	(3,640)	4.82%	1537	0.71%
	<b>Subtotal</b>					<b>\$ 256,448,262</b>	<b>\$ 254,175,861</b>		<b>\$ 242,911,608</b>	<b>\$ (11,264,253)</b>	<b>5.11%</b>	<b>644</b>	<b>92.63%</b>
	Local Agency Investment Fund (LAIF)					19,612,116	19,612,116	98.48285	19,314,570	(297,546)	3.31%	2403	7.37%
	<b>Subtotal</b>					<b>\$ 276,060,378</b>	<b>\$ 273,787,977</b>		<b>\$ 262,226,178</b>	<b>\$ (11,561,799)</b>	<b>4.78%</b>	<b>773</b>	<b>100.00%</b>
	Operating Bank Balance						5,541,703						
	<b>TOTAL</b>						<b>\$ 279,329,680</b>						



**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Purchases - Maturities - Sales**  
**As of 07/31/23**

[illegible]

## MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
03/14/22	FNMA	3135G05G4	0.250	07/10/23	\$ 4,000,000.00	98.23300	\$ 3,929,320.00	\$ 70,680.00
01/31/22	Treasury Note	91282CCN9	0.130	07/31/23	4,500,000.00	98.50651	4,432,793.00	67,207.00
						-	-	-
						-	-	-
						-	-	-
<b>TOTAL MATURITIES</b>						<b>\$ 8,500,000.00</b>	<b>\$ 8,362,113.00</b>	<b>\$ 137,887.00</b>

## SALES / REDEMPTIONS / DELIVERS

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

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Earnings Report**  
**07/01/23-07/31/23**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
<b>FIXED INCOME</b>										
FNMA	NOTE	0.250	07/10/23	4,750.00	5,000.00	-	-	250.00	-	250.00
Treasury Note	NOTE	0.130	07/31/23	2,346.34	2,812.50	-	-	466.16	-	466.16
FNMA	NOTE	2.875	09/12/23	43,959.55	-	-	56,058.51	12,098.96	(5,735.95)	6,363.01
Treasury Note	NOTE	2.875	09/30/23	48,961.41	-	-	65,459.27	16,497.86	(6,212.31)	10,285.55
Treasury Note	NOTE	2.875	11/30/23	7,792.35	-	-	15,584.70	7,792.35	(5,606.85)	2,185.50
Citibank NA	NOTE	3.650	01/23/24	36,043.75	41,062.50	-	1,825.00	6,843.75	(1,508.54)	5,335.21
IBM Corp	NOTE	3.625	02/12/24	24,493.92	-	-	29,780.38	5,286.46	(3,947.44)	1,339.02
3M Co	NOTE	1.710	02/14/24	11,924.49	-	-	19,789.58	7,865.09	(147.75)	7,717.34
Treasury Note	NOTE	0.130	02/15/24	2,582.87	-	-	3,171.62	588.75	17,249.95	17,838.70
FHLB	NOTE	2.130	02/28/24	27,952.60	-	-	34,770.31	6,817.71	10,436.81	17,254.52
Metlife Inc	NOTE	3.600	04/10/24	14,175.00	-	-	19,425.00	5,250.00	(4,306.21)	943.79
Comcast Corporation	NOTE	3.700	04/15/24	14,060.00	-	-	19,610.00	5,550.00	(3,917.51)	1,632.49
Bank Of New York Mellon Corp	NOTE	3.400	05/15/24	8,688.89	-	-	14,355.56	5,666.67	(4,010.27)	1,656.40
Target Corporation	NOTE	3.500	07/01/24	-	-	-	5,104.17	5,104.17	(2,754.44)	2,349.73
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	23,723.61	27,550.00	-	765.28	4,591.67	(2,860.90)	1,730.77
Honeywell International Inc	NOTE	2.300	08/15/24	13,902.22	-	-	16,968.89	3,066.67	(920.81)	2,145.86
Treasury Note	NOTE	1.875	08/31/24	81,470.79	-	-	102,004.08	20,533.29	(15,197.95)	5,335.34
United Parcel Service	NOTE	2.200	09/01/24	11,520.67	-	-	14,400.83	2,880.16	(1,779.13)	1,101.03
FFCB	NOTE	5.380	09/09/24	108,694.44	-	-	137,809.03	29,114.59	(811.65)	28,302.94
PNC Funding Corp	NOTE	3.300	10/30/24	11,183.33	-	-	16,683.33	5,500.00	(3,534.55)	1,965.45
FHLB	NOTE	2.750	12/13/24	3,025.00	-	-	8,066.67	5,041.67	(2,349.15)	2,692.52
Treasury Note	NOTE	1.000	12/15/24	874.32	-	-	2,568.31	1,693.99	669.93	2,363.92
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	1,321.11	-	-	3,798.19	2,477.08	(1,336.93)	1,140.15
FFCB	NOTE	1.130	01/06/25	8,421.88	8,662.50	-	1,203.13	1,443.75	96.70	1,540.45
Federal National Mortgage Assoc	NOTE	1.630	01/07/25	11,781.25	12,187.50	-	1,625.00	2,031.25	(750.00)	1,281.25
Apple Inc	NOTE	2.750	01/13/25	21,816.67	23,375.00	-	2,337.50	3,895.83	252.50	4,148.33
US Bank NA/Cincinnati	NOTE	2.050	01/21/25	18,222.22	20,500.00	-	1,138.89	3,416.67	(1,582.58)	1,834.09
Merck & Co Inc	NOTE	2.750	02/10/25	19,656.77	-	-	23,839.06	4,182.29	1,900.21	6,082.50
FHLMC Reference Note	NOTE	1.500	02/12/25	40,541.67	-	-	49,291.67	8,750.00	(2,042.08)	6,707.92
FFCB	NOTE	1.750	02/25/25	10,718.75	-	-	13,270.83	2,552.08	(107.65)	2,444.43
Exxon Mobil Corp	NOTE	2.709	03/06/25	15,793.09	-	-	19,913.03	4,119.94	(2,315.40)	1,804.54
FHLB	NOTE	2.380	03/14/25	1,764.76	-	-	2,259.55	494.79	(417.25)	77.54
Ace InA Holdings Inc	NOTE	3.150	03/15/25	17,390.63	-	-	22,312.50	4,921.87	(3,304.31)	1,617.56

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Earnings Report**  
**07/01/23-07/31/23**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Intel Corp	NOTE	3.400	03/25/25	9,066.67	-	-	11,900.00	2,833.33	(1,810.58)	1,022.75
Treasury Note	NOTE	0.050	03/31/25	2,890.71	-	-	3,864.75	974.04	309.70	1,283.74
Florida Power & Light Company	NOTE	2.850	04/01/25	7,125.00	-	-	9,500.00	2,375.00	(1,471.36)	903.64
General Dynamics Corporation	NOTE	3.250	04/01/25	2,031.25	-	-	2,708.33	677.08	(502.51)	174.57
Federal Home Loan Banks	NOTE	0.500	04/14/25	7,486.11	-	-	10,402.78	2,916.67	(603.36)	2,313.31
Home Depot Inc	NOTE	2.700	04/15/25	10,260.00	-	-	14,310.00	4,050.00	874.48	4,924.48
FNMA	NOTE	0.630	04/22/25	11,380.21	-	-	16,328.13	4,947.92	5,075.00	10,022.92
Caterpillar Financial Services	NOTE	3.400	05/13/25	8,160.00	-	-	13,260.00	5,100.00	(22.84)	5,077.16
General Dynamics Corporation	NOTE	3.500	05/15/25	6,261.11	-	-	10,344.44	4,083.33	(2,327.83)	1,755.50
Qualcomm Incorporated	NOTE	3.450	05/20/25	6,679.58	-	-	11,567.08	4,887.50	(1,297.51)	3,589.99
Pfizer Inc	NOTE	0.800	05/28/25	1,466.67	-	-	2,800.00	1,333.33	1,121.44	2,454.77
Truist Financial Corp	NOTE	2.285	06/09/25	6,463.47	-	-	16,937.57	10,474.10	-	10,474.10
Cisco Systems Inc	NOTE	3.500	06/15/25	2,177.78	-	-	6,261.11	4,083.33	338.12	4,421.45
Treasury Note	NOTE	0.250	06/30/25	67.93	-	-	2,173.91	2,105.98	4,249.16	6,355.14
Treasury Note	NOTE	3.000	07/15/25	69,198.90	75,000.00	-	6,929.35	12,730.45	5,241.91	17,972.36
Intel Corp	NOTE	3.700	07/29/25	9,763.89	11,562.50	-	128.47	1,927.08	(1,231.79)	695.29
State Street Corporation	NOTE	3.550	08/18/25	26,230.56	-	-	32,147.22	5,916.66	(3,993.26)	1,923.40
FNMA Benchmark Note	NOTE	0.375	08/25/25	4,593.75	-	-	5,687.50	1,093.75	112.90	1,206.65
Burlington Northern Santa Fe LLC	NOTE	3.650	09/01/25	16,729.17	-	-	20,911.46	4,182.29	379.08	4,561.37
John Deere Capital Corp	NOTE	4.050	09/08/25	24,153.75	-	-	30,566.25	6,412.50	46.39	6,458.89
FFCB	NOTE	4.250	09/30/25	75,201.39	-	-	99,993.06	24,791.67	606.26	25,397.93
FNMA Benchmark Note	NOTE	0.500	11/07/25	9,000.00	-	-	14,000.00	5,000.00	3,189.17	8,189.17
Lockheed Martin Corporation	NOTE	3.550	01/15/26	29,203.09	31,666.00	-	2,814.76	5,277.67	(979.50)	4,298.17
FHLB	NOTE	0.700	01/28/26	5,206.25	6,125.00	-	102.08	1,020.83	4,615.53	5,636.36
Treasury Note	NOTE	0.500	02/28/26	16,711.96	-	-	20,923.91	4,211.95	27,765.46	31,977.41
FHLB	NOTE	0.960	03/05/26	12,064.00	-	-	15,184.00	3,120.00	9,572.19	12,692.19
Prudential Financial Inc	NOTE	1.500	03/10/26	9,134.38	-	-	11,603.13	2,468.75	(185.28)	2,283.47
FHLB	NOTE	4.130	03/13/26	118,794.27	-	-	143,716.15	24,921.88	1,651.97	26,573.85
Loews Corporation	NOTE	3.750	04/01/26	14,062.50	-	-	18,750.00	4,687.50	873.02	5,560.52
Sierra Pacific Power	NOTE	2.600	05/01/26	7,041.67	-	-	10,562.50	3,520.83	(841.90)	2,678.93
Bank of America Corp	NOTE	4.830	07/22/26	49,034.28	55,510.50	-	2,775.53	9,251.75	728.81	9,980.56
FHLB	NOTE	1.880	09/11/26	5,729.17	-	-	7,291.67	1,562.50	(864.12)	698.38
Public Service Electric And Gas	NOTE	2.250	09/15/26	8,115.63	-	-	10,412.50	2,296.87	2,122.83	4,419.70
Pepsico Inc	NOTE	2.380	10/06/26	6,168.40	-	-	8,345.49	2,177.09	2,031.55	4,208.64

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Earnings Report**  
**07/01/23-07/31/23**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Morgan Stanley	NOTE	6.140	10/16/26	29,411.25	-	-	41,175.75	11,764.50	(1,273.91)	10,490.59
Treasury Note	NOTE	2.000	11/15/26	25,543.48	-	-	42,391.30	16,847.82	15,173.30	32,021.12
Duke Energy Carolinas	NOTE	2.950	12/01/26	2,458.33	-	-	4,916.67	2,458.34	1,344.76	3,803.10
FHLB	NOTE	2.130	12/11/26	4,486.11	-	-	11,215.28	6,729.17	(1,881.94)	4,847.23
JP Morgan Chase & CO	NOTE	1.040	02/04/27	11,147.50	-	-	13,422.50	2,275.00	6,078.65	8,353.65
Treasury Note	NOTE	0.630	03/31/27	15,710.38	-	-	21,004.10	5,293.72	24,443.73	29,737.45
Chevron Corp	NOTE	2.300	05/11/27	5,541.67	-	-	8,866.67	3,325.00	3,299.45	6,624.45
Treasury Note	NOTE	0.500	06/30/27	135.87	-	-	4,347.83	4,211.96	25,052.17	29,264.13
Unitedhealth Group Inc	NOTE	2.950	10/15/27	12,455.56	-	-	17,372.22	4,916.66	2,527.50	7,444.16
<b>Subtotal</b>				<b>\$ 1,374,098.00</b>	<b>\$ 321,014.00</b>	<b>\$ -</b>	<b>\$ 1,485,105.32</b>	<b>\$ 432,021.32</b>	<b>\$ 82,685.33</b>	<b>\$ 514,706.65</b>
<b>CASH EQUIVALENTS</b>										
Dreyfus Treasury				-	8,683.62	-	-	8,683.62	-	8,683.62
<b>Subtotal</b>				<b>\$ -</b>	<b>\$ 8,683.62</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,683.62</b>	<b>\$ -</b>	<b>\$ 8,683.62</b>
<b>LAIF</b>										
Local Agency Investment Fund				162,568.56	162,568.56	-	54,822.78	54,822.78	-	54,822.78
<b>TOTAL</b>				<b>\$ 1,536,666.56</b>	<b>\$ 492,266.18</b>	<b>\$ -</b>	<b>\$ 1,539,928.10</b>	<b>\$ 495,527.72</b>	<b>\$ 82,685.33</b>	<b>\$ 578,213.05</b>

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 07/31/23**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
07/31/23	Dreyfus Trsy Sec CM Investor	09248U718	0.000	07/31/23	07/31/23	\$ 3,602,673	\$ 3,602,673	100.00	\$ 3,602,673	\$ -	5.42%	0	6.44%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	08/04/23	600,000	533,574	89.24	535,422	1,848	5.80%	4	0.96%
02/24/22	3M Co	88579YBE0	1.710	02/14/24	08/14/23	375,000	375,705	99.91	374,663	(1,042)	6.24%	14	0.67%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	1,400,000	1,464,189	99.70	1,395,814	(68,375)	5.46%	43	2.49%
03/03/22	Truist Financial Corp	89788MAF9	2.280	06/09/25	09/22/23	500,000	497,792	97.49	487,450	(10,342)	7.36%	53	0.87%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	1,875,000	1,959,890	99.59	1,867,238	(92,652)	5.33%	61	3.34%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	10/18/23	525,000	538,418	101.19	531,263	(7,155)	6.03%	79	0.95%
02/19/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	800,000	856,141	99.18	793,472	(62,669)	5.34%	122	1.42%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	01/22/24	495,000	490,179	98.85	489,293	(886)	5.99%	175	0.87%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	550,000	557,000	99.02	544,632	(12,368)	5.74%	176	0.97%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	410,000	441,862	98.92	405,552	(36,310)	5.73%	196	0.72%
04/30/21	Treasury Note	91282CBM2	0.125	02/15/24	02/15/24	1,750,000	1,737,221	97.20	1,700,983	(36,238)	5.44%	199	3.04%
04/26/21	Metlife Inc	59156RBH0	3.600	04/10/24	04/10/24	425,000	460,084	98.50	418,621	(41,463)	5.84%	254	0.75%
09/25/20	Comcast Corporation	20030NCR0	3.700	04/15/24	04/15/24	425,000	465,452	98.64	419,237	(46,215)	5.68%	259	0.75%
03/16/21	Bank Of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	475,000	510,244	98.16	466,255	(43,989)	5.81%	289	0.83%
01/18/22	Target Corporation	87612EBD7	3.500	07/01/24	07/01/24	425,000	446,008	98.21	417,405	(28,603)	5.52%	336	0.75%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	450,000	480,768	97.62	439,281	(41,487)	5.41%	361	0.78%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	390,000	399,138	96.89	377,852	(21,286)	5.42%	381	0.68%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	1,600,000	1,669,813	96.34	1,541,440	(128,373)	5.39%	397	2.75%
05/20/21	United Parcel Service	911312BT2	2.200	09/01/24	09/01/24	374,000	391,124	96.64	361,430	(29,694)	5.43%	398	0.65%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	325,000	345,449	97.10	315,585	(29,864)	5.73%	457	0.56%
09/24/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	350,000	368,382	95.50	334,261	(34,121)	5.50%	503	0.60%
01/06/22	FFCB	3133ENKS8	1.130	01/06/25	01/06/25	460,000	458,965	94.38	434,157	(24,808)	5.25%	525	0.78%
12/10/21	Federal National Mortgage Assoc	3135G0X24	1.630	01/07/25	01/07/25	1,750,000	1,782,200	95.12	1,664,565	(117,635)	5.20%	526	2.97%
05/11/22	Apple Inc	037833DF4	2.750	01/13/25	01/13/25	425,000	422,980	96.84	411,553	(11,427)	5.04%	532	0.74%
02/17/22	US Bank NA/Cincinnati	90331HPL1	2.050	01/21/25	01/21/25	475,000	475,751	94.88	450,661	(25,090)	5.73%	540	0.81%
09/15/22	Merck & Co Inc	58933YAR6	2.750	02/10/25	02/10/25	434,000	421,031	96.50	418,788	(2,243)	5.17%	560	0.75%
01/06/22	FHLMC Reference Note	3137FAEP0	1.500	02/12/25	02/12/25	1,750,000	1,765,705	94.70	1,657,163	(108,542)	5.15%	562	2.96%
03/04/22	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,250,000	1,252,738	94.79	1,184,888	(67,850)	5.26%	575	2.12%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	450,000	474,519	96.31	433,377	(41,142)	5.15%	584	0.77%
11/03/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	435,000	474,791	96.73	420,767	(54,024)	5.28%	593	0.75%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	1,600,000	1,591,125	92.76	1,484,192	(106,933)	5.08%	609	2.65%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	50,000	54,979	96.91	48,457	(6,522)	5.20%	610	0.09%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	1,450,000	1,453,984	92.67	1,343,759	(110,225)	5.04%	623	2.40%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	425,000	418,714	96.09	408,391	(10,323)	5.12%	624	0.73%

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 07/31/23**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	1,225,000	1,190,032	92.71	1,135,661	(54,371)	5.09%	631	2.03%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	425,000	426,632	97.08	412,569	(14,063)	5.13%	652	0.74%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	350,000	380,073	97.29	340,529	(39,544)	5.10%	654	0.61%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	400,000	412,594	97.13	388,520	(24,074)	5.13%	659	0.69%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	475,000	466,704	92.92	441,351	(25,353)	4.90%	667	0.79%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	400,000	397,604	97.43	389,732	(7,872)	4.95%	685	0.70%
09/01/22	Treasury Note	91282CEU1	2.875	06/15/25	06/15/25	1,600,000	1,571,813	96.27	1,540,320	(31,493)	4.98%	685	2.75%
11/17/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	1,750,000	1,710,434	91.55	1,602,073	(108,361)	4.93%	700	2.86%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	1,200,000	1,162,125	96.43	1,157,160	(4,965)	4.94%	715	2.07%
09/25/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	400,000	447,035	97.30	389,212	(57,823)	5.14%	729	0.70%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	475,000	531,317	97.30	462,185	(69,132)	4.95%	749	0.83%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	325,000	322,095	97.28	316,167	(5,928)	5.04%	763	0.56%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	425,000	425,519	97.88	415,973	(9,546)	5.13%	770	0.74%
10/11/22	FFCB	3133ENP95	4.250	09/30/25	09/30/25	1,000,000	995,940	98.59	985,860	(10,080)	4.94%	792	1.76%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	3,155,000	3,140,117	90.77	2,863,636	(276,481)	4.85%	830	5.12%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	415,000	432,814	96.86	401,965	(30,849)	4.92%	899	0.72%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,050,000	949,566	90.10	946,019	(3,547)	4.98%	912	1.69%
12/06/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	1,400,000	1,269,855	90.05	1,260,658	(9,197)	4.63%	943	2.25%
06/20/23	FFCB	3133EPCF0	4.500	03/02/26	03/02/26	2,000,000	2,003,788	99.22	1,984,420	(19,368)	4.82%	945	3.55%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	900,000	817,164	90.06	810,576	(6,588)	5.10%	948	1.45%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	450,000	455,338	91.70	412,637	(42,701)	4.93%	953	0.74%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	1,250,000	1,239,538	98.48	1,230,975	(8,563)	4.75%	956	2.20%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	300,000	294,711	96.74	290,229	(4,482)	5.07%	975	0.52%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	375,000	389,284	93.28	349,793	(39,491)	5.26%	1005	0.63%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	300,000	315,528	92.19	276,566	(38,962)	4.60%	1138	0.49%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	300,000	279,263	92.70	278,108	(1,155)	4.79%	1142	0.50%
03/01/23	Pepsico Inc	713448DN5	2.380	10/06/26	10/06/26	450,000	414,179	93.93	422,698	8,519	4.44%	1163	0.76%
05/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	2,100,000	1,986,468	92.59	1,944,473	(41,995)	4.44%	1203	3.47%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	700,000	720,418	92.48	647,345	(73,073)	4.56%	1229	1.16%
01/31/23	Treasury Note	912828ZE3	0.630	03/01/27	03/01/27	2,250,000	1,984,481	87.48	1,968,389	(16,092)	4.35%	1309	3.52%
05/11/23	Chevron Corp	166764BX7	2.000	05/11/27	05/11/27	475,000	442,085	90.89	431,731	(10,354)	4.65%	1380	0.77%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	1,000,000	875,741	86.38	863,749	(11,992)	4.32%	1430	1.54%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	450,000	416,654	92.97	418,360	1,706	4.82%	1537	0.75%
<b>Subtotal</b>										<b>\$ 55,960,179</b>	<b>\$ 58,845,673</b>	<b>\$ 58,505,497</b>	<b>100.00%</b>
										<b>\$ (2,545,318)</b>	<b>5.12%</b>	<b>620</b>	

Burbank-Glendale-Pasadena Airport Authority - PFC Account												
Statement of Investments												
As of 07/31/23												
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat. Value
PFC Bank Balance							10,952,709					
TOTAL							\$ 69,458,206					

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Purchases - Maturities - Sales**  
**As of 07/31/23**

[illegible]



**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Earnings Report**  
**07/01/23-07/31/23**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
<b>FIXED INCOME</b>										
FNMA	NOTE	0.250	07/10/23	1,425.00	1,500.00	-	-	75.00	-	75.00
Treasury Note	NOTE	0.130	07/31/23	1,042.82	1,250.00	-	-	207.18	-	207.18
FNMA	NOTE	2.875	09/12/23	12,186.81	-	-	15,540.97	3,354.16	(1,469.98)	1,884.18
Treasury Note	NOTE	2.875	09/30/23	13,550.20	-	-	18,116.03	4,565.83	(1,818.51)	2,747.32
Treasury Note	NOTE	2.875	11/30/23	1,948.09	-	-	3,896.17	1,948.08	(1,277.00)	671.08
Citibank NA	NOTE	3.650	01/23/24	8,810.69	10,037.50	-	446.11	1,672.92	(104.45)	1,568.47
IBM Corp	NOTE	3.625	02/12/24	5,738.58	-	-	6,977.12	1,238.54	(980.71)	257.83
Treasury Note	NOTE	0.125	02/15/24	821.82	-	-	1,009.15	187.33	450.62	637.95
3M Co	NOTE	1.710	02/14/24	2,751.81	-	-	4,566.83	1,815.02	(34.10)	1,780.92
Metlife Inc	NOTE	3.600	04/10/24	3,442.50	-	-	4,717.50	1,275.00	(1,031.18)	243.82
Comcast Corporation	NOTE	3.700	04/15/24	3,319.72	-	-	4,630.14	1,310.42	(1,025.64)	284.78
Bank Of New York Mellon Corp	NOTE	3.400	05/15/24	2,063.61	-	-	3,409.44	1,345.83	(988.67)	357.16
Target Corporation	NOTE	3.500	07/01/24	-	-	-	1,239.58	1,239.58	(719.16)	520.42
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	5,618.75	6,525.00	-	181.25	1,087.50	(734.97)	352.53
Honeywell International Inc	NOTE	2.300	08/15/24	3,388.67	-	-	4,136.17	747.50	(194.99)	552.51
Treasury Note	NOTE	1.875	08/31/24	10,027.17	-	-	12,554.35	2,527.18	(1,870.52)	656.66
United Parcel Service	NOTE	2.200	09/01/24	2,742.67	-	-	3,428.33	685.66	(478.18)	207.48
PNC Funding Corp	NOTE	3.300	10/30/24	1,817.29	-	-	2,711.04	893.75	(359.06)	534.69
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	318.89	-	-	916.81	597.92	(377.41)	220.51
FFCB	NOTE	1.130	01/06/25	2,515.63	2,587.50	-	359.38	431.25	28.88	460.13
Federal National Mortgage Assoc	NOTE	1.630	01/07/25	13,744.79	14,218.75	-	1,895.83	2,369.79	(875.00)	1,494.79
Apple Inc	NOTE	2.750	01/13/25	5,454.17	5,843.75	-	584.38	973.96	63.13	1,037.09
US Bank NA/Cincinnati	NOTE	2.050	01/21/25	4,327.78	4,868.75	-	270.49	811.46	(21.46)	790.00
Merck & Co Inc	NOTE	2.750	02/10/25	4,674.54	-	-	5,669.13	994.59	451.89	1,446.48
FHLMC Reference Note	NOTE	1.500	02/12/25	10,135.42	-	-	12,322.92	2,187.50	(423.98)	1,763.52
FFCB	NOTE	1.750	02/25/25	7,656.25	-	-	9,479.17	1,822.92	(76.90)	1,746.02
Exxon Mobil Corp	NOTE	2.709	03/06/25	3,894.19	-	-	4,910.06	1,015.87	(476.78)	539.09
Ace InA Holdings Inc	NOTE	3.150	03/15/25	4,034.63	-	-	5,176.50	1,141.87	(796.61)	345.26
Treasury Note	NOTE	0.050	03/31/25	2,010.93	-	-	2,688.52	677.59	215.45	893.04
General Dynamics Corporation	NOTE	3.250	04/01/25	406.25	-	-	541.67	135.42	(100.50)	34.92
Federal Home Loan Banks	NOTE	0.500	04/14/25	1,550.69	-	-	2,154.86	604.17	(74.30)	529.87
Home Depot Inc	NOTE	2.700	04/15/25	2,422.50	-	-	3,378.75	956.25	178.07	1,134.32
FNMA	NOTE	0.630	04/22/25	1,467.45	-	-	2,105.47	638.02	1,029.98	1,668.00

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Earnings Report**  
**07/01/23-07/31/23**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Rev	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Caterpillar Financial Services	NOTE	3.400	05/13/25	1,926.67	-	-	3,130.83	1,204.16	(46.43)	1,157.73
General Dynamics Corporation	NOTE	3.500	05/15/25	1,565.28	-	-	2,586.11	1,020.83	(635.58)	385.25
Qualcomm Incorporated	NOTE	3.450	05/20/25	1,571.67	-	-	2,721.67	1,150.00	(318.41)	831.59
Pfizer Inc	NOTE	0.800	05/28/25	348.33	-	-	665.00	316.67	204.10	520.77
Truist Financial Corp	NOTE	2.280	06/09/25	1,538.92	-	-	4,032.75	2,493.83	-	2,493.83
Cisco Systems Inc	NOTE	3.500	06/15/25	622.22	-	-	1,788.89	1,166.67	66.68	1,233.35
Treasury Note	NOTE	2.875	06/15/25	2,010.93	-	-	5,907.10	3,896.17	859.21	4,755.38
Treasury Note	NOTE	0.250	06/30/25	11.89	-	-	380.43	368.54	933.67	1,302.21
Treasury Note	NOTE	3.000	07/15/25	16,607.73	18,000.00	-	1,663.04	3,055.31	1,155.63	4,210.94
Intel Corp	NOTE	3.700	07/29/25	6,248.89	7,400.00	-	82.22	1,233.33	(837.37)	395.96
State Street Corporation	NOTE	3.550	08/18/25	6,229.76	-	-	7,634.97	1,405.21	(1,012.80)	392.41
Burlington Northern Santa Fe LLC	NOTE	3.650	09/01/25	3,954.17	-	-	4,942.71	988.54	75.47	1,064.01
John Deere Capital Corp	NOTE	4.050	09/08/25	5,402.81	-	-	6,837.19	1,434.38	(14.46)	1,419.92
FFCB	NOTE	4.250	09/30/25	10,743.06	-	-	14,284.72	3,541.66	114.04	3,655.70
FNMA Benchmark Note	NOTE	0.500	11/07/25	2,366.25	-	-	3,680.83	1,314.58	311.02	1,625.60
Lockheed Martin Corporation	NOTE	3.550	01/15/26	6,793.32	7,366.25	-	654.78	1,227.71	(343.47)	884.24
FHLB	NOTE	0.700	01/28/26	3,123.75	3,675.00	-	61.25	612.50	2,769.32	3,381.82
Treasury Note	NOTE	0.500	02/28/26	2,339.67	-	-	2,929.35	589.68	3,731.37	4,321.05
FFCB	NOTE	4.500	03/02/26	29,750.00	-	-	37,250.00	7,500.00	(117.03)	7,382.97
FHLB	NOTE	0.960	03/05/26	2,784.00	-	-	3,504.00	720.00	2,208.97	2,928.97
Prudential Financial Inc	NOTE	1.500	03/10/26	2,081.25	-	-	2,643.75	562.50	(98.18)	464.32
FHLB	NOTE	4.130	03/13/26	20,481.77	-	-	24,778.65	4,296.88	284.82	4,581.70
Loews Corporation	NOTE	3.750	04/01/26	2,812.50	-	-	3,750.00	937.50	153.75	1,091.25
Sierra Pacific Power	NOTE	2.600	05/01/26	1,625.00	-	-	2,437.50	812.50	(264.67)	547.83
Bank of America Corp	NOTE	4.830	07/22/26	10,553.03	11,946.83	-	597.34	1,991.14	117.99	2,109.13
FHLB	NOTE	1.880	09/11/26	1,718.75	-	-	2,187.50	468.75	(259.24)	209.51
Public Service Electric And Gas	NOTE	2.250	09/15/26	1,987.50	-	-	2,550.00	562.50	519.84	1,082.34
Pepsico Inc	NOTE	2.380	10/06/26	2,523.44	-	-	3,414.06	890.62	831.09	1,721.71
Morgan Stanley	NOTE	6.140	10/16/26	6,713.44	-	-	9,398.81	2,685.37	(312.24)	2,373.13
Treasury Note	NOTE	2.875	11/30/23	5,364.13	-	-	8,902.17	3,538.04	2,738.89	6,276.93
FHLB	NOTE	2.130	12/11/26	826.39	-	-	2,065.97	1,239.58	(346.67)	892.91
JP Morgan Chase & CO	NOTE	1.040	02/04/27	2,548.00	-	-	3,068.00	520.00	1,377.18	1,897.18
Treasury Note	NOTE	0.630	03/01/27	3,534.84	-	-	4,725.92	1,191.08	5,418.73	6,609.81
Chevron Corp	NOTE	2.000	05/11/27	1,316.15	-	-	2,105.83	789.68	688.84	1,478.52

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Earnings Report**  
**07/01/23-07/31/23**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Treasury Note	NOTE	0.500	06/30/27	13.59	-	-	434.78	421.19	2,458.20	2,879.39
Unitedhealth Group Inc	NOTE	2.950	10/15/27	2,802.50	-	-	3,908.75	1,106.25	596.16	1,702.41
	<b>Subtotal</b>			<b>\$ 318,151.91</b>	<b>\$ 95,219.33</b>	<b>\$ -</b>	<b>\$ 321,720.99</b>	<b>\$ 98,788.41</b>	<b>\$ 9,116.38</b>	<b>\$ 107,904.79</b>
<b>CASH EQUIVALENTS</b>										
Dreyfus Trsy Sec CM Investor				-	1,730.34	-	-	1,730.34	-	1,730.34
	<b>Subtotal</b>			<b>\$ -</b>	<b>\$ 1,730.34</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,730.34</b>	<b>\$ -</b>	<b>\$ 1,730.34</b>
	<b>TOTAL</b>			<b>\$ 318,151.91</b>	<b>\$ 96,949.67</b>	<b>\$ -</b>	<b>\$ 321,720.99</b>	<b>\$ 100,518.75</b>	<b>\$ 9,116.38</b>	<b>\$ 109,635.13</b>

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

July 2023									
Monthly Performance					Fiscal YTD Performance (July 2023)				
A	B	C	D	E	F	G	H	I	J
Actual \$ July 2023	Budget July 2023	Actual \$ Prior Year July 2022	Note	Variance Actual Vs. Budget	Fiscal YTD	Fiscal YTD Budget	Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
<b>OPERATING ACTIVITY</b>									
<b>CASH RECEIPTS FROM OPERATIONS</b>									
1	\$424,836	\$436,500	(2)	(\$11,664)	\$424,836	\$436,500	\$476,853	(2)	(\$11,664)
2	2,671,089	2,451,841	(3)	219,248	2,671,089	2,451,841	2,299,165	(3)	219,248
3	1,628,431	1,395,326	(4)	233,105	1,628,431	1,395,326	1,329,769	(4)	233,105
4	1,429,188	1,367,390	(5)	61,798	1,429,188	1,367,390	1,289,968	(5)	61,798
5	314,663	314,000	(6)	663	314,663	314,000	291,511	(6)	663
6	191,351	92,250	(7)	99,101	191,351	92,250	93,553	(7)	99,101
7	630,153	454,167	(8)	175,986	630,153	454,167	619,634	(8)	175,986
8	\$7,289,711	\$6,511,474	(1)	\$778,237	\$7,289,711	\$6,511,474	\$6,400,453	(1)	\$778,237
<b>CASH DISBURSEMENTS FROM OPERATIONS</b>									
9	(\$96,106)	(\$128,763)	(10)	\$32,657	(\$96,106)	(\$128,763)	(\$76,401)	(10)	\$32,657
10	(306,875)	(414,616)	(11)	107,741	(306,875)	(414,616)	(273,423)	(11)	107,741
11	(2,751,997)	(3,079,027)	(12)	327,030	(2,751,997)	(3,079,027)	(2,409,107)	(12)	327,030
12	(2,337,736)	(2,369,200)	(13)	31,464	(2,337,736)	(2,369,200)	(1,851,419)	(13)	31,464
13	(495,505)	(656,175)	(14)	160,670	(495,505)	(656,175)	(663,788)	(14)	160,670
14	(102,373)	(116,428)	(15)	14,055	(102,373)	(116,428)	(39,360)	(15)	14,055
15	(380,625)	(380,625)	(16)	0	(380,625)	(380,625)	(380,375)	(16)	0
16	(786,322)	(794,090)	(16)	7,768	(786,322)	(794,090)	(788,813)	(16)	7,768
17	(\$7,257,539)	(\$7,938,924)	(9)	\$681,385	(\$7,257,539)	(\$7,938,924)	(\$6,482,686)	(9)	\$681,385
18	<b>\$32,172</b>	<b>(\$1,427,450)</b>		<b>\$1,459,622</b>	<b>\$32,172</b>	<b>(\$1,427,450)</b>	<b>(\$82,233)</b>		<b>\$1,459,622</b>
<b>INCREASE (DECREASE) IN CASH FROM OPERATIONS</b>									
<b>FACILITY IMPROVEMENT TRANSACTIONS</b>									
<b>CASH DISBURSEMENTS</b>									
19	\$0	\$0	(17)	\$0	\$0	\$0	\$0	(17)	\$0
20	(303,685)	(194,583)	(18)	(109,102)	(303,685)	(194,583)	(407,869)	(18)	(109,102)
21	(\$303,685)	(\$194,583)		(\$109,102)	(\$303,685)	(\$194,583)	(\$407,869)		(\$109,102)
<b>CASH RECEIPTS FROM FUNDING SOURCES</b>									
22	\$0	\$0	(17)	\$0	\$0	\$0	\$0	(17)	\$0
23	0	0	(19)	\$0	0	0	0	(19)	0
24	0	0	(20)	\$0	0	0	1,206,871	(20)	0
25	0	50,000	(20)	(\$50,000)	0	50,000	0	(20)	(50,000)
26	\$0	\$50,000		(\$50,000)	\$0	\$50,000	\$1,206,871		(\$50,000)
27	<b>(\$303,685)</b>	<b>(\$144,583)</b>		<b>(\$159,102)</b>	<b>(\$303,685)</b>	<b>(\$144,583)</b>	<b>\$799,002</b>		<b>(\$159,102)</b>
<b>INCREASE (DECREASE) - FACILITY / NOISE MITIGATION TRANSACTIONS</b>									
<b>FEDERAL RELIEF GRANT FUNDS</b>									
28	\$0	\$0	(21)	\$0	\$0	\$0	\$0	(21)	\$0
29	\$0	\$0		\$0	\$0	\$0	\$0		\$0
30	<b>(\$271,513)</b>	<b>(\$1,572,033)</b>		<b>\$1,300,520</b>	<b>(\$271,513)</b>	<b>(\$1,572,033)</b>	<b>\$716,769</b>		<b>\$1,300,520</b>
<b>NET INCREASE (DECREASE) IN CASH FROM OPERATIONS</b>									

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY											
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS											
MONTH AND ONE MONTHS ENDED JULY 31, 2023 & 2022											
		July 2023						Fiscal YTD Performance (July 2023)			
		Monthly Performance									
A	B	C	D	E			F	G	H	I	J
Actual \$ July 2023	Budget July 2023	Prior Year July 2022	Note	Variance Actual Vs. Budget			Fiscal YTD	Fiscal YTD Budget	Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
<b>NET INCREASE (DECREASE) IN CASH FROM OPERATIONS</b>											
30	<u>(\$271,513)</u>	<u>(\$1,572,033)</u>	<u>\$716,769</u>	<u>\$1,300,520</u>			<u>(\$271,513)</u>	<u>(\$1,572,033)</u>	<u>\$716,769</u>		<u>\$1,300,520</u>
<b>REPLACEMENT PASSENGER TERMINAL PROJECT</b>											
<b>CASH DISBURSEMENTS</b>											
31	<u>(\$698,860)</u>	<u>(\$4,243,349)</u>	<u>(\$165,223)</u>	<u>\$3,544,489</u>			<u>(\$698,860)</u>	<u>(\$4,243,349)</u>	<u>(\$165,223)</u>	<u>(22)</u>	<u>\$3,544,489</u>
32	<u>(\$970,373)</u>	<u>(\$5,815,382)</u>	<u>\$551,546</u>	<u>\$4,845,009</u>			<u>(\$970,373)</u>	<u>(\$5,815,382)</u>	<u>\$551,546</u>		<u>\$4,845,009</u>

Note 1 - Due to timing of invoices and payments thereof, the cash to budget analysis may not fully reflect current status of the project.

Note 1 - Due to timing of invoices and payments thereof, the cash to budget analysis may not fully reflect current status of the project.

# **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

## **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**

**MONTH AND ONE MONTHS ENDED JULY 31, 2023 & 2022**

### **General Comments**

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

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

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

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

FY 2024 Replacement Passenger Terminal ("RPT") Project expenditures are programmed to be initially funded through the Bipartisan Infrastructure Law grants and commercial paper program ("CP") pending issuance of the construction financing scheduled for late spring of 2024.

The FY 2024 Non-RPT Capital Program expenditures are primarily funded through the following sources:

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

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

A Supplemental Schedule of Cash Receipts and Disbursements reflecting the activities related to the 2012 Bond debt service for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

FY 2024 projected operational activity has been based essentially flat to FY 2023 levels. The Authority's Adopted FY 2024 budget is based on the following quarterly activity assumptions to reflect seasonal fluctuations:

- Q1 (July - September): 1,620,000 (represents 27% of total)
- Q2 (October - December): 1,560,000 (represents 26% of total)
- Q3 (January - March): 1,200,000 (represents 20% of total)
- Q4 (April - June): 1,620,000 (represents 27% of total)

Passengers decreased by 2.57% in July when compared to the same month in FY 2023, and unfavorable to the budget assumption by 1.28%. However, overall financial performance FYTD July remains positive to the budget.

(Continued)

# **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

## **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND ONE MONTHS ENDED JULY 31, 2023 & 2022**

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

Cash receipts from operations exceed the budget in July. On an accrual basis, operating revenues exceed the budget in July by \$274,602. See notes 2 through 8 for additional information regarding operating receipts.

**NOTE (2) – Landing/Fuel Fees**

Landing Fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of \$0.05 a gallon to non-signatory air carriers for fuel loaded at BUR. On an accrual basis, Landing Fees combined with Fuel Flowage Fees are under budget by \$2,478 in July.

**NOTE (3) – Parking Fees**

Parking fee revenues performed slightly above the budget forecast. Accrual basis Parking Fees exceed the budget by \$11,915 in July.

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

Terminal Building rental/concession receipts exceed the budget in July partially due to the timing of receipts. Accrual basis Terminal Building rents/concessions exceed the budget by \$51,397 in July.

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

Other Buildings rental receipts exceed the budget in July partially due to the timing of receipts. Accrual basis Other Building rents are \$34,413 above budget expectations in July due to CPI adjustments.

**NOTE (6) – Ground Transportation**

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation receipts are under budget by \$18,528 in July.

**NOTE (7) – Other Receipts**

FYTD July Other Receipts consist primarily of ground handling and airfield access fees. Accrual basis Other Receipts are \$12,437 ahead of budget in July.

**NOTE (8) – Investment Receipts - Treasurer**

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes, the timing of coupon payments and individual investment maturities. Accrual basis investment income exceeds the budget by \$185,446 in July.

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

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

**NOTE (10) – Administrative Supplies & Costs**

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

(Continued)

# **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

## **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**

**MONTH AND ONE MONTHS ENDED JULY 31, 2023 & 2022**

**NOTE (11) – Operating Supplies & Maintenance**

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

**NOTE (12) – Contractual Operating Costs**

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

**NOTE (13) – Contractual Professional Services**

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

**NOTE (14) – Wages and Benefits**

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

**NOTE (15) – Other Operating Costs**

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

**NOTE (16) – Parking Tax**

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. July remittance, in the amount of \$786,322, covers parking activity for the months of April, May and June 2023.

**NOTE (17) – Noise Mitigation Program**

FAA Grants are budgeted to partially fund the multi-year Part 150 Update project. A RFP for the Part 150 Update was issued in 3rd Quarter of FY 2023 and a contract is scheduled for award in third quarter of FY 2024.

**NOTE (18) – Other Facility Improvement Program Projects**

Other Facility Improvement Program Project costs on a cash basis exceed the budget in July primarily due to payments of FY 2023 costs for the completion of the Airfield Lighting Vault replacement and the development of Parking Lot F.

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

FAA Grants are budgeted to partially fund a new ARFF vehicle.

**NOTE (20) – Passenger Facility Charge Receipts/Reserves**

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the completion of the Runway 8 PAPI relocation, Runway and Taxiway Shoulder Rehabilitation, a new ARFF vehicle, and the Part 150 Update project.

(Continued)



# **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

## **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**

**MONTH AND ONE MONTHS ENDED JULY 31, 2023 & 2022**

**NOTE (21) – Federal Relief Grant Funds**

All available non-concessionaire awarded federal relief funds were utilized towards FY 2023 bond debt service and personnel costs. The remaining concessionaire relief funds (\$2,560,425) apply only as direct payments to qualifying concessionaires and will be utilized once approved by the FAA.

**NOTE (22) – Replacement Passenger Terminal Project**

The Authority programmed appropriations in the amount of \$158,579,049 for development of the multi-year RPT program. RPT costs on a cash basis are under budget in July by \$3,544,489 primarily due to the timing of payments. The majority of cash expenditures for July are related to Jacobs Project Management services (\$342,862).

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

					July 2023				
Monthly Performance					Fiscal YTD Performance (July 2023)				
A	B	C	D	E	F	G	H	I	J
Actual \$ July 2023	Budget July 2023	Actual \$ Prior Year July 2022	Note	Variance Actual Vs. Budget	Actual \$ Fiscal YTD	Fiscal YTD Budget	Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
35	\$383,211	\$383,333	\$437,240 (1)	(\$122)	Customer Facility Charge Receipts	\$383,333	\$437,240 (1)		(\$122)
36	0	0	0 (2)	0	Federal Relief Grant Funds - 2012 Bond Debt Service	0	0 (2)		0
37	91,477	102,703	86,364 (3)	(11,226)	Facility Rent	102,703	86,364 (3)		(11,226)
38	(486,036)	(486,036)	(486,324)	0	Payments to Bond Trustee for 2012 Bond Debt Service	(486,036)	(486,324)		0
39	(\$11,348)	\$0	\$37,280 (4)	(\$11,348)		\$0	\$37,280 (4)		(\$11,348)

**General Comments**

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

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

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

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

**Note (2) – Federal Relief Grant Funds**

The Authority has fully utilized all available federal relief grant funds and no further drawdowns will be applied to FY 2024 debt service.

**Note (3) – Facility Rent**

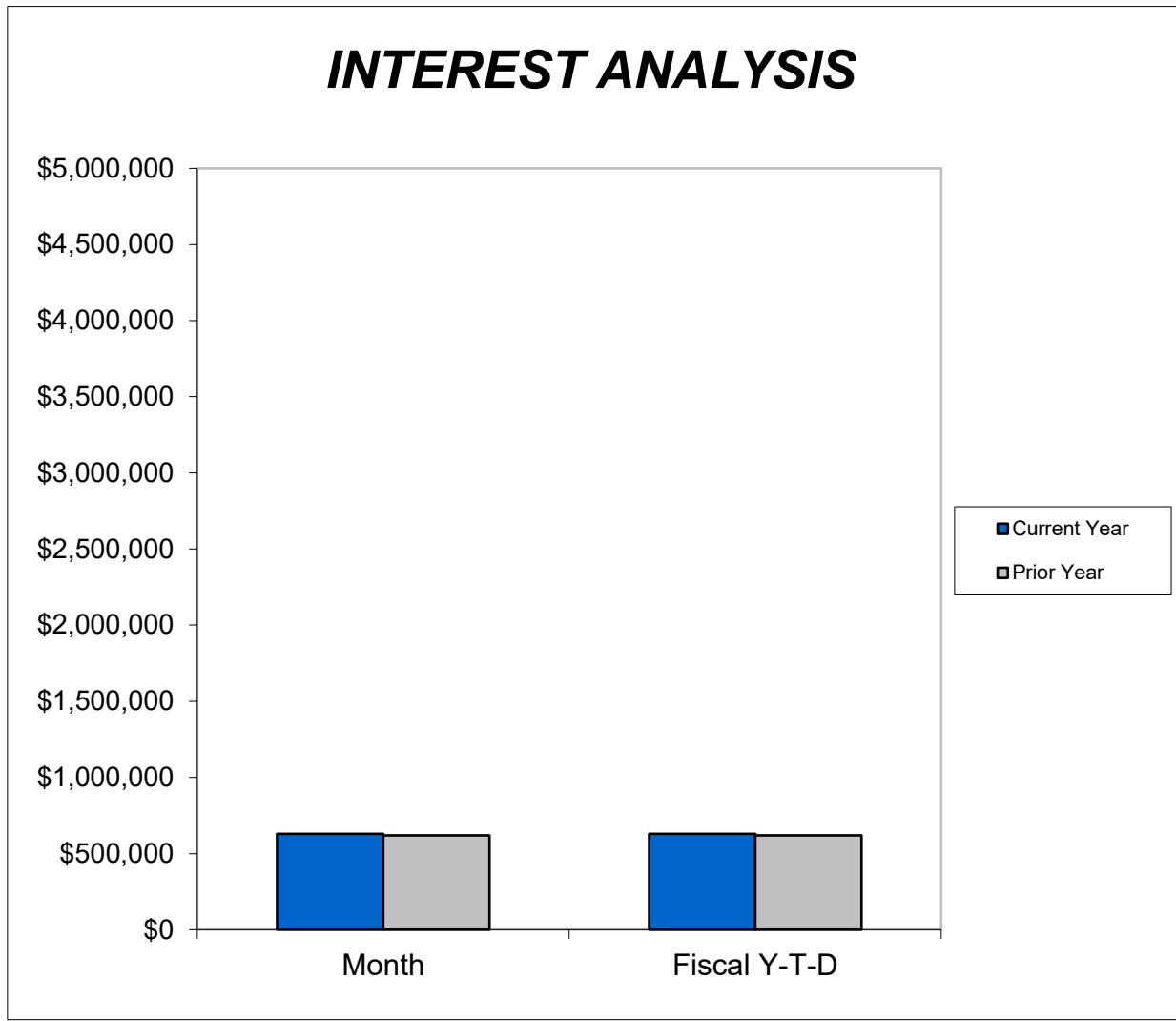
Facility Rent receipts may be applied to the 2012 Bond debt service or other allowable uses.

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

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

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

## ***Burbank-Glendale-Pasadena Airport Authority***



	July 2023	July 2022
Interest Receipts - - Month	\$630,153	\$619,634
Interest Receipts - - Fiscal Y-T-D	\$630,153	\$619,634
Month End Portfolio Balance	\$279,329,680	\$267,670,384
Yield to Maturity	4.78%	2.81%

## **Supplement to the July 2023 Treasurer's Report**

### **FYTD July 2023 Cash Expenditures**

#### **Replacement Passenger Terminal Project (RPT)**

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY Replacement Passenger Terminal Project (RPT) FY 2024 Cash Expenditures: Authorized Contracts						
Consultant/Vendor	Scope of Work	Prior Fiscal Years' Cash Expenditures	Current Authorized Amounts (1)	July 2023 Cash Expenditures	FYTD 2024 (July) Cash Expenditures	Remaining Contract Amount
						Project-to-date Total Cash Expenditures
AECOM (1a)	Program Management Services	\$ 4,172,454	N/A	-	-	\$ 4,172,454
Jacobs Project Management Company (1a)	Program Management Services	4,154,588	13,321,911	342,862	342,862	8,824,461
Airport & Aviation Professionals Inc. (AvAirPros) (1b)	Airline Technical & Financial Coordination Services	216,599	350,000	20,499	20,499	329,501
Conway Consulting (1b)	Technical Support	211,327	150,000	48,153	48,153	101,847
Georgino Development (1b)	Strategic Planning Services	85,500	57,600	4,500	4,500	53,100
Public Resources Advisory Group (PRAG) (1b)	Financial Advisory Services	245,608	275,000	19,582	19,582	255,418
Ricondo & Associates (1b)	Financial Feasibility Services	351,440	356,000	63,581	63,581	292,419
Geosyntec Consultants (1c)	Soil Management Services	8,586	N/A	-	-	N/A
Holder, Pankow, TEC JV (1d)	Design Builder	14,288,816	55,000,000	-	-	40,711,184
Fitch Ratings (2)	Rating Agency	-	N/A	35,000	35,000	N/A
Orrick, Herrington & Sutcliffe (2)	Bond Counsel	467,197	N/A	113,032	113,032	N/A
Sumitomo Mitsui (2)	CP Program / LOC Bank	-	N/A	1,567	1,567	N/A
Chapman (2)	Legal Services	70,000	N/A	-	-	N/A
McDermott (2)	Legal Services	-	N/A	5,000	5,000	N/A
Richards, Watson & Gershon (2)	Legal Services	237,956	N/A	6,890	6,890	N/A
Ring Bender (2)	Legal Services	4,793	N/A	-	-	N/A
THU Legal Consulting (2)	Consulting Services	37,440	150,000	19,960	19,960	130,040
Thriving Restaurants (2)	Consulting Services	5,000	N/A	-	-	N/A
RS&H (3)	Environmental Impact Study (EIS) Services	339,782	AIP / PFC Funded	18,234	18,234	N/A
XI-3 Corporation (4)	Consulting Services	91,770	96,000	-	-	4,230
City of Burbank (5)	Burbank Water & Power Aid-in-Construction Deposit	569,000	N/A	-	-	N/A
Meetings	Various Expenses	30,026	N/A	-	-	N/A
Licenses & Fees	Various Expenses	4,276	N/A	-	-	N/A
<b>TOTALS</b>		<b>\$ 25,592,158</b>	<b>\$ 69,756,511</b>	<b>\$ 698,860</b>	<b>\$ 698,860</b>	<b>\$ 50,702,200</b>
						<b>\$ 26,291,018</b>

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**Notes to Replacement Passenger Terminal Project schedule**  
**Project Costs as of July 2023**

- (1) Current authorized NTE Contract amounts represent Commission approved appropriations. The FY 2024 adopted budget includes appropriations of \$158,579,049 for the RPT project.
- (1a) The Jacobs' authorized amount represents the following  
Commission approved Task Orders against the Professional Services agreement to date:  
Task Order 1 (Development of the Program Operations Manual) - \$1,419,896  
Task Order 2 (Procurement of Progressive Design Builder) - \$1,463,250  
Task Order 3 (Phase 2 Design and Pre-Construction Support Services) - \$10,438,765
- (1b) These Professional Services contracts for technical, financial, and strategic airport services were presented and approved on August 28, 2023 to be effective July 1, 2023. These are multi-year support services contracts.
- (1c) This Professional Services contract for geotechnical support was approved on September 1, 2022 to be effective August 1, 2022 through June 30, 2023.
- (1d) In December 2022, the Commission approved \$55,000,000 for Phase 1 design services of the RPT project to develop the 60% design level and Guaranteed Maximum Price. Phase 1 services are anticipated to be completed by April 2024. Appropriations are included in the FY 2024 budget to support this item.
- (2) Legal services and professional services to be utilized on an as needed basis.
- (3) RS&H expenditures are for the Environmental Impact Study and associated supplemental work as required by the FAA.
- (4) XI-3 Corporation: RFP coordination and technical support services for the selection of the progressive design-builder.  
Commission approved professional services agreement in July 2022 (NTE \$50,000) which was increased by an amendment in October 2022 to NTE \$96,000.
- (5) BWP study for power requirements for RPT and ancillary facilities.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
DECEMBER 18, 2023**

**AMENDMENT TO AIRPORT USE AGREEMENT AND  
REPLACEMENT AIRPORT USE AGREEMENT**

Prepared by John T. Hatanaka  
Senior Deputy Executive Director

**SUMMARY**

At its meeting on December 6, 2023, the Executive Committee (“Committee”) voted unanimously (3-0) to recommend that the Commission do the following:

1. Approve the proposed form of an Amendment to Airport Use Agreement (“AUA Amendment”);
2. Approve the proposed form of a replacement Airport Use Agreement (“Replacement AUA”); and
3. Authorize the Executive Director to execute the AUA Amendment and the Replacement AUA with participating airlines subject to any clerical revisions deemed necessary or appropriate by Authority General Counsel.

Highlights of some of the key provisions of the AUA Amendment and the Replacement AUA are in Appendix A. Pursuant to the Committee’s instruction, a comparison chart describing some essential differences between the Replacement AUA and the existing Airport Use Agreement (“AUA”) is in Appendix B. The proposed forms of AUA Amendment and Replacement AUA are in Appendices C and D, respectively.

**BACKGROUND**

Each airline that operates at the Airport executes an AUA or an Airport Use and Facilities Operating Permit (“Operating Permit”) with the Authority. The AUA or Operating Permit, as applicable, documents the financial and operational arrangement between the airline and the Authority. An AUA is a long-term agreement. In contrast, an Operating Permit has a month-to-month term. An airline that executes an AUA is referred to as a “Signatory Airline.” An airline that executes an Operating Permit is referred to as a “Non-Signatory Airline.”

Airlines pay the Authority rents and fees according to the terms of their AUAs or Operating Permits. While a Non-Signatory Airline has the flexibility to terminate its Operating Permit on short notice (generally 30-days) without penalty, the rents and fees under an Operating Permit are higher than those under an AUA.

The AUAs for all Signatory Airlines are substantially identical. Currently, there are eight Signatory Airlines: Alaska, American, Avelo, Delta, JetBlue, Southwest, Spirit and United. Pursuant to amendments executed in 2022, all AUAs have an expiration date of June 30, 2025.

**PROPOSED AUA AMENDMENT AND REPLACEMENT AUA**

The Replacement Passenger Terminal (“RPT”) Project is underway and will advance from the design stage to construction next year. It is anticipated that construction will start during Spring

2024. The goal is to have the RPT begin operations on October 1, 2026. The existing passenger terminal will be demolished within one year of the RPT opening.

Being presented to the Commission are: (i) a proposed form of the AUA Amendment and (ii) a proposed form of the Replacement AUA. Current Signatory Airlines that seek to execute the Replacement AUA will be required to also execute the AUA Amendment. While the Replacement AUA will become binding upon execution by the airline and the Authority, its provisions will govern the airline's operations at the Airport starting on the date of beneficial occupancy ("DBO") of the RPT. DBO is defined as the date that the airline begins revenue-generating operations at the RPT. Upon executing the AUA Amendment, the existing AUA will remain in effect for the airline until DBO of the RPT.

The Authority is working to procure financing for the primary portion of the RPT project (also referred to as Phase 1), which is estimated to cost approximately \$1.25 billion. This portion consists of: (i) work on the northeast quadrant of the airport (including construction of the RPT, roadways, parking facilities, apron, and service and support facilities); and (ii) the demolition of the existing passenger terminal and parking structure in the southeast quadrant of the Airport. The Authority plans to sell bonds to fund most of this cost. To proceed in a timely manner, the Authority is targeting to issue the bonds during the second quarter of 2024.

To market the bonds, the Authority will request ratings from bond rating agencies. Each rating agency will assign a rating based on its evaluation of the Authority's long-term financial and operational outlook. The ratings will impact potential investors' willingness to buy the bonds and the pricing of the bonds. The Authority's municipal advisor and underwriter have advised that having one or more executed Replacement AUAs will be critical for the rating agencies' review and the bonds' marketability. It is anticipated that the number of Replacement AUAs in place will impact the favorability of the bond ratings and the bond pricing.

The rent and fees payable by a Signatory Airline to the Authority will be determined pursuant to the formulas set forth in the Replacement AUA. The Authority will calculate the rents and fees each fiscal year as part of the annual budgeting process. The key component of such calculation will be the coverage for the Authority's administrative and operational cost for the various Airport facilities, including the amount needed for bond principal and interest payments. Thus, it will also be to the Signatory Airlines' benefit to execute the Replacement AUA to help lower the long-term cost associated with the bonds.

#### AUA AMENDMENT AND REPLACEMENT AUA CHANGES

As reported to the Committee on December 6, negotiations with the Signatory Airlines have been on-going. Since the Committee's meeting, changes have been made to the proposed AUA Amendment to clarify the scope of the Majority-In-Interest approval requirement. Specifically, once the Commission has accepted the Guaranteed Maximum Price ("GMP") for the RPT Project pursuant to the Design-Build Agreement, a Majority-In-Interest approval will be required for any scope modification (other than a legally required modification) that would necessitate a change order to amend the GMP amount. "Majority-In-Interest" is defined as a numerical majority of Signatory Airlines, which numerical majority has landed more than 75% of the Total Landed Weight at the Airport during the immediately preceding Fiscal Year (as such terms are defined in the existing AUA). Changes have also been made to the proposed Replacement AUA for clarification purposes, but the changes do not affect the key business elements of the agreement.



## RECOMMENDATION

At its meeting of December 6, 2023, the Committee voted (3-0) to recommend that the Commission: (1) approve the proposed form of AUA Amendment, (2) approve the proposed form of Replacement AUA and (3) authorize the Executive Director to execute such documents with the participating airlines subject to any clerical revisions deemed necessary or appropriate by Authority General Counsel.

### Attachments:

1. Appendix A – AUA Amendment and Replacement AUA Highlights
2. Appendix B – AUA Comparison Chart (shows essential differences between existing AUA and Replacement AUA)
3. Appendix C – Proposed form of AUA Amendment
4. Appendix D – Proposed form of Replacement AUA

## **APPENDIX A**

### **AUA Amendment and Replacement AUA Highlights**

*Certain key provisions of the proposed form of AUA Amendment and proposed form of Replacement AUA are highlighted below. This summary is not meant to be comprehensive or definitive. No airline or any other third party shall use this summary to infer the Authority's intent when interpreting the documents or the existing AUA. Capitalized terms used, but not defined, have the meanings ascribed to them in the proposed Replacement AUA.*

#### **AUA Amendment**

- Becomes effective only if Airline executes the Replacement AUA
- Extends the term of the existing AUA to Airline's date of beneficial occupancy ("DBO") of the RPT
- After the Authority's acceptance of the GMP pursuant to the Design-Build Agreement, a Majority-In-Interest approval will be required for any RPT Program scope modification (other than a legally required modification) that would necessitate a change order to amend the GMP
- Clarifies that, in the interim, the Authority will continue to calculate rent and fees pursuant to the existing AUA, unless adjustments are necessary to: (i) meet requirements relating to bonds, (ii) pay costs incurred for the RPT that cannot be capitalized, or (iii) adjust for any significant Airport activity disruption resulting in revenue decrease

#### **Replacement AUA**

- Effective Date, Commencement Date and Term:
  - Becomes effective only if Airline executes the AUA Amendment
  - Expires on June 30, 2035, but may be extended by mutual agreement to June 30, 2040
  - Governs Airline's operation at the Airport commencing on DBO of the RPT
  - May be terminated by the Authority upon a Default Event by Airline
  - May be terminated by Airline (if Airline is not then in default), upon specified extraordinary circumstances, such as Airline's inability to operate at the Airport due to a government agency's prohibition
    - Airline must make termination payments if it terminates early

- Defines Signatory Airlines as airlines that have executed an AUA and lease Exclusive Use Space in the RPT
- Establishes the lease of Exclusive Use Space to Airline and the grant of a use license for Common Use Space
- Requires Airline to comply with AIP requirements, Noise Abatement Rules, Airport Rules and Regulations, and applicable laws
- Requires the Authority to furnish a report to Signatory Airlines if the Authority proposes to undertake a new Capital Improvement
- Precludes the Authority from including the Cost of a new Capital Improvement in the Rental and Landing Fees payable by Airline if a Majority-In-Interest of the Signatory Airlines withholds approval, subject to following exceptions:
  - No approval is required if the Cost of the Capital Improvement does not exceed \$1 million
    - The total Cost to be borne by the Authority of Capital Improvements not approved by the Signatory Airlines shall not exceed \$2 million in any Fiscal Year
  - No approval is required for other specified cases, such as a Capital Improvement to comply with governmental requirements or to maintain functional capacity of the Airport at a level required by public health, safety or welfare
- Provides that the Authority shall set aside \$3 million annually (subject to a 3% increase each Fiscal Year) in general purposes account deposits to allow for routine capital expenditures and other expenditures deemed necessary by the Executive Director
- Requires Airline to pay Rental, Common Use Fee and Landing Fee
  - Rental for lease of Exclusive Space
    - Rental will be payable monthly
      - Calculated based on the square feet of Exclusive Space leased to Airline at the RPT and the Replacement Passenger Terminal Requirement for the Fiscal Year
      - Replacement Passenger Terminal Requirement will be based on multiple factors including: the Authority's cost that Fiscal Year for the RPT (including maintenance, operating, capital outlay, etc.); bond-related payments allocable to the RPT; expenses of

services to be provided by cities of Burbank, Glendale and Pasadena to the RPT (if any); the cost for the Parking and Roadway Cost Center; and deficit from actual RPT operations during the preceding Fiscal Year, but net of Non-Airline Revenue from the RPT for the Fiscal Year

- Common Use Fee for license to use Common Space
  - Common Use Fee will be payable monthly
  - Common Use Fee will be calculated based on the square feet of Common Use Space and the Replacement Passenger Terminal Requirement, and allocated among Signatory Airlines according to the Common Use Formula using passenger enplanement statistics
- Landing Fee for use of Airport facilities other than Exclusive Space and Common Space
  - Landing Fee will be payable monthly
  - Landing Fee will equal Airline's Total Landed Weight for that month multiplied by the Landing Fee Rate
  - Landing Fee Rate for each Fiscal Year will be based for the Airfield Area Requirement
    - Airfield Area Requirement will be based on multiple factors including: the Authority's cost that Fiscal Year for the Airfield Cost Center (including maintenance, operating, capital outlay, etc.); bond-related payments allocable to the Airfield Cost Center; expenses of services to be provided by cities of Burbank, Glendale and Pasadena to the Airfield Cost Center (if any); and deficiency in any Special Fund of the Authority (including for the accumulation of cash equal to 540 days of the Airport Daily Operating Requirement), but net of Non-Airline Revenue from the Airfield Cost Center and net revenue from the Other Buildings and Area Cost Center for the Fiscal Year
  - Landing Fee may be adjusted each Fiscal Year to fund a cash reserve equal to 540 days (approximately 18 months) of Airport Daily Operating Requirement, to protect against unanticipated periods of revenue interruption (such as the one caused by the recent pandemic)
- Requires Airline security deposit equal to three times the estimated monthly Rental and Landing Fees due during the first full Fiscal Year after commencement

- Prohibits the Authority from entering into any agreement which would grant a Non-Signatory Airline more favorable terms than those given to the Signatory Airlines under the Replacement AUA
  - This covenant does not extend to Exclusive Use Space, or any agreement currently in effect or any agreement with a carrier operating only aircraft of less than 30,000 pounds gross weight
  - Requires rent and landing fees for Non-Signatory Airlines to be greater of: (i) 135% of the rates payable by the Signatory Airlines; or (ii) \$1.56 per 1,000 pounds of Maximum Gross Landing Weight
- Requires Airline to maintain specified insurance coverage, such as workers' compensation insurance, comprehensive liability insurance, FAA insurance, property insurance, business interruption insurance
- Clarifies that the Replacement AUA is subject (and subordinate) to Authority agreements with the United States government, Authority bond indentures, liens, mortgages, encumbrances and other security interests that affect the Airport

## APPENDIX B

### AUA Comparison Chart

*The chart below is not meant to be comprehensive or definitive. No airline or any other third party shall use this chart to infer the Authority's intent when interpreting the Replacement AUA or the existing AUA. Capitalized terms used, but not defined, have the meanings ascribed to them in the proposed Replacement AUA.*

	Existing AUA (before proposed AUA Amendment)	Replacement AUA
Term:	The existing AUA governs current airline operation, rent and fees, and expires on June 30, 2025.	The Replacement AUA will govern airline operation, rent and fees beginning on DBO of RPT. It will expire on June 30, 2035, but, by mutual agreement, the expiration date may be extended to June 30, 2040.
Rent and Common Use Fee* Calculation  (*called "Joint Use Fee" in existing AUA)	<p>Authority calculates monthly rent and joint use fee based on certain set rates (per square foot).</p> <p>At the Authority's option, in connection with each Annual Budget, the rates may be based on sufficiency to cover costs allocable to the Terminal Cost Center. (The Authority has maintained the same rates, unadjusted, for a number of years.)</p> <p>Rates differ depending on the type of space use (e.g., office space, ticket counter space, ramp storage space).</p>	<p>Each fiscal year, the Authority will calculate the per-square-foot rate, to sufficiently cover the Replacement Passenger Terminal Requirement.</p> <p>There will be a single per-square-foot rate for the RPT, regardless of the type of use for the space.</p> <p>Therefore, unlike the existing AUA, the rates may change each year. Expenditure increases will be passed onto the airlines. The Replacement AUA follows a "full residual model" of rating setting (in contrast to the "hybrid residual model" under the existing AUA, which allows for a percentage of net revenues to be retained in the Facility Development Fund).</p>
More Favorable Terms for Signatory Airlines	The Authority covenants to not enter into contracts with Non-Signatory Airlines that would have terms that are more favorable than those given to the Signatory Airlines.	The Replacement AUA additionally provides that the rent and landing fees for Non-Signatory Airlines will be at least 135% of the rates payable by the Signatory Airlines. The landing fees payable by a Non-Signatory

		Airline will not be less than \$1.56 per 1,000 pounds of Maximum Gross Landing Weight (i.e., the current Non-Signatory Airline rate).
Set-aside	--	Beginning the first full Fiscal Year after DBO, the Authority will set aside \$3 million in annual general purposes account deposits to allow for routine capital expenditures and other expenditures deemed necessary by the Executive Director. This set aside will be increased by 3% each Fiscal Year and replenished annually, if utilized.
Maintenance of cash to allow continuation of Airport operation for 540 days	--	The Authority will accumulate and maintain cash equal to 540 days (approximately 18 months) of the Airport Daily Operating Requirement (the dollar amount necessary for the Authority to maintain operation of the Airport for one full day, assuming no revenue).
Signatory Airline Consortium	Airline executes an Equipment Maintenance Agreement with a contractor for maintenance of designated equipment including CUPPS hardware.	Upon the Authority's approval, Signatory Airlines will establish a consortium to operate and maintain designated equipment, baggage makeup areas, the portion of the inline explosive detection system not maintained by TSA, the Common Use Passenger Processing System (CUPPS), Common Use Self-Service System (CUSS), the electrical charging system for ground equipment that serves the RPT, baggage scales and multi-use flight display information and paging system (MUFIDS).

**APPENDIX C**  
**Proposed Form of AUA Amendment**

**[see attached]**



**APPENDIX D**  
**Proposed Form of Replacement AUA**

**[see attached]**

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
DECEMBER 18, 2023**

**APPROVAL OF TASK ORDER 3  
REPLACEMENT PASSENGER TERMINAL PROJECT**

Prepared by Patrick Lammerding  
Deputy Executive Director, Planning and Development

**SUMMARY**

At its meeting on December 6, 2023, the Executive Committee (“Committee”) voted unanimously (3–0) to recommend that the Commission approve issuance of a proposed Task Order 3 to Holder, Pankow, TEC, A Joint Venture (“HPTJV”), copy attached, in the amount of \$19,280,948 to fund the following items related to the construction of the Replacement Passenger Terminal (“RPT”) Project.

Component Guaranteed Maximum Price (“CGMP”):

1. CGMP - 03: For Phase 2 General Conditions: HPTJV initial personnel cost for the period beginning first quarter of 2024 through December 31, 2024.

**BACKGROUND**

On December 19, 2022, the Commission awarded 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. The design-build agreement includes provisions allowing for the submission of CGMP proposals for incremental elements of the work prior to execution of the final Guaranteed Maximum Price (“GMP”) proposal. Submittal requirements and preparation guidelines for CGMP proposals are addressed in PR-04 of Exhibit H of the design-build agreement.

**PROPOSED TASK ORDER**

Construction General Conditions (“GC”) costs are defined as costs for labor, materials, supplies, and other incidentals required to manage and oversee construction work. This Task Order request is for authorization of a portion of the GC costs to manage the work performed under CGMP-02 Civil Site Work beginning in January 2024, as well as additional work packages anticipated to be brought to the Commission during the first and second quarters of calendar year 2024. The attached documentation outlines the identified personnel, the utilization of the personnel and a summary of the cost breakdown.

The current procurement plan assumes that the GMP proposal will be submitted to the Authority for consideration in the latter part of the third quarter of FY 2024. Remaining GC costs to support the balance of the project will be included in the GMP proposal.

## FUNDING

The adopted FY 2023-2024 budget includes appropriations in the amount of \$123,483,956 for the RPT Project early works and pre-construction packages. These costs are programmed to be initially funded through the Bipartisan Infrastructure Law grants and commercial paper program pending issuance of the construction financing scheduled for the late spring of 2024.

## RECOMMENDATION

At its meeting on December 6, 2023, the Committee voted unanimously (3–0) to recommend that the Commission approve issuance of proposed Task Order No. 3 in the amount \$19,280,948 to HPTJV and authorize the Executive Director to execute same.

Attachments:

1. Task Order Request
2. Project description and Additional Documents; CGMP - 03

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
DECEMBER 18, 2023**

**MODIFICATION OF TRAVEL AUTHORIZATIONS  
FOR ATTENDANCE AT:  
ROUTES AMERICAS 2024 AIR SERVICE DEVELOPMENT FORUM; AND  
PASSENGER TERMINAL EXPO AND CONFERENCE**

Prepared by John Hatanaka  
Senior Deputy Executive Director

**SUMMARY**

Staff seeks Commission approval of the following modifications of travel authorizations for attendance at the following forums:

1. The Routes Americas 2024 air service development forum being held in Bogota, Colombia from March 19-21, 2024: Thomas Henderson, Director, Operations, will replace Scott Kimball, Deputy Executive Director; no change to the other two previously approved Authority attendees (Frank R. Miller, 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: Scott Kimball, Deputy Executive Director, will join the two previously approved Authority attendees (Felicia Williams, President, and Frank R. Miller, Executive Director).

**BACKGROUND**

On October 16, 2023, the Commission approved travel authorizations at an estimated total cost of \$20,000 for certain Authority personnel to attend the Routes Americas 2024 forum in Bogota, Columbia, the Passenger Terminal Expo and Conference in Frankfurt, Germany, and the Airports Council International Joint Board Meeting in Istanbul, Turkey. As to Routes Americas, that approval authorized attendance by Executive Director Miller, Deputy Executive Director Kimball, and Director Sugars. As to the Passenger Terminal Expo and Conference, that approval authorized attendance by President Williams and Executive Director Miller.

**PROPOSED MODIFICATIONS**

Deputy Executive Director Kimball is no longer able to attend the Routes America forum. It is proposed that Director Henderson take his place. It is also proposed that Deputy Executive Director Kimball join the previously approved Authority attendees at the Passenger Terminal Expo and Conference.

**FISCAL IMPACT**

The substitution of Director Henderson for Deputy Executive Director Kimball will not impact the cost associated with attendance at the Routes Americas forum. The addition of Deputy

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STAFF REPORT\COMMISSION\[DATE]

MODIFICATION OF TRAVEL AUTHORIZATIONS

FOR ATTENDANCE AT ROUTES AMERICAS 2024 AIR SERVICE DEVELOPMENT FORUM; AND

PASSENGER TERMINAL EXPO AND CONFERENCE

Executive Director Kimball to the Passenger Terminal Expo and Conference attendees will increase the estimated cost (including registration, air fare, and hotel fees) by \$3,000.

RECOMMENDATION

Staff recommends that the Commission approve the proposed modifications to travel authorizations.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
DECEMBER 18, 2023**

**SERVICE AGREEMENT  
WITH  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
ON BEHALF OF THE UCLA CENTER FOR PREHOSPITAL CARE  
FOR  
EMT CONTINUING EDUCATION AND QUALITY IMPROVEMENT CARE**

Prepared by Chief Tom Lenahan  
Airport Fire Chief

**SUMMARY**

Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of a Service Agreement (“Agreement”), copy attached, with The Regents of the University of California, on behalf of the UCLA Center for Prehospital Care (“UCLA”) for emergency medical technician (“EMT”) continuing education and quality improvement care. The Agreement is for a one-year term at a cost of \$26,944.47 effective January 1, 2024.

Previously the Commission approved a contract with UCLA for these services for a three-year period from October 1, 2018 through September 30, 2021. That contract was extended to September 30, 2023, pursuant to an amendment approved by the Commission on September 20, 2021.

**DESCRIPTION**

UCLA is the leading emergency and prehospital academic center on the West Coast. Founded in 1988, UCLA designs, develops, and offers medical education and quality improvement programs to meet the needs of the prehospital community and conducts research to advance the EMS industry. For over 30 years, UCLA has delivered state-of-the-art education to law enforcement, firefighters, EMTs, paramedics, registered nurses, medical students, medical residents, and physicians.

**DETAILS**

The program will continue to use the foundation of the previous contract where educators work within the chain of command structure in the Airport Fire Department (“AFD”) and deliver continuing education, perform quality improvement, and support AFD in delivering the highest level of patient care for their community.

The program is based on a collaborative process where the EMS Educator meets with the EMS Coordinator/Captain to discuss short and long-term department plans, performance on quality indicators, and educational strategies. The EMS Educator establishes himself/herself as a resource immersed in the culture of the AFD to earn the trust and support of

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STAFF REPORT\COMMISSION\12-18-2023  
SERVICE AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
ON BEHALF OF THE UCLA CENTER FOR PREHOSPITAL CARE FOR  
EMT CONTINUING EDUCATION AND QUALITY IMPROVEMENT CARE

department personnel. This provides the platform for the EMS Educator to provide informal education, formal continuing education sessions, field ride-along observation and the tracking of quality indicators. These activities are summarized in quality improvement meetings with the AFD's leadership and participating department members. The EMS Educator supports the department's mission in delivering high quality prehospital care services by collaborating with key members of the AFD's leadership team (EMS Captain, Fire Chief and Assistant Chief) and serving as a resource to deliver and manage the continuing education and quality improvement program for the department. Under the proposed Agreement, the EMS Educator will continue to be scheduled for three eight hour shifts three days every other month at the Airport and there will be an additional offsite meeting, preparation time and mentoring time. The proposed Agreement is for a term of one year at a cost not to exceed \$26,944.47 effective from January 1, 2024. If approved, during the one-year term of the proposed Agreement, staff will be seeking competitive proposals for these services.

Since this program began in 2018, AFD personnel have elevated their level of EMT skills.

#### FUNDING

Funding for this training program is included in the adopted FY 2024 budget and will be included in subsequent budget year requests as the program is continued.

#### RECOMMENDATION:

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the proposed Agreement and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
DECEMBER 18, 2023**

**AWARD OF CONTRACT  
ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES**

Prepared by Stephanie Gunawan-Piraner  
Director, Engineering and Maintenance

**SUMMARY**

Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to award a Professional Services Agreement (“Agreement”), copy attached, to HNTB Corporation (“HNTB”) for on-call architectural and engineering services (“A/E Services”) for a not-to-exceed amount of \$375,000. The proposed Agreement will have a three-year term with two one-year extension options available to the Authority.

**BACKGROUND**

Occasionally Staff have a need for A/E Services on an on-call basis to address various capital and non-capital improvement projects. The proposed Agreement will provide as needed support to Staff for engineering, design, and construction management of projects and includes disciplines such as architectural, civil, structural, mechanical, electrical, plumbing, surveying, construction management, cost-estimating and other associated professional fields.

Historically, for each identified project requiring A/E Services, a Request for Proposals (“RFP”) has been issued in accordance with the funding source requirements. The proposed Agreement will provide support for these projects as well as the ability to gain consultation for smaller issues that may arise. An on-call contract for A/E Services allows the design and construction process to respond more quickly and efficiently by removing the step of undertaking a separate RFP for each project regardless of the size and scope of the project. However, execution of the proposed Agreement will not prevent Staff from issuing an RFP for A/E Services for specific projects if doing so would be beneficial to the Authority. General examples of projects where these on-call A/E Services would be valuable include, but are not limited to, pavements, fence lines, underground storm water, building renovations, traffic circulation, and surveys. In addition, the firm that provides these on-call A/E Services will be a resource for the Maintenance Department regarding the repair/modernization of certain equipment or infrastructure.

**Scope Description**

Proposers were asked to submit their qualifications for the following three general categories of services:

- 1) Category 1 – Site investigations and analyses, planning and engineering studies, and land surveys.



- 2) Category 2 – Conceptual, preliminary, and final design and analyses.
- 3) Category 3 – Construction management and construction administration.

## PROCUREMENT

Staff posted an RFP on the Authority's PlanetBids e-procurement website on August 2, 2023, and 816 firms were notified of the on-call A/E Services opportunity. The RFP was downloaded by 126 firms including prime consultants, subconsultants, and other supporting companies. Of the 126 firms, there were 44 downloads from Women-owned Business Enterprises and 79 downloads from Disadvantaged Business Enterprises. In addition, there were 8 local firms that downloaded the RFP.

Staff received proposals from five firms with four proposals determined to be responsive. These four firms were determined to be qualified and are listed in alphabetical order by prime consultant as follows:

- HNTB Corporation
- RDM International
- RS&H California, Inc.
- Rivers and Christian

## PROPOSAL EVALUATIONS

Proposers were evaluated on five specific Selection Criteria ("SC") as follows:

- SC-1 Experience and past performance.
- SC-2 Firm and personnel capabilities.
- SC-3 Demonstrated understanding of potential project challenges and other special concerns.
- SC-4 Capability to complete projects without significant cost overruns as demonstrated in the projects submitted for review.
- SC-5 Willingness to accept the sample contract and provide adequate proof of insurance.

Four reviewers were chosen from Engineering, Planning, Safety, and Environmental Departments to create a balanced review of the proposals. Procurement provided the scoring applicable to the proposers' willingness to accept the terms of the sample contract as well as reviewing insurance submission.

Responses were individually evaluated and given a score based upon the five Selection Criteria with a maximum possible score of 100 points. Results are as follows in order of points awarded:

	<u>SC-1</u>	<u>SC-2</u>	<u>SC-3</u>	<u>SC-4</u>	<u>SC-5</u>	<u>Total</u>
Max Points Possible	40	30	15	10	5	100
HNTB Corporation	36	29	13	9	5	92
RS&H California, Inc.	36	23	12	10	5	86

RDM International, Inc.	34	23	11	8	5	81
Rivers and Christian	32	22	11	5	0	70

After a thorough review of the submittals received, HNTB best demonstrated qualifications and knowledge specific to the needs and the operating environment of the airport. HNTB is a well-qualified professional firm that offered a comprehensive proposal offering a variety of disciplines that would support the Authority's capital and non-capital improvement projects. HNTB has been providing aviation engineering for more than 75 years and is able to deliver shovel ready projects through experience gained at more than 160 airports across the country, including Los Angeles International, Oakland International, Ontario International, Boston Logan International, Chicago-O'Hare International and Salt Lake International. HNTB also currently holds similar on-call contracts with the three local Southern California Airports. HNTB is also well known for its ability to quickly assemble and mobilize multidisciplinary teams to respond to tasks and achieve project goals, even on an aggressive schedule basis.

In its submittal, HNTB brought in a variety of subconsultants for support services including structural engineering, surveying, electrical, estimating, and geotechnical services. The geotechnical services will be provided by Shannon & Wilson, a local geotechnical firm located in the City of Burbank.

#### FEE NEGOTIATIONS

Procurement Staff solicited fee schedules for the consultant and their subconsultants to make a fair comparison between proposers. HNTB's fee schedule was consistent with the other proposers and acceptable within industry standards for the personnel proposed.

#### FUNDING

Appropriations for the first year of on-call A/E Services in the amount of \$125,000 were included in FY 2024 adopted budget. Appropriation requests for the future years will be included in subsequent fiscal years and are not to exceed the \$375,000 total contract limit. In addition, should any task order require funding greater than \$75,000, Staff will return to the Commission for approval.

#### RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to award HNTB the proposed Agreement for on-call A/E Services, authorize the President to execute the same, and authorize Staff to execute task orders not exceeding \$75,000 without further Commission approval.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
DECEMBER 18, 2023**

**ART IN PUBLIC PLACES  
REGIONAL INTERMODAL TRANSPORTATION CENTER  
ARTWORK REPRODUCTION AND INSTALLATION SERVICES**

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

**SUMMARY**

Subject to the recommendation of the Legal, Government and Environmental Affairs Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of a Regional Intermodal Transportation Center ("RITC") Artwork Reproduction and Installation Services Agreement ("Agreement") with Advanced Sign and Banner ("Advance") for the reproduction and installation of approved artwork at the RITC.

**BACKGROUND**

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

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

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

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

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

On June 5, 2023, Legal, Government and Environmental Affairs Committee concurred with Staff's recommendation that the Replacement Passenger Terminal ("RPT") conceptual design voting procedure specified in Resolution No. 499 be utilized for the Commission's selection of a conceptual design for the RITC public artwork.

On July 10, 2023, the Commission approved the conceptual art designs for the RITC. Subsequent to the Commission's approval, Staff and Ms. Fernandez met with the City's Art in Public Places Committee and received the Committee's approval for the conceptual art design.

#### Request for Proposals

Staff issued the Artwork Reproduction and Installation Services Request for Proposals (RFP) on September 22, 2023, all proposals were due on October 20, 2023. Proposals were received from the following three art installation and reproduction companies, listed in alphabetical order: Advanced Sign and Banner; Curcio; Square Signs, and one proposal deemed non-responsive. The RFP and Scope of Work are attached as reference to this report.

The RFP's qualifications requirements consisted of the following:

- Experience creating art installations or permanent signage for airport or public agency property.
- Demonstrated ability to create site-responsive projects.
- Knowledge of methods and techniques of art installation management, including art contracting, design, fabrication, construction, lighting, and installation management.
- Ability to understand, explain, interpret, and comply with APP Ordinance requirements.

#### Proposal Evaluation

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

- Experience, Background and Past Performance: Experience supporting and facilitating the implementation of a public art program (as described in the Scope of Services) for public agencies, companies, or organizations. (30 pts)
- Technical Approach: Proposed approach demonstrates an in-depth understanding of required tasks and ability to meet project objectives within the proposed schedule. Any additional recommendations are fully explained and justified. (30 pts)
- Proposed Fee: (40 pts)

The summary of the cost proposals are as follows:

Advanced Sign and Banner	\$172,000.00
Curcio	\$187,213.12
Square Signs	\$432,211.00

The proposal evaluation results, and final scoring chart are as follows:

<u>Rank</u>	<u>Proposer</u>	<u>Total Overall Score</u>
1	Advanced Sign and Banner	90
2	Curcio	87
3	Square Signs	71

	<b>SC-1</b>	<b>SC-2</b>	<b>SC-3</b>	<b>OUT OF 100 PTS POSSIBLE</b>	<b>Rank</b>
<b>Advanced Sign and Banner</b>	25	25	40	<b>90</b>	<b>1</b>
<b>Square Signs</b>	27	25	19	<b>71</b>	<b>3</b>
<b>Curcio</b>	26	24	37	<b>87</b>	<b>2</b>

#### BUDGET IMPACT

Funding for this project will be through the balance of the RITC construction account which is a restricted fund that can only be used for eligible RITC-related projects. The installation of the art panels in compliance with the City's Art in Public Places requirement is an eligible use of these funds.

#### RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the proposed Agreement to Advance Sign and Banner and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
DECEMBER 18, 2023**

**REPLACEMENT PASSENGER TERMINAL SCULPTURE SELECTIONS  
FOR BURBANK ART IN PUBLIC PLACES PROGRAM**

Presented by Susan Gray  
Susan F. Gray & Co.

**SUMMARY**

Staff, Jacobs Project Management Co. (“Jacobs”), and Susan F. Gray & Co. (“SFG”) are implementing an artwork procurement program for the Replacement Passenger Terminal (“RPT”) Project to satisfy the City of Burbank’s Art in Public Places requirement. This agenda item seeks the Commission’s selection of two artworks, one for an exterior plaza sculpture and one for an interior suspended sculpture. For efficiency, it is recommended that these selections be made using the voting procedure the Commission established in Resolution No. 499 for the selection of the conceptual design for the RPT campus. A decision on the sculptures is necessary at this meeting for Holder, Pankow, TEC - A Joint Venture (“HPTJV”) to start on design integration in accordance with the project delivery schedule.

**BACKGROUND**

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

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

At the June 26, 2023 meeting, the Commission received an update on the RPT artwork procurement program being implemented by a team from Staff, Jacobs, and SFG. The artwork procurement team sought to issue two RFPs on June 30, 2023, one for an exterior plaza sculpture and one for an interior suspended sculpture, to short-listed regional artists with experience in the realization of large-scale sculpture for public display. However, after extensive discussion, the Commission directed the team to place this item on the July 10,

2023, agenda to allow for additional deliberation on the candidate pool, and to provide further notice to the public. At the July 10<sup>th</sup> meeting, the Commission approved the release of the RFPs for the two sculptures.

Consistent with national best practices in public art, which utilize a community-based peer advisory, the candidate pool was vetted with input by an Art Advisory Panel. The Art Advisory Panel was a diverse group comprised of Burbank, Glendale, and Pasadena residents (two from each city) and included an urban planner experienced in public art policy, curators, a public art manager, and professional artists. The Art Advisory Panel membership consisted of the following representatives: Burbank: Craig Bullock, urban planner and contributing author of Burbank's Art in Public Places Policy; and Jacqui C. Smith, artist and graphic designer; Glendale: Debra Burchett-Lee, curator, art appraiser, and Executive Director of the Sam Francis Foundation; and Joy Feuer, curator, replaced by Ara Oshagan, artist and curator, in August prior to RFP release; and Pasadena: Mayen Alcantara, artist, and public art manager LA Metro, and Ed Schad, curator and publications manager Broad Museum.

### PROPOSAL REVIEW

The RFPs were issued on July 21, 2023, with a pre-submittal conference hosted on August 8, 23, and three rounds of Q&A were released to all candidates. Mid-point reviews were conducted with each proposer in September before submission on September 22, 2023. Proposals were circulated to the team from Staff and Jacobs, as well as to HPTJV, for budgetary and constructability review. This feedback was provided to the Art Advisory Panel. Proposer presentations and interviews were held on October 5 and 6, 2023. After the presentations and interviews were complete, the Art Advisory Panel scored the proposals based on the evaluation selection criteria stated in the RFPs.

At the November 13, 2023 meeting, SFG presented the top three proposals (per the Art Advisory Panel's evaluations) for the exterior and interior sculpture opportunities for the Commission's consideration. The top candidates (in alphabetical order) for the exterior sculpture are: Cliff Garten – *The Two Electras*, Gisela Colon – *Star of Burbank/Verdugo Starlight Elliptical Dome*, and Phillip K. Smith III – *N-S-E-W*. The top candidates (in alphabetical order) for the interior sculpture are: FreelandBuck – *Shape of the Sky*, Glenn Kaino – *When We Reflect*, and Rob Ley – *Duality*. The Commission requested further information on maintenance costs, and the daylight experience for the illuminated artwork. General maintenance information and preliminary costs have been researched and is available for discussion. Descriptions of the daylight experience for the illuminated artworks are also available for consideration.

It is recommended that the selection of these artworks be made using the voting procedure the Commission established in Resolution No. 499 for the selection of the conceptual design for the RPT campus. Pursuant to that procedure, Commissioners shall each vote for their first choice of sculpture for each artwork opportunity. If no sculpture receives a majority of votes, then there shall be a second voting round. The sculpture that received the fewest votes in the first voting round shall not be included in the second voting round. If there is a tie vote in the first voting round, Commissioners shall continue discussing the sculptures

until a Commissioner decides to break the tie. In the event of a second voting round, Commissioners shall each vote for their first choice of the two remaining sculptures.

#### ADDITIONAL ARTWORK OPPORTUNITY

The artwork procurement team is exploring the feasibility of one artwork or a series of artworks for prominent display in the ticketed area. Funding options are being evaluated, but the goal is that the artist's design fee for the panels would be commensurate with that of the sculptures. To maximize the opportunity to the broadest possible candidate base, evaluation would be focused on artistic merit and without prerequisite public art experience. To make this possible, SFG, Jacobs, and HPTJV would coordinate fabrication and installation. The artist/s would be selected through a Request for Qualifications ("RFQ") process. Extensive and targeted outreach would be conducted so local artists are aware of the opportunity. A new three-member Art Advisory Panel would be convened for the artist selection, with the participation of one member of the sculpture Art Advisory Panel for curatorial continuity. The Cities of Burbank, Glendale, and Pasadena would be engaged for outreach purposes. This item will be brought back to the Commission for consideration at a future meeting.

#### RECOMMENDATION

Staff, Jacobs, and SFG recommend that the Commission select an exterior plaza sculpture and an interior suspended sculpture from the top ranking proposals (as ranked by the Art Advisory Panel) to satisfy Burbank's Art in Public Places requirement for the RPT Project.



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**AIRPORT USE AGREEMENT**

**BETWEEN**

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

**AND**

**[AIRLINE NAME]**

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## AIRPORT USE AGREEMENT

THIS AIRPORT USE AGREEMENT (“Agreement”) is dated December 18, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and [airline name] (“Airline”), a [state] [entity type].

### RECITALS

- A. The Authority owns and operates Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”).
- B. Airline is an air carrier certificated by the Federal Aviation Administration.
- C. The parties are executing this Agreement to facilitate the development, promotion, and improvement of air commerce by providing for Airline’s use of the Airport.

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

### ARTICLE I INTRODUCTORY MATTERS

#### 1.01 Contact Information.

<b>Authority’s Overnight Delivery and Street Address:</b>	2627 Hollywood Way Burbank, California 91505 Attention: Executive Director
<b>Authority’s E-mail Address:</b>	<a href="mailto:FMiller@bur.org">FMiller@bur.org</a>
<b>Authority’s Payment Address:</b>	2627 Hollywood Way Burbank, California 91505 Attention: Director, Financial Services
<b>Airline’s Overnight Delivery and Street Address:</b>	[address]
<b>Airline’s E-mail Address:</b>	[address]

1.02 Definitions. The following definitions shall apply for purposes of this Agreement unless the context otherwise requires:

- (a) AAAC: Airline Airport Affairs Committee.
- (b) Agency: any federal, state, or local government agency.
- (c) AIP Requirements: FAA Airport Improvement Program requirements set forth in the attached Exhibit K.

(d) Air Transportation: carriage of passengers, personal property, cargo, or mail by aircraft.

(e) Aircraft Arrivals: aircraft arrivals at the Airport (including scheduled, charter, sight-seeing, test, ferry, courtesy, and inspection flights). Aircraft Arrivals does not include a flight that immediately returns to the Airport after departure due to mechanical, meteorological, or other precautionary reasons.

(f) Airfield Area: portions of the Airport that provide for the landing and takeoff, handling, servicing, loading and unloading, and other operations of aircraft. Airfield Area includes support facilities (e.g., field lighting, navigational aids, and cart roads).

(g) Airfield Area Requirement: as specified in Section 6.03(b).

(h) Airline: [airline name] and its successors. Airline includes any permitted assignee or other transferee under Section 10.01.

(i) Airline Parties: Airline and its shareholders, partners, directors, officers, employees, agents, representatives, and contractors. If Airline enters into any Wet Lease for operations at the Airport, Airline Parties shall include the Wet Lease lessor and its shareholders, partners, directors, officers, employees, agents, representatives, and contractors.

(j) Airport: Bob Hope Airport, as shown on the Airport Layout Plan, and any other real property acquired or leased by the Authority for Airport Purposes.

(k) Airport Cost Centers: the following cost centers, more fully described on the attached Exhibit C. Prior to the Commencement Date, if the Authority determines that any update to Exhibit C is appropriate, the Authority shall provide an updated Exhibit C to Airline, and such updated Exhibit C shall supersede the prior versions.

(1) Airfield Cost Center: revenues received and expenses (including Coverage on Bonds) incurred in connection with the operation, maintenance, and improvement of the Airfield Area.

(2) Authority Areas Cost Center: revenues received and expenses (including Coverage on Bonds) incurred in connection with the operation, maintenance, and improvement of the Authority Areas.

(3) Other Buildings and Areas Cost Center: revenues received and expenses (including Coverage on Bonds) incurred in connection with the operation, maintenance, and improvement of those portions of the Airport not included in any other cost center.

(4) Parking and Roadway Cost Center: revenues received and expenses (including Coverage on Bonds) incurred in connection with the operation, maintenance, and improvement of access roads to the Replacement Passenger Terminal and those portions of the Airport devoted to automobile parking.

(5) Replacement Passenger Terminal Cost Center: revenues received and expenses (including Coverage on Bonds) incurred in connection with the operation, maintenance, and improvement of the Replacement Passenger Terminal.

(l) Airport Daily Operating Requirement: as specified in Section 6.03(b)(2)(E).

(m) Airport Engineer: Burbank-Glendale-Pasadena Airport Authority Director of Engineering and Maintenance or such person's designee.

(n) Airport Expense: all costs and expenses of operating the Airport or incidental to, or arising out of, the operation of the Airport. Airport Expense includes Coverage on Bonds and the costs of defending, settling, or satisfying Airport-related litigation.

(o) Airport Layout Plan: Airport Layout Plan set forth in the attached Exhibit A. Airport Layout Plans subsequently approved by the FAA shall automatically be attached as Exhibit A and shall supersede prior versions.

(p) Airport Manager: person designated by the Authority to exercise functions with respect to the rights and obligations of the Authority under this Agreement. As of the execution of this Agreement, the Airport Manager is TBI Airport Management, Inc. a Delaware corporation.

(q) Airport Purpose: any action or undertaking by the Authority reasonably related to: (i) the development and preservation of the Airport as a destination for air commerce and as an industrial or commercial site; or (ii) the operation and preservation of the Authority.

(r) Airport Revenue: "Revenues" as specified in any Bond Resolution.

(s) Airport Rules and Regulations: July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission. The Airport Rules and Regulations are available on the Authority's webpage ([hollywoodburbankairport.com](http://hollywoodburbankairport.com)), and Airline may obtain a hard copy from the Authority upon request.

(t) Alterations: as specified in Section 9.01.

(u) Annual Budget: capital and operating budgets prepared by the Airport Manager and approved by the Authority Commission.

(v) Approved Alterations: as specified in Section 9.01.

(w) Apron Area: aircraft parking and maneuvering areas adjacent to the Replacement Passenger Terminal. The preliminary plot plan for the Apron Area is set forth in the attached Exhibit B. When available, the final Apron Area plot plan shall automatically be attached as Exhibit B and shall supersede prior versions.

(x) Authority: Burbank-Glendale-Pasadena Airport Authority and its successors.

(y) Authority Areas: areas designated on Exhibit C and any property or improvements subsequently acquired by the Authority with either: (i) funds other than Airport Revenue; or (ii) Airport Revenue allocable to the Authority Areas Cost Center.

(z) Authority Commission: Burbank-Glendale-Pasadena Airport Authority Commission.

(aa) Authority Parties: the Authority, the Airport Manager, the Cities of Burbank, Glendale, and Pasadena, California, and their respective commissioners, officials, directors, officers, employees, agents, representatives, contractors, successors, and assigns.

(bb) Bond Resolution: indenture, trust agreement, resolution, or similar instrument, however denominated, pursuant to which bonds, notes, or other evidences of indebtedness of the Authority have been or will be issued, as originally executed or as the same may be amended or supplemented.

(cc) Bonds: notes, revenue bonds, and other evidences of indebtedness previously or subsequently issued by the Authority for an Airport Purpose pursuant to a Bond Resolution.

(dd) BTMO: Burbank Transportation Management Organization.

(ee) Capital Improvement: an item charged to a capital account in the Authority's financial statements.

(ff) Claims: any and all demands, claims, actions, causes of action, proceedings, judgments, damages, awards, penalties, fines, losses, liabilities, obligations, costs, and expenses including interest, court costs, and attorney fees.

(gg) Commencement Date: as specified in Section 2.02(b).

(hh) Common Use Fees: Airline's share of the fees payable by Signatory Airlines for the license to use the Common Use Space.

(ii) Common Use Formula: a formula that: (i) equally allocates among all Signatory Airlines 20% of the fees for the use of the Common Use Space; and (ii) allocates 80% of such fees among all Signatory Airlines according to the ratio of (A) the number of each Signatory Airline's enplaning passengers at the Airport during each month of the Fiscal Year to (B) the total number of enplaning passengers of all Signatory Airlines for that month.

(jj) Common Use Space: Replacement Passenger Terminal space licensed to Airline and other Signatory Airlines for the uses specified in Section 4.01(b)(2). The Authority shall provide Airline a description of the Common Use Space and a related plot plan when available. Such description and plot plan shall automatically be attached as Exhibit M.

(kk) Confidential Information: information of a proprietary or otherwise confidential nature.

(ll) Contamination: any spilling, discharging, releasing, or disposing of Hazardous Substances on, in, under, or about the Airport, or any other contamination or deterioration of groundwater, subsoil, or soil in, on, under, or originating from the Airport.

(mm) Cost: costs and expenses of planning, designing, acquiring, constructing, installing, and financing a Capital Improvement, placing a Capital Improvement in operation, or disposing of a Capital Improvement, and obtaining requisite governmental approvals. Payment of any Cost shall include reimbursement to the Authority for any of the costs included in this definition and paid by the Authority but which have not previously been reimbursed to the Authority and which are not reimbursed from contributions in aid of construction. Cost includes funds required for the following:

(1) Costs of preliminary investigation and development, the performance or acquisition of feasibility and planning studies, and the securing of regulatory approvals.

(2) Costs for land and land rights, engineering and contractors' fees, labor, materials, equipment, utility services and supplies, legal fees, and financing expenses.

(3) Working capital and reserves in such amounts as shall be determined by the Authority.

(4) Interest accruing in whole or in part on Bonds prior to and during construction of a Capital Improvement, and for such additional period as the Authority determines.

(5) Proceeds of Bonds deposited in any fund or account required by a Bond Resolution.

(6) Payment of principal, premium, and interest when due (whether at the maturity of principal or at the due date of interest or upon redemption or otherwise) of any note or other evidence of indebtedness the proceeds of which were applied to any of the costs of a Capital Improvement.

(7) Training and testing costs allocable to the acquisition, placing in operation, or construction of a Capital Improvement.

(8) Costs of insurance applicable to the period of construction and placing a Capital Improvement in operation.

(9) Costs relating to injury and damage claims arising out of the acquisition or construction of a Capital Improvement less proceeds of insurance.

(10) Taxes, and payments in lieu of taxes, applicable to the period of construction and placing a Capital Improvement in operation.

(11) Amounts payable with respect to capital costs for the expansion, reinforcement, or other improvement of facilities determined by the Authority to be necessary in connection with the utilization of a Capital Improvement, and the costs associated with the

removal from service or reductions in service of any facilities as a result of the expansion, reinforcement, or other improvement of such facilities or the construction of a Capital Improvement.

(12) Costs of issuance of any Bonds.

(13) Fees and expenses pursuant to any lending facility, credit facility, or agreement applicable to the period for construction and placement of a Capital Improvement in operation.

(14) All other Authority-incurred costs allocable to the acquisition, construction, or placement of a Capital Improvement in operation.

(nn) Coverage: a percentage, specified in the corresponding Bond Resolution, of the Debt Service or Accrued Debt Service (as such terms are defined in the Bond Resolution), in connection with the rate covenant set forth in the Bond Resolution. Coverage also means the dollar amount computed by applying such percentage to Debt Service.

(oo) CUPPS: IATA-certified common use passenger processing system.

(pp) CUSS: IATA-certified common use self-service system.

(qq) Default Event: as specified in Section 15.01.

(rr) Disability Equipment: equipment for use in boarding and unloading of mobility-impaired passengers.

(ss) Disability Law: any applicable law or court ruling pertaining to access to Airport facilities, Airport services, or aircraft by disabled persons.

(tt) Environmental Law: any applicable law or court ruling pertaining to the environment, Hazardous Substances, pollutants, occupational safety and health, industrial hygiene, or environmental conditions on, under, or about the Airport.

(uu) Equipment: as specified in the attached Exhibit I. The list of Equipment in Exhibit I is subject to change based on modifications to the RPT Program before the Commencement Date. To the extent that such changes are warranted, the Authority shall prepare an updated Exhibit I and the updated Exhibit I shall supersede the prior versions.

(vv) Equipment Maintenance Agreement: that certain Equipment Maintenance Agreement executed by Signatory Airlines and a Subcontractor for maintenance and repair of the Equipment.

(ww) Exclusive Use Space: Replacement Passenger Terminal space leased by the Authority to Airline. Pursuant to Sections 1.05(a) and 4.01(b), the Exclusive Use Space shall be described in a memorandum (which memorandum shall automatically be attached as Exhibit N).



(xx) Executive Director: Burbank-Glendale-Pasadena Airport Authority Executive Director.

(yy) Expiration Date: as specified in Section 2.02(c).

(zz) FAA: Federal Aviation Administration.

(aaa) Fiscal Year: period beginning on July 1 of any year and ending on June 30 of the following year.

(bbb) GMP: guaranteed maximum price.

(ccc) GSE: ground support equipment.

(ddd) Hazardous Substances: any hazardous or toxic substance, material, or waste that is or shall become regulated by an Agency. Hazardous Substances includes any material or substance that is: (i) defined or listed as a “hazardous waste,” “extremely hazardous waste,” “restrictive hazardous waste,” or “hazardous substance;” (ii) considered a waste, condition of pollution, or nuisance under Environmental Law; (iii) petroleum or a petroleum product or fraction thereof; (iv) asbestos or asbestos-containing materials; (v) flammable or explosive substances; (vi) mold, mold spores, or fractions thereof; or (vii) substances designated by an Agency to cause cancer or reproductive toxicity.

(eee) IATA: International Air Transport Association.

(fff) Landing Fees: as specified in Section 6.03.

(ggg) Landing Fee Rate: as specified in Section 6.03(b) and as adjusted pursuant to Article VII.

(hhh) Lockheed: Lockheed Martin Corporation and its successors.

(iii) Majority-In-Interest: a numerical majority of Signatory Airlines, which numerical majority shall have landed more than 75% of the Total Landed Weight at the Airport during the immediately preceding Fiscal Year.

(jjj) Maximum Gross Landing Weight: certified maximum weight of an aircraft as certified by the aircraft manufacturer.

(kkk) MUFIDS: IATA-certified multi-use flight information display and paging system.

(III) Noise Abatement Rules: Noise Abatement Rules reaffirmed, clarified, and restated by Authority Commission Resolution No. 471. The Noise Abatement Rules are set forth in the attached Exhibit D.

(mmm)Non-Airline Revenue: revenue received by the Authority from sources other than Signatory Airlines. Non-Airline Revenue includes PFC revenue.

(nnn) Non-Storm Water Discharge: discharge to storm sewer systems that is not entirely composed of storm water.

(ooo) Operating Permit: Airport Use and Facilities Operating Permit issued by the Authority to non-Signatory Airlines.

(ppp) PFC: passenger facility charge (as defined in 14 C.F.R. Section 158.3) imposed by the Authority.

(qqq) PFC Law: any applicable law or court ruling pertaining to the Authority's PFC program.

(rrr) Premises: collectively, the Exclusive Use Space and the Common Use Space. Common Use Space areas shall only constitute "Premises" during the period of time for which Airline has a license to use such areas.

(sss) Prior Use Agreement: [date] Airport Use Agreement executed by the parties (as amended).

(ttt) Public Areas: Replacement Passenger Terminal space made available by the Authority for use by the Authority Parties, the Airline Parties, passengers, and other members of the general public.

(uuu) Rental: as specified in Section 6.01 and as adjusted pursuant to Article VII.

(vvv) Replacement Passenger Terminal: Replacement Passenger Terminal that is to be constructed in the northeast quadrant of the Airport and is designated "future" on the Airport Layout Plan in effect as of the execution of this Agreement.

(www) Replacement Passenger Terminal Requirement: as specified in Section 7.04.

(xxx) Required Insurance: as specified in Section 12.01.

(yyy) RPT Base Rate: as applicable to each Fiscal Year, a dollar amount per square foot (calculated by the Authority before the commencement of the Fiscal Year) that equals the estimated Replacement Passenger Terminal Requirement (calculated according to Section 7.04) divided by the sum of: (i) the aggregate square feet of exclusive use space leased to all Signatory Airlines; and (ii) the square feet of Common Use Space.

(zzz) RPT Program: the Authority's Replacement Passenger Terminal Program. The RPT Program generally consists of: (i) construction of a Replacement Passenger Terminal; (ii) construction of ancillary improvements including aircraft apron, roads (entrance, loop, and secondary), parking facilities, a replacement airline cargo building, and a GSE maintenance building; and (iii) demolition of the Terminal Building.

(aaaa) Security Deposit: as specified in Section 25.01.

(bbbb) Senior Lien: as specified in Section 19.01.

(cccc) Senior Lienholder: as specified in Section 19.01.

(dddd) Signatory Airlines: airlines providing scheduled transportation of persons or property by air to and from the Airport that have executed an Airport Use Agreement with the Authority substantially similar to this Agreement and lease Exclusive Use Space in the Replacement Passenger Terminal pursuant to such agreement. Signatory Airlines includes Airline.

(eeee) Special Funds: funds or accounts permitted by, established under, or identified in a Bond Resolution, held and administered by the Trustee or the Authority, and such other funds as the Authority may from time to time establish.

(ffff) State: State of California.

(gggg) Storm Water: storm water runoff, snowmelt runoff, and storm water surface runoff and drainage.

(hhhh) Subcontractor: an independent contractor hired to maintain and repair Equipment pursuant to the Equipment Maintenance Agreement.

(iiii) Tenant Improvement Request: as specified in Section 9.01(a).

(jjjj) Terminal Building: terminal building that is located in the southeast quadrant of the Airport and is designated “demolish” on the Airport Layout Plan in effect as of the execution of this Agreement.

(kkkk) Total Landed Weight: sum of the Maximum Gross Landing Weights for all Aircraft Arrivals of Airline over a stated period of time.

(llll) Total Landed Weight of the Signatory Airlines: sum of the Maximum Gross Landing Weights for all Aircraft Arrivals of Signatory Airlines over a stated period of time.

(mmmm) Trustee: entity designated by a Bond Resolution to act in a fiduciary capacity, either as a trustee or as a fiscal agent, with respect to the issuance of Bonds.

(nnnn) TSA: Transportation Security Administration.

(oooo) TSA Regulations: 49 C.F.R. Parts 1542 and 1544.

(pppp) Wet Lease: a lease between Airline, as lessee, and a FAA-certificated aircraft operator, as lessor, under which the lessor provides aircraft, crew and maintenance, and lessee provides fuels, airport fees, duties, taxes and other charges.

### 1.03 Rules of Construction.

(a) General. Unless otherwise indicated or apparent from the context, the following rules of construction shall apply. The singular includes the plural and vice versa; the term “shall” is mandatory and the term “may” is permissive; the term “day” means calendar day; the

term “business day” means a non-holiday weekday; the phrase “for [number] days” means for [number] consecutive days; the phrase “at any time” means at any time and from time to time; and the terms “include,” “includes,” and “including” are illustrative and nonexhaustive.

(b) Cross-References. Cross-references are to articles, sections, or paragraphs of this Agreement unless otherwise indicated or apparent from the context.

(c) Law References. References to a statutory code or legislative bill refer to California law unless otherwise indicated or apparent from the context. References to a statute, regulation, or ordinance shall be deemed to refer to the then-current version of the statute, regulation, or ordinance.

1.04 Relationship to Prior Use Agreement. Until the Commencement Date, Airline’s use of the Airport shall be pursuant to the Prior Use Agreement. Upon the Commencement Date, the Prior Use Agreement shall be terminated and of no further force or effect; provided, however, that this provision does not excuse any prior breach of, or liability arising under, the Prior Use Agreement.

1.05 RPT Space Memoranda.

(a) Usage. The parties shall execute memoranda to memorialize the Commencement Date and the Common Use Space determined by the Authority, and shall execute a memorandum to memorialize their consensus on the Exclusive Use Space. If non-substantive clarifications of this Agreement are necessary or appropriate for its proper implementation, the parties may execute additional operating memoranda to memorialize their consensus on such clarifications.

(b) Execution. The memoranda pursuant to Section 1.05(a) shall not require Authority Commission approval and may be unilaterally executed by the Executive Director on behalf of the Authority. Airline’s [position title] is authorized to execute operating memoranda on its behalf.

1.06 Exhibit List.

Exhibit A:	Airport Layout Plan
Exhibit B:	Apron Area
Exhibit C:	Airport Cost Centers
Exhibit D:	Noise Abatement Rules
Exhibit E:	Landing Fees Report Form
Exhibit F:	Tenant Improvement Request Form
Exhibit G:	Extension Request
Exhibit H:	Extension Acceptance Certificate

Exhibit I:	Equipment to be Operated and Maintained by Consortium
Exhibit J:	Inspection Form (Sample Only)
Exhibit K:	AIP Requirements
Exhibit L:	Form of 5-Year Funding Plan and CPE Projection
Exhibit M:	Description of Common Use Space
Exhibit N:	Description of Exclusive Use Space

## **ARTICLE II**

### **EFFECTIVE DATE, AIRPORT USE PERIOD, AND TERMINATION**

#### **2.01 Effective Date.**

(a) Designation. Subject to satisfaction of the condition precedent in paragraph (b) below, this Agreement shall be effective and binding on the parties upon execution.

(b) Condition Precedent. Effectiveness of this Agreement is contingent upon the parties' execution of the [number] Amendment to the Prior Use Agreement approved by the Authority Commission on December 18, 2023.

#### **2.02 Airport Use Period.**

(a) Designation. The period during which Airline may use the Airport pursuant to this Agreement shall begin on the Commencement Date and shall end on the Expiration Date.

(b) Commencement Date. The Commencement Date for this Agreement is the date on which the Authority provides Airline beneficial occupancy of the Replacement Passenger Terminal. Beneficial occupancy occurs on the date that the Authority, pursuant to an occupancy permit (including a temporary certificate of occupancy) issued by the City of Burbank, allows Airline to use space in the Replacement Passenger Terminal for revenue-generating operations.

(c) Expiration Date. Subject to extension as provided in this paragraph, the Expiration Date for this Agreement is June 30, 2035. The Expiration Date shall be June 30, 2040 if both of the following conditions are satisfied: (i) no later than June 30, 2034 the Authority delivers to Airline a duly executed Extension Request in the form set forth in the attached Exhibit G; and (ii) no later than August 15, 2034 Airline delivers to the Authority a duly executed Extension Acceptance Certificate in the form set forth in the attached Exhibit H.

#### **2.03 Termination by Airline**

(a) Thirty Day Termination. If Airline is not in default in its payments or other obligations to the Authority, Airline may terminate this Agreement on 30-days written notice upon the occurrence of any of the following events:

(1) An Agency prohibits Airline from operating such aircraft as Airline may reasonably need to operate into, from, or through the Airport and such prohibition has remained in force for 30 days.

(2) Airline has been unable to use the Premises for 30 days due to a defect or unsafe operating condition existing at the Airport.

(3) Airline has been unable to use the Premises for 30 days due to war or other casualty beyond the control of Airline.

(4) An obstacle has been erected on or in the vicinity of the Airport that would cause the cancellation, termination, or modification of Airline's air carrier operating certificate or similar authorization establishing minimum safety standards for the operation of Airline.

(b) Sixty Day Termination. If Airline is not in default in its payments or other obligations to the Authority, Airline may terminate this Agreement on 60-days written notice upon the FAA's termination or suspension of Airline's right to operate into, from, or through the Airport.

(c) Termination Payment. Upon termination of this Agreement pursuant to paragraph (a) or (b) above, Airline shall immediately pay to the Authority an amount equal to either: (i) the total of Rental that would otherwise become due and payable under this Agreement between the termination date and the Expiration Date; or (ii) an alternative sum agreed to by the parties. In any calculation of Rental, the charges per square foot in effect as of the termination date shall be used, without adjustment for future escalations under Section 7.04 and without discounting future payments to their present value. Furthermore, such calculations of Rental shall be based upon the amount of the Exclusive Use Space leased by Airline as of either the termination date or the Commencement Date, whichever is greater.

2.04 Termination by the Authority. The Authority may terminate this Agreement pursuant to Section 15.02 upon the occurrence of a Default Event.

2.05 Surrender of the Premises. No notice to quit possession on the Expiration Date shall be given by the Authority. Upon the Expiration Date, Airline shall peaceably surrender possession of the Premises in good condition (reasonable wear and tear, acts of God, fire, and other casualties excepted) and the Authority shall have the right to take possession. Airline shall have 60 days from expiration or termination of this Agreement to remove trade fixtures, equipment, and other personal property installed or placed by it in, on, or about the Airport subject, however, to any valid lien that the Authority may have for unpaid rents or fees. Airline shall not abandon any of its property on the Premises. Property not removed by Airline within such 60-day period shall, at the option of the Authority, become a part of the land on which it is located and title shall vest in the Authority. Authority property damaged by or as the result of the removal of Airline's property shall be restored by Airline, at Airline's expense, to the condition existing prior to such damage.

2.06 Holdover by Airline. Airline has no right to possess or occupy the Premises after the Expiration Date without written authorization from the Executive Director. During any holdover period, Airline shall be subject to conditions imposed by the Executive Director, this Agreement,

and all charges that are charged to non-Signatory Airlines, including landing fees and fuel charges. Such holdover shall be deemed to have created: (i) with respect to the Exclusive Use Space, a month-to-month tenancy; and (ii) with respect to the Common Use Space a license, terminable on 30 days' written notice by either party to the other. Holdover consent shall not require Authority Commission approval and may be unilaterally issued by the Executive Director.

### **ARTICLE III GRANT OF RIGHTS TO USE AIRPORT**

#### **3.01 Grant of Rights to Use.**

(a) General. The Authority grants to Airline the right to conduct activities on the Airport directly connected with Airline's business of Air Transportation upon the terms and subject to the conditions set forth in this Agreement.

(b) Exclusive Use Space Lease. The Authority leases to Airline, and Airline leases from the Authority, the Exclusive Use Space for Airline's exclusive use, subject to this Agreement.

(c) Common Use Space License. The Authority grants to Airline a non-exclusive license to use the Common Use Space in common with others, subject to this Agreement and the direction of the Authority. At any time the Authority may: (i) reduce, expand, or otherwise modify the Common Use Space; and (ii) grant to others a license to use the Common Use Space.

(d) Acceptance of Space. Airline accepts the Premises in the condition existing as of the Commencement Date.

(e) Civil Code Section 1938 Disclosures. In accordance with Civil Code Section 1938(a), the parties acknowledge that, as of the execution of this Agreement, the Premises have not been inspected by a certified access specialist. Additionally, the parties acknowledge the disclosure specified in Civil Code Section 1938(e), which states:

“A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

(f) Reservations to the Authority. Airline further accepts the Premises subject to any and all existing easements and encumbrances. The Authority reserves the right (without obligation) to install, lay, construct, maintain, and repair necessary or convenient utilities and

appurtenances in, over, upon, through, across, under, and along the Premises and to enter the Premises for any and all such purposes. The Authority also reserves the right to grant franchises, licenses, easements, rights of way, and permits in, over, upon, through, across, under, and along any and all portions of the Premises. No right reserved by the Authority in this subsection shall be so exercised as to interfere unreasonably with Airline's operations.

(g) Authority's Right of Access. The Authority shall have access to the Premises at all times in cases of emergency. The Authority shall also, after providing Airline notice at least 24 hours in advance, have access to the Premises at all times for the purpose of examining the same to ascertain if they are in good repair, inspecting any work in progress, making repairs that the Authority may be required or permitted to make, or exhibiting the same to prospective or actual purchasers, tenants, licensees, or other users of the Airport. Such entry shall be made in a manner that will not unreasonably interfere with Airline's use of the Premises, except in case of emergency. In the event that Airline is not personally present to open and permit entry to Exclusive Use Space, the Authority may enter by means of a master key or may enter forcibly and shall incur no liability to Airline as a result of such entry.

### 3.02 Common Use.

(a) Gate and Space Allocations. The Authority shall assign all Replacement Passenger Terminal gates and terminal space (except dedicated airline ticket offices, baggage service offices, and administrative spaces) to Signatory Airlines on a common use basis, pursuant to the Authority's Joint and Common Use Facilities Policy (as updated from time to time). Any unused gates will be Authority-controlled on a common use basis.

(b) Technology. The Authority shall incorporate a CUPPS and other common use passenger processing technology throughout the Replacement Passenger Terminal. The Common Use Formula shall apply to fees associated with the CUPPS and other common use passenger processing technology.

## **ARTICLE IV PERMISSIBLE USES**

### 4.01 Use of Airport and Facilities.

(a) Principal Use of Airport. Airline acknowledges that the principal use of the Airport consists of the operation of a public airport. Airline also acknowledges that all other businesses conducted on or at the Airport, including Airline's business of Air Transportation, must at all times be compatible with and subordinate to such principal use as determined by the Authority in its sole and absolute discretion.

#### (b) Permissible Uses.

(1) Exclusive Use Space. Airline shall use the Exclusive Use Space solely for the purposes described in the memorandum contemplated under Section 1.05(a) (which memorandum shall be automatically attached as Exhibit N) and solely in connection with Airline's business of Air Transportation.



(2) Common Use Space. Airline shall use the Common Use Space solely for: (i) sale of Air Transportation, handling, ticketing, billing, and manifesting of passengers; (ii) taxiing, servicing, loading, unloading, and parking of Airline's aircraft; and (iii) storage of a reasonable amount of equipment required in connection with Airline's business of Air Transportation.

(3) Airport Areas. Airline shall use all Airport areas, facilities, equipment, improvements, and services solely for purposes relating to Airline's business of Air Transportation. Such use shall be limited to one or more of the following:

(A) The repairing, maintaining, conditioning, servicing, testing, parking, or storage of aircraft or other equipment operated by Airline or the United States Government; provided, however, such right shall not be construed as authorizing the conduct of a separate business by Airline but shall permit Airline to perform such functions only as an incident to its conduct of Air Transportation.

(B) The ground training of personnel in the service or employ of, or to be employed by, Airline or the United States Government; provided, however, such right shall not be construed as authorizing the conduct of a separate business by Airline but shall permit Airline to perform such functions only as an incident to its conduct of Air Transportation.

(C) The sale, lease, transfer, disposal, or exchange of Airline's aircraft, engines, accessories, and other equipment or supplies; provided, however, such right shall not be construed as authorizing the conduct of a separate business by Airline but shall permit Airline to perform such functions only as an incident to its conduct of Air Transportation. Airline shall not sell aviation fuel, propellants, or lubricants except when such aviation fuel, propellants, or lubricants are not available for sale by an authorized supplier located on the Airport.

(D) The servicing by Airline, or by the Authority or the Authority's designee, of aircraft and other equipment operated by Airline on the Apron Area with aviation fuel, propellants, lubricants, or any other materials or supplies required by Airline.

(E) The landing, take-off, flying, taxiing, towing, loading, and unloading of aircraft or other equipment used by Airline in its conduct of Air Transportation.

(F) The installation and operation of advertising signs representing Airline's business, which signs shall be substantially uniform in size, type, and location with those of other Signatory Airlines. The number, type, size, design, and location of all of such signs shall be consistent with the Authority's graphic standards and shall be subject to the prior written approval of the Authority.

(G) The installation, maintenance, and operation, by Airline alone or in conjunction with other Signatory Airlines, or through a designee, of air-to-ground communications and communications systems between suitable locations on the Airport, subject to the prior written approval of the Authority.

(H) Customary fueling and servicing of Airline's aircraft at its aircraft parking positions preparatory to loading and take-off or immediately following landing and

unloading, or any maintenance of aircraft, vehicles, or equipment at places and in accordance with the Airport Rules and Regulations so long as such activities are not unreasonably unsightly, offensive, or annoying to the public and provided that the same shall not interfere with other operations of the Airport.

#### 4.02 Conduct of Airline's Business.

(a) Manager. Airline shall designate an individual who shall be authorized to serve as manager of Airline's operations at the Airport. On or before the Commencement Date, Airline shall notify the Authority in writing of the name, title, qualifications, and experience of such manager. Such manager shall be vested with full power with respect to the method, manner, and conduct of Airline's operations at the Airport and shall be present at the Airport at all times during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. Airline shall designate another individual as Airline's authorized substitute manager should the principal manager become unavailable, and the same experience and authorization requirements shall apply to the substitute manager.

(b) Interference with Utilities, Police, Fire Fighting. Airline shall not do or permit to be done anything that may interfere with the effectiveness or accessibility of the mechanical, gas, electrical, heating, ventilating, air conditioning, plumbing, or sewer systems, facilities, or devices on or servicing the Premises or elsewhere on the Airport. Nor shall Airline do or permit to be done anything that may interfere with free access or passage to the Premises, the streets, roads, parking lots, curb areas, entryways, exits, sidewalks, or adjacent public areas, or any other areas of the Airport. In addition, Airline shall not hinder police, fire fighting, or other emergency personnel in the discharge of their duties.

(c) Interference with Fire Exits. Airline shall not do or permit to be done anything that may interfere with the effectiveness or accessibility of fire exits, elevators, or escalators in or adjacent to the Premises or elsewhere at the Airport, including connected or appurtenant lines, pipes, wires, conduits, and equipment.

(d) Nuisance. Airline shall not use or permit the use of the Premises or any other areas of the Airport in any manner that will: (i) tend to create or permit any waste or nuisance; (ii) tend to disturb other tenants, concessionaires, licensees, or users of the Airport; (iii) invalidate or cause the cancellation of or be in conflict with any fire or other hazard insurance policies covering the Airport; or (iv) increase the premiums for any fire insurance policies covering the Airport. Airline, at its expense, shall comply with all rules, orders, regulations, and requirements of the National Board of Fire Underwriters or any similar body.

(e) Vending Machines. Airline shall not place any vending machines or similar devices in or on the Premises or elsewhere at the Airport except as approved by Authority.

(f) Boarding, Enplaning and Unloading Passengers. No Airline Party shall knowingly board, enplane, or unload, or permit the boarding, enplaning, or unloading of, revenue passengers except as authorized by federal law and the Airport Rules and Regulations.

(g) Authority Noise Abatement Rules. Airlines shall conduct its business and flight operations in compliance with the Noise Abatement Rules as enforced by the Authority pursuant to the Airport Noise and Capacity Act of 1990.

4.03 Wet Leases. Airline may enter into one or more Wet Leases for its operations at the Airport, subject to all of the following with respect to each Wet Lease:

(a) Airline shall be responsible for complying with all applicable law with respect to the Wet Lease arrangement;

(b) The Wet Lease shall impose no liability or obligation on the Authority, unless otherwise agreed to in writing by the Authority;

(c) For purposes of this Agreement, all actions of (or inaction by) the Wet Lease lessor at or related to the Airport shall be deemed to be those of Airline, regardless of any arrangement between the lessor and Airline; and

(d) Airline shall remain fully liable for all Airline obligations, liabilities and duties under this Agreement (and the Authority shall not be bound by the deletion of any such obligation, liabilities or duties under the Wet Lease).

4.04 Compliance with Laws. Airline shall comply with all applicable laws in the conduct of its business of Air Transportation at the Airport.

4.05 AIP Requirements. Airline shall comply with the AIP Requirements in the conduct of its business of Air Transportation at the Airport. In the event of a conflict between the AIP Requirements and the provisions of this Agreement, the AIP Requirements shall control.

4.06 Maintenance, Development or Improvement of Landing Area. The Authority reserves the right to maintain and further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of Airline, and without interference or hindrance.

4.07 Agreements with and Rights of United States. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the Authority and the United States Government, or any lawful requirement of the United States Government, relative to the development, operation, or maintenance of the Airport. This Agreement shall be subject to whatever right the United States Government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport, or the exclusive or nonexclusive use of the Airport, by the United States Government during the time of war or national emergency or otherwise.

4.08 Reservation of Rights. There is reserved to the Authority, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises and all other areas of the Airport. This public right of flight includes the right to cause within such airspace any noise inherent in the operation of any aircraft used for navigation or flight through such airspace or landing at, taking off from, or operating on the Airport.

4.09 Height Restrictions. Airline shall not erect or permit the erection of any structure or object, nor permit the growth of any tree, on the Premises or elsewhere at the Airport in violation of federal height restrictions and obstruction criteria or any more restrictive height restrictions and obstruction criteria established by the Authority. In the event of a breach by Airline, the Authority may enter upon the Premises or other areas at the Airport to remove the offending structure or object and to cut the offending tree, all of which shall be at the expense of Airline.

4.10 Interference with Aircraft. Airline shall not make use of the Premises or any other areas at the Airport in any manner that might interfere with the landing or taking off of aircraft from the Airport, or which might otherwise constitute a hazard. In the event of a breach by Airline, in addition to all other available rights and remedies, the Authority shall have the right to enter upon the Premises or other areas at the Airport and cause the abatement of such interference, at the expense of Airline.

4.11 Construction of Alterations. In the event any future structure or building is planned for the Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises, Airline shall comply with the notification and review requirements set forth in 14 C.F.R. Part 77.

4.12 Non-Exclusive Rights. This Agreement does not grant Airline any exclusive right or privilege within the meaning of 49 U.S.C. Section 40103(e) with respect to any activity on the Airport; provided, however, Airline shall have the right to exclusive possession of the Exclusive Use Space.

4.13 Airport Security.

(a) Security Requirements. Within 30 days of the Commencement Date, Airline shall submit the following to the Authority as required by the TSA Regulations: (i) Airline's security program; and (ii) a letter confirming insurance coverage.

(b) Unauthorized Access. Airline shall use reasonable precautions to prevent unauthorized persons from gaining access to restricted flight and aircraft operational areas.

(c) Security Checks. Airline shall comply with the TSA's background check requirements, including references and prior employment history, for all Airline employees, agents, representatives, and contractors who have unescorted access to the airfield side of the Airport security fence. Airline shall maintain records of background checks for such persons, and shall make such records available to the TSA and the Authority as may be requested from time to time.

(d) Violations by Airline. Upon receipt of any written notice from the Authority of a violation of the TSA Regulations by Airline, Airline shall promptly engage security personnel or undertake other necessary security procedures as reasonably requested by the Authority to cure such violation. Airline shall pay any fine or penalty imposed on the Authority by the TSA as a result of such violation.

#### 4.14 Special Lift Equipment Requirements.

(a) Equipment. Airline shall acquire and maintain Disability Equipment sufficient to permit Airline to comply with federal and state laws regarding aircraft access by disabled persons. Disability Equipment shall be compatible with the aircraft and the other facilities and equipment used by Airline in its operations at the Airport.

(b) Training. Airline shall train, or cause to be trained, each Airline Party who maintains or operates Disability Equipment so as to assure the safe, proper, and efficient use.

(c) Passengers. Airline shall maintain, operate, and use Disability Equipment and provide all other necessary assistance in connection with boarding and unloading of disabled passengers in accordance with Disability Law. Airline shall use Disability Equipment in accordance with the manufacturer's specifications and in a safe, proper and efficient manner.

4.15 Commercial Ground Handling and Support. Any affiliate, subsidiary company, or third party that provides ground handling and support services to Airline shall be required to execute the Authority's Non-Exclusive License Agreement to Conduct Commercial Aviation Ground Handling and Support Services.

### **ARTICLE V CAPITAL IMPROVEMENTS**

#### 5.01 Review of Capital Improvements.

(a) Report. If the Authority decides to undertake a Capital Improvement, the Cost of which is to be funded by the inclusion of (i) the purchase price, (ii) the construction cost, (iii) the annual debt service on Bonds, or (iv) Signatory Airlines' lease payments, fees for use of the Common Use Space, or landing fees during any subsequent Fiscal Year(s), then the Authority shall submit a report on such Capital Improvement to Signatory Airlines. Such report shall be submitted at least 60 days prior to the expiration of the then current Fiscal Year and shall include the following:

(1) A description of the proposed Capital Improvements, together with Cost estimates and any available preliminary drawings.

(2) A statement of the need for such Capital Improvement.

(3) A statement of the benefits to be derived from such Capital Improvement.

(4) The allocation of the Cost to the various Airport Cost Centers.

(5) The Authority's preferred means of financing the Cost.

(b) Approval Requirement. Except as provided in this Section, Capital Improvements identified in the report specified in paragraph (a) above shall be subject to approval by Signatory Airlines as provided in paragraph (c) below.

(c) Approval Process. In the event approval of a Capital Improvement is not withheld by a Majority-In-Interest of Signatory Airlines in accordance with this paragraph, the Authority may include the Cost for such Capital Improvement in the Rental and the Landing Fee Rate of Signatory Airlines.

(1) First Meeting. Within a reasonable time, but no sooner than 30 days after distribution of the report, the Authority shall convene a meeting of Signatory Airlines for the purpose of discussing and obtaining Signatory Airline's approval. The Capital Improvement shall be deemed approved unless approval is withheld in writing by a Majority-In-Interest of Signatory Airlines within 30 days of such meeting.

(2) Second Meeting. If the Capital Improvement is not approved at the first meeting, the Authority shall have the option to convene a second meeting of Signatory Airlines. Such second meeting shall be held within 45 days after the first meeting, upon notice by the Authority. At the second meeting, the Authority shall respond to questions raised during the first meeting and shall ask for reconsideration of the Capital Improvement. Upon reconsideration, the proposed Capital Improvement shall be deemed approved, unless approval is withheld in writing by a Majority-In-Interest of Signatory Airlines within 30 days of such meeting. If approval is so withheld, such Capital Improvement shall be deferred that Fiscal Year. The Authority may seek Signatory Airlines' approval of such Capital Improvement in a future Fiscal Year by repeating the process set forth in this paragraph.

(d) Small Project Exception. Approval by Signatory Airlines shall not be required in the case of a Capital Improvement if the Cost to be borne by the Authority does not exceed \$1,000,000; provided, however, the total Cost to be borne by the Authority of Capital Improvements not approved by the Signatory Airlines shall not exceed \$2,000,000 in any Fiscal Year. Capital Improvements described in paragraph (e) below shall not be included in making any such computation.

(e) Additional Exceptions. Approval by Signatory Airlines shall not be required in the case of a Capital Improvement, and the Authority may include the Cost of such Capital Improvement in the succeeding Fiscal Year's Rental and Landing Fee Rate for Signatory Airlines, if the Authority shall determine that such Capital Improvement is necessary or prudent to:

(1) Ensure compliance with a requirement of an Agency (exclusive of the Authority).

(2) Permit the continued operation, maintenance, and development of the Airport.

(3) Maintain or create functional capability at the Airport at a level that is required (i) by public health, safety or welfare or (ii) by the Bond Resolution for the security of Bonds.

(4) Satisfy judgments against the Authority rendered by a court of competent jurisdiction.

(5) Repair or replace Airport property damaged by casualty to a condition appropriate for the continued use of such property for its intended purpose.

(6) Acquire land to preserve the Airport or its operations.

5.02 Set Aside. Beginning with the first full Fiscal Year after the Commencement Date, the Authority shall set aside \$3 million in annual general purposes account deposits to allow for routine capital expenditures and other expenditures deemed necessary by the Executive Director. The amount of this set aside shall be increased by 3% each Fiscal Year. This discretionary account shall be funded up to a maximum balance not to exceed the then-current cap and included in the rate base for Signatory Airlines each year.

5.03 Replacement Passenger Terminal Program. As of the date of this Agreement, the estimated cost of the portion of the RPT Program — consisting of: (i) work on the northeast quadrant of the Airport (including construction of the replacement passenger terminal, roadways, parking facilities, apron and service and support facilities) and (ii) the demolition of the existing terminal and parking structure in the southeast quadrant of the Airport — is approximately \$1.25 billion. Airline affirms that it has participated, and it shall continue to participate, in good faith in meetings with the Authority and the RPT Program design-builder with regard to design and cost. Before the Commencement Date, the Authority shall furnish to Airline a report, substantially in the form set forth in Exhibit L, prepared by a consultant retained by the Airport summarizing the funding plan for the RPT Program and a five-year projection of the cost per enplaned passenger for the Airport.

## **ARTICLE VI RENTAL, CHARGES, AND FEES**

### **6.01 Rental.**

(a) Requirement. As rent for the lease of the Exclusive Use Space, Airline shall pay the amounts set forth in this Section (“Rental”).

(b) Monthly Rental. The monthly Rental will equal the following: the number of square feet of space (regardless of type of use) leased to Airline, multiplied by the then-current RPT Base Rate, and then divided by 12 (i.e., the number of months in a year).

(c) Payment. Rental shall be paid to the Authority monthly in advance, on or before the first day of each month, without notice or demand and without deduction or setoff.

(d) Adjustment. Rental shall be subject to adjustment as provided in Article VII.

### **6.02 Common Use Fees.**

(a) Requirement. As compensation for the license to use the Common Use Space, Airline shall pay its share of the amounts set forth in this Section (“Common Use Fees”).

(b) Calculation.

(1) Not later than the last day of each month (including the month following expiration or termination of this Agreement), the Authority shall deliver to Airline an invoice setting forth the Common Use Fees and Airline's share of such Common Use Fees for such month.

(2) The Common Use Fees for any month will equal: the total number of square feet of the Common Use Space, multiplied by the then current RPT Base Rate, and then divided by 12 (i.e., the number of months in a year).

(3) The Common Use Fees for each month shall be allocated among Signatory Airlines according to the Common Use Formula for such month set forth in the respective reports delivered by Airline pursuant to Section 6.03(c)(2) and by other Signatory Airlines pursuant to their respective agreements with the Authority. In the event that any Signatory Airline, including Airline, fails to furnish the Authority with the passenger enplanement report for any month, the Common Use Fees for such month shall be determined by assuming that the total enplanements for such Signatory Airline during such month was the same as during the most recent month for which such figure is available. Any necessary adjustment in such Common Use Fees shall be calculated after an accurate report is delivered to the Authority by the applicable Signatory Airline for the month in question, and resulting surpluses or deficits shall be applied to the Common Use Fees for the next succeeding month after such accurate report is made available to the Authority.

(c) Payment. The Common Use Fees shall be paid to the Authority on a monthly basis, without deduction or set-off, within 15 days following the delivery of the invoice.

(d) Adjustment. Common Use Fees shall be subject to adjustment as provided in Article VII.

### 6.03 Landing Fees.

(a) Requirement. For the use of the facilities of the Airport other than the Exclusive Use Space and the Common Use Space, Airline shall pay monthly landing fees ("Landing Fees").

(b) Landing Fee Rate.

(1) For each Fiscal Year, the Authority shall determine the Landing Fee Rate before the commencement of such Fiscal Year, in connection with the adoption of the related Annual Budget. The projected Landing Fees to be collected by the Authority based on this rate shall be sufficient to provide for the estimated expenses of the Airfield Cost Center (the "Airfield Area Requirement") for the Fiscal Year.

(2) The Airfield Area Requirement for a Fiscal Year shall be calculated by totaling the following amounts:

(A) The estimated maintenance expenses, operating and administrative expenses, capital outlays, replacements, and renewals of the Airfield Cost Center for the Fiscal Year, as reflected in the Authority's Annual Budget.



(B) All amounts required by Bond Resolutions to be paid or set-aside (e.g., interest and principal payments on Bonds, debt service reserve fund deposits, operating reserve deposits) during the Fiscal Year that are allocable to the Airfield Cost Center.

(C) The estimated expense of services, if any, to be provided by the Cities of Burbank, Glendale, and Pasadena to the Airfield Cost Center for the Fiscal Year.

(D) Any Airport Expense, assessment, or charge for the Fiscal Year allocable to the Airfield Cost Center.

(E) Any deficiency in any Special Fund of the Authority, including for the accumulation to, and maintenance of, an amount of unencumbered cash (or cash equivalents) equal to 540 days of the Airport Daily Operating Requirement. Airport Daily Operating Requirement means the dollar amount necessary for the Authority to maintain operation of the Airport for one full day, assuming no revenue.

(F) Any adjustment pursuant to Section 5.01(c).

(G) Any deficit resulting from actual operations of the Airfield Area during the preceding Fiscal Year.

(3) The Airfield Area Requirement for a Fiscal Year shall be net of the following amounts:

(A) Estimated Non-Airline Revenue from the Airfield Cost Center for the Fiscal Year.

(B) Estimated Other Buildings and Area Cost Center net revenue (deficit) for the Fiscal Year.

(C) The amount by which the total Rental and Common Use Fees for the preceding Fiscal Year exceeded the Replacement Passenger Terminal Requirement for such Fiscal Year, as such Replacement Passenger Terminal Requirement was adjusted under Section 7.04(b).

(4) The Landing Fee Rate for a Fiscal Year shall be calculated by dividing the Airfield Area Requirement for such Fiscal Year by the estimated composite Maximum Gross Landing Weight of all Aircraft Arrivals of all Signatory Airlines during such Fiscal Year, as estimated by the Authority, based upon estimates of use provided by the Signatory Airlines; provided, however, the Landing Fee Rate shall not be less than \$.00 per 1,000 pounds.

(c) Calculation.

(1) Airline's Landing Fees for a month shall be the product of the then applicable Landing Fee Rate multiplied by Airline's Total Landed Weight for the month.

(2) Airline shall furnish to the Authority on or before the 20<sup>th</sup> day of each month (including the month following expiration or termination of this Agreement) an accurate report of Airline's operations at the Airport during the preceding month, setting forth the Landing Fees owed for such month. Such report shall include: (A) Airline's total number of Aircraft Arrivals, by type of aircraft and Maximum Gross Landing Weight of each type of Aircraft; (B) the calculation of the Landing Fees for each type of aircraft and a total of the Landing Fees for that month as shown in the space provided on the report form; (C) the total number of Airline's enplaning and deplaning passengers; and (D) the amount, expressed by weight, of Airline's freight, mail and other cargo for such month. The Maximum Gross Landing Weight for each Aircraft Arrival shall be rounded up to the nearest 1,000 pound unit for Landing Fees computation. The current standard form for the report is set forth in Exhibit E. The Authority may change the standard form from time to time.

(3) In the event that Airline fails to furnish the Authority with a report for any month, Airline's Landing Fees for such month shall be determined by assuming that the Total Maximum Gross Landed Weight for Airline for such month was the same as during the most recent month for which such figure is available for Airline. Any necessary adjustment in such Landing Fees shall be calculated after an accurate report is delivered to the Authority by Airline for the month in question, and resulting surpluses or deficits shall be applied to Airline's Landing Fees for the next succeeding month after such accurate report is made available to the Authority.

(d) Payment. Airline shall pay Landing Fees to the Authority, without notice or demand and without deduction or setoff, no later than the first day of the second month following the month of Aircraft Arrivals to which the Landing Fees relate. For purposes of illustration, the Landing Fees for the month of January are due and payable by the following March 1.

(e) Adjustment. The Landing Fee Rate shall be subject to adjustment as provided in Article VII.

6.04 Passenger Facility Charge. Airline agrees to the Authority's imposition of a PFC at the Airport. Airline shall collect from its passengers the funds required by the Authority's PFC program and shall remit the same to the Authority in accordance with PFC Law and the Authority's PFC program.

6.05 Late Charge. Any payment not received from Airline on or before the due date shall be assessed a late charge at the rate of 1.5% per month, in addition to all other remedies available to the Authority with respect to such failure, including the provisions of Article XV. The late charge shall accrue the day after the payment due date and on a monthly basis thereafter.

6.06 Interest on Past Due Payments. Any amount due from Airline that is not paid within 10 days of the due date shall bear interest from the due date until paid at a rate equal to 5% in excess of the prevailing prime rate established by banks located in Los Angeles, California for pricing commercial loans, on the first day of the month during which such payment default begins (but not more than the maximum rate permissible by law); provided, however, that the payment of any late fee or interest pursuant to this Section shall not excuse or cure any default by Airline with respect to its obligations to pay any amount due from Airline.

6.07 Maintenance of Books and Records. Airline shall keep and preserve, during the term of this Agreement and for a period of 24 months following expiration or termination, full, true and accurate books of account and records of all Airline's aircraft landings at the Airport. Airline shall make such books and records available to the Authority's representatives for inspection and audit at the Airport during business hours.

6.08 Acceptance of Payments. The acceptance by the Authority of any payment made by Airline shall not preclude the Authority from verifying the accuracy of Airline's reports or from recovering any additional payment actually due from Airline.

6.09 Furnishing Information. Airline shall, upon request and to the greatest extent possible, furnish the Authority information regarding Airline's current or future operations (including forecasts) at the Airport. Except for consolidated statistics for all airlines, the Authority shall not release such information without first obtaining Airline's consent unless required to do so by law or to facilitate the sale of Bonds.

6.10 Changes in Scheduling. Airline shall, at the earliest date possible, but no later than 15 days prior to any change in schedule, discuss with the Authority its consideration of any changes to its schedule of operations or the type and series of aircraft used at the Airport. Such discussions shall be kept confidential unless disclosure is required by law.

6.11 Inspection and Audit. The Authority shall have the right from time to time to inspect and audit the books, records, and other data of the Airline relating to this Agreement. Audits shall be performed during business hours on reasonable notice and shall be at the Authority's expense except as provided in this Section. In the event that any audit determines that Airline has a deficiency in the amounts due and payable to the Authority, Airline shall pay to the Authority the deficiency so determined within 10 days after receipt of an invoice. In the event that the deficiency is more than 5% of the amounts paid by Airline with respect to the relevant category of charges (i.e., Rental, Common Use Fees, or Landing Fees, or additional rental pursuant to Section 6.12), Airline shall also pay to the Authority the cost of such audit within such 10 day period.

6.12 Additional Rental. The Authority, after reasonable notice to Airline, may cure any default of Airline. Airline shall reimburse all amounts paid or costs incurred by the Authority to cure any such default. Any amounts levied or assessed by the Authority for violations by Airline of the Noise Abatement Rules or the Airport Rules and Regulation shall be payable with the next succeeding installment of monthly Rental due under this Agreement.

6.13 Payments. All reports and payments required to be delivered or paid by Airline to the Authority pursuant to this Agreement shall be delivered to the Authority as set forth in Section 1.01, or to such other place as may be designated by the Authority.

6.14 Taxes.

(a) Airline shall pay all taxes (including any possessory interest tax or personal property tax), assessments, and charges that may be levied against Airline or become a lien by virtue of any levy, assessment, or charge against Airline by any Agency upon or in respect of the Premises or such Airport facilities as are made available for use by Airline, or in respect to or

upon any personal property belonging to Airline situated on the Premises or any of the other Airport facilities. Payment of such taxes, assessments, and charges shall be made by Airline directly to the Agency with jurisdiction.

(b) Airline may, at its own expense, contest the amount or validity of any tax or assessment, or the inclusion of the Premises as taxable or assessable property, directly against the taxing or assessing Agency.

(c) Upon expiration or termination of this Agreement, all lawful taxes then levied, or that constitute a lien upon any of the Premises or such facilities of the Airport as are made available for use by Airline or any taxable interest therein, shall be paid in full by Airline.

## **ARTICLE VII**

### **ADJUSTMENT OF RENTAL, JOINT USE FEES, AND LANDING FEE RATE**

7.01 Effective Date of Adjustments. The Rental, Common Use Fees, and Landing Fee Rate shall be subject to adjustment as provided below. Such adjustments shall be effective on the first day of the Fiscal Year to which they apply, subject to Section 7.07.

7.02 Records of Airport Cost Centers.

(a) The Authority shall maintain accounting records that will reflect the following items for each of the Airport Cost Centers: (i) annual revenues; (ii) maintenance and operating expenses (including administrative expenses); and (iii) any other documented expenses of the Authority incurred for Airport purposes and charged to the Airport.

(b) The Authority shall further maintain records evidencing the allocation of capital funds obtained from the proceeds of Bonds or other capital fund sources to each Airport Cost Center. Included in the allocation to each Airport Cost Center shall be its proportionate share of the expenses of Bond issuance, capitalized interest and funding of Special Funds, determined with reference to the allocation of costs funded through Bonds or other capital fund sources. All state and federal funds received by the Authority with respect to any project or improvement at the Airport shall be deposited into the appropriate Special Fund.

7.03 Reports by the Authority.

(a) At least 120 days prior to the end of each Fiscal Year, Airline shall submit to the Authority, in writing, Airline's composite Maximum Gross Landing Weight forecast for the succeeding Fiscal Year. The Authority shall include in each agreement with other Signatory Airlines a requirement that each such Signatory Airline submit a comparable report.

(b) If all Signatory Airlines have timely submitted such forecasts, at least 60 days prior to the end of such Fiscal Year the Authority shall submit to Signatory Airlines the following reports:

(1) The Authority's proposed Annual Budget for the succeeding Fiscal Year reflecting all estimated Airport maintenance, operating and administrative expenses and all proposed outlays for Capital Improvements at the Airport for the succeeding Fiscal Year which

are not separately scheduled pursuant to Article V. The proposed Annual Budget shall include a statement of estimated Airport Revenue from all sources other than Signatory Airlines.

(2) A schedule of the principal and interest payments to accrue and Coverage to be applicable during the succeeding Fiscal Year in connection with the Bonds.

(3) A schedule of the Capital Improvements proposed for the succeeding Fiscal Year which will impact the Common Use Fees or the Landing Fee Rate.

(4) A preliminary calculation of the Common Use Fees and the Landing Fee Rate for the succeeding Fiscal Year.

(5) The amount proposed to be deposited into the set-aside account established under Section 5.02.

(c) Within 30 days after receipt of each report, a meeting shall be held among the Authority and Signatory Airlines, at which time Airline may present objections which it may have to the items within the applicable report (except objections within the scope of Article V). The Authority shall give due consideration to any suggestions, comments, or requests of Airline but shall retain absolute discretion to make all final decisions with respect to the reports.

(d) Before the beginning of the Fiscal Year, the Authority shall adopt an Annual Budget which shall include any revisions made as a result of the Authority's discussions with Airline regarding the reports relating to such Fiscal Year and as a result of the Authority's budget process. The Authority shall promptly furnish Airline with a copy of such approved Annual Budget together with the calculation of the Rental, Common Use Fees, and the Landing Fee Rate which shall be effective upon commencement of the Fiscal Year.

(e) If an Annual Budget for a Fiscal Year is not adopted by the Authority prior to commencement of such Fiscal Year, the Rental, Common Use Fees, and Landing Fee Rate in effect at the end of the preceding Fiscal Year shall remain in effect until: (i) the new Annual Budget has been adopted by the Authority; and (ii) the Authority has calculated the new Rental, Common Use Fees, and Landing Fee Rate. The new Rental, Common Use Fees, and Landing Fee Rate shall then be effective retroactively to the beginning of such Fiscal Year; provided, however, in the event that all Signatory Airlines submit timely forecasts as required by paragraph (a) above and the Authority does not submit to Signatory Airlines the reports listed in paragraph (b) above at least 60 days prior to the beginning of such Fiscal Year, the new Rental, Common Use Fees, and the Landing Fee Rate shall only be effective retroactively to the date that the Authority does submit the reports or to the start of the Fiscal Year, whichever is later.

#### 7.04 Adjustments of Rental and Common Use Fees.

(a) The Rental and Common Use Fees then in effect shall be subject to adjustment by the Authority in connection with the adoption of each Annual Budget to amounts sufficient to provide for the expenses of the Replacement Passenger Terminal Cost Center (the “Replacement Passenger Terminal Requirement”) for the Fiscal Year to which such Annual Budget relates. Whenever the adjustment calculation involves an estimate, the estimate of the Authority shall be used.

(b) The Replacement Passenger Terminal Requirement for a Fiscal Year shall be calculated by totaling the following amounts:

(1) The estimated amounts for maintenance, operating and administrative expenses, capital outlays, replacements, and renewals of the Replacement Passenger Terminal Cost Center for the Fiscal Year, as reflected in the Authority’s Annual Budget.

(2) All amounts required by Bond Resolutions to be paid or set-aside (e.g., interest and principal payments on Bonds, debt service reserve fund deposits, operating reserve deposits) during the Fiscal Year that are allocable to the Replacement Passenger Terminal Cost Center.

(3) The estimated expense of services, if any, to be provided by the Cities of Burbank, Glendale, and Pasadena to the Replacement Passenger Terminal Cost Center for the Fiscal Year.

(4) An amount determined by the Authority, equal to the total estimated deficit (or, if there is an estimated surplus, the total estimated surplus as a credit) resulting from actual operations of the Parking and Roadway Cost Center for the Fiscal Year.

(5) Any Airport Expense, assessment, or charge for the Fiscal Year allocable to the Replacement Passenger Terminal Cost Center.

(6) Any adjustment pursuant to Section 5.01(c).

(7) Any deficit resulting from actual operations of the Replacement Passenger Terminal during the preceding Fiscal Year.

(c) The Replacement Passenger Terminal Requirement for a Fiscal Year shall be net of the total estimated Non-Airline Revenue from the Replacement Passenger Terminal Cost Center for the Fiscal Year.

#### 7.05 Authority Areas Cost Center.

(a) Except as expressly provided, Airline shall not be liable for any cost or expense incurred in connection with the development, operation, and maintenance of the Authority Areas, and such costs and expenses shall not be a factor in any calculation or adjustment of Rental, Common Use Fees, or the Landing Fee Rate.

(b) The debt service on Bonds allocable to the acquisition by the Authority of those Authority Areas which are designated on Exhibit C as of the Commencement Date shall be taken into account in any adjustment of Rental, Common Use Fees, or the Landing Fee Rate. Debt service on Bonds issued to acquire additional property to be included in the Authority Areas Cost Center shall not be used as a factor in calculating future Rental, Common Use Fees, or Landing Fee Rates unless the Capital Improvement has been approved pursuant to Article V or otherwise agreed to, in writing, by a Majority-In-Interest of Signatory Airlines.

7.06 Disclosure of Financial Statements. For the purpose of keeping Airline informed as to Airport Revenue and Airport Expenses, the Authority shall make available to Airline the annual audit of its financial statements and its statements of revenues and expenses of the Airport. The Authority shall provide information as to the basis for allocation and the distribution of revenues and expenses not set forth in the statement of revenues and expenses or whose allocation is set forth in this Agreement. The Authority shall respond to questions raised by Airline as a result of Airline's review of the statement of revenues and expenses.

7.07 Extraordinary Adjustments of Landing Fee Rate.

(a) If, at any time Airport Revenue is insufficient to pay, when due, all items included in the reports prepared pursuant to this Article, or to pay any other Airport Expense, the Authority may, upon notice to Airline, immediately increase the Landing Fee Rate to such amount as is sufficient to assure that all such items, expenses, and costs shall be paid in full solely from Airport Revenue.

(b) In the event that total Landing Fees of all Signatory Airlines for any quarter vary by more than 10% from the projected total Landing Fees for such quarter, the Landing Fee Rate shall, if deemed necessary by the Authority, be adjusted for the balance of such Fiscal Year by an amount equal to the difference (between projected and actual total Landing Fees) divided by the estimated Maximum Gross Landing Weight of Aircraft Arrivals during the balance of such Fiscal Year.

(c) In the event that actual Airport Expenses exceed the projected Airport Expenses used to calculate the Landing Fee Rate for a Fiscal Year, or if actual Airport Revenue is less than projected Airport Revenue, Airline's proportionate share of the difference shall be charged to Airline's Landing Fee over the remaining billing periods in the Fiscal Year.

## **ARTICLE VIII MAINTENANCE**

8.01 Airline's Responsibilities. Airline shall, at its sole cost and expense and in a manner acceptable to the Authority, perform all of the following:

(a) Maintain the Premises in a neat, clean, and orderly condition free from litter, debris, refuse, petroleum products, or grease that may result from activities of Airline or the Airline Parties.

(b) Remove all oil and grease spillage or other damage that is attributable to Airline's aircraft and other equipment.

(c) Perform ordinary preventative maintenance and ordinary upkeep of all facilities, personal property, and equipment including fixtures, doors, baggage conveyors and belts, floor coverings, ticket counters, and baggage examination and inspection facilities and other facilities within the Premises; provided, however, the Authority, at its own cost and expense, shall maintain the exterior portions of the walls and roof of the Premises and all central mechanical distribution systems in good repair and condition.

(d) Immediately repair any damage occasioned by the fault or negligence of Airline Parties.

(e) Promptly remove Airline's damaged or disabled aircraft from any area of the Airport (including any runways, taxiways, aprons, and gate positions) to such storage areas as may be designated by the Authority, following approval by the National Transportation Safety Board, the FAA, or other Agency having jurisdiction. Airline may store such damaged or disabled aircraft only for such length of time and upon such terms and conditions as may be established by the Authority. Should Airline fail to remove its damaged or disabled aircraft in accordance with this Section, the Authority may cause the removal and storage of such damaged or disabled aircraft, and Airline shall reimburse the Authority for all costs of such removal and storage.

#### 8.02 Authority's Responsibilities.

(a) General. The Authority shall use reasonable efforts to keep, or make appropriate arrangements to keep, Public Areas adequately and attractively supplied, equipped, furnished and decorated, clean and presentable. Except as otherwise expressly provided, the Authority shall provide and supply in Public Areas and other areas of the Airport not otherwise subject to the exclusive use of the Airline or other Signatory Airlines, adequate signage, heat, electricity, light, power, air-conditioning, sewage, water and janitorial services (including waste removal). The Authority also shall provide field lighting, adequate to meet FAA standards, for all landing, taxiing, and ramp areas and also for all vehicular parking areas.

(b) Airline Obligations. The undertakings by the Authority under this Section shall not relieve any Airline Party or users of the Airport, including Airline, of any of their respective duties, obligations or responsibilities to maintain any property or facilities at the Airport or any such Airline Parties' or users' respective duties, obligations or responsibilities to use due care in using Public Areas, Common Use Space, or other areas of the Airport.

#### 8.03 Consortium Responsibilities.

(a) Upon the Authority's prior written approval, Signatory Airlines shall establish a consortium to perform the following tasks at no less than IATA Level of Service "C" requirements:

(1) Operation and maintenance of the Equipment listed in the attached Exhibit I, baggage makeup areas and the inline explosive detection system (portion of which is not maintained by the TSA and subject to funding by TSA to include such system in the Replacement Passenger Terminal).



(2) Operation and maintenance of the CUPPS, CUSS, baggage scales and the electrical charging system for ground equipment that serves the Replacement Passenger Terminal.

(3) Construction, operation, and maintenance of MUFIDS.

(b) Consortium responsibilities shall include: operations; preventative maintenance; repair; replacement; cleaning; spare parts management; and on-call response and service.

8.04 Waiver. The Authority shall not be liable to any Airline Party for loss or damage occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, vandalism, malicious mischief, civil authority or any other cause beyond the reasonable control of the Authority.

## **ARTICLE IX ALTERATIONS AND IMPROVEMENTS**

### **9.01 Construction.**

(a) Airline shall not, without in each instance obtaining the prior written consent of the Authority, which consent may be granted or withheld in the Authority's sole and absolute discretion, construct, install or make any modifications, alterations, improvement, or additions ("Alterations") in, on or to the Premises. Airline shall submit a written request of the proposed Alterations ("Tenant Improvement Request") to the Authority. A current standard form of Tenant Improvement Request is set forth in Exhibit F. The Authority may change such standard form from time to time.

(b) Alterations to the Premises approved by the Authority ("Approved Alterations") shall be subject to conditions imposed by the Authority in its sole discretion. Such conditions may include requirements as to the contractor, time, manner, method, design and construction in which the Approved Alterations shall be done.

(c) No Approved Alterations shall be undertaken until Airline shall have procured and paid for all permits, licenses, approvals and authorizations of all required Agencies having jurisdiction thereof and the Authority's written consent to commence work. Prior to the commencement of any Approved Alterations, Airline shall comply with the Authority's instructions and requirements set forth in the Tenant Improvement Request. All plans shall be subject to the Authority's approval and, when required by the Airport Engineer, shall be prepared, stamped and signed by a State-licensed architect or engineer. Engineers shall be licensed for the particular discipline required.

(d) All work done in connection with any Approved Alterations shall be done at Airline's sole expense and with reasonable diligence, in a good and workmanlike manner, and in compliance with applicable laws. In order to expedite plan review and approval and to ensure that the proposed Approved Alterations will be compatible with the Airport uses, Airline first shall submit to the Authority for approval a schematic or conceptual plan. The Authority shall have the right to inspect and reject any work not done in accordance with the plans and specifications approved by the Authority, and Airline shall immediately repair or remove such

work. Within 30 days following the completion of any Approved Alterations, Airline shall furnish to the Authority a set of “as built” plans and specifications.

(e) Airline’s construction or installation of Approved Alterations shall not extend the term of this Agreement.

9.02 Assignment. Airline assigns to the Authority any and all warranties or guaranties of contractors and subcontractors furnishing labor, materials, equipment, and services in connection with the Approved Alterations, which assignment shall be effective upon the expiration or termination of this Agreement.

9.03 Payment. Airline shall pay, when due, all claims for labor, materials, equipment and services furnished or alleged to have been furnished to or for Airline at or for use in the Premises or any other areas of the Airport, which claims are or may be secured by any lien against the Premises or any other areas of the Airport. In the event any such lien is filed against the Premises or any other areas of the Airport in connection with Approved Alterations, it shall be discharged by Airline, at Airline’s expense, within 10 days after written notice is delivered to Airline. The Authority shall have the right to post such notices of nonresponsibility as are provided for in the mechanics’ lien laws of the State.

9.04 Authority’s Property. Upon the Expiration Date, except for personal property and trade fixtures not permanently affixed to the Premises, all Approved Alterations made by or on behalf of Airline shall become the Authority’s property and shall be surrendered with the Premises, unless the Authority shall elect otherwise not less than 15 days prior to the Expiration Date. In the event of such election, such Approved Alterations made by or on behalf of Airline in the Premises, as the Authority may select, shall be removed by Airline, at its sole cost and expense prior to the Expiration Date, and the Premises shall be restored and repaired to the condition existing as of the Effective Date, subject to reasonable wear and tear, casualty and damage by the elements.

## **ARTICLE X ASSIGNMENT OR SUBLEASE**

### **10.01 Assignment or Sublease.**

(a) Except for any Wet Lease permitted under Section 4.03, or unless previously agreed to in writing by the Authority, Airline shall not voluntarily assign, transfer, sublease, convey, mortgage, grant a security interest in, hypothecate, or otherwise encumber all or any part of Airline’s rights or interest in or to the Premises or this Agreement or take any action which results in any of the foregoing by operation of law. Any attempted assignment, sublease, transfer, conveyance, mortgage, hypothecation, grant of a security interest in, or other encumbrance in violation of this Section shall be wholly void.

(b) The occurrence of any of the following shall be deemed to be a prohibited assignment, sublease, transfer, conveyance, mortgage, hypothecation, grant of a security interest or other encumbrance under this Section.

(1) If Airline is a corporation, any assignment, transfer, conveyance, mortgage, hypothecation, grant of a security interest in or other encumbrance or other event that results, or upon foreclosure would result, in the reduction of the interest of the present shareholders of record (as of the execution of this Agreement) to less than a majority of any class of voting stock of Airline.

(2) If Airline is a partnership, any assignment, transfer, conveyance, mortgage, hypothecation, grant of security interest in partnership interest or other encumbrance or other event that results, or upon foreclosure would result, in the reduction of the profit and loss participation of the present general partners (as of the execution of this Agreement) to less than 51%.

(3) If Airline is a corporation, partnership, trust or other entity, any change in the direct or indirect power to direct or cause the direction of the management and policies of such business or entity

## **ARTICLE XI DAMAGE OR DESTRUCTION**

11.01 Repairable Damage. Should the Premises be damaged by fire or other casualty not caused by any Airline Party, and if the damage is repairable within a reasonable time from the date of the occurrence, the space shall be repaired with due diligence by the Authority; provided, however, the Authority will exert its reasonable effort to provide Airline with temporary substitute space, if available, until such time as the repairs are completed.

11.02 Complete Destruction. Should the Premises be completely destroyed by fire or other casualty, or should they be damaged to such an extent that the damage cannot, in the opinion of the Authority, be repaired within a reasonable time after the occurrence, the Authority shall have the option to terminate this Agreement to the extent that it shall apply to the affected building, rooms or other space. In the event that this Section shall become applicable, the Authority shall advise Airline within 60 days after the happening of any such damage whether the Authority has elected to continue the Agreement in effect as to the space damaged or destroyed or to terminate it. If the Authority shall fail to notify Airline of its election within such 60 day period, the Authority shall be deemed to have elected to terminate this Agreement as to the space damaged or destroyed, and the Agreement shall automatically terminate as to such space 90 days after the occurrence of the damage. If the Authority shall elect to continue this Agreement in effect with respect to such damaged space, it shall commence and prosecute with due diligence any work necessary to restore or repair the space; provided, however, the Authority will exert its reasonable efforts to provide Airline with temporary substitute space, if available.

11.03 Waiver by Airline. Airline waives the provisions of Civil Code Sections 1932, 1933, and 1941 through 1942, and of any other law that is contrary to or relieves the obligations of Airline under this Agreement, or that places upon the Authority obligations in addition to those provided for in this Article.

## **ARTICLE XII INSURANCE**

12.01 Obligation to Maintain Insurance. Airline shall maintain in effect the insurance coverage and limits of liability as provided in this Article (“Required Insurance”). In the event that Airline fails to maintain any of the Required Insurance, the Authority shall have the right (but not the obligation) to obtain some or all of the Required Insurance at Airline’s sole expense. In addition, the Authority, at its election, exercised by delivery to Airline of written notice, shall have the right to maintain some or all of the Required Insurance provided that: (i) the Authority reserves the same right in all new or renewal Airport use agreements; and (ii) the cost to Airline of insurance maintained by the Authority does not exceed the cost of such insurance if obtained by Airline. In the event the Authority elects to maintain some or all of the Required Insurance, either because of Airline’s failure to provide Required Insurance or the Authority’s election to provide some or all of the Required Insurance, Airline shall pay to the Authority its proportionate share of the premiums for all Required Insurance maintained by the Authority within 10 days following the delivery to Airline of each written statement setting forth the amount of such premiums and the applicable premium period.

12.02 Liability and Workers’ Compensation Coverages. Airline shall maintain in effect insurance protecting Airline and each Authority Party from and against claims arising out of, resulting from, or relating to the conduct by Airline of its business of Air Transportation and otherwise relating to Airline’s use of the Airport pursuant to this Agreement as follows:

(a) Comprehensive Airline Liability Insurance. Comprehensive Airline liability covering bodily injury, death, property damage and passenger liability insurance, including war and allied perils coverage under extended coverage endorsement AVN52D or equivalent, airport premises and operations liability, aircraft liability, contractual liability, products and completed operations liability and independent contractors liability, all written on an occurrence basis in an amount not less than \$300,000,000 combined single limit for bodily injury, death, property damage and passenger liability each occurrence and each aircraft, and, with respect to products and completed operations liability, in the annual aggregate, and, provided that Airline has complied with the requirements of subsection (b) below, as respects the coverage provided for bodily injury and property damage under extended coverage endorsement AVN52E or equivalent (war and allied perils coverage), subject to a sub-limit of \$25,000,000 any one occurrence and in the annual aggregate, as respects non-passenger third-party liability only, within the full policy limit and not in addition thereto.

(b) FAA Insurance. So long as the FAA is issuing war risk insurance for aircraft hull, passenger, crew, and third-party liability as representative of the United States of America under 49 U.S.C. Ch. 443, Airline shall obtain and maintain the maximum amount of coverage available to Airline from the FAA or other available sources. During the period that such FAA insurance is available to Airline, the provisions of Section 13.02 shall apply.

(c) Automobile Liability Insurance. Automobile liability insurance covering all owned, non-owned, and hired vehicles written on an occurrence basis in an amount not less than \$5,000,000 combined single limit for each occurrence for bodily injury, death and property damage.

(d) Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance written in accordance with California statutory limits and employer's liability insurance, in amounts not less than the following:

- (1) Bodily injury by accident - \$5,000,000 - each accident
- (2) Bodily injury by disease - \$5,000,000 - policy limit
- (3) Bodily injury by disease - \$5,000,000 - each employee

The employer's liability insurance shall not contain an occupational disease exclusion.

(e) War Risk Liability Coverages. All policies of liability insurance shall include war risk liability extensions.

12.03 Property Insurance. Airline shall maintain in effect property insurance written on an all risk of direct physical loss basis covering Airline's fixtures, tenant improvements and betterments, personal property, and equipment located at the Airport in an amount not less than 100% of the replacement value thereof. The proceeds of such insurance shall be used to repair or replace the insured property. Airline shall also maintain in effect aircraft physical damage insurance (aka hull insurance) covering all aircraft operated by Airline against "All Risks" of loss or damage in an amount not less than 100% of the replacement value thereof.

12.04 Business Interruption Coverage. Airline shall maintain in effect business interruption insurance, insuring against damage or economic loss caused by any interruption of Airline's business of Air Transportation or use of the Airport due to an insured peril in an amount at least equal to the sum of the then current annual Rental, Landing Fees, Common Use Fees, and PFC charges required to be paid by Airline to the Authority.

12.05 Adjustment of Required Insurance. Airline acknowledges that the types and amounts of Required Insurance may become inadequate. Airline shall add such insurance or coverage and increase such minimum limits of liability by such amounts as may be required at any time by the Authority, if the Authority shall adopt a resolution or other written policy requiring such additional insurance coverage or limits of liability from Signatory Airlines.

12.06 Policy Requirements. Each policy of Required Insurance shall be obtained from an insurance company, or pool of multiple insurance companies, each authorized to conduct business in the State and having a rating of not less than A-X in A.M. Best's Insurance Guide or otherwise acceptable to the Authority. Within 10 days prior to the Commencement Date and 10 days prior to policy renewal dates thereafter, Airline shall deliver to the Authority certificates of insurance issued by the insurance companies and evidencing that all Required Insurance has been obtained and is being maintained by Airline, together with copies of endorsements: (i) requiring the insurers to give to the Authority at least 30 days' prior written notice of the cancellation or non-renewal of any Required Insurance; (ii) with respect to the "all risk" property insurance, naming the Authority as a loss payee; (iii) providing that all Required Insurance is primary insurance without right of contribution of any other insurance carried by or on behalf of any Authority Party; (iv) requiring insurers to provide a waiver of subrogation in favor of Authority Parties; and (v) with respect to the comprehensive airline liability, automobile liability

and employer's liability insurance, naming (A) Airline and the Airline Parties as named insureds, and (B) except for workers' compensation insurance, all of the Authority Parties as "additional insureds." Unless otherwise approved in writing by the Authority, the definition of "additional insured" and the coverage of the Authority as an additional insured under Airline's liability insurance policies shall be as provided in the 1997 Insurance Services Office CG 20 10 Additional Insured endorsement. The failure of Airline to provide such certificates of insurance, together with such endorsements, or, if a notice of cancellation or non renewal of any Required Insurance has been delivered to Airline, the failure of Airline to replace the Required Insurance which is the subject matter of such notice of cancellation or non renewal prior to the effectiveness of such cancellation or non renewal, shall in either case constitute a Default Event. In no event shall any Authority Party be responsible or liable for the payment of any premiums for the insurance required to be obtained and maintained by Airline.

12.07 No Limitation of Liability. Airline acknowledges and agrees that the limits of liability provided in the Required Insurance shall in no event be considered as limiting the liability of Airline under this Agreement.

## **ARTICLE XIII INDEMNIFICATION**

13.01 General. In addition to any other claim or indemnity under this Agreement, or by operation of law to which the Authority is entitled to, to the fullest extent permitted by law, Airline shall defend, indemnify, and hold harmless the Authority Parties from and against any and all Claims arising out of, resulting from, relating to, or in connection with this Agreement, the conduct of Airline's Air Transportation business or operations at the Airport, or Airline's use of the Premises or other areas of the Airport by Airline or any Airline Party, including any violation of the Noise Abatement Rules, TSA Regulations, Airport Rules and Regulations, or Disability Law or arising out of, resulting from or relating to any Approved Alteration or other improvement, alteration or facility constructed, installed or made by Airline on the Premises.

13.02 War Risk Indemnification. During the period that the FAA makes available to Airline war risk insurance coverage as described in Section 12.02(b), to the fullest extent permitted by law, Airline shall release, indemnify, defend, and hold harmless the Authority Parties from and against any and all Claims, which in any way arise out of or result from flight activities of Airline, the screening, ticketing, boarding or transporting of passengers by Airline, the use or occupancy by Airline of any space or facilities at the Airport or the performance of services by the Authority for the use or benefit of Airline, including injury to or death of any person, damage to or destruction of any property, real or personal (including property owned, leased, or under the control of Airline), and liability or obligations under or with respect to any violation of law, but in all cases only to the extent that: (i) such Claims are not covered by other insurance of the Authority; and (ii) coverage in the form of war risk insurance under the Airline's insurance policies as required by Sections 12.02(a) and 12.02(c), including extended coverage endorsement AVN52D and/or insurance provided by the FAA as described in Section 12.02(b) is available to Airline. Airline's indemnification obligations shall apply regardless of whether or not the damage, loss or injury complained of arises out of or relates to the negligence (whether active, passive or otherwise) of, or was caused in part by, an Authority Party. Airline's indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits paid or payable by Airline under workers' compensation laws, disability benefits acts or other employee benefit laws or regulations.

13.03 Exculpation of the Authority from Liability. Airline, on behalf of itself and the Airline Parties, waives any and all Claims against the Authority Parties, and the Authority Parties shall not be liable for any Claim arising out of, resulting from, relating to, or in connection with any cause whatsoever, including: (i) latent or patent defects in the construction or condition of the Airport, including any Contamination; (ii) fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Airport; (iii) flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, vandalism, malicious mischief, civil authority or any other cause beyond the reasonable control of the Authority; (iv) breakage, leakage, obstruction or other defects of the pipes, wires, appliances, plumbing, heating, ventilation and air conditioning systems, or lighting fixtures of or serving the Airport; (v) the use of the Airport by any Airline Party, whether such damage or injury results from conditions arising upon the Airport, or from other sources; or (vi) any damage or loss arising from any negligent acts or omissions or willful misconduct of any other tenant, licensee, concessionaire or customer of the Airport or any other person or entity; except to the extent any of the foregoing arises from the gross negligence or willful misconduct by the Authority.

13.04 Survival. Airline's indemnification obligations under this Article shall survive expiration or termination of this Agreement.

## **ARTICLE XIV EMINENT DOMAIN**

14.01 Entire or Substantial Taking. In the event that the Premises or any other portion of the Airport, or so much thereof as to make the balance not reasonably adequate for the conduct of Airline's business of Air Transportation, shall be taken under the power of eminent domain, this Agreement automatically shall terminate as of the date of the vesting of title in such condemning entity.

14.02 Partial Taking. In the event of any taking under the power of eminent domain that does not result in a termination of this Agreement pursuant to Section 14.01, the Authority and Airline shall each, at its own expense, promptly modify the Premises or remaining portion of the Airport for which they are obligated hereunder, so that it will as much as reasonably possible serve the same function as before, and this Agreement shall continue in full force and effect.

14.03 Awards. Any award for any taking of all or any part of the Premises or any other areas of the Airport under the power of eminent domain shall be the property of the Authority, whether or not such award shall be made as compensation for diminution in value for the taking of the fee. This Section shall not be deemed to preclude Airline from obtaining, or as giving the Authority any interest in, any award to Airline for loss of or damage to Airline's trade fixtures and removable personal property or damages for cessation or interruption of Airline's business. In determining the value of Airline's business, all goodwill attributable to the location of the business shall belong to the Authority and Airline's business shall be valued based solely upon its operating results.

14.04 Condemnation by the Authority. Nothing in this Agreement shall impair, limit or otherwise affect the power of eminent domain of the Authority or the exercise of such power by the Authority.

## **ARTICLE XV DEFAULT AND REMEDIES**

15.01 Default Events. Each of the following shall constitute a Default Event:

(a) (i) The voluntary or involuntary appointment of a receiver, trustee or liquidator to take possession of all or substantially all of the assets of Airline when such appointment is not dismissed, terminated or vacated in 60 days; or (ii) a general assignment by Airline for the benefit or protection of creditors; or (iii) Airline's admission of its inability to pay its debts as they become due; or (iv) any action taken against or suffered by Airline under any statute relating to insolvency, bankruptcy, reorganization, arrangement, composition, liquidation, dissolution or other relief for debtors; unless, in the case of an involuntary petition filed against Airline to have Airline adjudged a bankrupt or for reorganization or arrangement, the petition is dismissed within 60 days.

(b) Any attachment, execution, distraint, judicial seizure, or other process of law pursuant to which Airline's rights or interest in the Premises or this Agreement may be taken, occupied or used by anyone other than Airline, when such attachment, execution, distraint, judicial seizure, or other process of law shall not be released, dismissed or stayed within 90 days.

(c) An attempted or purported assignment, sublease, transfer, conveyance, mortgage, grant of security interest, hypothecation or other encumbrance of all or any part of Airline's rights or interests under this Agreement or in the Premises in violation of Article X.

(d) Vacation or abandonment of the Premises or of possession of the Premises, except in conjunction with the exercise by Airline of any express right of Airline to terminate this Agreement.

(e) The failure by Airline to cure a violation of the Security Requirements within 30 days of Airline's receipt of the notice described in Section 4.13(d).

(f) The failure by Airline to pay any amount when due, where such failure to pay within 10 business days following receipt of the Authority's notice; provided, however, that after two instances notice shall not be required and such a failure shall immediately constitute an Event of Default.

(g) Any violation by Airline of a provision of Article XII.

(h) The failure by Airline to maintain in effect all licenses, permits, approvals, authorizations and registrations required by law.

(i) The failure by Airline to comply with the Airport Rules and Regulations within 30 days of Airline's receipt of the notice of such violation.



(j) Any violation by Airline of the Noise Abatement Rules; provided, however, that Airline may cure any such default within 24 hours after written notice by the Authority to Airline of such default, or, if the cure of such default is not in the opinion of the Authority reasonably susceptible to cure within 24 hours, Airline may cure such default within 20 days of the delivery of such written notice of default.

(k) The failure by Airline to notify Authority of a violation of Environmental Law by Airline or any of its agents or employees, after Airline obtains knowledge of such violation.

(l) The failure by Airline to replenish the Security Deposit within 10 business days of Airline's receipt of the notice described in Section 25.02.

(m) (i) The occurrence of any non-curable default in the keeping or performance of any provision of this Agreement to be kept and performed by Airline other than those described in subsections (a) through (1) of this Section, or (ii) failure to remedy any curable default in the keeping or performance of any other provision of this Agreement to be kept and performed by Airline other than those described in subsections (a) through (1) of this Section (A) within a period of 30 days after the delivery to Airline of written notice of such default (or, in the event such curable default is of such a nature as to reasonably require more than 30 days to cure, if Airline shall fail to commence such cure within such time or thereafter fails diligently to prosecute the same to completion), or (B) immediately in the event of an emergency.

(n) The occurrence and continuation of any default, breach or non-performance by Airline under this Agreement or any other written agreement between the Authority and Airline, or by Airline or Sub-Contractor under the Equipment Maintenance Agreement, after giving effect to any applicable grace period, notice requirement or opportunity to cure such default, breach or non-performance.

15.02 Remedies. Upon the occurrence and continuance of any Default Event by Airline, the Authority may:

(a) Terminate Airline's right to possession of the Premises by notice to Airline, in which case this Agreement shall terminate and Airline shall immediately surrender possession of the Premises to the Authority. In such event, the Authority shall be entitled to recover from Airline:

(1) The unpaid amounts (including late charges and interest) payable by Airline under this Agreement which have accrued to the date of termination;

(2) The worth at the time of termination of the Rental which would have accrued under this Agreement from the date of termination until the Expiration Date less the worth at the time of termination of the amount of such Rental loss that Airline proves could have been reasonably avoided; and

(3) Any other amount necessary to compensate the Authority for all damages and losses proximately caused by Airline's failure to perform its obligations under this Agreement including the cost of recovering possession of the Premises, expenses of reletting (including advertising), brokerage commissions and fees, costs of putting the Premises in good

order, condition and repair, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, court costs, all costs for maintaining the Premises, all costs incurred in the appointment of and performance by a receiver to protect the Premises or the Authority's interest under the Agreement and any other reasonable cost.

(b) Pursue any other remedy now or hereafter available to the Authority under the laws of the State, including the remedy provided in Civil Code Section 1951.4, to continue this Agreement in effect and enforce all rights and remedies under this Agreement, including the right to recover amounts payable by Airline hereunder as it becomes due, even though Airline has breached this Agreement and abandoned the Premises or failed to take possession of the Premises upon tender thereof by the Authority. In the event Airline fails to take possession of the Premises and commence payment of amounts due, the Authority shall have all of the rights and be entitled to recover from Airline all of the damages described in this Section.

(c) If the Authority terminates this Agreement pursuant to paragraph (a), unless and until removed in accordance with Section 2.05, take exclusive possession of all of Airline's fixtures, furniture, equipment, improvements, additions, alterations and other personal property on the Premises or other areas of the Airport, and to use the same, without rent or charge, until all defaults are cured, or, at its option, to require Airline to forthwith remove to same.

(d) The "worth at the time of termination" of an amount referred to in Section 15.02(a)(2) shall be computed by discounting such amount at one percentage point above the discount rate of the Federal Reserve Bank of San Francisco at the time of termination.

15.03 Waiver. Airline waives all claims and demands against the Authority for damages or loss arising out of or in connection with any re-entering and taking possession of the Premises.

15.04 Waiver of Redemption. In the event of the lawful exercise by the Authority of any one or more of its rights and remedies hereunder, Airline waives any and all rights of redemption or relief from forfeiture under Code of Civil Procedure Section 1174 or 1179, or granted by or under any present or future laws, and further releases the Authority from any and all claims, demands and liabilities by reason of such exercise by the Authority.

15.05 Cumulative Remedies. The various rights and remedies reserved to the Authority shall be cumulative, and, except as otherwise provided by law, the Authority may pursue any or all such rights and remedies, whether at the same time or otherwise, and no single right shall be deemed to be exclusive of any of the other or of any right or remedy allowed by law or in equity. No delay or omission of the Authority to exercise any right or remedy shall be construed as a waiver of any such right or remedy or waiver of any Default Event.

15.06 Performance of Airline's Covenants by the Authority. In the event that Airline at any time fails to make any payment or perform any other act under this Agreement, the Authority shall have the right, but not the obligation, immediately or at any time thereafter, without notice or demand and without waiving any right or releasing Airline from any obligation to the Authority, to make such payment or perform such other act for the account of Airline, to the extent the Authority may deem desirable. In connection therewith, the Authority may pay reasonable expenses and employ counsel in instituting, prosecuting or defending any action or

proceeding under this Agreement. All sums so paid by the Authority and all expenses incurred in connection therewith, together with interest thereon at the annual rate specified in Section 6.06, shall be payable to the Authority on demand.

15.07 Excuse of Performance by the Authority. The Authority shall be under no obligation to observe or perform any covenant of this Agreement on its part to be observed or performed for the benefit of Airline, which accrues after the date of any Default Event, unless and until such Default Event is cured by Airline or waived by the Authority.

15.08 Default by the Authority. The Authority shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation for 30 days following the delivery by Airline to the Authority of written notice specifying the obligation the Authority has failed to perform; provided, however, in the event that the nature of the Authority's obligation is such that more than 30 days are required for its performance, the Authority shall not be deemed to be in default if it shall commence such performance within such 30 day period and thereafter diligently prosecutes the same to completion. In the event of the Authority's default under this Agreement, subject to the notice and cure provisions described above in this Section, Airline's sole remedy shall be to terminate this Agreement with no further obligation or liability by either party.

## **ARTICLE XVI ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION**

### **16.01 Hazardous Substances and Environmental Compliance.**

(a) Airline shall carry no Hazardous Substances onto the Airport that are not permitted by law to be carried by passenger aircraft except those items required to maintain Airline's aircraft.

(b) Airline shall comply with all Environmental Law and shall not engage in any activity on or about the Airport that violates any Environmental Law. In conducting its operations and maintenance on the Airport, Airline shall comply with such regulations regarding the storage, distribution, processing, handling, and disposal, including Storm Water discharge requirements, of Hazardous Substances including gasoline, aviation fuel, jet fuel, diesel fuel, lubricants and/or solvents, regardless of whether the obligation for such compliance is placed on the owner of the land, owner of the improvements or user of the improvements.

(c) Airline shall at its own expense take all investigatory and remedial action required or ordered by any Agency or Environmental Law for clean-up and removal of any Contamination caused by Airline or an Airline Party.

(d) Airline shall not allow or cause the entry of any Hazardous Substances under its control into the Airport Storm Water drainage system unless authorized by Environmental Law and the Airport's Storm Water discharge permit. Airline shall not allow or cause the entry of any unauthorized Non-Storm Water Discharge that is under its control into the Storm Water drainage system of the Airport or into the Storm Water drainage system of any of its surrounding communities, unless such substances are first properly treated by equipment installed with the approval of the Authority for that purpose, and Airline complies with recommendations made by

the State and/or federal Environmental Protection Agency and the Airport's Storm Water discharge permit requirements. Airline shall bear all costs and any other expenses related to the prohibited entry of such oil, fuel or other Hazardous Substances into such drainage systems prohibited by Environmental Law.

(e) Airline shall provide all notices required pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code Section 25249 et seq. Airline shall provide prompt written notice to the Authority within five days of receipt of all written notices of violation of any Environmental Law received by Airline.

#### 16.02 Environmental Indemnification.

(a) To the fullest extent authorized by law, the Airline shall indemnify, defend, and hold harmless the Authority Parties from and against any and all Environmental Law Claims arising out of any actions by the Airline, the Airline's operations at the Airport or any action arising from and which involve any Airline Party, including the following:

(1) Airline's placing, disposing, allowing or releasing of Hazardous Substances upon or within the Airport including any such claims, demands, liabilities and/or obligations related to Airline's release of Hazardous Substances on the Airport since the time Airline first occupied the Airport.

(2) Airline's release of Hazardous Substances upon or within the Airport.

(3) Airline's violation of any Environmental Law, except that Airline's obligations under this paragraph shall not extend to known conditions that are, as of the date of this Agreement, the subject of investigation and remediation by Lockheed or others, or remediation conditions that arise from operations of third parties that are not affiliated with Airline that take place off of the Airport. A party shall be deemed to be affiliated with Airline if it is an employee, officer, director, agent, subtenant, contractor or subcontractor of Airline or if it is controlled by, or under common control with, Airline.

(4) Airline's causing or allowing any prohibited discharge into the Airport Storm Water drainage system that is prohibited by Section 16.01.

(b) This indemnification includes reasonable attorney's fees/costs and other costs incurred by the Authority in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Agency because of any Hazardous Substances being present in the soil or groundwater under the Airport. However, Airline's indemnity obligation shall not apply in the event of any claims for any loss, damage or expense arising from the sole or active negligence or willful misconduct of the Authority or agents, servants or independent contractors who are directly responsible to the Authority.

(c) In the event the indemnitees described hereinabove are named as defendants or respondents in any lawsuit or administrative proceeding, Airline shall, at the request of the Authority, represent the indemnitee with qualified counsel that the Authority determines, in its sole and exclusive discretion, is acceptable, unless the Authority, at its sole and exclusive discretion, undertakes legal representation, in which event the Airline shall reimburse the

Authority for the reasonable costs incurred by it in defending such lawsuit or administrative proceeding, including reasonable attorney's fees, expert and consultant's fees, and investigative and court costs.

(d) In the event that a monetary judgment is awarded against the Authority and the Airline because of the concurrent negligence of the Authority and the Airline or their respective officers, subcontractors, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

(e) The rights and obligations of the parties set forth in this Article shall survive expiration or termination of this Agreement.

#### 16.03 Disclosure.

(a) Airline shall keep sufficient records such that, within 15 days of the Authority's written request, Airline shall submit to the Authority the following documents: (i) an inventory or list of all compounds or products that contain Hazardous Substances which were used, stored or disposed of by each Airline Party on or about the Airport during the prior year, (ii) all Material Safety Data Sheets for such compounds or products containing Hazardous Substances, (iii) an estimate of the quantity or volume of such products or compounds used, stored or disposed of on or about the Airport during the prior year, and (iv) copies of all hazardous waste manifests for wastes generated on the Airport and sent offsite for treatment, storage, disposal or recycling.

(b) Delivery of Documentation. Airline shall deliver to the Authority true and correct copies of the following documents related to compliance with Environmental Law concurrently with the receipt from or submission to an Agency: (i) permit applications; (ii) permits and approvals; (iii) notices of violations of Environmental Law and Airline's responses thereto; (iv) environmental assessments, and (v) any other documents related to compliance with Environmental Law that the Authority may reasonably request from time to time.

(c) Notice. If any Airline Party is required by law to give notice to any Agency about any Contamination, Airline shall immediately give notice of such Contamination to the Authority's Director of Noise and Environmental Affairs or such other person as may be designated by the Authority. Notice shall be provided immediately by telephone at (818) 840-8840 and shall be confirmed by written notice not later than the next business day. This obligation to notify the Authority shall also extend to any personal injuries or property damage to third parties resulting directly or indirectly from such Contamination. If Airline becomes aware of the presence of or use of any Hazardous Substances not authorized in accordance with the terms of this Agreement, or of any Contamination not subject to the notification provisions of the first sentence of this Section, Airline shall immediately give written notice of such condition to the Authority to the extent required by Health and Safety Code Section 25359.7.

16.04 Annual Site Investigation. Without limiting its other rights with respect to the Premises, the Authority shall have the right, but not the obligation, to conduct annually an environmental inspection and assessment of the Airport during each year of the term of this Agreement, and to utilize the services of an environmental consultant or consulting firm for such inspection and

assessment. Airline shall pay its share (as determined by the Authority) of the reasonable cost of each such annual inspection of the Airport. If the environmental inspection and assessment of the Airport discloses the existence of any Airline Contamination, Airline shall take any and all action as provided in Section 16.01. In the event that the Authority elects not to conduct an annual environmental inspection and assessment, or if the Authority's environmental inspection and assessment fails to discover or disclose any Airline's Contamination, Airline shall not be excused from performing its obligations or relieved from liability to the Authority under this Article.

**16.05 Air Quality Improvement Plan.** Airline shall comply with the following provisions of the Authority's Air Quality Improvement Plan:

(a) **Ground Support Equipment Emissions Policy.** Airlines and other entities own and operate GSE to support arriving, departing, and parked aircraft at the Airport. The Authority's GSE policy will ensure that the Authority achieves airport-wide GSE emissions targets. Airline will use commercially available efforts to achieve an airport average composite emissions factor for its GSE fleet which is equal to or less than 1.66 horsepower-hour of nitrogen oxides (g/hp-h of NO<sub>x</sub>) by January 1, 2023, and 0.74 g/hp-h of NO<sub>x</sub> by January 1, 2031. Upon achieving the 2023 and 2031 emissions targets, Airline shall be required to ensure its fleet average continues to meet the Airport emissions targets. Airline's obligation to meet the 2031 target shall be contingent on the installation of adequate infrastructure to support zero-emission GSE, which is operationally feasible and commercially available. Airline's "Burbank Airport GSE fleet" shall be comprised solely of GSE operated at the Airport. Emissions performance of GSE operating at the Airport cannot be averaged with emissions performance of GSE operating at other airports to demonstrate compliance with the Airport GSE emissions targets.

(b) **Clean Construction Policy.** The Authority has adopted a Clean Construction Policy, which may be accessed/found at <http://hollywoodburbankairport.com/green-initiatives/>. For all Airport capital improvement projects undertaken by Airline, Airline shall comply, and shall cause its contractors to comply, with such Clean Construction Policy, and shall otherwise ensure its contractors follow clean construction policies to reduce emissions of NO<sub>x</sub> such as using low-emission vehicles and equipment, recycling construction and demolition debris, and minimizing non-essential trips through better schedule coordination.

(c) **Burbank Airport Employee Ride Share Policy.** The Authority has joined the BTMO, which serves all Airport employees and all Airport tenant employers, including employers with less than 250 employees. Airline is encouraged to also join and to actively participate in the BTMO as an individual member.

## **ARTICLE XVII**

### **NO OBLIGATION TO PROVIDE UTILITIES OR SERVICES**

**17.01 The Authority Not Responsible.** Airline acknowledges that the Authority has no obligation to provide utilities or services to the Exclusive Use Space. Airline shall comply with all rules, regulations and other requirements which any provider or supplier of utilities or services may establish for the use, proper functioning and protection of any such utility or service.

17.02 Fire and Security. The Authority is not obligated to Airline to furnish any fire fighting services or security services for the Premises or other areas of the Airport. Airline acknowledges that the Airport are within the municipal service areas of the City of Burbank and the City of Los Angeles.

## **ARTICLE XVIII PUBLIC AREAS**

18.01 Public Areas. Airline Parties shall be entitled to use all Public Areas located in the Terminal Building, including waiting rooms, restrooms and toilet facilities, in common with the Authority and with other persons authorized by the Authority from time to time to use such facilities.

18.02 Restrictions on Use. The Authority reserves the right, in its sole and absolute discretion, to make changes at any time and from time to time in the size, shape, location, number and extent of Public Areas, or any of them, and specifically further reserves the right to designate portions of Public Areas for the exclusive or non-exclusive use of certain tenants concessionaires, licensees, vendors and other users of the Airport.

18.03 Parking. Notwithstanding that the Authority may lease motor vehicle parking spaces to employees of Airport tenants as such parking spaces may be available, it is expressly understood and agreed that the Authority is not responsible or obligated to provide Airline or Airline Parties with any motor vehicle parking spaces within the Airport or otherwise, as an appurtenance to this Agreement. Airline shall be solely responsible for arranging any and all necessary motor vehicle parking incidental to this Agreement.

## **ARTICLE XIX SUBORDINATION**

19.01 Subordination. This Agreement is subject and subordinate to all mortgages, deeds of trust, bond indentures, liens, encumbrances and other security interests now or hereafter affecting the Premises or any other areas of the Airport, and to all renewals, modifications, replacements, consolidations and extensions thereof (“Senior Lien” and the holder thereof being a “Senior Lienholder”). Airline shall execute and deliver to the Authority or any other party requiring confirmation of such subordination, within ten calendar days following receipt of a request for such confirmation, any and all documents which may be required to effectuate such subordination. Airline further agrees that this Agreement shall be amended, modified or supplemented in accordance with the reasonable requirements of a Senior Lienholder, so long as such amendment, modification or supplement does not alter the rights or duties of Airline under this Agreement and that Airline’s written consent to any such amendment, modification or supplement shall not be unreasonably withheld or delayed. Airline shall give prompt written notice to each Senior Lienholder of which Airline has written notice, of any default of the Authority, and Airline shall allow such Senior Lienholder a reasonable length of time (in any event, not less than 30 days from the date of such notice) in which to cure such default.

19.02 Attornment. Subject to the terms of any nondisturbance agreement between Airline and a Senior Lienholder, in the event that any Senior Lien is foreclosed, Airline, with and at the

election of the purchaser or, if there is no purchaser, with and at the election of the holder of the fee title to the Premises or any other area of the Airport, agrees to (i) enter into a new Airport use agreement for the remainder of the term of this Agreement with substantially the same provisions or (ii) attorn to the purchaser and recognize the purchaser as the Authority under this Agreement, provided such purchaser agrees to assume in writing all obligations of the Authority under this Agreement.

19.03 Subordination to Bond Resolution. Without limiting any of the foregoing:

- (a) This Agreement is made subject and subordinate to each Bond Resolution.
- (b) In conflicts between this Agreement and any Bond Resolution, such Bond Resolution shall govern.
- (c) So long as any Bonds secured by a Bond Resolution are outstanding, all Airport Revenue, including interest income, shall be deposited, maintained, and paid as set forth in such Bond Resolution.

## **ARTICLE XX QUIET ENJOYMENT**

Upon payment of all the amounts due hereunder and the observance and performance by Airline of all the provisions on Airline's part to be observed and performed pursuant to this Agreement, Airline may peaceably and quietly enjoy the Exclusive Use Space, subject to the provisions of this Agreement and to any mortgages, deeds of trust, bond indentures, security interests, liens and other encumbrances secured by the Airport or its revenues.

## **ARTICLE XXI AIRPORT RULES AND REGULATIONS**

Airline shall comply with the Airport Rules and Regulations. Airline acknowledges that the Airport Rules and Regulations are available on the Authority's webpage ([hollywoodburbankairport.com](http://hollywoodburbankairport.com)), and Airline may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Airline or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines. The Authority shall not be responsible to Airline for the nonperformance of any other airline, tenant, occupant, licensee, concessionaire or user of the Airport of any of the Rules and Regulations.

## **ARTICLE XXII CONFIDENTIAL INFORMATION**

22.01 Prohibition Against Disclosure. Each party covenants and agrees, for itself and its employees, agents, representatives and contractors, that, except as provided in Section 22.02, such party and its employees, agents, representatives and contractors shall maintain and keep in strict confidence and shall not disclose to any other person or entity any Confidential Information relating to the other party or the other party's business or properties. Each party acknowledges and understands that legal remedies may not be adequate in connection with a breach of the



provisions of this Article, and, therefore, each party consents to injunctive relief in connection with the enforcement of this Article.

22.02 Permitted Disclosures. Notwithstanding the provisions of Section 22.01, each party shall have a right to disclose Confidential Information (i) to such party's officers, employees, agents, representatives, contractors and consultants as may be necessary in connection with the performance of this Agreement and of such persons' duties; (ii) in connection with litigation, including in response to discovery requests; (iii) in connection with any applicable law or any Agency, including any and all notices, plans or other documents required to be filed with any regulatory agency; (iv) in connection with the California Public Records Act; (v) in connection with the issuance by the Authority of Bonds; (vi) in connection with the Authority's application for or compliance with the requirements of any funding program, grant or other financing; (vii) in connection with the preparation and issuance of financial statements of such party; or (viii) as otherwise is required by law.

22.03 Exclusion from Definition. Notwithstanding the provisions of Section 22.01, the term "Confidential Information" shall not include any information relating to a party to the extent that the information: (i) was already known by the other party at the time of disclosure to the other party; (ii) is or becomes publicly available through no fault of the other party; or (iii) is disclosed by the other party to a third party, provided that at the time of such disclosure such third party was lawfully in possession of such information.

22.04 Survival. The provisions of this Article shall survive expiration or termination of this Agreement.

## **ARTICLE XXIII COVENANT NOT TO GRANT MORE FAVORABLE TERMS**

23.01 Authority Covenant. The Authority covenants and agrees not to enter into any lease, contract or any other agreement with any other certificated air carrier containing more favorable terms than this Agreement, or to grant to any certificated air carrier engaged in Air Transportation, rights, privileges or concessions with respect to the Airport which are not accorded Airline under this Agreement, unless the same rights, terms and privileges are concurrently made available to Airline; provided, however, this covenant shall not extend to Exclusive Use Space, or any leases, contracts or other agreements in effect as of the date hereof with any other certificated air carrier or to any leases, contracts or other agreements with any carrier operating only aircraft of less than 30,000 pounds gross weight.

23.02 Agreement with Other Aircraft Operator. In the event that any aircraft operator shall undertake any operation at the Airport for Air Transportation, the Authority shall require, to the extent legally permissible, such other aircraft operator to execute and deliver an agreement, permit, lease or contract with the Authority providing for:

(a) The payment of landing fees at rates and on such other terms and conditions as are not less than those rates or terms and conditions currently in effect for the Signatory Airlines;

(b) The payment of rental for any space leased from the Authority in the Terminal Building at rates not less than those rates then payable by the Signatory Airlines for similar space

or, if space has been constructed by the Authority for such operator, then at rates that compensate the Authority for the cost of providing, maintaining, operating and administering such space over the term of the agreement with such operator;

(c) The payment for the use by such aircraft operator for all common leased areas and operating costs of all baggage handling or passenger service systems, calculated and billed to such operator as in the case of the Signatory Airlines; and

(d) The rent and landing fees for such aircraft operator shall be at least 135% of the rates payable by the Signatory Airlines; and in any event, the landing fees payable by such aircraft operator shall not be less than \$1.56 per 1,000 pounds of Maximum Gross Landing Weight.

## **ARTICLE XXIV AIRLINES COMMITTEE**

24.01 Airline Representative. With respect to all matters required or permitted hereunder to be approved by the Signatory Airlines or a Majority-In-Interest, and further with respect to any other matter arising pursuant to this Agreement, Airline appoints and will continue to permit a representative to act in its behalf. Such person is and shall be Airline's designated representative on the AAAC.

24.02 Approval. Whenever in this Agreement approval of an act, thing or document is required or permitted by a Majority-In-Interest of Signatory Airlines, such act may be taken, such thing may be done or such document shall be considered approved if a Majority-In-Interest as certified by the then Chairman of the AAAC, has not objected in writing. The Authority, Signatory Airlines, and all affected third parties may rely upon such approval as conclusively binding on Airline.

## **ARTICLE XXV SECURITY DEPOSIT**

25.01 Security Deposit.

(a) To guarantee the faithful performance by Airline of its obligations under this Agreement and the payment of all rentals, fees and charges due hereunder, Airline shall deposit with the Authority on the Commencement Date an irrevocable letter of credit, surety bond or cash ("Security Deposit") in the amount equal to three times the estimated monthly Rental and Landing Fees due during the first full Fiscal Year after the Commencement Date, as determined by the Authority. The Authority may use the Security Deposit to pay delinquent rentals, fees and other charges payable by Airline hereunder (including PFCs) in order to ensure prompt payment thereof. Airline shall be obligated to maintain such Security Deposit during the term of this Agreement.

(b) If the Security Deposit shall be in the form of an irrevocable letter of credit or surety bond, then such Security Deposit shall be in a form and with a company reasonably acceptable to Authority and licensed to do business in the State. In the event that any such Security Deposit shall be for a period less than the full period required by this Section or if the

Security Deposit shall be canceled, Airline shall provide a renewal or replacement Security Deposit for the remaining required period at least 60 days prior to the date of the expiration or cancellation of such Security Deposit and it shall contain a provision allowing for a draw on the then Existing Security Deposit if a renewal or replacement is not provided by such date.

(c) The Authority shall not pay interest on the Security Deposit and shall not be required to keep the Security Deposit separate from its other funds and accounts. If Airline shall have fully performed all terms and conditions of this Agreement, any cash constituting the Security Deposit shall be paid to Airline no later than 30 days after the Expiration Date, without interest; provided, however, if the provisions of Section 2.04 apply, the Authority shall retain such Security Deposit.

**25.02 Continuing Obligation.** The obligation of Airline to provide and maintain the Security Deposit mentioned above shall be a continuing obligation in the nature of a payment obligation. In the event Authority is required to draw down or collect against Airline's Security Deposit for any reason, Airline shall, within 10 business days after Authority's written notice to Airline of such draw down or collection, take such action as may be necessary to replenish the existing Security Deposit to its original amount or to provide additional or supplemental Security Deposit from another source so that the aggregate of all Security Deposits is equal to the required amount. The Authority shall not be barred from drawing down or collecting against Airline's Security Deposit by: (i) the insolvency of Airline; (ii) the election of Airline to take the benefit of any present or future insolvency statute; (iii) a general assignment by Airline for the benefit of creditors; or (iv) any action of Airline to seek a reorganization or the readjustment of its indebtedness under any law including the filing by Airline of a voluntary petition of bankruptcy or the institution of proceedings against Airline or the adjudication of Airline as bankrupt.

## **ARTICLE XXVI MISCELLANEOUS**

**26.01 JPA Supermajority Vote Requirement Incorporation.** The Supermajority Vote requirements of Section 2.3.5 of the Authority's governing Amended and Restated Joint Exercise of Powers Agreement, which apply to certain decisions of the Authority Commission, are incorporated by reference.

**26.02 Depreciation / Tax Credit Claim Waiver.** Airline hereby makes an irrevocable election (binding on itself and all successors in interest, if any) that it will not claim depreciation or investment tax credits with respect to any of the property being leased hereunder.

**26.03 Offset Statement.**

(a) Airline shall from time to time, upon not less than 10 days' prior written notice from the Authority, execute, acknowledge and deliver to the Authority a statement in writing:

(1) Certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect).

(2) Setting forth the dates to which the Rental, Common Use Fees, Landing Fee and other charges, if any, are paid.

(3) Acknowledging that there are not, to Airline's knowledge, any uncured defaults on the part of the Authority hereunder (or specifying such defaults if any are claimed).

(b) Any such statement may be relied upon by any encumbrancer of the Premises or any other areas of the Airport. Airline's failure to deliver such statement within such time shall be conclusive evidence upon Airline that:

(1) This Agreement is in full force and effect, without modification except as may be represented by the Authority;

(2) There are no uncured defaults in the Authority's performance; and

(3) Not more than one month's installment of the Rental, Common Use Fees or Landing Fee has been paid in advance.

26.04 Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed in Section 1.01, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

26.05 Recording. Airline shall not record this Agreement without the prior written consent of the Authority. In the event the Authority consents to recordation of this Agreement or a memorandum thereof, any documentary transfer taxes shall be paid by Airline.

26.06 Governing Law. This Agreement shall be governed by and construed pursuant to the law of the State of California.

26.07 Attorney Fees. In the event of any action or proceeding (including any bankruptcy proceeding) to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorney fees and costs.

26.08 No Waiver. No waiver of any breach or default shall be construed as a continuing waiver of any provision or as a waiver of any other or subsequent breach of any provision contained in this Agreement. The waiver by either party of any provision of this Agreement shall not be deemed to be a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. The Authority's consent to any act by Airline requiring the Authority's consent shall not be deemed to render unnecessary the obtaining of the Authority's consent to any subsequent act by Airline, whether or not similar to the act so consented. The subsequent acceptance by the Authority of any amount due from Airline hereunder shall not be deemed to be

a waiver of any preceding breach or Default Event by Airline of any provision of this Agreement, other than the failure of Airline to pay the particular amount so accepted, regardless of the Authority's knowledge of such preceding breach at the time of acceptance of such amount. No waiver on the part of the Authority with respect to any provision of this Agreement shall be effective unless such waiver is in writing.

26.09 Nonliability of Individuals. No commissioner, councilman, director, officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

26.10 Generally Accepted Accounting Principles. Whenever any report or disclosure referred to in this Agreement consists, either in whole or in part, of financial information, such report or disclosure shall be prepared in accordance with generally accepted accounting principles.

26.11 No Representations by the Authority. Airline acknowledges that neither the Authority nor any of the Authority Parties have made any representations, warranties or promises with respect to the Premises or any other areas of the Airport, except as herein expressly set forth. Airline acknowledges that it has not executed this Agreement in reliance upon any representations, warranties or promises of the Authority or any of the Authority Parties, with respect to the Airport, the Premises or any other areas of the Airport, except as herein expressly set forth.

26.12 Relationship Between Parties. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto, other than the relationship of landlord and tenant and licensor and licensee. Neither the Authority nor Airline are the legal representatives or agents of the other party for any purpose whatsoever and neither party shall have the power or authority to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, to transact business, to make any warranty or otherwise to act in any manner in the name of or on behalf of the other party. This Agreement shall not be construed as constituting or creating a partnership between the Authority and Airline or as creating any other form of legal association between the Authority and Airline which would impose liability upon one party for the act or the failure to act of the other party.

26.13 Trademarks. Airline acknowledges and agrees that any and all names, trademarks, tradenames and logos (collectively, "Trademarks") owned or used by the Authority are proprietary to the Authority, and Airline shall not use any of the Trademarks for any purpose whatsoever.

26.14 Survival. Expiration or termination of this Agreement shall not affect rights or obligations of the parties expressly designated as continuing.

26.15 Successors and Assigns. The provisions contained in this Agreement shall bind and inure to the benefit of the Authority, Airline and, except as otherwise provided in this Agreement, their respective successors and assigns.

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

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

26.18 Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding Airline's use of the Airport. Subject to Section 1.04, this Agreement supersedes all prior oral or written negotiations, representations and contracts related to Airline's use of the Airport. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**EXECUTED:**

[airline name]

[use this signature block if Airline is a corporation]

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

[use this signature block if Airline is a limited liability company]

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
President

Date: \_\_\_\_\_

Approved as to form:

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





**EXHIBIT A**  
**Airport Layout Plan**

See Attached Plot Plan

**EXHIBIT**











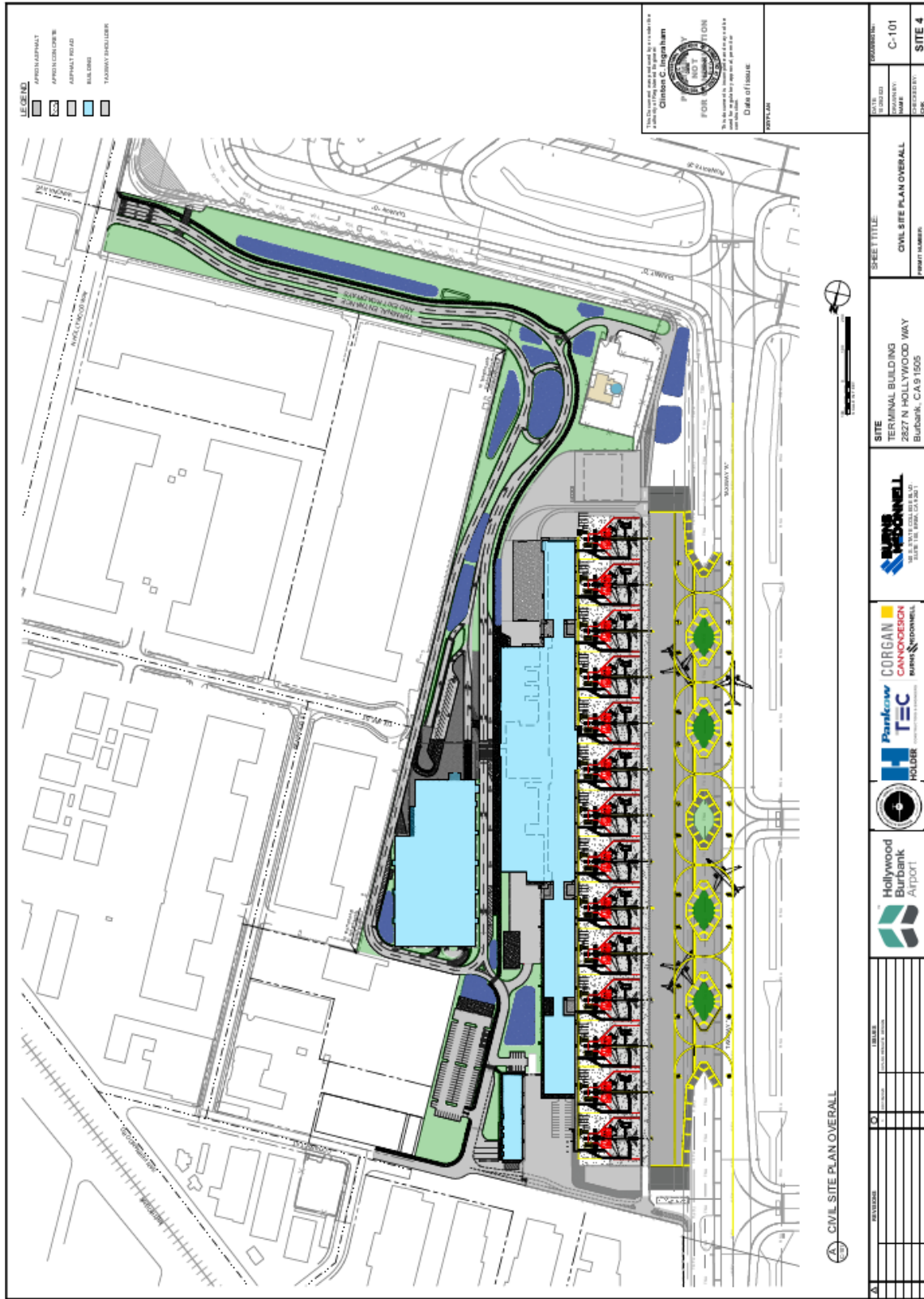
**EXHIBIT B**  
**Description of Apron Area**

See attached plot plan for layout of such space at Airport.

See Attached Plot Plan









**EXHIBIT C**  
**Airport Cost Centers**

<u>Code Number</u>	<u>Title and Descriptive Use</u>
TERMINAL BUILDING AREA:	
4-01-30	Maintenance Airport Terminal Building
4-01-31	Operations, Security Airport Terminal Building
4-01-33	Non-Operating Expenses
4-01-35	TV and Movie Location
4-01-40	Operations, Land Side
PARKING AND ROADWAY AREA:	
4-02-21	Maintenance
4-02-22	Parking Operations
4-02-23	Operations, Security
4-02-24	Non-Operating Expenses
AIRFIELD AREA:	
4-03-40	Operations, Air Side
4-03-80	Maintenance Runways, Taxiways, & Perimeter Roadway
4-03-82	Operations, Security Runways, Taxiways, & Perimeter Roadway
4-03-84	Non-Operating Expenses
LEASED BUILDINGS AND AREAS:	
4-04-08	Maintenance based Buildings & Areas
4-04-10	Operations, Security-Leased Buildings & Areas
4-04-36	Airport Authority Areas or Facilities
4-04-38	Non-Operating Expenses
Each Airport Cost Center is allocated a portion of the following expenses:	
ADMINISTRATIVE:	
4-05-01	Administrative Overhead
PUBLIC RELATIONS:	
4-06-01	Public Relations
NOISE:	
4-06-02	Noise Related
AIRPORT DEVELOPMENT:	
4-07-01	Airport Development Fund



**EXHIBIT D**  
**Notice Abatement Rules**

Authority Commission Resolution No. 471

(attached)



**EXHIBIT E**  
**Landing Fees Report Form**

(attached)





AIRLINE:
MONTH:
YEAR:

Name:	
Phone #:	
Email:	

[illegible][illegible][illegible]

	INBOUND	OUTBOUND	TOTAL
NO. OF FLIGHTS			
PASSENGERS			
NO. OF NON-REVENUE PASSENGERS			
NO. OF CONNECTING PASSENGERS			
AIR CARGO (POUNDS)			
MAIL (POUNDS)			

Additionally, please email the completed electronic version of the report to [landingfee@bur.org](mailto:landingfee@bur.org)

I certify that the information submitted in this report is true and correct.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

NAME	TITLE
------	-------



**EXHIBIT F**  
**Tenant Improvement Request Form**

**REQUEST FOR APPROVAL**  
**PROPOSED TENANT IMPROVEMENT**

**1. INFORMATION**

Tenant \_\_\_\_\_ Building # \_\_\_\_\_  
Name of Contact \_\_\_\_\_ Phone # \_\_\_\_\_  
Address \_\_\_\_\_ Email: \_\_\_\_\_  
Describe Proposed Improvements \* \_\_\_\_\_

Estimated cost of improvements \_\_\_\_\_

Estimated start date \_\_\_\_\_ Completion date \_\_\_\_\_

\*\*\*Attach sketches or drawings as required to clearly indicate the type, size, height and location of proposed improvements.

**2. PRELIMINARY APPROVALS**

Airport Administration: Approved/Disapproved \_\_\_\_\_ Date \_\_\_\_\_  
Comments \_\_\_\_\_

Airport Engineering: Approved/Disapproved \_\_\_\_\_ Date \_\_\_\_\_  
Comments \_\_\_\_\_

Airport Operations: Approved/Disapproved \_\_\_\_\_ Date \_\_\_\_\_  
Comments \_\_\_\_\_

**3. FINAL REVIEW AND APPROVAL**

Airport Operations (Reviewed by) \_\_\_\_\_ Date \_\_\_\_\_  
Contracts & Properties (Reviewed by) \_\_\_\_\_ Date \_\_\_\_\_  
Engineering Department (Reviewed by) \_\_\_\_\_ Date \_\_\_\_\_  
Environmental & Noise (Reviewed by) \_\_\_\_\_ Date \_\_\_\_\_  
Fire Department (Reviewed by) \_\_\_\_\_ Date \_\_\_\_\_  
IT Department (Reviewed by) \_\_\_\_\_ Date \_\_\_\_\_  
Maintenance Department (Reviewed by) \_\_\_\_\_ Date \_\_\_\_\_  
Safety & Security (Reviewed by) \_\_\_\_\_ Date \_\_\_\_\_

**4. PRE-CONSTRUCTION**

Contractor \_\_\_\_\_ License # \_\_\_\_\_  
Address \_\_\_\_\_  
Contract Price \_\_\_\_\_ Phone # \_\_\_\_\_  
Construction Commencement Date \_\_\_\_\_ End Date \_\_\_\_\_

\*\*\*Be sure to have a Certificate of Insurance, Material and Labor Bond and an Indemnification & Defense Agreement.

Tenant Representative (Signed) \_\_\_\_\_ Date \_\_\_\_\_

**5. FINAL APPROVAL**

Airport Engineering (Reviewed by) \_\_\_\_\_ Date \_\_\_\_\_

## **INSTRUCTIONS FOR COMPLETING THIS FORM**

The following procedures are to be followed by all Airport Tenants desiring to make improvements to their leasehold. Close adherence to the procedures and regulations outlined below will greatly aid in expediting the processing and approval of each Proposed Improvement.

1. Tenant shall complete Section 1 of this form and submit to: Burbank-Glendale-Pasadena Airport Authority, Administration Department, 2627, Hollywood Way, Burbank, CA 91505.
2. Upon receipt of this Request Form, Airport Administration will review the Proposed Improvement and, if the proposal is considered to be basically acceptable, it will then be forwarded to Airport Engineering for further review and evaluation. However, if the proposal is not considered to be basically acceptable, the Request Form will be returned to the Tenant accompanied by a written statement from the Authority as to why the request is being denied at this stage.
3. The Airport Administration and Engineering departments will determine any impact of the Proposed Improvement on the Airport Master Plan, Airport Facilities, Navigable Airspace Requirements of Federal Aviation Regulations Part 77, and/or if it conforms to the Airport Rules and Regulations. Upon completion the form will be returned to the Tenant. The form will indicate whether preliminary approval has been granted, and if not granted, the reason for denial.
4. Upon receipt of preliminary approval, the Tenant shall proceed with preparing final plans and specifications for the Proposed Improvement. The plans and specifications shall conform to the following requirements: five (5) sets of plans and specifications shall be submitted by the Tenant with this form to Airport Engineering for review by the Airport Operations Department, Airport Safety & Security, Airport Maintenance, Airport Fire Department, Authority Insurance Underwriter, and final review and approval by Airport Administration.
5. After the plans have received final approval and the Tenant has received written confirmation of this approval on this form, the Tenant shall then complete Section 4 and re-submit this form to the Authority, notifying Engineering of their intent to begin construction. Prior to receiving approval to begin construction and after all insurance and bond requirements have been satisfied, an Indemnification & Defense Agreement has been submitted to the Authority, and Building permits and any other necessary permits are on file with the Authority, a pre-construction meeting must be held in the Authority Administrative offices. When all of these requirements have been satisfied, approval to begin construction will be granted on the form and a copy returned to the Tenant.
6. All Tenants shall, within thirty (30) days after completion, submit to Airport Engineering one set of "as built" plans. Also, an itemized summary of construction costs shall be forwarded to Airport Administration. The itemized summary shall be signed by the contractor and notarized.

- NOTES:**
- (a) For smaller projects costing less than \$5,000, the Authority may, at its discretion, waive any or all of the above requirements.
  - (b) Airport approval does not constitute a substitution of approval from any other governmental agency having jurisdiction.

## **PLANS AND SPECIFICATIONS**

Plans shall be drawn to scale and dimensioned on standard size drawing sheets for future reference and file retention, and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that it conforms to the provisions of the governing codes, ordinances, rules and regulations. The minimum number of drawings normally acceptable with each set of plans submitted for final review and approval will generally consist of a plot plan, foundation plan, floor plan, elevations, framing section and details. Electrical, plumbing, heating and air conditioning plans and details shall be submitted when applicable. Foundation recommendations, including calculations and a soils investigation report shall be submitted when appropriate or requested by Airport Engineering. All design documents, including required calculations, shall be prepared, stamped, and signed by a licensed professional engineer or architect registered in the State of California. Engineers shall be licensed for the specific discipline required. Drawings/specifications and/or calculations prepared by contractors and/or fabricators will not be acceptable.

## **OTHER REQUIREMENTS**

### **INSURANCE**

Contractor shall take out and maintain during the period of the Contract the following insurance and amounts unless a larger amount is specified on the Approval Request Form:

Comprehensive General Liability:	\$1,000,000 single limit for combined Bodily Injury and Property Damage for each occurrence. \$1,000,000 for Personal Injury for each occurrence.
Comprehensive Automobile Liability:	\$1,000,000 single limit for combined Bodily Injury and Property Damage for each occurrence.
Workers' Compensation:	California statutory requirements

Liability policies shall name the Burbank-Glendale-Pasadena Airport Authority as an Additional Insured. Certificates of Insurance on all policies shall be filed with Airport Engineering. Each of such insurance policies shall contain a provision requiring the insurer to notify the Burbank-Glendale-Pasadena Airport Authority ten (10) days prior to the cancellation or material change in the Policy.

### **BOND**

The Tenant shall require the contractor to obtain a material and labor bond equal to the contract price of the work. A copy of such bond shall be forwarded to Airport Engineering.

## **INDEMNIFICATION & DEFENSE AGREEMENT**

The Tenant and its Contractor agree to and do hereby indemnify, defend and hold harmless the Burbank-Glendale-Pasadena Airport Authority, and its officers, agents, employees and contractors from all claims, demands, liabilities, losses, damages, costs and expenses, of any nature whatsoever, caused by or arising from, directly or indirectly, any act or omission (including, without limitation, negligent acts, negligent omissions, willful misconduct and any violation of the terms of that certain Lease between Tenant and Authority in, on or near the Bob Hope Airport by Contractor, or its subcontractors, agents or employees (including without limitation work done by Contractor for Tenant on Tenant's leased premises



**EXHIBIT G**  
**Request for Extension**

[insert Airline's  
contact information]

Re: Request for Extension of Airport Use Agreement

The Burbank-Glendale-Pasadena Airport Authority (“Authority”) hereby requests \_\_\_\_\_ (“Airline”) to extend the Stated Expiration Date of the Airport Use Agreement, dated \_\_\_\_\_, 20\_\_\_\_ (the “Airport Use Agreement”), by and between Airline and Authority to \_\_\_\_\_. This Request for Extension (this “Request”) is being delivered by the Authority to Airline pursuant to Section 2.02(c) of the Airport Use Agreement.

Capitalized terms used but undefined herein shall have the meanings ascribed thereto in the Airport Use Agreement.

Dated: \_\_\_\_\_, 20\_\_\_\_\_

BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY

By: \_\_\_\_\_  
Authorized Representative





**EXHIBIT H**  
**Certificate of Acceptance**

Burbank-Glendale-Pasadena  
Airport Authority  
2627 Hollywood Way  
Burbank, California 91505  
Attention: Executive Director

Re: Request for Extension of Airport Use Agreement

\_\_\_\_\_ (“Airline”) hereby consents to the request by the Burbank-Glendale-Pasadena Airport Authority (“Authority”) to extend the Stated Expiration Date of the Airport Use Agreement, dated \_\_\_\_\_, 20\_\_\_\_ (the “Airport Use Agreement”), by and between Airline and Authority. The Stated Expiration Date of the Airport Use Agreement shall be \_\_\_\_\_. This Certificate of Acceptance is delivered pursuant to Section 2.02(c) of the Airport Use Agreement.

Capitalized terms used but undefined herein shall have the meanings ascribed thereto in the Airport Use Agreement.

Dated: \_\_\_\_\_, 20\_\_\_\_

[AIRLINE]

By: \_\_\_\_\_  
Authorized Representative



**EXHIBIT I**  
**DESCRIPTION OF EQUIPMENT**  
**TO BE OPERATED AND MAINTAINED BY CONSORTIUM**

Out-bound Baggage Conveyor Systems

In-line Baggage Screening Conveyor Systems

In-bound Baggage Conveyor Systems

Baggage Claim Carousels

Electric Battery Charger System for Ground Service Equipment (Airside)

Common Use Passenger Processing System hardware (including but not limited to desktop computers, keyboards, monitors, printers, reading devices, self-service kiosks, flight and baggage flight information displays, ticket counter baggage scales and telephone support systems) and software

Aircraft Boarding Equipment

Spare Parts Inventory

Curbside Skycap Counter and Baggage Conveyor



**EXHIBIT J**  
**Inspection Form**  
**(Sample Only)**

**Bob Hope Airport – In-line EDS Baggage Inspection**  
**Mechanical Dynamic Inspection – Node 1: ‘A’ Carriers**

**Sunday**

Page 1 of 2

	Item to be Verified / Tested	AC-100	N1-102	N1-103	N1-104	N1-105	N1-106	N1-107	N1-108
1	Gearbox Temp								
2	Motors Amp Draw								
3	Belt tracking								
4	Excessive vibration								
6	Abnormal noises								
7	Bearing temp								
8	Photo eye - Aligned & Tight	Night	Night	Night					
9	Grease								

Notes:

	Item to be Verified / Tested	N1-109	N1-110	N1-201	N1-202	N1-203	N1-204	N1-205	N1-206
1	Gearbox Temp								
2	Motors Amp Draw								
3	Belt tracking								
4	Excessive vibration								
6	Abnormal noises								
7	Bearing temp								
8	Photo eye - Aligned & Tight								
9	Grease								

Notes:

	Item to be Verified / Tested	N1-207	N1-208	N1-209	N1-210	N1-211	N1-212	N1-117	N1-118
1	Gearbox Temp								
2	Motors Amp Draw								
3	Belt tracking								
4	Excessive vibration								
6	Abnormal noises								
7	Bearing temp								
8	Photo eye - Aligned & Tight								
9	Grease								

Notes:

Date:

Time: \_\_\_\_\_

Employee: \_\_\_\_\_

**Bob Hope Airport – In-line EDS Baggage Inspection  
Mechanical Dynamic Inspection – Node 1: ‘A’ Carriers**

**Sunday**

Page 2 of 2

	Item to be Verified / Tested	AC-1	AC-2	N1-400	N1-401	N1-200	N1-111	N1-112	N1-113
1	Gearbox Temp								
2	Motors Amp Draw					Night Work			
3	Belt tracking								
4	Excessive vibration								
6	Abnormal noises								
7	Bearing temp								
8	Photo eye - Aligned & Tight	Night Work	Night Work	Night Work	Night Work				
9	Grease								

Notes:

	Item to be Verified / Tested	N1-114	N1-115	N1-116	N1-303	N1-304	N1-301	N1-302	N1-213
1	Gearbox Temp								
2	Motors Amp Draw								
3	Belt tracking								
4	Excessive vibration								
6	Abnormal noises								
7	Bearing temp								
8	Photo eye - Aligned & Tight								
9	Grease								

Notes:

	Item to be Verified / Tested	N1-214	N1-215	N1-300	N1-216	N1-217	N1-218	N1-219	N1-MU1
1	Gearbox Temp								
2	Motors Amp Draw			Night Work					Night Work
3	Belt tracking								
4	Excessive vibration								
6	Abnormal noises								
7	Bearing temp								
8	Photo eye - Aligned & Tight								
9	Grease								

Notes:

Date:

Time: \_\_\_\_\_

Employee: \_\_\_\_\_



## **EXHIBIT K**

### **AIP Requirements**

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

#### **1. General Civil Rights Provisions**

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

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

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

#### **2. Civil Rights – Title VI Assurance**

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

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

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



7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

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

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

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

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

including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

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

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

        a.     Withholding payments to the Contractor under the contract until the Contractor complies; and/or

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

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



**EXHIBIT L**  
**Form of RPT Funding Plan and 5-Year CPE Projection Report**  
**(per Section 5.03)**

See Attached

TABLE L-1 PROJECT FUNDING SOURCES

November 13, 2023 - Draft Preliminary and Subject to Change

	2024 BONDS	2026 BONDS	AIP GRANTS	BIL - AIG	BIL - ATP	PEC	FDR	Total
Terminal Building	\$336,956,533	\$144,409,943		\$12,794,137	\$30,000,000	\$17,105,498	\$100,000,000	\$641,266,111
Sitework	72,178,631	30,933,699	32,846,847	15,622,840		20,420,690		\$172,002,707
Support Facilities	10,039,156	4,302,496						\$14,341,652
Parking Garage	230,600,723	98,828,881						\$329,429,604
Roadways	2,117,645	907,562						\$3,025,207
Airside	20,493,155	8,782,781	22,853,153			7,617,719		\$59,746,808
Demolition Terminal & Parking Garage	0	14,155,077		11,473,322		3,259,513		\$28,887,912
<b>Total</b>	<b>\$672,385,843</b>	<b>\$302,320,438</b>	<b>\$55,700,000</b>	<b>\$39,890,299</b>	<b>\$30,000,000</b>	<b>\$48,403,420</b>	<b>\$100,000,000</b>	<b>\$1,248,700,000</b>

TABLE L-2 CASH FLOW AND DEBT SERVICE COVERAGE  
November 13, 2023 - Draft Preliminary and Subject to Change

(For Fiscal Years Ending June 30)

	BUDGET FY 2024	PROJECTED					
		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
NET REVENUES							
Total Signatory Airline Revenues	\$6,258,017	\$6,323,440	\$59,110,611	\$91,989,396	\$95,422,124	\$96,875,254	\$97,245,733
Total Non-Signatory (Cargo) Airline Revenues	\$397,018	\$422,014	\$440,363	\$781,968	\$833,566	\$873,931	\$897,794
Total Non-Airline Revenues	61,788,996	66,886,522	71,916,571	73,442,723	74,965,195	76,502,670	78,072,765
Total Non-Operating Revenues <sup>1</sup>	5,450,000	1,942,222	1,811,284	1,811,284	1,811,284	1,811,284	1,811,284
Debt Service Coverage Fund Interest	0	0	0	0	0	0	0
Total Pledged Revenues	73,894,031	75,574,198	133,278,829	168,025,373	173,032,170	176,063,139	178,027,576
Less: Operating Expenses	(64,077,394)	(62,235,172)	(67,073,829)	(69,811,655)	(71,908,050)	(74,851,656)	(77,091,774)
Net Revenues	9,816,637	13,339,026	66,205,001	98,213,717	101,124,120	101,211,483	100,935,802
RATE COVENANT: SECTION 6.05(a)							
Net Revenues	\$ 9,816,637	\$ 13,339,026	\$ 66,205,001	\$ 98,213,717	\$ 101,124,120	\$ 101,211,483	\$ 100,935,802
Add: Offsets to Debt Service							
PFC Revenue applied to Debt Service	0	0	0	0	0	0	0
CFC Revenue applied to Debt Service	4,600,000	4,808,859	4,913,586	5,018,849	5,124,838	5,231,520	5,338,634
Less:							
Debt Service on Existing Bonds	(10,399,933)	(5,832,439)	(5,835,069)	(5,835,469)	(5,833,360)	(5,833,464)	(5,835,225)
Debt Service on Future GARs	0	0	(59,266,866)	(92,037,488)	(96,891,500)	(96,873,638)	(96,879,182)
Commercial Paper Program Interest	(907,394)	(1,044,644)	(2,267,543)	(1,675,154)	0	0	0
Deposits to O&M Reserve Account	(2,101,957)	0	(749,109)	(684,457)	(524,099)	(735,902)	(560,030)
Deposits to Authority Discretionary Account	0	0	(3,000,000)	(3,000,000)	(3,000,000)	(3,000,000)	(3,000,000)
Must Not Be Less Than Zero	1,007,352	11,270,803	0	0	0	0	0
DEBT SERVICE COVERAGE							
Net Revenues	\$ 9,816,637	\$ 13,339,026	\$ 66,205,001	\$ 98,213,717	\$ 101,124,120	\$ 101,211,483	\$ 100,935,802
Transfer <sup>2</sup>	0	0	9,030,435	17,853,916	20,875,907	20,632,994	20,783,914
Adjusted Net Revenues	\$ 9,816,637	\$ 13,339,026	\$ 75,235,436	\$ 116,067,634	\$ 122,000,027	\$ 121,844,477	\$ 121,719,716
Accrued Debt Service (on Series bonds)							
Debt Service	\$ 10,399,933	\$ 5,832,439	\$ 65,101,935	\$ 97,872,956	\$ 102,724,860	\$ 102,707,102	\$ 102,714,407
Less: Offsets to Debt Service							
PFC Revenue applied to Debt Service	0	0	0	0	0	0	0
CFC Revenue applied to Debt Service	(4,600,000)	(4,808,859)	(4,913,586)	(5,018,849)	(5,124,838)	(5,231,520)	(5,338,634)
Accrued Debt Service	\$ 5,799,933	\$ 1,023,580	\$ 60,188,349	\$ 92,854,107	\$ 97,600,022	\$ 97,475,582	\$ 97,375,773
Must Be At Least 1.25	1.69	13.03	1.25	1.25	1.25	1.25	1.25
APPLICATION OF REVENUES							
Cash and investments - Beginning Balance	\$ 195,901,701	\$ 129,481,495	\$ 120,752,298	\$ 120,752,298	\$ 120,752,298	\$ 120,752,298	\$ 120,752,298
Change in assets	1,007,352	11,270,803	0	0	0	0	0
Authority funds used for capital projects	(40,000,000)	(20,000,000)	0	0	0	0	0
Cash and investments - Ending Balance	\$ 156,909,053	\$ 120,752,298	\$ 120,752,298	\$ 120,752,298	\$ 120,752,298	\$ 120,752,298	\$ 120,752,298

NOTES:

- 1 Non-operating revenues represent investment/interest income, which is equal to a rate of 1.5% applied to the cash and investments ending balance.
- 2 The Authority intends to maintain an amount equal to 25 percent of the maximum annual debt service on outstanding GARs and Commercial Paper interest in the Coverage Fund to provide such a Transfer in FY 2028 and each subsequent fiscal year.

TABLE L-3 AVERAGE AIRLINE COST PER ENPLANED PASSENGER

November 13, 2023 - Draft Preliminary and Subject to Change

(For Fiscal Years Ending June 30)

	BUDGET FY 2024	PROJECTED					
		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Airline Terminal Space Rentals	\$2,147,614	\$2,147,614	\$54,023,715	\$83,108,458	\$86,116,630	\$87,287,677	\$87,569,030
Airline Landing Fee Revenues	4,110,403	4,175,826	5,086,896	8,880,938	9,305,494	9,587,577	9,676,703
<b>Total Airline Revenue</b>	<b>\$6,258,017</b>	<b>\$6,323,440</b>	<b>\$59,110,611</b>	<b>\$91,989,396</b>	<b>\$95,422,124</b>	<b>\$96,875,254</b>	<b>\$97,245,733</b>
Enplaned Passengers	3,150,748	3,293,805	3,365,537	3,437,637	3,510,234	3,583,305	3,656,672
<b>Average Airline Cost per Enplaned Passenger</b>	<b>\$1.99</b>	<b>\$1.92</b>	<b>\$17.56</b>	<b>\$26.76</b>	<b>\$27.18</b>	<b>\$27.04</b>	<b>\$26.59</b>
<b>Average Airline Cost per Enplaned Passenger (2023 dollars)</b>	<b>\$1.95</b>	<b>\$1.81</b>	<b>\$16.23</b>	<b>\$24.24</b>	<b>\$24.14</b>	<b>\$23.54</b>	<b>\$22.70</b>





**EXHIBIT M**  
**Description of Common Use Space**

[To be attached when available before Commencement Date]



**EXHIBIT N**  
**Description of Exclusive Use Space**

[To be attached when available, see Section 4.01(b)(1)]

**AMENDMENT NO. \_\_ TO  
AIRPORT USE AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / \_\_\_\_\_)

This Amendment No. \_\_ (“\_\_\_\_\_ Amendment”) to the October 1, 2009 Airport Use Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and \_\_\_\_\_ (“Airline”), [a][an] \_\_\_\_\_ corporation, is dated \_\_\_\_\_, 202\_ for reference purposes. Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Agreement.

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

A. The parties executed the Agreement to set forth their respective rights, privileges, and obligations with respect to Airline’s use and occupancy of the Bob Hope Airport and to facilitate the development, promotion, and improvement of air commerce.

B. Pursuant to request of the Authority and consent of Airline, the Agreement’s initial Stated Expiration Date of June 30, 2014 was extended to June 30, 2019.

C. The parties have executed amendments to the Agreement (collectively, the “Prior Amendments”), including:

1. [A May 6, 2019 Amendment No. \_\_ to: (i) extend the Expiration Date by one year; and (ii) establish a process for an additional month-to-month extension of the Expiration Date if necessary to complete negotiations for a new contract.

2. An April 6, 2020 Amendment No. \_\_ to establish a COVID-19 pandemic relief plan that provides a three month deferral of rent, joint use fees, and landing fees.

3. A February 7, 2022, Amendment No. \_\_ to: (i) extend the Expiration Date to the end of the Authority’s FY 2025; (ii) incorporate measures from the Authority’s air quality improvement plan; and (iii) advance the Authority’s RPT Program.]

D. The parties desire to further amend the Agreement to extend the Expiration Date to the replacement passenger terminal date of beneficial occupancy. Additionally, the parties desire to memorialize certain acknowledgements regarding the RPT Program financing.

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

**1. Amendment of Article I.** Section 1.02 (Definitions) of Article I (Basic Information; Definitions; Exhibits) of the Agreement is amended by adding “Design-Build Agreement,” “Replacement AUA,” “Replacement AUA Commencement Date” and “RPT 1<sup>st</sup> FY Annual Budget” definitions to read as follows:

“‘Design-Build Agreement’ shall mean the Design-Build Agreement, dated December 19, 2022, between the Authority and Holder, Pankow, TEC – A Joint Venture, as the design-builder of the RPT Program.

‘Replacement AUA’ shall mean the Airport Use Agreement to be executed by Airline and Authority, substantially consistent with the template approved by the Authority Commission on December 18, 2023.

‘Replacement AUA Commencement Date’ shall mean the ‘Commencement Date’ as such term is defined in the Replacement AUA.

‘RPT 1<sup>st</sup> FY Annual Budget’ shall mean the Annual Budget for the Fiscal Year during which the Replacement AUA Commencement Date will occur.”

**2. Amendment of Article I.** Section 1.02 (Definitions) of Article I (Basic Information; Definitions; Exhibits) of the Agreement is amended by revising the “Stated Expiration Date” definition to read as follows:

“‘Stated Expiration Date’ shall mean the Replacement AUA Commencement Date. The target date for the Replacement AUA Commencement Date is October 1, 2026.”

**3. RPT Program Financing Acknowledgements.**

A. Airline affirms that it has participated, and it shall continue to participate, in good faith in meetings with the Authority and the RPT Program design-builder with regard to design and cost. After acceptance the GMP (as defined in the Design-Build Agreement) by the Authority, a Majority-In-Interest approval, in writing, will be required for any modification (other than a modification required by an Agency (other than the Authority), a court ruling or applicable law) to the scope of the RPT Program that would necessitate a change order to amend the then-approved GMP amount.

B. Airline acknowledges that sources of funds to finance the RPT Program will include proceeds from Bonds to be issued by the Authority. Notwithstanding any other provision of the Agreement (including Section 8.02), without obtaining approval from any Signatory Airline, the Authority may take the following actions as the Authority deems necessary or appropriate for financing the cost of the RPT Program: (i) enter into any Bond Resolution and (ii) execute any amendment or supplement to Bond Resolutions.

C. The RPT 1<sup>st</sup> FY Annual Budget (which will be prepared and adopted before the Replacement AUA Commencement Date) will take into account the rates and provisions that will become effective pursuant to the Replacement AUA.

D. From the effective date of this \_\_\_\_\_ Amendment to the Replacement AUA Commencement Date, the Authority shall continue to calculate Rental, fees and charges in accordance with Articles VI and VII of the Agreement, unless the Authority determines that adjustment is necessary for any of the following reasons: (i) to meet the Bond Resolution requirements, including requirements relating to rate covenant and requirements for issuance of Bonds to finance the RPT Program, (ii) for payment of cost incurred for the RPT that cannot be capitalized; or (iii) to adjust for any significant drop in Airport activity resulting in Authority revenue decrease.

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

5. **Effective Date.** Subject to satisfaction of the condition precedent specified in Section 6, this \_\_\_\_\_ Amendment shall be effective upon execution.

6. **Condition Precedent.** Effectiveness of this \_\_\_\_\_ Amendment is contingent upon execution, by Airline and the Authority, of the Replacement AUA.

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

**TO EFFECTUATE THIS \_\_\_\_\_ AMENDMENT,** the parties have caused their duly authorized representatives to execute this \_\_\_\_\_ Amendment by signing below.

[Name of Airline].

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

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

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

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

☐ Chairperson ☐ President ☐ Vice President

☐ Secretary ☐ Asst. Secretary

☐ Chief Finance Officer ☐ Asst. Treasurer

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

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Frank R. Miller, Executive Director

Approved as to form:

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



BURBANK REPLACEMENT  
PASSENGER TERMINAL PROJECT  
2627 Hollywood Way, Burbank, CA 91505

12-18-2023 Commission Meeting  
Item No. 5.e. - Approval of Task Order 3  
Replacement Passenger Terminal Project  
(Attachment 1)

## TASK ORDER REQUEST

Task Order Request No.: 003 Date: 28-Nov-23

Task Order Request Title: BUR RPT GCs Partial Extensions through 2024

TO No.: 003 Project Name BUR RPT Project Phase: \_\_\_\_\_

Contractor: Holder, Pankow, TEC - A Joint Venture (HPT) Address: 3300 Riverwood Parkway, Suite 1200

CONTRACT NO: E22-03 - Dated December 19, 2022 Atlanta, GA 30339

Reference Documents: RFI No.: \_\_\_\_\_ CD No.: \_\_\_\_\_ CPCN No.: \_\_\_\_\_

PCO No.: \_\_\_\_\_ FD No.: \_\_\_\_\_ Bulletin: \_\_\_\_\_ Other: n/a

### Scope:

For Phase 2 General Conditions: HPTJV initial personnel cost for the period beginning first quarter of 2024 through December 31, 2024. No design changes are included.

General Scope described herein in the Clarification Section.

### Cost:

See Attached

See Attached

**Total**

\$19,280,948

**Total Request**

The signatory below certifies that the information in this Task Order Request is a true and accurate representation of the facts or the circumstances and that the requested time and/or compensation is a fair and accurate assessment of the impact to the best of his/her ability to establish at the time of signing.

### Design-Builder

Signature

William R. Turpin

Name

Date

11/30/23  
HPT Managing Member

Title

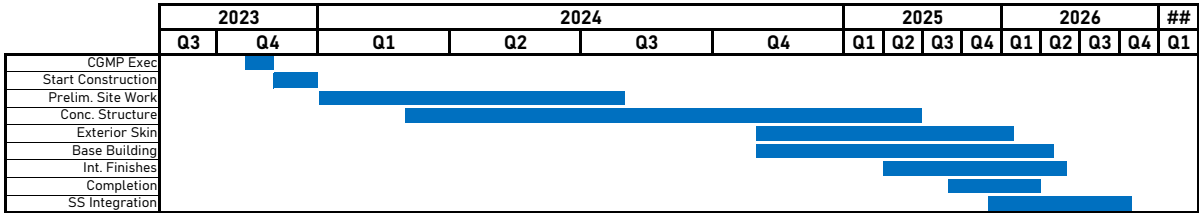
## HOLLYWOOD BURBANK AIRPORT REPLACEMENT PASSENGER TERMINAL CGMP 03 – GCs Partial Extensions through 2024

### Tab-3: Project Description and Additional Documents

#### CGMP 03

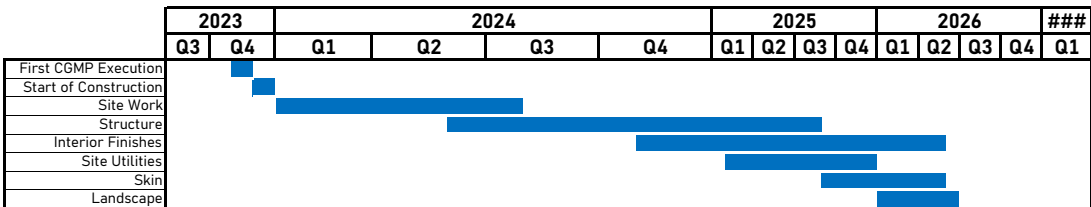
This Component Guaranteed Maximum Price (CGMP) includes Initial Phase 2 General Conditions Cost for HPT Personnel starting before 04/02/24 and through the end of 2024. No design services are included. A resource loaded schedule for the personnel contemplated is included herein.





## Terminal

[illegible]



## Garage

[illegible]



## Civil

[illegible]

23350



**Tab-4: CGMP Price Summary**

<b>CGMP 03 Price Summary</b>	<b>CGMP 03 Values</b>
General Conditions / Preconstruction Services	\$17,972,924
Misc. Insurances	\$656,012
Design-Builder Fee	\$652,013
<b>TOTAL – CGMP 03 (b)</b>	<b>\$19,280,948</b>
<b>CGMP 03 Budget (a)</b>	<b>\$19,280,948</b>
<i>Over / Under Budget (b-a)</i>	<i>\$0</i>

**BUR Replacement Passenger Terminal Project**  
**CGMP 3 Estimate r1**

**11/28/23**

#	Description	Qty.	UM	Unit Price	Tax?	Extension	Comments
001	GC / Precon Salaries	1	ls	\$16,115,013	n	\$16,115,013	
002	Company / project travel	14	mo	\$30,000	n	\$420,000	
003	Relocation expenses	15	ea	\$20,000	n	\$300,000	
004	Hardware / Software / iPad - Standard	770	mo	\$565	y	\$479,643	
005	Hardware / Software - VDC / Scheduling - adder	80	mo	\$512	y	\$45,158	
006	Primavera P6 - monthly	27	mo	\$1,120	y	\$33,340	3 licences w/ cloud hosting
007	Primavera P6 - service	9	mo	\$350	y	\$3,473	2 hr / mo
008	Primavera P6 - Set Up	1	ea	\$1,650	y	\$1,819	
009	Allucent scheduling suite	14	mo	\$5,889	y	\$90,897	
010	Hammertech software	14	mo	\$1,400	y	\$21,609	safety observations
011	LCPTTracker	14	mo	\$1,688	y	\$26,047	certified payroll tracking / reporting
012	Office Supplies	770	mo	\$100	n	\$77,000	
013	Team meetings / lunches	14	mo	\$4,000	n	\$56,000	
014	Document Control	14	mo	\$7,500	n	\$105,000	Barker Blue
015	Substance Abuse Testing	14	mo	\$350	n	\$4,900	new hires etc.
016	Training / Credentialling	14	mo	\$750	n	\$10,500	
017	Pool Vehicles	2	ea	\$45,000	y	\$99,225	purchase
018	Pool Vehicles - maintenance / gas	28	mo	\$1,000	n	\$28,000	
019	Safety Equipment	770	mo	\$50	n	\$38,500	HPT office personnel
020	First Aid	14	mo	\$250	n	\$3,500	HPT office personnel
021	Postage / Expressage	14	mo	\$500	n	\$7,000	
022	Courier	14	mo	\$350	n	\$4,900	
023	Off-Site Data Storage	0	ls	\$0	n	\$0	future CGMP
024	Unifier Access	0	ea	\$0	n	\$0	excluded / n/a
025	Temporary Parking	14	mo	\$100	n	\$1,400	
026	SUBTOTAL					\$17,972,924	
027	Professional Liability Insurance					\$44,932	0.25%
028	Project Insurance					\$161,756	0.90%
029	Contractor Controlled Insurance Program (CCIP)					\$449,323	2.50%
030	Builder's Risk Insurance					\$0	in COW CGMPs
031	Subcontractor's Default Insurance (SDI)					\$0	1.25% (n/a this pkg)
032	Payment & Performance Bond					\$0	0.78% (n/a this pkg)
033	Fee (not calculated on Design Services)					\$652,013	3.50%
034	D-B Contingency					\$0	n/a initial CGMP 3
035	GRAND TOTAL					\$19,280,948	

# HOLLYWOOD BURBANK AIRPORT RPT

## GC / Cost of Work Differentiation Matrix

11/28/23

#	DESCRIPTION	D-B Fee	Precon/ GCs	PMO	Cost of Work (CRs / Trades)	By Others
1	<b>PROFESSIONAL SERVICES</b>					
2	Design / EOR		X			
3	Enclosure Consultant		X			
4	MEP Peer Review		X			
5	Structural Peer Review		X			
6	Independent Cx					
7	Engineering for Temp Structures					
8	SWPPP Design		X			
9	Community Outreach Events (preconstruction)		X			
10	Community Outreach Events (during construction)					
11	Public Relations & Communications (precon / procurement)		X			
12	Publications/Advertising (procurement)		X			
13	Partnering Session Costs					
14	Registered Survey (Establish Control, Offsets, Project Controls)		X			
15	Special Inspections					
16	QC Support					
17	Project layout / control					
18	<b>MANAGEMENT PERSONNEL - PER RESOURCE LOADED STAFFING</b>					
19	<b>Departments</b>					
20	- Preconstruction / Estimating / Purchasing		X			
21	- Planning & Design Support		X			
22	- Operations		X			
23	- Controls		X			
24	- Safety		X			
25	- Quality		X			
26	- MEP		X			
27	- Scheduling		X			
28	- VDC		X			
29	- IT		X			
30	- Accounting / Administrative		X			
31	- Document Control		X			
32	- Outreach / DBE / Community Affairs		X			
33	- Warranty Management		X			
34	- CCIP		X			
35	<b>Positions</b>					
36	- Principals-In-Charge		X			
37	- Director		X			
38	- Manager		X			
39	- Ass't Project Manager		X			
40	- Engineer		X			
41	- Superintendent		X			
42	- Field Coordinator		X			
43	- Coordinator		X			
44	- Accountant		X			
45	- Field Office Processor		X			
46	- Admin. Assistant		X			

# HOLLYWOOD BURBANK AIRPORT RPT

## GC / Cost of Work Differentiation Matrix

11/28/23

#	DESCRIPTION	D-B Fee	Precon/ GCs	PMO	Cost of Work (CRs / Trades)	By Others
47	<b>Relocation / Travel / Meals</b>					
48	- Relocation		X			
49	- Subsistence / Temporary Living		X			
50	- Travel Expenses - to/from project		X			
51	- Travel Expenses - Local/project related		X			
52	- Parking - staff / visitors		X			
53	- Parking - Remote Lot Lease and/or Maintenance					
54	- Shuttles / Craft Worker Transportation					
55	- Pool Vehicles (Management Team Use)		X			
56	- Project related meals/meeting catering		X			
57	- Project celebrations (topping out, milestones, etc.)					
58	<b>Miscellaneous</b>					
59	- Software / Hardware / PC		X			
60	- Cell phones / iPads / Cellular Service (mgmt)		X			
61	- Company Auto / Auto Allowance (per company policy)		X			
62	- Substance Abuse Testing (Mgmt)		X			
63	- Safety Equipment / PPE (Mgmt)		X			
64	- Legal (Basic Services/If Approved)					
65	- Legal (Disputes with Owner)					
66	- Contract indemnity cost					
67	- Unifier Access Cost					
68	- Drinks / water / ice (mgmt)		X			
69	- Recruiting Fees					
70	- Substance abuse screening (mgmt)		X			
71	- Employee orientation (mgmt)		X			
72	- Airport badging (mgmt)		X			
73	- As built / record drawings		X			
74	- O&M Manuals		X			
75	- Document retention/archiving/disposal		X			
76	- Warranty reserve					
77	<b>Management Personnel Cost</b>		X			
78	- Base Salaries		X			
79	- Escalation (promotions, annual review, etc.)		X			
80	- Fringe Benefits		X			
81	- Payroll Taxes		X			
82	<b>PERMITS / FEES / LICENCING</b>					
83	Site/Building Permit & Plan Check Fees					
84	MEP Permits					
85	LEED Certification Fees					
86	Sidewalk and Street Closure Fees					
87	Street Parking Closure Fees					
88	Impact / Development Fees					
89	Tap Fees					
90	GC / business licensing					
91	<b>CONSTRUCTION SERVICES</b>					
92	Aerial photos					



# HOLLYWOOD BURBANK AIRPORT RPT

## GC / Cost of Work Differentiation Matrix

11/28/23

#	DESCRIPTION	D-B Fee	Precon/ GCs	PMO	Cost of Work (CRs / Trades)	By Others
93	3rd party photo Documentation services					
94	Webcams					
95	Existing conditions survey					
96	Craft Worker / Site Access Badging / Count System					
97	<b>PMO / TEMP. FIELD OFFICES</b>					
98	Landline / telephone / internet / wifi					
99	Copiers / Plotters - including supplies / maintenance					
100	Small format Printer(s)		x			
101	Office Supplies		x			
102	Printing Charges - External		x			
103	Postage/Overnight/Delivery/Courier		x			
104	Construction field offices / PMO - Maintenance, Ongoing Facility Costs, Security Systems, and other operating expenses					
105	Field office furnishings / fixtures / equipment					
106	Field office phone system / internet / wifi					
107	I.T. & audio-visual systems					
108	Daily Cleanup - PMO / Field Offices					
109	<b>TEMPORARY FACILITIES</b>					
110	Gate Guards					
111	Site Control / Security Shacks					
112	Temporary site fence / privacy screens					
113	Storage Trailers / Conex					
114	Lockup areas					
115	Temporary staging/roads/laydown (setup/remove)					
116	Temporary Toilets / Restrooms					
117	Temporary stairs / scaffolding / platforms					
118	Trash Chutes / hoppers					
119	Temporary rainwater management					
120	Temporary roofing / protection					
121	Temporary doors / hardware					
122	Project Signage / Bulletins / Postings					
123	Temporary enclosures / partitions / protection / dry-in - stairs, walls, floors, doors, etc.					
124	Dewatering					
125	Drinks / water / ice - field personnel					
126	SWPPP implementation / inspection / maintenance					
127	Warehousing stored materials (off-site)					
128	Exterior Laydown Storage - external / internal					
129	Mock-ups					
130	Security Guards (3rd party)					
131	Security escorts (3rd party)					
132	Police detail					
133	Fire Watch					
134	General Flagging/Site Control					
135	Temp. Barriers					
136	Field labor (HPT hourly personnel) & associated burden					

# HOLLYWOOD BURBANK AIRPORT RPT

## GC / Cost of Work Differentiation Matrix

11/28/23

#	DESCRIPTION	D-B Fee	Precon/ GCs	PMO	Cost of Work (CRs / Trades)	By Others
137	clean-up					
138	safety / security					
139	security					
140	field support					
141	fire watch					
142	equipment operation					
143	elevator operator					
144	dockmaster / storage / yard manager					
145	Airport badging (field labor)					
146	<b>CONSTRUCTION UTILITIES</b>					
147	Field Office utilities - Electrical Hookups					
148	Field Office plumbing hook-up / tank pump out					
149	Temp. Power/Water/Gas Utilities - set-up / maintenance / consumption / removal (project / site / field office related)					
150	Construction Water Meter & DDCV					
151	Field wifi / technology / connectivity					
152	Field water service / hand-washing / misters					
153	Field labor - ice / cups / water					
154	<b>HEATING / VENTILATION / SYSTEMS</b>					
155	Maintenance Agreements - during construction					
156	Maintenance Agreement - post turnover					
157	Labor, Material, Equipment, consumption, & fuel for temporary heating / cooling / humidification / de- humidification /lighting					
158	Labor, Material, Equipment, consumption, & fuel for temporary use of permanent heating / cooling / humidification / de-humidification /lighting					
159	Temp. fire protection					
160	Test and Balance Services					
161	<b>CONSTRUCTION EQUIPMENT</b>					
162	Equipment rental / repair / maintenance / fuel					
163	Small tools					
164	Equipment operators					
165	Temp elevator operator					
166	<b>HOISTING</b>					
167	Crane / Hoists / Material Movement Equipment - lease, purchase, maintenance, fuel, power					
168	Temporary Elevators / Buck Hoists					
169	Elevator / Hoist / material movement operators					
170	Elevator Temp. Service Costs (during construction)					
171	Landing Platforms					
172	<b>SAFETY</b>					
173	Safety Equipment / PPE - field labor					
174	Safety orientation trailer					
175	First aid					
176	Defibrillators (AED)					

# HOLLYWOOD BURBANK AIRPORT RPT

## GC / Cost of Work Differentiation Matrix

11/28/23

#	DESCRIPTION	D-B Fee	Precon/ GCs	PMO	Cost of Work (CRs / Trades)	By Others
177	Safety Program, Incentives, Awards & recognitions events					
178	Temp Stair Handrails / Guardrails / toeboards					
179	Temp Safety Rails / Barricades					
180	Safety nets					
181	Shaft / hole / opening & covers					
182	Covered walkways					
183	Street / Sidewalk Barricades					
184	Project Radios / Repeater System					
185	Quality Program, Incentives, Awards & recognitions events					
186	<b>CLEAN-UP</b>					
187	Daily Cleanup - Site					
188	Dumpsters / recycling / removal					
189	Winter conditions / snow removal					
190	Dust control / street cleaning					
191	Street restoration					
192	Window washing					
193	Final Clean					
194	<b>INSURANCE</b>					
195	Builder's Risk					
196	Design-Builder's Payment & Performance Bond Cost					
197	Property Insurance (PMO)					
198	Design-Builder's Project Insurance - 0.9% of CGMP / Task Order Values		x			
199	- Professional Liability		x			
200	- Auto		x			
201	- Worker's Compensation (Off-Site)		x			
202	- Employer's Liability (Off-Site)		x			
203	- Project GL / Excess (Off-Site)		x			
204	- Pollution / Protective		x			
205	- Equipment Floater		x			
206	Design-Builder's Professional Liability (PL) - 0.25% of CGMP / Task Order Values		x			
207	Contractor's Controlled Insurance Program (CCIP) [On-site Only] - 2.5% of CGMP / Task Order values		x			
208	- Worker's Compensation		x			
209	- Employer's Liability		x			
210	- Project GL / Excess		x			
211	Subcontractor Default Insurance (SDI) - 1.25% of enrolled trade contractors					
212	FICA / FUTA / SUTA (GCs)		x			
213	FICA / FUTA / SUTA (Labor)					

**UCLA**  
**And**  
**Burbank-Glendale-Pasadena Airport Authority**  
**Services Agreement**

This Agreement (“Agreement”) is made and entered as of December 1, 2023 by and between The Regents of the University of California, a California constitutional corporation, on behalf of the UCLA Center for Prehospital Care (“UCLA”) and the Burbank-Glendale-Pasadena Airport Authority (“Authority”).

**RECITALS**

- A. The UCLA Center for Prehospital Care conducts continuing education in prehospital and emergency medicine for students to maintain licensure as an EMT-Basic and Paramedic (referred to as “CE Programs”) and provides quality improvement services to maintain or enhance the quality of patient care (referred to as “QI Services”).
- B. Authority desires to utilize the QI Services to maintain the certifications of Hollywood Burbank Airport Fire Department (“Department”) personnel and to continue to deliver quality patient care to visitors and workers at the Hollywood Burbank Airport (“Airport”).

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

## Article 1

### Rights and Responsibilities of UCLA

- 1.1 **Provide an EMS Educator ("Educator").** UCLA shall provide an Educator(s) to Department to conduct CE Programs and QI Services as described herein. The Educator(s) shall be subject to the mutual approval and selection of both UCLA and Department.
- 1.2 **Provide CE Programs.**
  - 1.21 **Scheduling CE Programs.** UCLA shall provide and schedule CE Programs on each of three shifts for two hours every other month at the start of the term of this Agreement. UCLA shall develop a schedule and submit it to Department for approval.
  - 1.22 **CE Program Content.** All Education Programs shall have content that meets the criteria established by the County of Los Angeles and the State of California to fulfill EMT-Basic continuing education and recertification requirements. Content shall be developed in collaboration with Department.
- 1.3 **Provide QI Services.**
  - 1.31 **On Site Evaluation.** Direct observation via ride alongs will be provided to evaluate Department personnel under field conditions. The Educator shall design and provide education to any specific needs identified. This will be conducted on each shift every other month for approximately four to five hours for each shift.
  - 1.32 **Quality Improvement Activities.** The Educator shall develop, coordinate and maintain a quality improvement plan for

Department. This shall include: developing a system to review Department's patient care reports, developing patient care report review criteria, reviewing patient care reports, coordinating quarterly quality improvement meetings, providing direct field observation, developing a plan to evaluate the competency of Department personnel, assisting in fact-finding for specific incidents, assisting with Department's exposure control program, and attending the Los Angeles County EMS Agency Quality Improvement Committee meetings to gather information regarding updates and changes to policies and/or procedures and reporting to Department.

1.33 **Reports and Records.** The Educator will report on QI Activities to the Fire Chief and QI designee (as identified in Section 3.2) and implement any recommendations under the direction of the QI Designee.

1.4 **Additional Services.** The Educator may provide additional CE Program and QI Services beyond time or effort of the services described in Section 1.2 or Section 1.3 to meet the needs of Department, as agreed to by the parties.

## Article 2

### Confidentiality

2.1 **Definition.** For purposes of this Agreement, the term "Confidential Information" shall mean any information disclosed in order to accomplish the work under this Agreement by one party ("Disclosing Party") to another party ("Receiving Party")

that is considered confidential by the Disclosing Party, and is considered confidential or privileged under federal or state law, provided such information is in writing or other tangible form and clearly marked as confidential when disclosed, or is so designated in writing within thirty (30) days of such disclosure. The parties agree to disclose only information that is necessary to the work, and/or as required under federal or state law, and to send such information directly to the parties noticed in Section 9 of this Agreement.

2.2 **Obligations of the parties.** The Receiving Party agrees, to the extent permitted by law, that Confidential Information shall remain the property of the Disclosing Party and that the Receiving Party shall only use, disclose or distribute Confidential Information within its own organization as is reasonably necessary to carry out the intent of this Agreement, and/or as required under federal or state law. For the period of the Agreement and for a period of five (5) years after disclosure, Confidential Information shall not be used or disclosed to others except in furtherance of this Agreement, provided, however, that the foregoing obligation of non-use and non-disclosure shall not apply to any portion of the Confidential Information that:

- 2.21 is or shall have been known to the Receiving Party before receipt thereof;
- 2.22 is or shall have been disclosed to the Receiving Party by a third party;
- 2.23 is or shall have become known to the public other than through the Receiving Party;
- 2.24 is independently created by the Receiving Party's personnel who have had no exposure to the Confidential Information; or

2.25 is required by state or federal law, regulation, a court of competent jurisdiction or any rules of civil procedure applicable to any court or administrative proceeding to be disclosed.

- 2.3 **Return of Confidential Information.** Upon the expiration or earlier termination of this Agreement, to the extent permitted by law, the Receiving Party shall promptly return to the Disclosing Party all Confidential Information of the Disclosing Party and any copies made thereof, whether in written, electronic or any other form.

### **Article 3**

#### **Rights and Responsibilities of Authority**

- 3.1 **Provide Space and Equipment.** Authority shall provide a classroom in sufficient to provide quality instruction, audiovisual equipment; a desk and with file space for use by the Educator while at the Airport; and access to Department training equipment and supplies for the purposes of instruction.
- 3.2 **Designate QI Person.** Authority shall designate a person responsible for QI Services in Department and to receive the information under this Agreement and direct the QI Activities (“QI Designee”).
- 3.3 **Responsibility.** Authority understands and accepts the responsibility for the clinical activities and care provided by its employees and agents and for the implementation of the QI Services under this Agreement. Authority agrees that UCLA shall not be responsible for these clinical activities or the implementation of the QI Services.



## **Article 4**

### **Term**

- 4.1 The term of this Agreement shall be for one year from, December 1, 2023 through November 30, 2024.
- 4.2 The parties previously executed an agreement dated October 1, 2018 ("Prior Agreement"), under which UCLA provided an educator to conduct continuing education programs and quality improvement services for the Authority. Although the terms of the Prior Agreement for services between the parties expired on September 30, 2023, the parties have continued to operate under the terms of the Prior Agreement up to and until the effective date of this Agreement and have ratified and confirmed the terms of the Prior Agreement have continued in full force and effect up to and until the effective date of this Agreement.

## **Article 5**

### **Termination**

- 5.1 **Termination without Cause.** Either party may terminate this Agreement at any time without cause by providing the other party with sixty (60) days written notice to the names set forth in Article 9 below.
- 5.2 **Termination for Cause.** Either party may terminate this Agreement for cause or a material breach by providing the other party with thirty (30) days written notice to the names set forth in Article 9 below. If the breaching party fails to cure the breach, the termination shall be effective at the end of the thirty (30) day period.

## **Article 6**

## **Payment**

- 6.1 **Compensation for Services.** Authority agrees to compensate UCLA for the services provided by the Educator under this Agreement in the amount of \$26,944.47 per year. UCLA shall bill the Authority \$2,245.37 monthly. Authority shall pay this amount due within 30 days of receipt of the invoice from UCLA.
- 6.2 **Compensation for Additional Services.** Authority agrees to compensate UCLA for additional services referred to in Section 1.4 requested by the Fire Chief and approved by UCLA at an approved billable rate (currently \$90.00 per hour). The approved rate will be shared with Authority annually by March 31 for implementation July 1.
- 6.3 **Payment.** Any payment to UCLA made pursuant to this Agreement shall be made by check payable to the Regents of the University of California and mailed to:
- Contracts Manager  
UCLA Center for Prehospital Care  
1100 Glendon Avenue, Suite 1200  
Los Angeles, CA 90024

## **Article 7**

### **Insurance**

- 7.1 The parties agree to obtain and maintain the insurance set forth in **Exhibit A.**

## **Article 8**

### **Indemnification**

- 8.1 Authority agrees to defend, indemnify, and hold harmless UCLA, its officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Authority, its officers, employees or agents.
- 8.2 UCLA agrees to defend, indemnify, and hold harmless Authority, its officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCLA, its officers, employees or agents.

## **Article 9**

### **Notice**

- 9.1 Any notice required to be given to any party is deemed to have been given and to be effective on the date of delivery if delivered in person, or five (5) days after mailing if mailed by first-class certified mail, postage paid, or on the date of the fax confirmation if made by fax, to the respective addresses given below or to any other address as designated in writing to the other party:

**UCLA:**

Todd LeGassick

Executive Director

UCLA Center for Prehospital Care

1100 Glendon Avenue, Suite 1200

Los Angeles, CA 90024

With a copy to:

UCLA Healthcare Legal Affairs

924 Westwood Blvd., Suite 1050

Los Angeles, CA 90024

**Authority:**

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With a copy to:

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## **Article 10**

### **Use of Name**

- 10.1 Neither party may use the name of the other, including the name UCLA, the Regents of the University of California, or the University of California, in any advertising, publicity, or otherwise, without the prior written approval of the authorized representative of the other party. For UCLA, any such request shall be sent to the names and addresses in Article 9 above.

## **Article 11**

### **General Terms**

- 11.1 **Relationship.** This Agreement is not construed as creating a partnership, joint venture, or agency relationship among the parties. The relationship between the parties shall at all times be that of independent contractors.
- 11.2 **Governing Law.** This Agreement must be interpreted and construed according to the laws of the State of California.
- 11.3 **Modifications.** Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both parties.
- 11.4 **Assignment.** Neither party may assign its rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.
- 11.5 **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is determined to be invalid or unenforceable under any controlling body of law, the invalidity or enforceability does not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

- 11.6 **Waiver.** Waiver by any party of any breach of any provision of this Agreement or warranty or representation shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right in this Agreement shall not operate as a waiver of such right.
- 11.7 **Entire Agreement.** This Agreement, and the Exhibits, contain the entire Agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior written or oral agreements with respect to the subject matter in the Agreement.
- 11.8 **No Third Party Beneficiaries.** None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.
- 11.9 **Non-solicitation.** Authority agrees that it will not solicit UCLA Educator(s) for employment at Authority during the term of the Agreement and for twelve (12) months after the end of its term.
- 11.10 **Review of electronic files.** Authority agrees that UCLA Educator(s) will have access to review electronic patient care reports to review for audit purposes with respect to the services provided under this Agreement.

**SIGNATURE PAGE FOLLOWS**



IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates indicated.

DATE: 15-Nov-2023 | 10:06 PST

By: The REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of the UCLA Center for Prehospital Care

By:   
81B1E2F469034AE  
On behalf of UCLA

Charles Hajek

Executive Director, Finance & Associate  
CFO

DATE: \_\_\_\_\_

BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY

By: \_\_\_\_\_  
On behalf of Authority

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

\_\_\_\_\_  
Title

**Exhibit A**  
**Insurance**

**I. UCLA**

UCLA at its sole cost and expense shall insure or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. General Liability Self-Insurance with a limit of two million dollars (\$2,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000).
2. Business Automobile Liability Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence.
3. Professional Medical and Hospital Liability Self-Insurance Program with limits of two million dollars (\$2,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000).
4. Workers' Compensation and Employers Liability Self-Insurance Program covering University's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
5. Such other insurance in such amounts which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under Sections 1, 2, and 3 above shall not in any way limit the liability of UCLA. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

The coverages referred to under Sections 1 and 2 above shall include Authority as an additional covered party. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of UCLA, its officers, employees and agents under this Agreement. UCLA, upon execution of this Agreement, shall furnish Authority with Certificates of Self-Insurance evidencing compliance with all requirements.

**II. Authority**

Authority at its sole cost and expense shall insure or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:



1. General Liability Self-Insurance with a limit of two million dollars (\$2,000,000) per occurrence a general aggregate of five million dollars (\$5,000,000).
2. Business Automobile Liability Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence with additional coverage available.
3. Workers' Compensation and Employers Liability Self-Insurance Program covering Department's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
4. Such other insurance in such amounts which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under Sections 1, and 2 above shall not in any way limit the liability of Authority. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

The coverages referred to under Sections 1 and 2 above shall include UCLA as additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Authority, its officers, employees and agents under this Agreement. Authority, upon execution of this Agreement, shall furnish UCLA with Certificates of Self-Insurance evidencing compliance with all requirements.

### **III. NOTICE**

Each party shall provide the other with at least thirty (30) days advance written notice to the names set forth in Article 9 of this Agreement of any changes, modifications or cancellations of the above coverages.

## **PROFESSIONAL SERVICES AGREEMENT**

(Burbank-Glendale-Pasadena Airport Authority / HNTB Corporation)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated December 18, 2023, for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and HNTB Corporation ("Consultant"), a Delaware corporation.

### **RECITALS**

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: on-call architectural and engineering consulting services.

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

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

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

- A. "Account Manager": .
- B. "Airport Rules and Regulations": July 1, 2023, Airport Rules and Regulations or any successor adopted by the Authority Commission.
- C. "Commencement Date": December 18, 2023.
- D. "Contract Administrator": Stephanie Gunawan-Piraner or a duly authorized designee.
- E. "Contract Limit": \$375,000.00
- F. "Executive Director": Frank R. Miller or a duly authorized designee.
- G. "Expiration Date": December 17, 2026, unless extended as provided below.
- H. "Federal Requirements" the federal requirements set forth in the attached Exhibit E, which requirements are applicable to projects funded by an Airport Improvement Program grant from the Federal Aviation Administration.
- I. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.
- J. "Indemnitees": the Authority, TBI, the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

K. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit D.

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

M. "Task Order": a written work order, in the form set forth in the attached Exhibit C, that specifies an architectural or engineering assignment to be performed by Consultant.

N. "TBI": TBI Airport Management, Inc.

## **2. Services.**

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

B. Consultant shall perform the Services on a Task Order basis. Each Task Order shall be executed and dated, by the Contractor Administrator on the Authority's behalf and by the Account Manager on Consultant's behalf, prior to Consultant's commencement of work on the project. Task Orders shall be numbered sequentially and shall be subject to all terms and conditions of this Agreement.

C. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall consult the Contract Administrator for any decisions that must be made by the Authority. Consultant shall promptly notify the Contract Administrator of any unsafe condition that Consultant discovers at the Airport.

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

## **3. Term.**

A. The base term of this Agreement shall be three years commencing on the Commencement Date and expiring on the Expiration Date, unless earlier terminated as provided below.

B. The Authority shall have two options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, the Authority shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

C. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately

terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

**4. Compensation.**

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

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

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

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

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

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

**9. Confidentiality.** Consultant shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Consultant shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the

Authority at expiration or termination of this Agreement. Consultant's obligations under this section shall survive expiration or termination of this Agreement.

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

**11. Indemnification.**

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of reasonable attorneys' fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, employees, subcontractors or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional" as the term is defined under Civil Code Section 2782.8(c)(2).

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

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

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

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

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

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

Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Stephanie Gunawan-Piraner  
E-mail: [SGunawan-Piraner@bur.org](mailto:SGunawan-Piraner@bur.org)

Consultant  
HNTB Corporation  
6033 W. Century Blvd. Suite 1050  
Los Angeles, CA 90045  
Attn: Tony Fermelia  
E-mail: [tfermelia@hntb.com](mailto:tfermelia@hntb.com)

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

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

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

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



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

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

**[SIGNATURES ON FOLLOWING PAGE]**

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

**HNTB Corporation**

By: 

Print Name: C. YOLA CHANDRAW

☐ Chairperson ☐ President ☒ Vice President

By: 

Print Name: Craig W. Denson

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

**Burbank-Glendale-Pasadena Airport Authority**

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

Approved as to form:

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



**EXHIBIT A**  
**Scope of Services**

## **EXHIBIT A SCOPE OF SERVICES**

The scope of services sought will fall into three specific categories:

**CATEGORY 1: Site Investigations and Analyses, Planning and Engineering Studies, Land Surveys**

**CATEGORY 2: Conceptual, preliminary, and Final Design and Analyses**

**CATEGORY 3: Construction Management and Construction Administration**

All work shall be in accordance with each task assignment and the applicable portions of this Scope of Services. When required, the Consultant shall prepare and provide, as part of these categories of services, all documents such as drawings, specifications, construction cost estimates, renderings, reports, logs, measurements, models, lab analyses, material samples, calculations, etc. All work is to be performed in accordance with the latest edition of the applicable FAA Advisory Circulars and local, state, and federal codes.

### **CATEGORY 1: Site Investigations and Analyses, Planning and Engineering Studies, Land Surveys**

Category I services include, but are not limited to:

- Airport and highway planning and transportation studies.
- Specialized FAA Aviation Studies and airspace analysis.
- Civil, Architectural, Structural, Mechanical and Electrical systems evaluations.
- NEPA/CEQA studies in accordance with state and federal guidelines.
- Particular expertise in materials (concrete, asphalt, etc.) and airfield electrical systems.
- Property line, ALTA (American Land Title Association), topographic, photogrammetric, facility and utility measurements, mapping and land surveying, including aerial photography and photogrammetry, ground positioning satellite surveys and horizontal control "blue book" data conversions and transformations, e.g. NAD 83/27.
- Geotechnical, including field and laboratory work.
- Site selections and transportation studies (e.g., traffic impact due to road changes).
- Feasibility studies.
- Investigative studies and reports.
- Airport development schedules and cost estimates
- Airport project benefit and life cycle cost analysis
- GIS data collection and processing and other graphical/mapping efforts

### **CATEGORY 2: Conceptual, Preliminary and Final Design, and Analyses**

Category 2 services include basic Engineering services normally required for airport projects including, but not be limited to, Civil, Structural, Mechanical, Electrical (expertise in airfield electrical systems), Architectural, and Transportation engineering design.

The services include, but are not limited to:

- Defining scope of the project and establishing primary requirements.

- Consulting with Airport staff on project requirements and coordination with other pertinent agencies, including FAA, City of Burbank, City of Los Angeles, etc.
- Preparing and conducting necessary surveys, geotechnical investigations, and other engineering and architectural studies used in design development.
- Developing necessary schematics or exhibits, environmental considerations, and early project considerations.
- Preparing detailed reports, plans and specifications, cost estimates, design schedules, and anticipated construction schedules.
- Preparing Construction Safety and Phasing Plans (CSPP).
- Preparing Independent Fee Estimates for the Authority's use in design or construction negotiations.
- Assisting the Authority with advertising, securing bids, negotiating for services, analyzing bid results, and preparing contract documents.

### **CATEGORY 3: Construction and Close Out Support**

Category 3 services include, but are not limited to:

- Civil, Structural, Mechanical, and Electrical engineering design analyses, including the modifications of existing drawings and specifications, and the preparation of supplemental drawings and specifications.
- Responding to contractor's request for information and substitution requests.
- Analysis of contractor submittals, e.g., schedules, shop drawings, manufacturer's data, samples, etc.
- Analysis of construction documents for compliance with applicable codes.
- Construction surveying, if needed.
- Periodic inspection for work in progress to determine compliance with contract documents.
- Proposal and Change Order analyses.
- Construction cost estimating and constructability review.
- Observing/reviewing performance tests required by specifications.
- Reviewing and approving test results for materials and equipment.
- Assisting the Authority with creating punch lists and performing final inspections
- Assisting the Authority with preparation of Final Construction Report and other required project close out reports.
- Reviewing Operations and Maintenance Manuals.
- Providing record drawings.

**EXHIBIT B**  
**Fee Schedule**

**HNTB Corporation**  
The HNTB Companies  
Infrastructure Solutions

6033 West Century Boulevard  
Suite 1050  
Los Angeles, CA 90045

Telephone (310) 417-8777  
Facsimile (310) 417-5369  
www.hntb.com



October 5, 2023

Attn: Semijia Bolton  
Senior Procurement Specialist  
Burbank-Glendale-Pasadena Airport Authority  
2627 N Hollywood Way Burbank, CA 91505

**Re: On-Call Architectural and Engineering Consulting Services RFP # E23-04  
Fee Schedule**

Below are HNTB's 2023 professional billing rates. Also attached are billing rates for our proposed subconsultants.

Engineer I	\$128.25	Associate Architect I	\$94.85
Engineer II	\$142.50	Associate Architect II	\$116.96
Engineer III	\$153.22	Project Manager - Architecture	\$178.30
Project Engineer	\$198.22	Sr Project Architect	\$221.62
Senior Engineer	\$235.32	Lead Architect	\$263.57
Preliminary & Final Design Lead	\$289.07		
Construction & Close Out Lead	\$293.15		
Project Manager	\$360.96		
Planner I	\$88.17	Project Analyst	\$85.50
Planner II	\$102.45	Sr Project Analyst	\$142.50
Planner III	\$115.98		
Planner IV	\$191.25		
Planner V	\$269.70	Cadd Tech	\$99.75
Sr Technical Writer/Editor	\$151.20	Cadd Manager	\$151.05
QC Lead	\$257.45		
NEPA/CEQA Lead	\$305.18		
Group Director - Planning	\$372.86		

Note: All rates subject to change at end of each year based on a 3.5% annual inflation and cost of living adjustment.

Sincerely,

A handwritten signature in cursive script that reads "Tony Fermelia".

Tony Fermelia PE  
HNTB Project Manager

**EXHIBIT C**  
**Task Order Form**

## EXHIBIT C



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

### TASK ORDER (TO)

<b>To Firm:</b>	
<b>SA/P.O. No:</b>	<b>Account No.:</b>
<b>T.O. Order No:</b>	<b>Effective Date:</b>
<b>T.O. Revision No:</b>	<b>Revision Date:</b>
<b>Originator:</b>	<b>Phone No:</b>

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

Additional sheet(s) attached? ☐ Yes ☐ No

Emergency? ☐ Yes ☐ No

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

<b>DESCRIPTION / SERVICE CATEGORY:</b>

#### Task Order Pricing Basis

<b>Time &amp; Materials, Fee Schedule/Rates:</b>	<input type="checkbox"/>
Estimated not-to-exceed amount:	\$ _____
Estimated revision amount:	\$ _____
Total of previous revisions:	\$ _____
Current estimated not-to-exceed amount:	\$ _____

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

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

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

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

_____ Company Name	_____ Burbank-Glendale-Pasadena Airport Authority Company Name
_____ Authorized Signature	_____ Authorized Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

(Rev. 06/21/18)

**CLEAR**

**EXHIBIT D**  
**Insurance Requirements**

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

A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

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

## **EXHIBIT E**

### **AIP Project Federal Requirements**

References in this Exhibit to "Contractor" shall be deemed to refer to Consultant. Consultant shall: (i) insert these provisions in each lower tier contract; (ii) incorporate the requirements of these provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services; and (iii) be responsible for compliance with these provisions by any subcontractor, lower-tier subcontractor, or service provider.

#### **1. Access to Records and Reports**

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

#### **2. Breach of Contract Terms**

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

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

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

#### **3. General Civil Rights Provisions**

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

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

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

#### **4. Civil Rights – Title VI Assurance**

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

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

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

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

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

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

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

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

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

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

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as



may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

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

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

#### **5. Clean Air and Water Pollution Control**

A. Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). Consultant agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

B. Consultant must include this requirement in all subcontracts that exceed \$150,000.

#### **6. Certification of Offeror/Bidder Regarding Debarment**

A. By submitting a bid/proposal under this solicitation, the offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

B. The successful offeror, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful offeror will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.

2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

C. If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **7. Disadvantaged Business Enterprises**

A. Contract Assurance (49 CFR § 26.13) – The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

B. Prompt Payment (49 CFR § 26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

C. Termination of DBE Subcontracts (49 CFR § 26.53(f)) –

1. The prime contractor must not terminate a DBE subcontractor listed in response to the Disadvantaged Business Enterprises section of the solicitation for this Agreement (or an approved substitute DBE firm) without prior written consent of the Authority. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

2. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent the Authority. Unless the Authority's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

3. The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

4. Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request.

5. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Authority and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Authority should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Authority may provide a response period shorter than five days.

6. In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

**8. Distracted Driving**

A. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

B. In support of this initiative, the Authority encourages Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by



distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Consultant must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**9. Domestic Preferences for Procurements**

The offeror certifies by signing and submitting this proposal that, to the greatest extent practicable, the offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

**10. Federal Fair Labor Standards Act**

A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

B. Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**11. Certification Regarding Lobbying**

A. The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **12. Occupational Safety and Health Act**

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

## **13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

Consultant and subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## **14. Termination of Contract**

### **A. Termination for Convenience.**

1. The Authority may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Authority, Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, Consultant must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

3. The Authority agrees to make just and equitable compensation to Consultant for satisfactory work completed up through the date Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. Termination for Cause.

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a. Termination by Authority: The Authority may terminate this Agreement for cause in whole or in part, for the failure of Consultant to:

1. Perform the services within the time specified in this contract or by the Authority approved extension;

2. Make adequate progress so as to endanger satisfactory performance of the services; or

3. Fulfill the obligations of the Agreement that are essential to the completion of the services.

Upon receipt of the notice of termination, Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, Consultant must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Authority agrees to make just and equitable compensation to Consultant for satisfactory work completed up through the date Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Authority determines Consultant was not in default of the Agreement, the rights and obligations of the

parties shall be the same as if the Authority issued the termination for the convenience of the Authority.

b. Termination by Consultant: Consultant may terminate this Agreement for cause in whole or in part, if the Authority:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than 180 days due to reasons beyond the control of Consultant.

Upon receipt of a notice of termination from Consultant, the Authority agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If the Authority and Consultant cannot reach mutual agreement on the termination settlement, Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Authority's breach of the contract.

In the event of termination due to Authority breach, Consultant is entitled to invoice the Authority and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by Consultant through the effective date of termination action. The Authority agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **15. Veteran's Preference**

In the employment of labor (excluding executive, administrative, and supervisory positions), Consultant and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



**RELEASE DATE: SEPTEMBER 22, 2023**

**REQUEST FOR PROPOSALS ("RFP")**

The Burbank-Glendale-Pasadena Airport Authority is soliciting proposals  
from qualified firms to contract for:

**REGIONAL INTERMODAL TRANSPORTATION CENTER ARTWORK REPRODUCTION  
AND INSTALLATION SERVICES  
HOLLYWOOD BURBANK AIRPORT  
RFP NO. ADM24-01**



**Hollywood Burbank**  
Airport

**PROPOSALS DUE: OCTOBER 17, 2023 @ 4:00 P.M. VIA PLANETBIDS**

**Q&A DEADLINE: ALL QUESTIONS/REQUESTS FOR INTERPRETATION MUST BE  
RECEIVED BY OCTOBER 11, 2023 AT 5:00 P.M.**

**PROPOSALS MUST REMAIN VALID FOR 120 DAYS FROM DUE DATE.**

## REQUEST FOR PROPOSALS (“RFP”)

### REGIONAL INTERMODAL TRANSPORTATION CENTER ARTWORK REPRODUCTION AND INSTALLATION SERVICES HOLLYWOOD BURBANK AIRPORT PROJECT NUMBER ADM24-01

By submitting a proposal, Proposer acknowledges receipt of all content of the RFP package as delivered electronically and hereby attests to non-collusion regarding the competitive opportunity and any price submitted. Proposer acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. Proposer certifies that the information provided in its submission is complete, including the full disclosure of all sub-contractors, suppliers, joint-ventures, teaming agreements and the like, and that the information submitted is true and accurate to the best of its personal knowledge. Proposer confirms that the signing party is an authorized representative of the entity submitting the proposal and has the individual authority to submit this proposal electronically on behalf of the entity and to bind the entity to all information set forth herein.

Date:	Comp any Name :	
*Authorized Signature	Name	Title
*Authorized Signature	Name	Title

\*If the contracting party is a corporation, two (2) signatures are required: one (1) signature by either the Chairperson of the Board, the President or any Vice President; and one (1) signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

**RETURN THIS COVER PAGE WITH YOUR PROPOSAL – LATE, EMAILED, MAILED, HAND  
DELIVERED, OR FAXED SUBMISSIONS WILL NOT BE ACCEPTED.**



**REGIONAL INTERMODAL TRANSPORTATION CENTER ARTWORK REPRODUCTION  
AND INSTALLATION SERVICES  
HOLLYWOOD BURBANK AIRPORT  
RFP NO. ADM24-01**

The Burbank-Glendale-Pasadena Airport Authority (“Authority”) is pleased to solicit proposals from experienced signage contractors to reproduce, install, and maintain public artwork that will need to be reproduced and printed onto permanent panels at the Regional Intermodal Transportation Center (“RITC”) for Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport” or “BUR”). The selected proposer (“Contractor”) will be awarded an Artwork Reproduction and Installation Agreement (“Agreement”) in substantially the form of the sample agreement set forth in Attachment C.

**GENERAL BACKGROUND INFORMATION**

The Airport is a medium hub airport, located approximately 12 miles north of Downtown Los Angeles, serving the greater Los Angeles metropolitan area. BUR is the closest metro L.A. area airport to the majority of L.A.’s most popular tourist destinations, as well as attractions in nearby Glendale and Pasadena. In 2022, BUR experienced 5.9 million in passenger traffic. BUR currently offers 83 daily flights from 8 commercial airlines: Southwest, United, Delta, Alaska, American, Avelo, Spirit and JetBlue. BUR also has two on-site, fixed-base operators, Million Air Burbank and Atlantic Aviation. It features a passenger terminal with 14 gates.

The Authority, owner/operator of the Airport, is a joint powers agency formed by the Cities of Burbank, Glendale, and Pasadena. The Authority is governed by a nine-member Commission composed of three appointees from each of these cities.

**PROJECT BACKGROUND INFORMATION**

In 1992, the City of Burbank adopted an Art in Public Places (“APP”) Ordinance, which is now codified at Burbank Municipal Code Section 10-1-1114. The APP Ordinance reinforces the belief that the visual environment plays an essential role in creating an atmosphere of enterprise, culture and civic confidence that is vital to growth and improvement. In July 2014, the Authority completed construction of the RITC, located at the intersection of Hollywood Way and Empire Avenue. The RITC houses the Airport’s rental car facilities and other transportation related services.

On August 7, 2023, the City of Burbank APP committee approved the RITC public artwork design presented by the Authority. The theme for the artwork is “Aviation History”. Six public art panels (“Artwork Panels”), each approximately 167”W x 444”H, are to be mounted and secured to existing steel frames on the RITC structure facing Hollywood Way and Empire Avenue.

The objective of this RFP is to complete the Authority’s compliance with the APP Ordinance by selecting a licensed contractor to reproduce, enlarge, and install the permanent Artwork Panels on the RITC.

**SCOPE OF SERVICES**

The Contractor shall reproduce, enlarge, and install the Artwork Panels on the RITC, and maintain the Artwork Panels for a 10 year period. The Contractor will be provided with digital files containing the artwork. It is mandatory that the Proposer includes a site visit to evaluate the

structures. The artwork is to be printed on panels and secured to existing frames on the RITC structure. The method of printing, the chosen materials, and the method of installation onto existing steel frames must be recommended by the Proposer. The City of Burbank will need to approve the materials recommended. The overall dimensions of each of the six Artwork Panels are approximately 167"W x 444"H. This is a permanent art installation, so recommended materials and installation methods must withstand a minimum material guarantee of at least 10 years against sun, wind, harsh weather and outdoor conditions. Proposers must submit a maintenance plan/pricing including a 10-year minimum plan for cleaning, maintenance, and repair/replacement for damaged or faded panels. The plan must also include warranty information for labor installation and materials.

### PROCUREMENT SCHEDULE

The anticipated schedule for this competitive selection process is listed below. The schedule is subject to change at the sole discretion of the Authority. Please check the PlanetBids website for the latest schedule.

<b>Procurement Phase</b>	<b>Date</b>
RFP Issued by Authority	<b>September 22, 2023</b>
Deadline for submission of written questions or requests for clarification	<b>October 11, 2023</b>
Proposals Due	<b>October 17, 2023</b>
Award Recommendation to Authority Commission	<b>November, 2023</b>
Project Completion Date Target To Be Installed	<b>April 30, 2024</b>

### QUESTIONS/REQUESTS FOR CLARIFICATIONS

The Authority has designated its Art Consultant, Anyone Collective (Gabriel Mieir) at [Gabe@weareanyone.com](mailto:Gabe@weareanyone.com) as primary contact for any inquiries or requests for clarification concerning this procurement. Such inquiries should be submitted initially in writing via email. Proposers may also submit inquiries through the Authority's e-procurement website portal, PlanetBids, via the Q&A tab. Proposers shall limit all communications during the procurement process until the notification of proposed contractor selection through one of these designated contacts, and failure to adhere to this limitation may be grounds for disqualification from consideration for the contract award. Any substantive replies will be issued as a written addendum and posted on PlanetBids. No questions or requests for clarification related to this RFP will be accepted after 5:00 p.m. on October 11, 2023. Questions received after the deadline will not be addressed.

When submitting a request for clarification via the Q&A tab, Proposers are encouraged to reference the RFP or Attachment page and section pertinent to the question. Proposers shall not rely upon any oral instructions given by the Authority.

### MANDATORY SITE VISIT

Proposers are required to schedule and attend a mandatory site visit by contacting Gabriel Mieir ([gabe@weareanyone.com](mailto:gabe@weareanyone.com)) by 2:00 p.m. on October 10, 2023. Failure of a Proposer to schedule and attend a site visit will render that Proposer's proposal non-responsive.



## MINIMUM QUALIFICATIONS

1. Experience creating art installations or permanent signage for airport or public agency property.
2. Demonstrated ability to create site-responsive projects.
3. Knowledge of methods and techniques of art installation management, including art contracting, design, fabrication, construction, lighting and installation management.
4. Ability to understand, explain, interpret, and comply with APP Ordinance requirements.

## PROPOSAL CONTENT

Proposers are required to follow the format and assemble their proposal as specified below. The content of the proposal must be clear, concise, and complete. The proposal shall be limited to a maximum of 12 pages of text and submitted in .PDF format. The page count does not include the table of contents and section dividers.

Only those Proposers providing complete information as listed below will be considered for evaluation. Proposals not submitted in the manner described herein may be considered non-responsive and be subject to rejection. Each section of the proposal shall be clearly identified, organized and correlate with the following sections:

1. Statement / Signed Cover Letter – Not to exceed 1 page and shall include:
  - a. Contact information – include email and phone number of main contact person.
  - b. A brief statement indicating Proposer's clear understanding of the services requested.
  - c. Overall case for Proposer's selection.
2. Background – Not to exceed 1 page and shall include:
  - a. Physical street address.
  - b. State of California DIR registration number and CSLB license number.
  - c. Number of years in business.
3. Relevant Experience and Qualifications – Not to exceed 3 pages and shall include:
  - a. Description of Proposer's art installation practice, relevant public agency experience, and in-depth knowledge, past performance, and experience relating to the scope of services.
  - b. Images of 5 completed projects including most recent relevant work. Each image shall include title, date, location, materials, art budget, and a brief description of the installation process.
  - c. Description of 3 reference projects completed within the last 5 years, demonstrating experience. Reference projects in an airport or multi-building campus environment are preferred. If more than 3 reference projects are submitted, only the first 3 listed will be considered for evaluation. For each reference project, provide a name, address, and e-mail contact information for the project sponsor, and describe Proposer's success in meeting the project's budget, objective and schedule.
4. Proposed Technical Approach – Not to exceed 4 pages and shall include:
  - a. Summary of proposed art installation method including: materials to be used, durability, and maintenance plan. This is a permanent art installation, so materials and installation methods must be resistant to sun, wind, harsh weather and outdoor

conditions for at least 10 years. Materials are subject to approval by the City of Burbank.

- b. Summary of proposed workplan with timelines and key milestones to complete installation by target date.
  - c. Preventative maintenance plan, including service requirements, a 10-year minimum plan for cleaning, maintenance, and repair/replacement for damaged or faded panels and warranty information for labor installation and materials.
5. Proposed Fee – Not to exceed 1 page and shall include:  
The proposed fee shall be all inclusive and include costs for site visit, panel printing, fabrication, permitting, engineering, delivery, equipment, installation, supplies (panels to be installed on existing framework).

Proposed fee shall include pricing for the 10-year minimum plan for cleaning, maintenance, and repair/replacement for damaged or faded panels.

6. Sample Agreement/Proof of Insurance – Not to exceed 2 pages and shall include:  
Proposals shall include a statement that the Proposer has read, understands, and will execute the sample agreement as presented. Alternatively, if a Proposer objects to any language contained in the sample agreement, the proposal shall identify the contested contract language and shall set forth alternate contract language for the Authority's consideration. Proposals that do not confirm acceptance of the sample agreement, and that do not identify contested contract language and include alternative contract language, shall be deemed nonresponsive. The Authority reserves the right to alter the sample agreement after selection of a Proposer with notice to the proposed awardee prior to final offer.

Proposer shall submit sample certificate of insurance meeting requirements listed in Exhibit B of the sample agreement.

7. Signed Cover Page – Page 2 of this RFP document.

## PROPOSAL EVALUATION CRITERIA

Proposers will be evaluated/scored according to the following Selection Criteria based on the information submitted in their proposal:

- SC-1 Experience, Background and Past Performance: Experience supporting and facilitating the implementation of a public art program (as described in the Scope of Services) for public agencies, companies, or organizations. (30 pts)
- SC-2 Technical Approach: Proposed approach demonstrates an in-depth understanding of required tasks and ability to meet project objectives within the proposed schedule. Any additional recommendations are fully explained and justified. (30 pts)
- SC-3 Proposed Fee: (40 pts)

The Authority may contact recent clients and references for information and verification of experience and past performance. The Authority may obtain background information from social media and other sources.

## SELECTION PROCESS AND AWARD

It is anticipated that the Authority shall award a contract and related purchase order to one proposer as described in this RFP. The contract award, if made by the Authority Commission, will be to the proposer deemed most capable of providing artwork installation in alignment with the Authority Commission's aesthetic vision for the RITC in compliance with the APP Ordinance at a reasonable fee. Upon selection, contractor will receive payment after work is done as outlined in the sample agreement.

## PUBLIC RECORD

The Authority is subject to the California Public Records Act, which generally provides that proposals submitted to public agencies are disclosable public records once a contract award has been agendized for consideration at a public meeting.

## TITLE VI SOLICITATION NOTICE

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that for any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full and fair opportunity to submit responses to this RFP and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS.

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

## PREVAILING WAGES.

In accordance with the Prevailing Wage Law (Labor Code Section 1720 et seq.), a part of the services is a "public works project." As applicable, the Contractor and any subcontractors shall pay wages in accordance with the determination of the Director of the California Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Engineering and Maintenance, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. The Project is subject to compliance monitoring and enforcement by the DIR.

## CSLB LICENSE.

At the time of contract award, the Contractor shall possess a valid Class **C-45 or C-61/D-42** contractor's license issued by the California State Contractors License Board ("CSLB").

## OTHER SOLICITATION TERMS

The Authority reserves the right to negotiate and may request clarifications on all associated items as part of its evaluation prior to contract award. The Authority reserves the right to evaluate the qualifications of the Proposer, based on experience and past performance,

technical ability, suitable and appropriate credentials, as it deems in its best interest. The Authority reserves the right to cancel the opportunity, or to reject any and all submissions, for any reason at its sole discretion, at any time prior to contract award, or to waive any informalities or technical defects as the interests of the Authority may require. Proposers shall bear their own proposal preparation costs. Proposals must be valid for acceptance by the Authority for 120 days from the proposal due date. Debrief requests will not be entertained but a final evaluation score sheet broken down by selection criteria category will be published. This solicitation is not a commitment to contract, a promise nor an authorization to purchase required resources, nor does it authorize commencement of any order or project.

### ADDENDA AND NOTICES

It shall be the Proposer's responsibility to check the PlanetBids website to obtain any addenda that may be issued and to receive any information/notices for this project.

### PROPOSAL SUBMISSION

Proposals shall be submitted electronically to the Authority by uploading to the PlanetBids website (<https://www.planetbids.com/portal/portal.cfm?CompanyID=21910>) by 4:00 p.m. on October 17, 2023. Late, emailed, faxed, or hand delivered submissions will not be accepted.

Proposals shall be addressed to:

Burbank-Glendale-Pasadena Airport Authority  
Attention: Lanna Aguilera  
Senior Manager, Procurement  
Ref: RFP ADM24-01 RITC Artwork Reproduction and Installation Services  
2627 Hollywood Way  
Burbank, CA 91505  
Phone: 818-860-3063  
E-mail: [laquilera@bur.org](mailto:laquilera@bur.org)

Select "Place e-Bid" to enter bid information. All information is visible only to the Proposer. Data may be "saved" (preliminary) or "submitted" (final), revised and withdrawn up to the closing deadline. You will receive a confirmation after final "submitting" of an e-bid. Proposals must be successfully and completely uploaded and e-bid confirmation received by submitting party prior to the deadline. Therefore, plan response time accordingly. Proposers are cautioned to completely check their proposal for accuracy prior to submission. The Authority strongly recommends you research the "Place E-bid" tab prior to submission in order to understand how the components of your response are to be uploaded in the General Attachments and Response File tabs.

Please contact PlanetBids directly at 818-992-1771 for technical assistance with your submission, as the Authority does not have access to the Vendor Portal.

### RFP Attachments:

Attachment A – Existing Panels for Reference  
Attachment B – Approved artwork  
Attachment C - Sample Agreement

## **ARTWORK REPRODUCTION AND INSTALLATION AGREEMENT**

(Burbank-Glendale-Pasadena Airport Authority / Y2H, Inc., dba Advanced Sign & Banner)

THIS ARTWORK REPRODUCTION AND INSTALLATION AGREEMENT ("Agreement") is dated December 18, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Y2H, Inc., dba Advanced Sign & Banner ("Contractor"), a California corporation. Contractor's CSLB license number is 1070217. Contractor's DIR registration number is 1000947801.

### **RECITALS**

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Contractor as an independent contractor to reproduce, enlarge, install, and maintain six permanent public art panels ("Artwork Panels") on the Regional Intermodal Transportation Center.

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

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

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

A. "ADR": Airport Designated Representative.

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

C. "Contract Limit": \$172,000.00.

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

E. "Expiration Date": April 30, 2024.

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

G. "Fee Schedule": the fee schedule set forth in the attached Exhibit D.

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

I. "Services": All services specified in the attached Exhibit A.

**2. Services.**

A. Contractor shall perform the Services, and furnish all necessary labor, tools, materials, and equipment for the Services, in a timely manner in accordance with the Airport Rules and Regulations, the Federal Requirements, and applicable laws. Violations of the Airport Rules and Regulations by Contractor or its personnel shall be punishable as stated in the Airport Rules and Regulations, including by administrative fines.

B. Contractor shall complete the reproduction and installation of the Artwork Panels within 120 calendar days after the Authority's issuance of a notice to proceed. Time is of the essence in this Agreement.

C. Contractor shall maintain and repair or replace damaged or faded Artwork Panels in accordance with the maintenance plan and warranties in the attached Exhibit C.

D. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Authority. Contractor shall consult the ADR for any decisions that must be made by the Authority. Contractor shall promptly notify the ADR of any unsafe condition that Contractor discovers at the Airport.

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

### **3. Term.**

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

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

### **4. Compensation.**

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

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

### **5. Corrections and Warranties.**

A. Contractor shall promptly correct any portion of the Services that the Authority rejects or that the Contractor knows to be defective, whether or not installed or completed. Additionally, Contractor shall correct any portion of the Services found to be defective, nonconforming, or deteriorating due to outdoor conditions, within a period of 2 years after the date of installation of the Artwork Panels, or within such longer period provided by any applicable special warranty.

B. If Contractor fails to correct a defective portion of the Services as required, then the Authority may order Contractor to stop the Services or any portion thereof until the problem has been eliminated.

C. The Artwork Panels are warranted against deterioration due to outdoor conditions, and defects in material or workmanship, as provided in Exhibit C of this Agreement.

## **6. Labor Code Provisions.**

A. The parties acknowledge that the performance of the installation and repair services under this Agreement constitute a "public works project" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.).

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

C. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

D. Copies of the prevailing rate of per diem wages established by the California Department of Industrial Relations are on file at the Airport and shall be made available on request.

E. Contractor shall comply with Labor Code Section 1775 and shall forfeit, as a penalty to the Authority, the sum of \$200 for each calendar day or portion thereof during which Contractor or any subcontractor has paid to any worker employed on the Services an amount less than that required by the California Department of Industrial Relations.

F. Contractor agrees to comply with the provisions of Labor Code Section 1776, which generally require Contractor and each subcontractor to: (i) keep accurate payroll records; (ii) certify and make such payroll records available for inspection; (iii) inform the Authority of the location of the records; and (iv) forfeit, as a penalty to the Authority, the sum of \$100 for each calendar day or portion thereof for each worker until such payroll records have been provided in response to a request pursuant to Section 1776. Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. Contractor shall provide a copy of such payroll records to the Authority.

G. Contractor shall forfeit, as penalty to the Authority, the sum of \$25 dollars for each worker employed in the execution of this Agreement by Contractor or subcontractors for each calendar day during which such worker is required or permitted to work more than eight hours in

any one calendar day and 40 hours in any one calendar week, in violation of Labor Code Section 1810 et seq.

H. Contractor shall not perform the Services with any subcontractor that has been debarred or suspended pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors (including principals and employees of Contractor and subcontractors) shall not be debarred or suspended throughout the term of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the term of this Agreement, then Contractor shall immediately notify the Authority.

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

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

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

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

**9. Indemnification.**

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

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

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



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

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

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

**Authority**

Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Scott Kimball  
E-mail: [skimball@bur.org](mailto:skimball@bur.org)

**Contractor**

Y2H, Inc., dba Advanced Sign & Banner  
21354 Nordhoff Street, #111  
Chatsworth, CA 91311  
Attn: Yushea Surti  
E-mail: [signs52@gmail.com](mailto:signs52@gmail.com)

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

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

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

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


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

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

**Y2H, Inc., dba Advanced Sign & Banner**



☐ Chairperson ☒ President ☐ Vice President



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

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

**Burbank-Glendale-Pasadena Airport Authority**

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

Approved as to form:

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

## **EXHIBIT A**

### **Scope of Services**

The Contractor shall reproduce, enlarge, and install the Artwork Panels on the RITC, and maintain the Artwork Panels for a 10 year period. The Contractor will be provided with digital files containing the artwork. The artwork is to be printed on panels and secured to existing frames on the RITC structure. The method of printing, the chosen materials, and the method of installation onto existing steel frames must be recommended by the Proposer. The City of Burbank will need to approve the materials recommended. The overall dimensions of each of the six Artwork Panels are approximately 167"W x 444"H. This is a permanent art installation, so recommended materials and installation methods must withstand a minimum material guarantee of at least 10 years against sun, wind, harsh weather and outdoor conditions. Proposers must submit a maintenance plan/pricing including a 10-year minimum plan for cleaning, maintenance, and repair/replacement for damaged or faded panels. The plan must also include warranty information for labor installation and materials.

## **EXHIBIT B**

### **Insurance Requirements**

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

A. General Liability Insurance. Contractor shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Contractor shall maintain automobile insurance covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Contractor 90 days' notice of such change. If such change results in

substantial additional cost to Contractor, then the parties shall renegotiate Contractor's compensation.

## **EXHIBIT C**

### **Maintenance Plan and Warranties**

Normally these sign panels do not require any type of special maintenance. Tree branches and leaves scratching against the panels will eventually damage the lamination and the print on the Aluminum. Regular maintenance by the airport authority of the trees around the panels such that they do not touch will help prolong the life of the panels. These signs are meant to be outdoor signs and as such need no special maintenance. They do not require extra cleaning, outside of the occasional wash from the Southern California rains. If any maintenance is required depending on the nature of the damage, we will do a survey and provide a recommendation and estimate at the time.

Over the years the signs/panels may fade or are damaged. In the event of excessive fading, we recommend replacing a complete sign on the faded/damaged sign frame rather than changing one panel at a time. If we replace only one or a few random panels that will not match the color of the other panels (fading due to sun exposure over time)

Aluminum panels can last outdoors in the sun and can withstand abuse from the elements for an extended period, the durability of the metal is long-lasting. The print on the other hand will eventually fade over time due to exposure to the elements.

The ink that is used to print outdoor signs is UV cured for outdoor use. We will also laminate or clear coat the sign for extra protection of the art not only from UV exposure but also from light scratches.

The longevity of the panels will depend directly on how many hours a day it is exposed to the sun, the angle of the sun hitting the prints, what time of day the sun hits and its intensity.

The cost of replacing a complete sign is \$30,000/ each with 3-5% inflation for each passing year.

**EXHIBIT D**  
**FEE SCHEDULE**

**Cost:**

The total cost of this project is \$172,000, This quote includes Engineering, City permits, Aluminum sheets, cutting, UV printing, lamination or clear coat, all installation-related costs, and the installation.



## **EXHIBIT E**

### **Non-AIP Project Federal Requirements**

#### **1. General Civil Rights Provisions**

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

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

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

#### **2. Civil Rights – Title VI Assurance**

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

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

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

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid

recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

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

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

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

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

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

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

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as

may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

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

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

*DRAFT*  
*SUBJECT TO CHANGE*

# ELEVATE BUR

**Replacement Passenger Terminal  
Art In Public Places Update**

**Presented to:  
Burbank-Glendale-Pasadena Airport Authority  
Commission**

**Susan F. Gray & Co. December 18, 2023**

# Burbank Art in Public Places Requirements

- At least 50% of the Minimum Allocation shall be on the exterior of the Project.
- Evidence that the artwork is designed and created by an experienced artist.
- Reproductions of artworks or historic elements are not eligible.
- Artwork application must be submitted in conjunction with the building permit application.
- Artwork must be highly durable and weather resistant.
- Size is proportional to the size of the Project. Owners are responsible for maintenance. Failure to maintain is a violation of the ordinance.
- City strongly suggests owners insure their artwork.

# Exterior

# General Maintenance Considerations

- Artists contracts to include detailed care and conservation manuals and video instruction
- Where possible, have BUR maintenance staff fully trained to cover routine inspections
- Have a qualified conservator under contract to address regular care as well as unforeseen damage
- Scissor lift on site for ease of maintenance and considerable cost savings for interior art
- Costs for interior artwork cleaning assume work performed when terminal is closed to the public
- Observe HVAC performance to see how much interior dust is generated per 6 months
- LED systems to be put on timers to increase component life span
- Anticipate LED replacement every 15-20 years, but noting new components should have greater capability and cost efficiency
- Consider covering the exterior artwork at night during curfew hours
- Consider obtaining fine art insurance
- Document all care and conservation efforts and maintain records





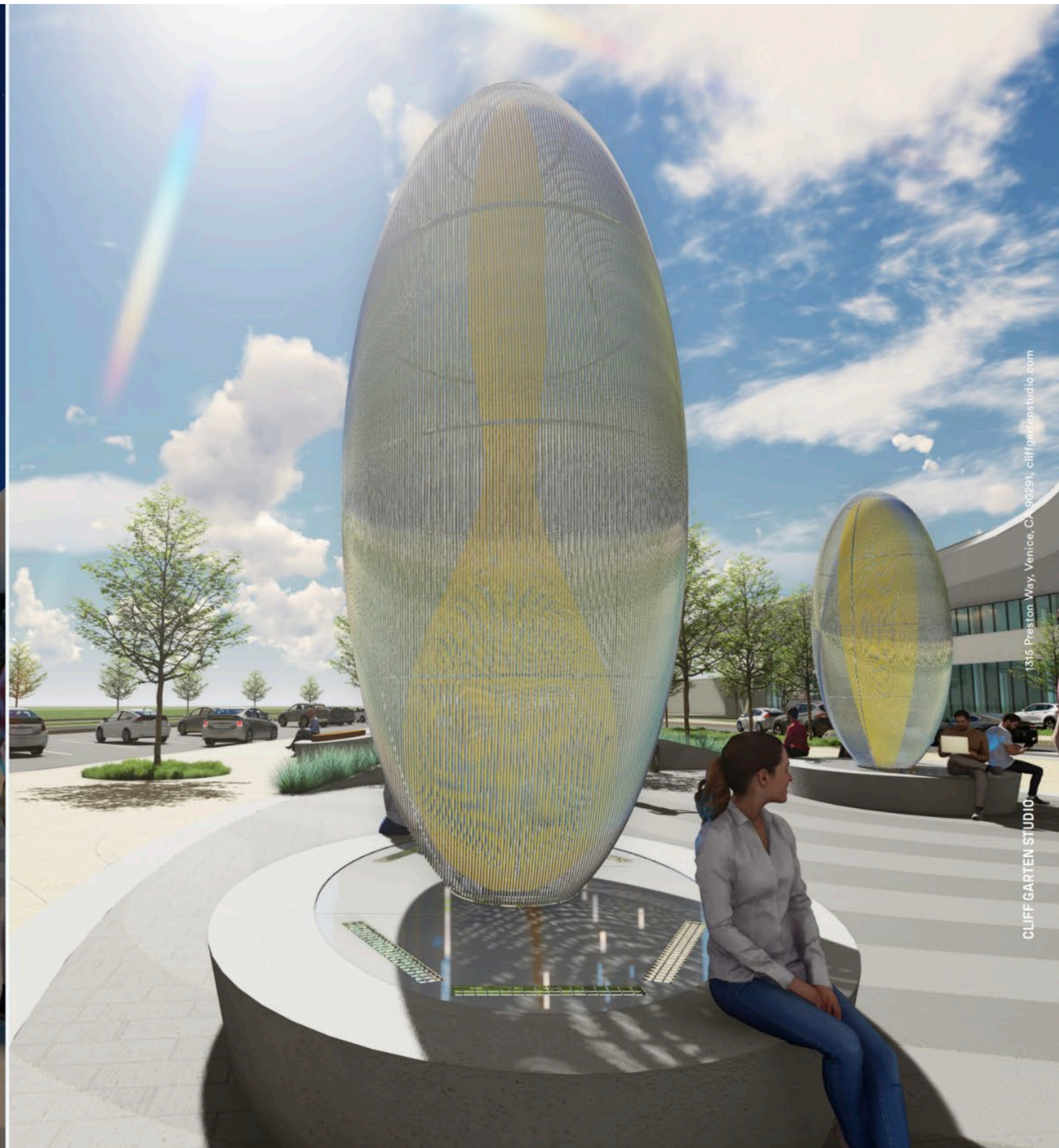
HOLLYWOOD  
BURBANK  
AIRPORT

Hollywood Burbank Airport  
Security Area Only  
←



# Cliff Garten



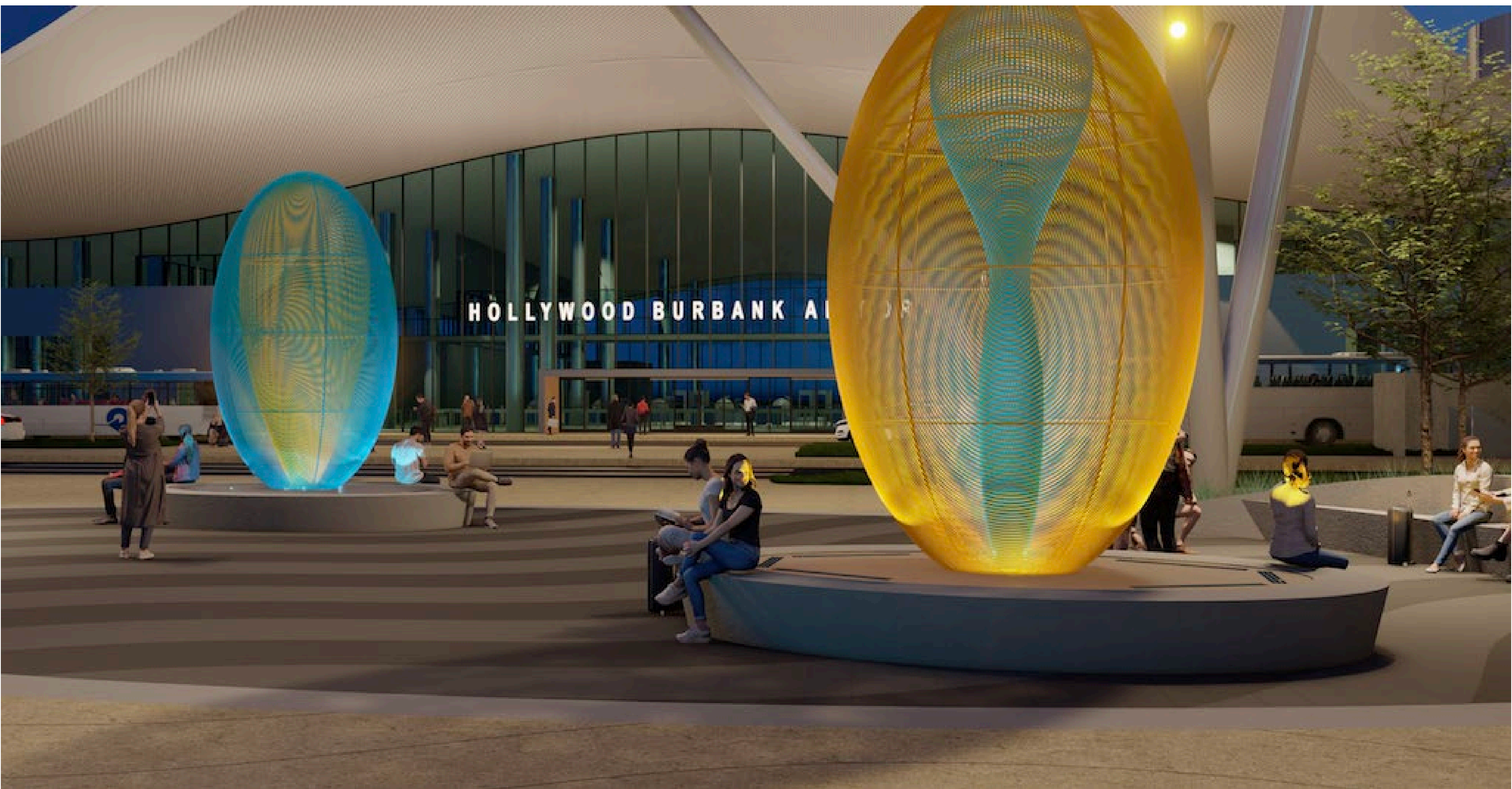






HOLLYWOOD  
BURBANK  
AIRPORT





# Maintenance

## Cliff Garten *The Two Electras*

Components: Stainless steel ribbed sculptures atop concrete pedestals, with internal LED fixtures programmed by external DMX controls

- Weekly inspections for removal of debris collection inside the steel ribs
- Clean sculpture and pedestal once a year with citrus-based clean cleaner, and steel passivator spray; remove pedestal tops and wipe down the lenses
- LEDs to run 16 hours per day, complete LED replacement cost after 60K hours (~10 years); approximately \$45,000





## CLIFF GARTEN STUDIO

1315 Preston Way

Venice, CA 90291

310.625.3354

cg@cliffgartenstudio.com

www.cliffgartenstudio.com

HOLLYWOOD BURBANK AIRPORT

### *The Two Electras*

Sculptures for the Entry Plaza  
HOLLYWOOD BURBANK AIRPORT  
REPLACEMENT TERMINAL

Burbank-Glendale-Pasadena Airport Authority



Gisela Colón











# Maintenance

**Gisela Colon**

***Star of Burbank / Verdugo Starlight Elliptical Dome***

Components: Aluminum sculpture and high-performance coating

- Weekly inspections for scratches and abrasions
- Clean and wax quarterly, cost approx. \$4,000 per year
- Spot surface repairs will take 2-3 days and require tenting the impacted area. Depending on size and depth of abrasion, cost approx. \$1,500 - \$4,000 per area
- Long-term refinishing: approximately every 15 - 20 years cost approx. \$100,000



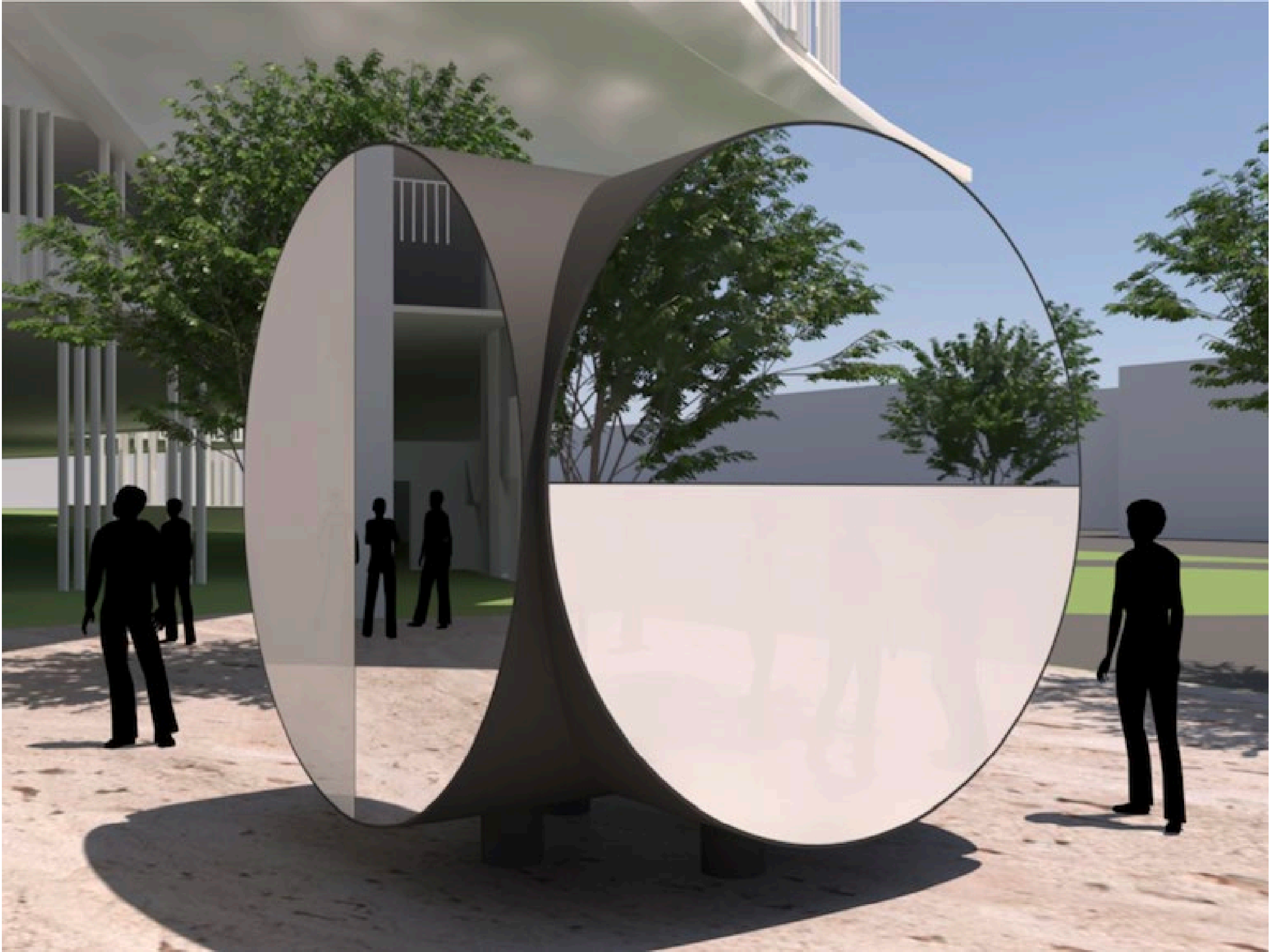


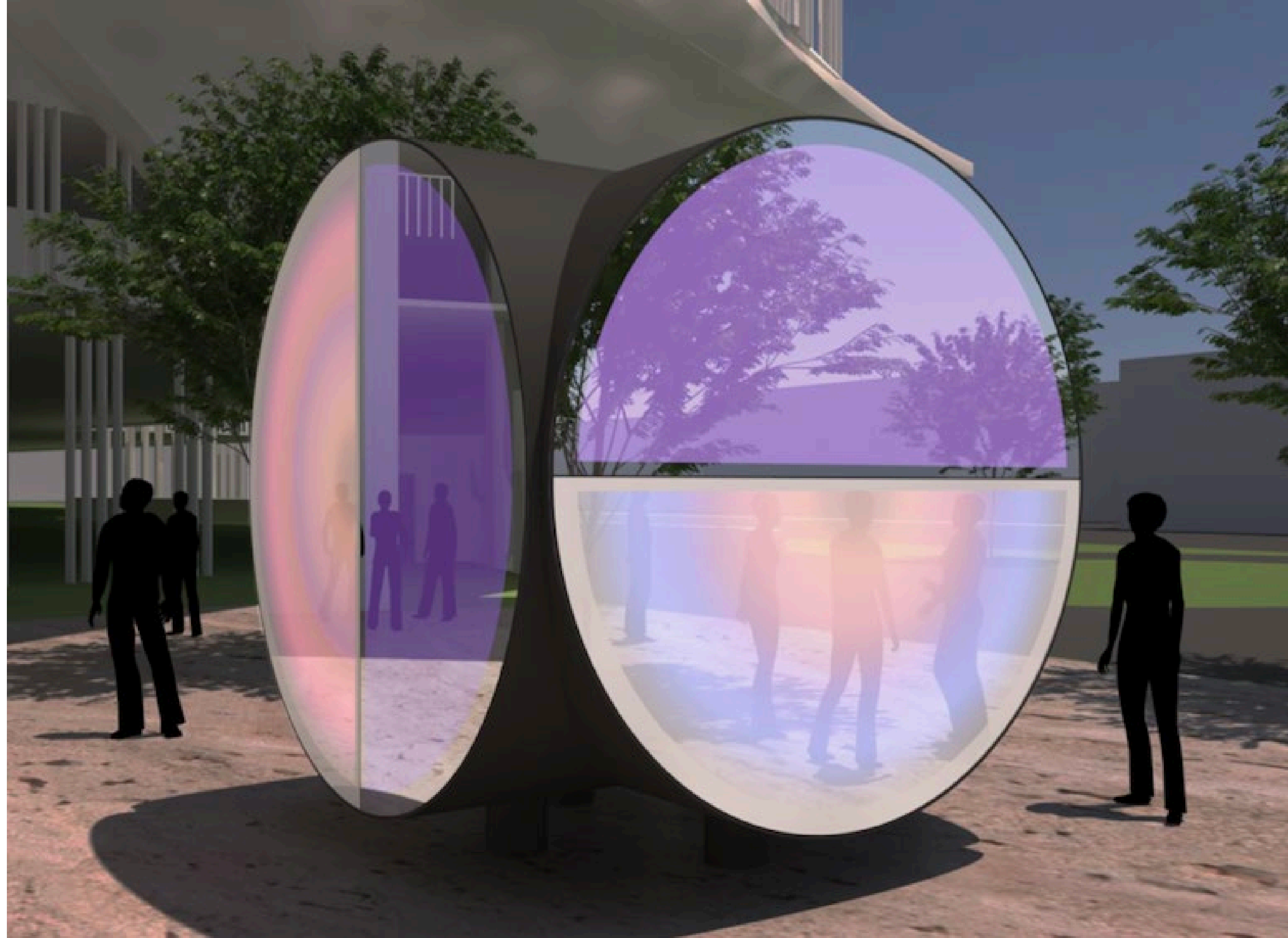
HOLLYWOOD BURBANK

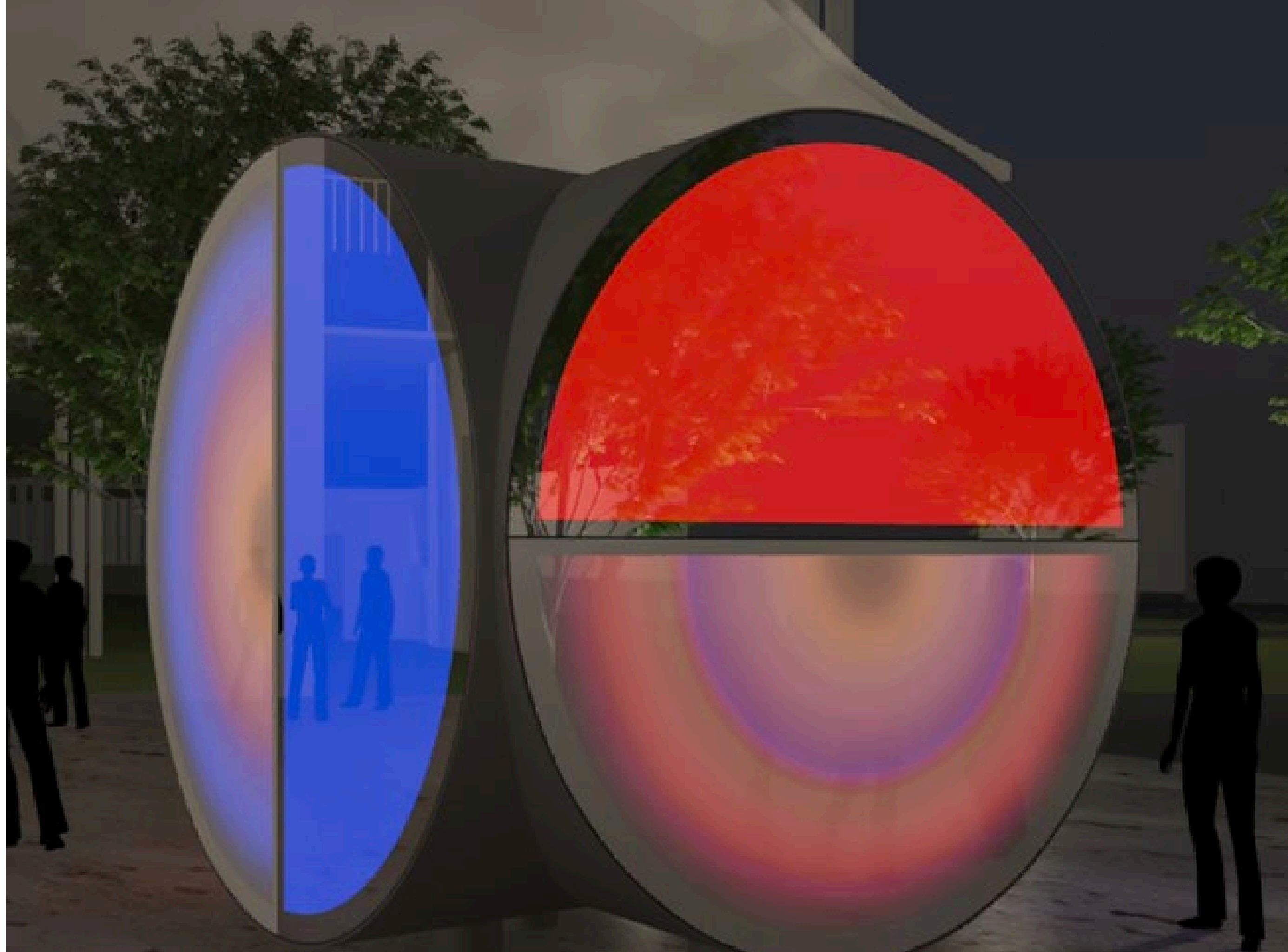
TO ALL GATES



Phillip K. Smith III









# Maintenance

## Phillip K. Smith 3 N-S-E-W

Components: Steel sculpture, glass screens covered in 3M film, and internal LED fixtures programmed by external DMX controls

- Weekly inspections for film scratches and abrasions
- Protective 3M film to be replaced on portals as needed; approximately \$2,000 per side
- LEDs to run 8 hours per day, complete replacement cost after 50K hours (~17 years); approx. \$70,000

*N-E-S-W*

**Exterior Artwork Proposal for the new  
Hollywood Burbank Airport Terminal**

by  
**Phillip K. Smith III**

# Interior





FOOD HALL

GATES 9-14

COFFEE

COFFEE



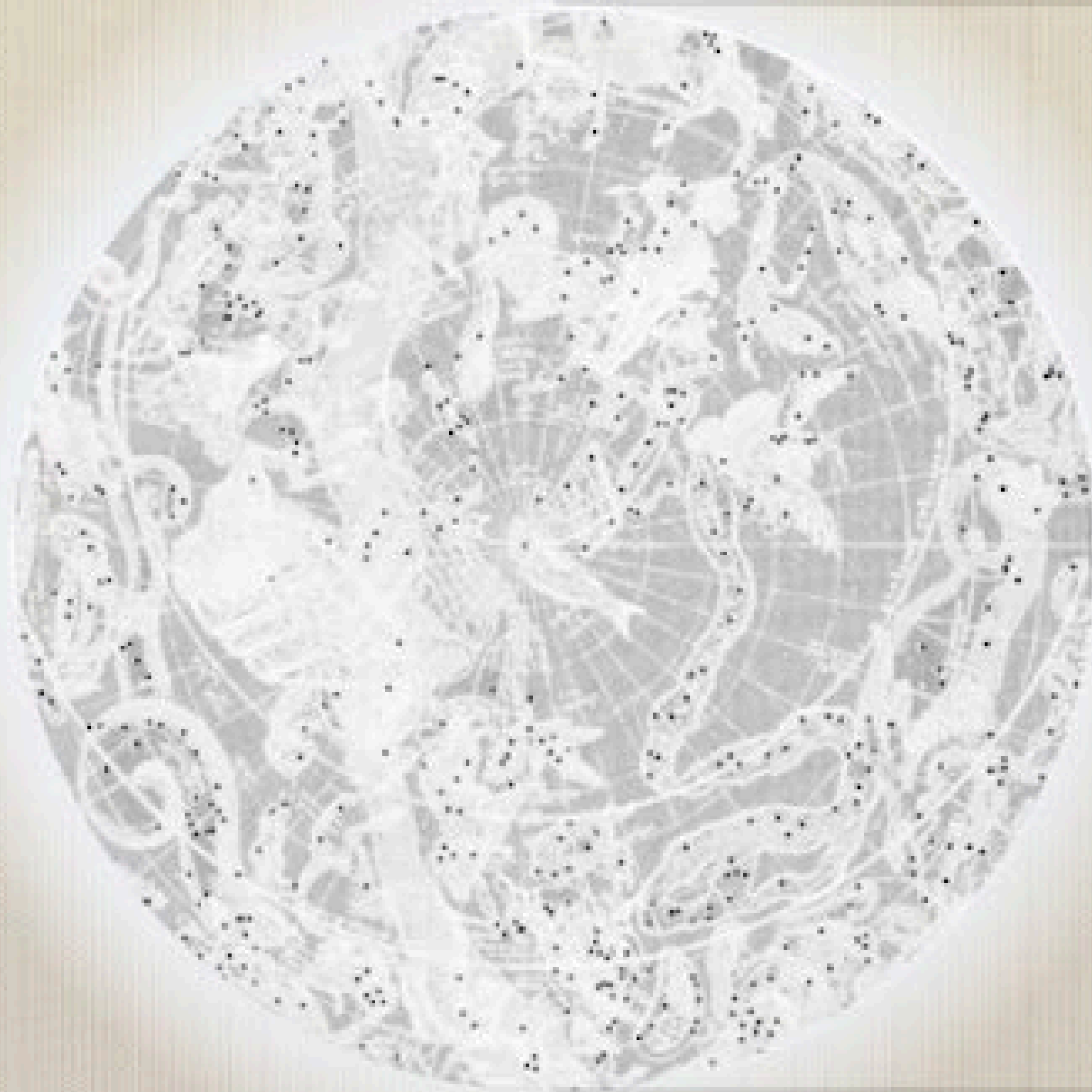
FreelandBuck











45°



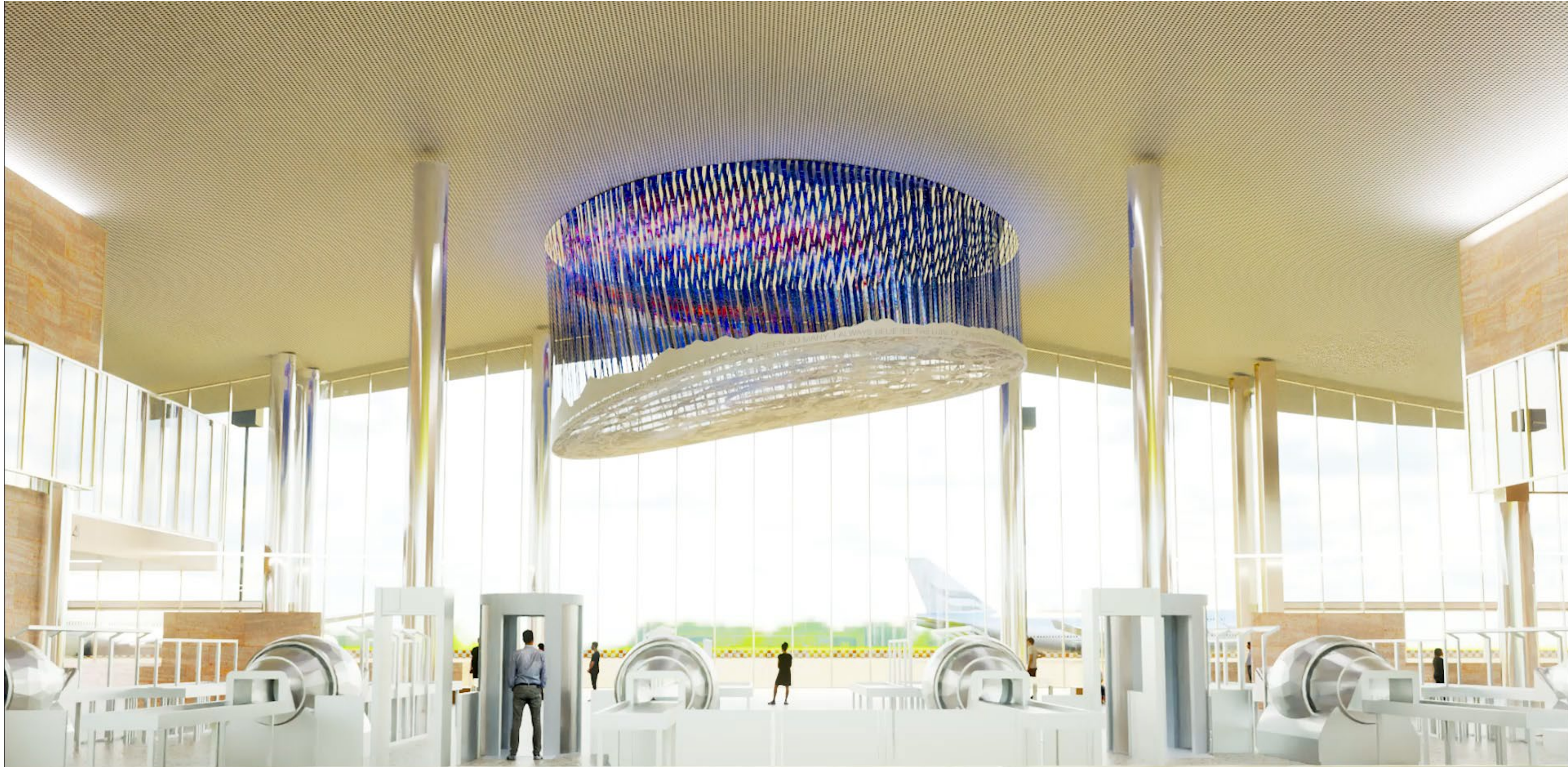
# Maintenance

## **Freeland Buck** *Shape of the Sky*

Components: steel unistrut supporting a polished stainless-steel wood laminate panel, aluminum fins, dropped ceiling grid, perforated aluminum printed panel, and interior linear LED fixtures with external DMX controls

- This piece has multiple layers and integrated components so consider a more proactive cleaning schedule with removal of the bottom panel, cost \$10,000-\$20,000
- LEDs to run 16 hours per day. Complete replacement cost after 70K hours (~12 years); approx. \$30,000





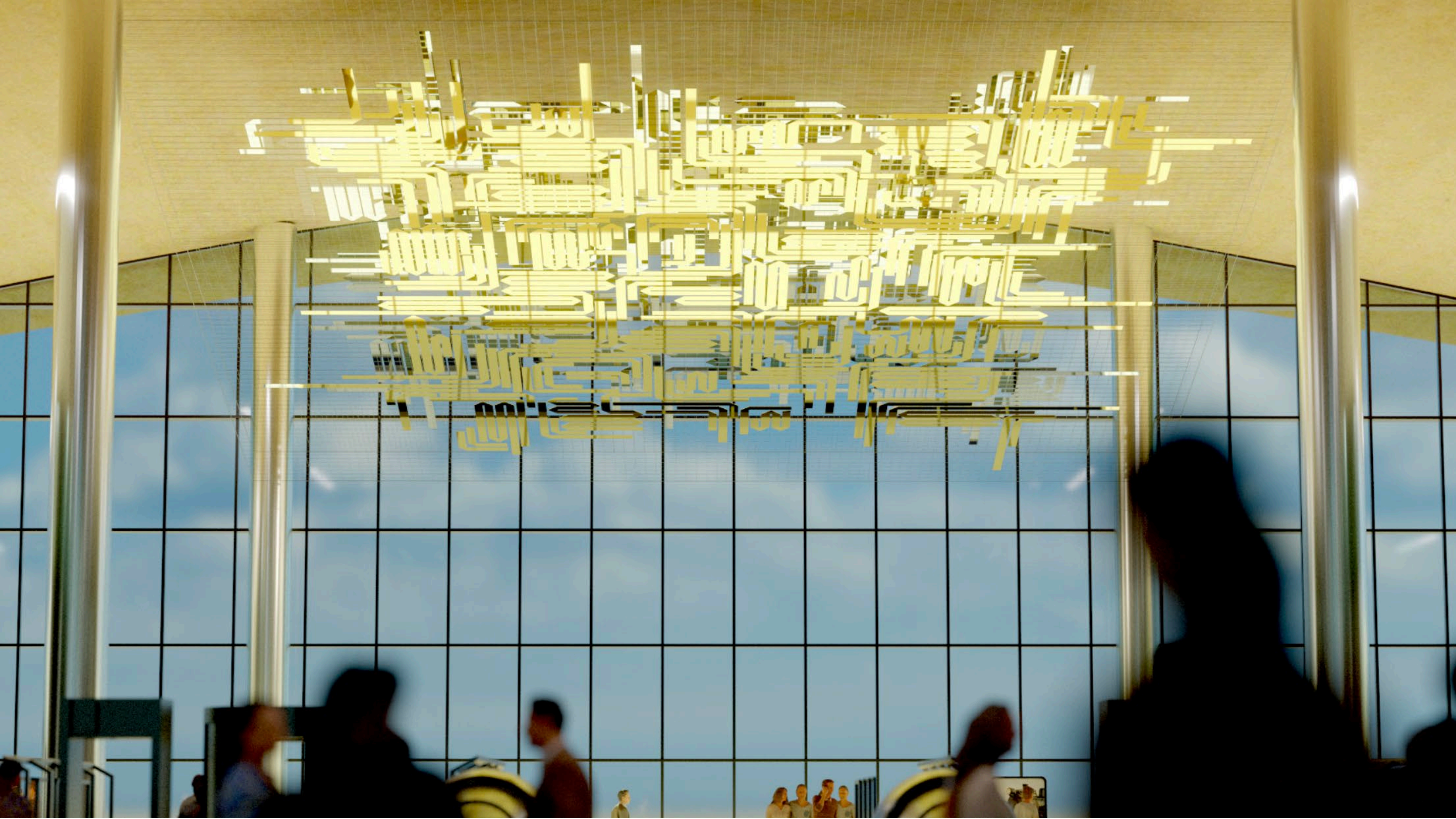
FreelandBuck

Burbank Airport - Interior Terminal  
Interior Suspended Sculpture Proposal

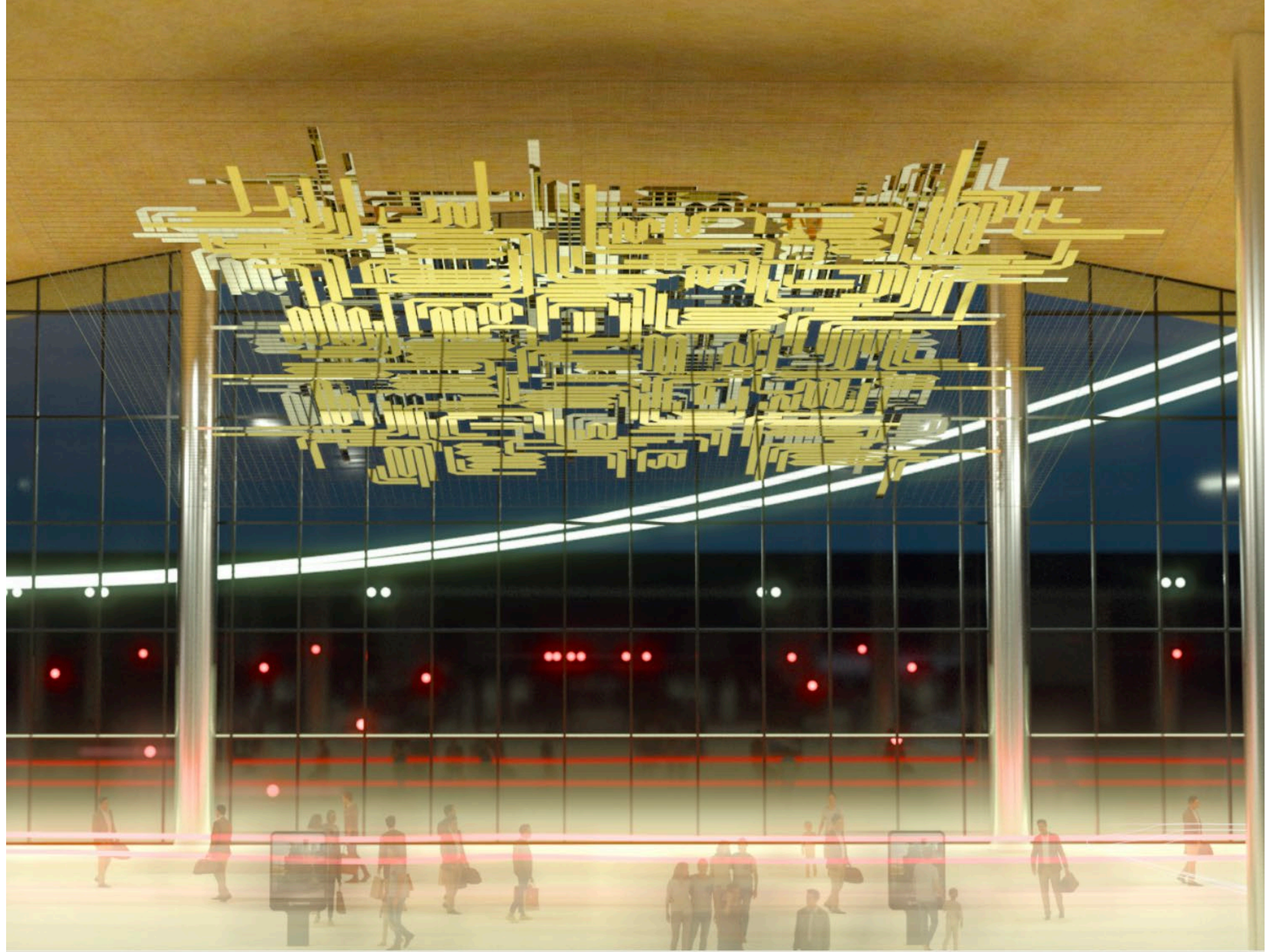


Glenn Kaino

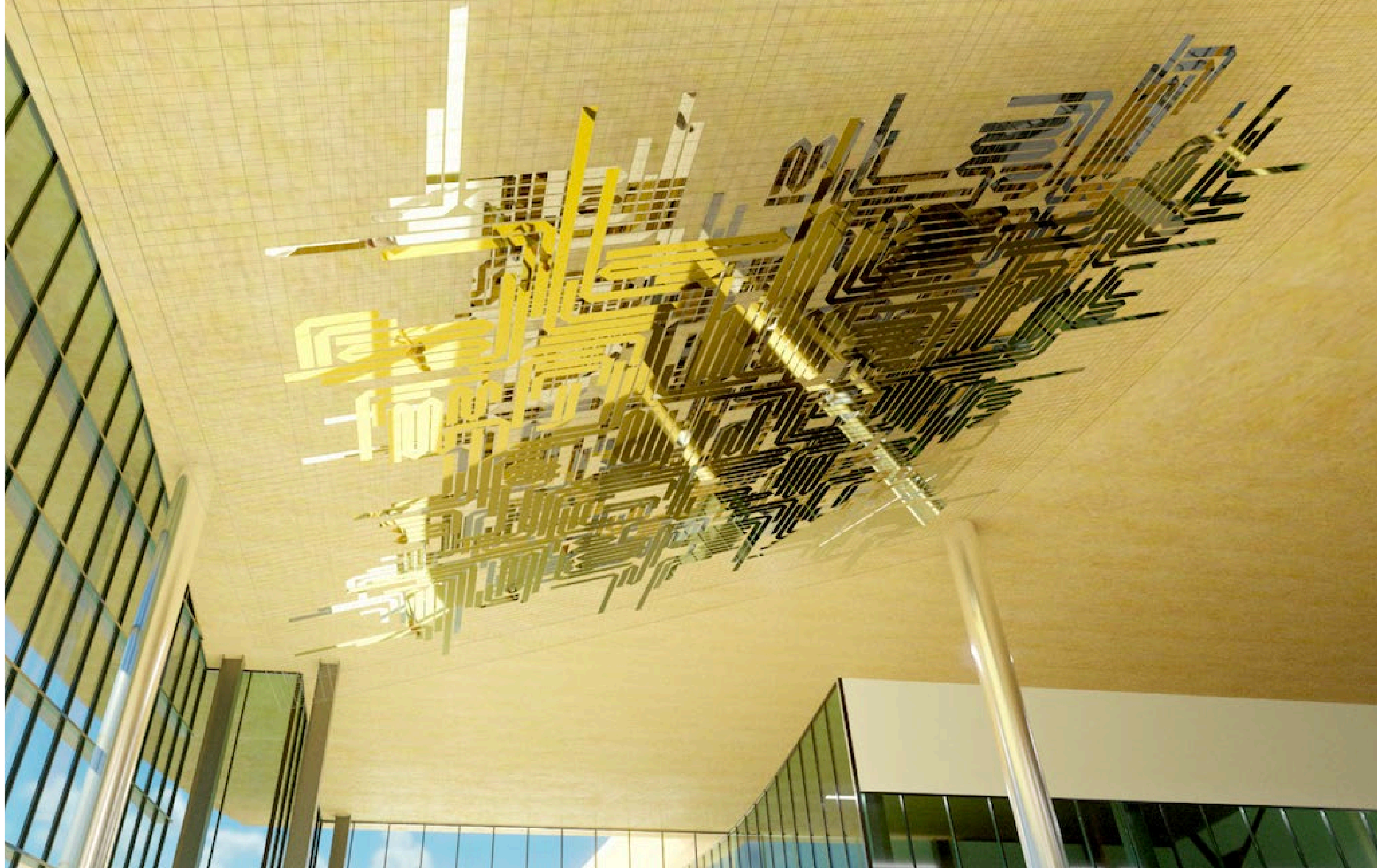












# Maintenance

## Glenn Kaino *When We Reflect*

Components: Steel mesh supporting mirror polished stainless-steel strips

- Routine cleaning every 2 - 3 years with air compressor and microfiber cloth approx. \$10,000-\$20,000

# WHEN WE REFLECT

GLENN KAINO STUDIO  
2023



Rob Ley













# Maintenance

## Rob Ley Duality

Components: Folded aluminum panels. Exterior panels are bead blasted and painted. Interior panels are polished and clear coated

- Routine cleaning every 2 - 3 years with air compressor and microfiber cloth approx. \$10,000-\$20,000

Elevate BUR - Interior Suspended Sculpture RFP

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Rob Ley Studio

# Artwork Coordination

Each artist is open to collaborating with HPTJV to optimize artwork integration.

Most of the proposals will require some reduction in scale and adjusted configuration or orientation.

Some proposals require minor enhancements or changes to mitigate maintenance.

All proposals have been reviewed for construction and budget feasibility. Contingencies will be increased for any line item with potential risk.