October 31, 2019

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

NOTICE is hereby given that a special meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, November 4, 2019, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

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

2627 N. Hollywood Way • Burbank, California 91505 • (818) 840-8840 • Fax: (818) 848-1173

COMMISSION MEETING

AGENDA

NOVEMBER 4, 2019

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Special Meeting of Monday, November 4, 2019

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.

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Members of the public are requested to observe the following decorum when attending or participating in meetings of the Commission:

- ***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 five minutes or to such other period of time as may be specified by the presiding officer.***

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The following activities are prohibited:

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

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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.

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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, November 4, 2019

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENT

5. CONSENT CALENDAR

   a. Committee Minutes
   (For Note and File)

      1) Operations and Development Committee

         (i) October 7, 2019 ***[See page 1]***

      2) Finance and Administration Committee

         (i) September 23, 2019 ***[See page 4]***

      3) Legal, Government and Environmental Affairs Committee

         (i) September 23, 2019 ***[See page 7]***

   b. Commission Minutes
   (For Approval)

      1) October 21, 2019 ***[See page 10]***

   c. Treasurer's Reports

      1) August 2019 ***[See page 13]***

      2) July 2019 ***[See page 36]***

   d. Department of Homeland Security Transportation Security Administration - Other Transaction Agreement ***[See page 59]***

   e. Consent to Assignment – Non-Exclusive On-Airport Car Lease and Concession Agreement – Fox Rent A Car, Inc. ***[See page 65]***

   f. Agreements with Paylocity Corporation for Access to the Authority's Payroll Bank Account for Payroll Tax Processing and Setup of an Automated Data Exchange ***[See page 69]***

g. Letters of Support – Burbank Unified School District - Grant Programs *[See page 79]*

h. Request for Support - 777 N. Front Street Project *[See page 82]*

6. ITEMS FOR COMMISSION APPROVAL

a. Professional Services Agreement - Parking and Ground Transportation Consulting Services *[See page 85]*

b. Ninth Amendment to Lease and Concession Agreement MCS Burbank LLC *[See page 95]*

c. South Coast Air Quality Management District Memorandum of Understanding – Hollywood Burbank Airport Air Quality Improvement Plan *[See page 100]*

d. Award of Contract – Airside Paving Rehabilitation Project Number E18-16 *[See page 126]*

e. Award of Contract – Landscape Maintenance Services *[See page 134]*

f. Award of Professional Services Agreement for Replacement Passenger Terminal Project - Program Management Services and Authorization of Initial Task Orders *[See page 137]*

g. Appointment of Committees *[No staff report]*

7. ITEMS FOR COMMISSION DISCUSSION

a. Consideration of TBI Airport Management Contract Extension Request and Ad Hoc Committee Appointment *[See page 143]*

b. Community Noise Concerns *[See page 146]*

8. ITEMS FOR COMMISSION INFORMATION

a. September 2019 Parking Revenue Statistics *[No staff report]*

b. September 2019 Transportation Network Companies *[No staff report]*

c. September 2019 Passenger/Cargo and Regional Airport Passenger Statistics *[See page 147]*

9. CLOSED SESSION

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): 1 potential case. Facts and Circumstances: FAA Southern California Metroplex Project

b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(California Government Code Section 54957(b))
Title: Executive Director

c. CONFERENCE WITH LABOR NEGOTIATOR
(California Government Code Section 54957.6)
Authority Representative: Kevin Ennis, Esq.
Unrepresented Employee: Executive Director

10. COMMISSIONER COMMENTS
(Other updates and information items, if any)

11. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, November 4, 2019

[Regarding agenda items]

5. CONSENT CALENDAR

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

a. COMMITTEE MINUTES. Approved minutes of the Operations and Development Committee meeting of October 7, 2019; approved minutes of the Finance and Administration Committee special meeting of September 23, 2019; and, approved minutes of the Legal, Government and Environmental Affairs Committee special meeting of September 23, 2019, are included in the agenda packet for information purposes.

b. COMMISSION MINUTES. Draft minutes of the October 21, 2019, Commission meeting are attached for the Commission's review and approval.

c. TREASURER'S REPORTS. The Treasurer's Reports for August 2019 and July 2019 are included in the agenda packet. At the October 21, 2019, Finance and Administration Committee special meeting, the Committee voted unanimously (3–0) to recommend that the Commission note and file these reports.

d. DEPARTMENT OF HOMELAND SECURITY TRANSPORTATION SECURITY ADMINISTRATION - OTHER TRANSACTION AGREEMENT – A staff report is included in the agenda packet. At the October 21, 2019, meeting of the Finance and Administration Committee, the Committee voted unanimously (3–0) to recommend the Commission approve a modified Other Transaction Agreement with the Department of Homeland Security Transportation Security Administration for reimbursement of electrical and janitorial charges associated with areas used for baggage screening operations at Hollywood Burbank Airport.

e. CONSENT TO ASSIGNMENT – NON-EXCLUSIVE ON-AIRPORT CAR LEASE AND CONCESSION AGREEMENT – FOX RENT A CAR, INC. A staff report is included in the agenda packet. At the October 21, 2019, meeting of the Finance and Administration Committee, the Committee voted unanimously (3–0) to recommend Commission approval of the Consent to Assignment of Fox Rent A Car Inc.'s Non-Exclusive On-Airport Rental Car Lease and Concession Agreement to Europcar Mobility Group, a European Corporation ("Europcar"), pursuant to a Stock Purchase Agreement in which Europcar will acquire Fox's outstanding stock.

f. AGREEMENTS WITH PAYLOCITY CORPORATION FOR ACCESS TO THE AUTHORITY'S PAYROLL BANK ACCOUNT FOR PAYROLL TAX PROCESSING AND SETUP OF AN AUTOMATED DATA EXCHANGE. A staff report is included in the agenda packet. At the October 21, 2019, meeting of the Finance and Administration Committee, the Committee voted unanimously (3–0) to recommend

the Commission approve two agreements with Paylocity Corporation ("Paylocity"), to transition the Burbank-Glendale-Pasadena Airport Authority's Police Department personnel and the Authority's Commissioners' payroll tax processing services, which is administered by TBI US Operations, Inc., to Paylocity beginning January 2020.

g. LETTERS OF SUPPORT – BURBANK UNIFIED SCHOOL DISTRICT - GRANT PROGRAMS. A staff report is included in the agenda packet. Staff seeks Commission approval to deliver two letters of support on behalf of the Burbank Unified School District in support of their grant applications for the K-12 Strong Workforce Program and Career Technical Education Incentive Program.

h. REQUEST FOR SUPPORT – 777 N. FRONT STREET PROJECT. A staff report is included in the agenda packet. Staff seeks the Commission's authorization to provide public testimony to the Burbank City Council expressing Authority support for the proposed 777 N. Front Street Project, a mixed-use development near the Burbank Metrolink Station.

6. ITEMS FOR COMMISSION APPROVAL

a. PROFESSIONAL SERVICES AGREEMENT - PARKING AND GROUND TRANSPORTATION CONSULTING SERVICES. A staff report is included in the agenda packet. At the October 21, 2019, meeting of the Operations and Development Committee, the Committee voted unanimously (3–0) to recommend the Commission award a Professional Services Agreement ("Agreement") to Steer Davies & Gleave, Inc., for parking and ground transportation consulting services including parking capacity analyses, future parking activity forecasting and planning, and on-call services for parking services implementation. The proposed Agreement is through FY 2020 and can be terminated by either party with 30 days' written notice. The cost of the proposed Agreement is a not-to-exceed amount of $69,360.

b. NINTH AMENDMENT TO LEASE AND CONCESSION AGREEMENT – MCS BURBANK LLC. A staff report is included in the agenda packet. At the October 21, 2019, meeting of the Finance and Administration Committee, the Committee voted unanimously (3–0) to recommend that the Commission approve a Ninth Amendment to the Lease and Concession Agreement ("Amendment") between the Burbank-Glendale-Pasadena Airport Authority and MCS Burbank LLC. The proposed Amendment provides an additional 70 square feet of space for a Lunchbox "Grab 'N Go" location in Terminal A, Gates A7 through A9.

c. SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT MEMORANDUM OF UNDERSTANDING – HOLLYWOOD BURBANK AIRPORT AIR QUALITY IMPROVEMENT PLAN. A staff report is included in the agenda packet. At the October 21, 2019, meeting of the Legal, Government and Environmental Affairs Committee, the Committee voted unanimously (3–0) to recommend the Commission approve a voluntary Memorandum of Understanding with the South Coast Air Quality Management District and to approve an Air Quality Improvement Plan to minimize and reduce air emissions related to non-aircraft mobile source activities at the Airport.

d. AWARD OF CONTRACT – AIRSIDE PAVING REHABILITATION - PROJECT NUMBER E18-16. A staff report is included in the agenda packet. At the October 21, 2019, meeting of the Operations and Development Committee, the Committee voted unanimously (3–0) to recommend the Commission: (I) award a construction contract for Airside Paving Rehabilitation in the amount of $544,854 to PALP, dba Excel Paving; (ii) approve a project budget for construction management, administration and quality assurance testing services for a not-to-exceed amount of $30,000; and (iii) approve a project aggregate contingency of $8,000 for unforeseen conditions that may arise during construction.

e. AWARD OF CONTRACT – LANDSCAPE MAINTENANCE SERVICES. A staff report is included in the agenda packet. At the October 21, 2019, meeting of the Operations and Development Committee, the Committee voted unanimously (3–0) to recommend the Commission approve a proposed Landscape Maintenance Services Agreement ("Agreement") with Parkwood Landscape Maintenance, Inc. for a three-year period, at a fixed price of $719,712 ($19,992 monthly). The proposed Agreement also includes two one-year extension options, at the Authority's discretion, with a fixed annual cost of $254,292 ($21,191 monthly) and $269,556 ($22,463 monthly) for year 4 and year 5 respectively.

f. AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR REPLACEMENT PASSENGER TERMINAL PROJECT – PROGRAM MANAGEMENT SERVICES AND AUTHORIZATION OF INITIAL TASK ORDERS. A staff report is included in the agenda packet. Based on the recommendation of the Replacement Passenger Terminal ("RPT") Ad Hoc Committee at its October 2, 2019 meeting, Staff seeks the Commission's award of a Professional Services Agreement ("Agreement") to AECOM Technical Services, Inc. for program management services associated with the RPT project. The proposed Agreement will be Task Order-based, have a seven-year term and have a $45,000,000 contract limit. Each Task Order, including the specific services to be provided and the compensation limit for such services, will be subject to Commission approval.

g. APPOINTMENT OF COMMITTEES. No staff report attached. This item is included in the agenda to provide the Commission President the opportunity to make any ad hoc committee appointments that he may wish to make.

7. ITEMS FOR COMMISSION DISCUSSION

a. CONSIDERATION OF TBI AIRPORT MANAGEMENT CONTRACT EXTENSION REQUEST AND AD HOC COMMITTEE APPOINTMENT. A staff report is included in the agenda packet. The General Counsel's office has agendized this item to allow the Commission to: (i) provide direction on a request from TBI Airport Management, Inc. ("TBI") for a 10-year extension of the airport management services agreement ("Management Contract"); and (ii) decide whether to establish a new TBI Contract Ad Committee to work on this matter. If formed, this committee could be tasked with evaluating and making a recommendation on TBI's extension request. The committee also could be tasked with identifying and negotiating any desirable changes to the Management Contract for the Commission's consideration.

b. COMMUNITY NOISE CONCERNS. A staff report is included in the agenda packet. The third Task Force meeting will be held on Wednesday, November 6th at 6:30 p.m. at the Los Angeles Marriott Burbank Airport Hotel and Convention Center. Presentations by community groups are expected.

8. ITEMS FOR COMMISSION INFORMATION

a. SEPTEMBER 2019 PARKING REVENUE STATISTICS. No staff report attached. Staff will present parking revenue data for the month of September 2019.

b. SEPTEMBER 2019 TRANSPORTATION NETWORK COMPANIES. No staff report attached. Staff will update the Commission on TNC activity for the month of September 2019.

c. SEPTEMBER 2019 PASSENGER/CARGO AND REGIONAL AIRPORT PASSENGER STATISTICS. A staff report is included in the agenda packet. The September 2019 passenger count of 518,033 was up 20.66% compared to last year's 429,349 passengers. Air carrier aircraft operations increased 23.08%, while cargo volume in September was down at 8.25 million pounds.

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

MONDAY, OCTOBER 7, 2019

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

ROLL CALL

Present:	Commissioners Tornek, Devine and Brown
Absent:	None
Also Present:	Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Nerissa Sugars, Marketing Communications and Air Service Manager; Patrick Lammerding, Deputy Executive Director, Planning and Development

1. Approval of Agenda — There were no adjustments to the agenda.

2. Public Comment — There were no public speakers.

3. Approval of the Minutes

a. September 23, 2019 — Commissioner Brown moved approval of the minutes of the September 23, 2019 meeting seconded by Commissioner Devine. The minutes were unanimously approved (3-0).

4. Contract and Leases

a. Award of Professional Services Agreement for Air Service Consulting Services

Staff presented to the Committee a recommendation for Commission approval of a proposed award of a Professional Services Agreement ("Agreement"), to InterVistas Consulting, Inc., ("InterVistas") for air service consulting services. The total proposed expenditure for these services is for an amount not-to-exceed $70,000 to be completed within FY 2020.

Staff reported that since FY 2017 it has engaged InterVistas for air service consulting services in connection with the Authority's general air service retention and development efforts and industry air service conferences. Specifically, InterVistas provides the data research and market analysis airlines require in determining whether current

services are to be maintained or if other market opportunities exist.

Over the past three fiscal years, Hollywood Burbank Airport has experienced positive passenger growth and gained new nonstop flight segments. With a focus on retaining those existing services, and the continued interest from air carriers to include this Airport in their future network planning, InterVistas's services will be utilized to provide Staff with on-call support for air service research; communications recommendations with the network planning and scheduling representatives of the air carriers; marketing data support and background information regarding policy and regulatory matters that may impact air service.

InterVistas's expertise in these areas will support Staff's efforts to retain air service at Hollywood Burbank Airport. Additionally, InterVistas will participate in airline-airport meetings and air service conferences to support Staff.

The cost of the proposed Agreement is included in the adopted FY 2020 Budget.

Motion

Commissioner Devine moved approval of Staff's recommendation, seconded by Commissioner Brown.

Motion Approved

The motion was approved unanimously (3-0).

b. Harris Miller Miller & Hanson, Inc. – Contract Amendment

Staff presented to the Committee a recommendation for Commission approval of a proposed Amendment No. 1 to the Professional Services Agreement ("PSA") with Harris Miller Miller & Hanson, Inc. ("HMMH") for professional aircraft noise analysis and meeting facilitation services in support of the Southern San Fernando Valley Airplane Noise Task Force ("Task Force"). The proposed amendment will increase the compensation limit by $250,000, resulting in a not-to-exceed amount of $324,960.

Staff reported that the Task Force will conduct six meetings where representatives from surrounding communities will, through facilitation and analytical support from HMMH, analyze noise issues related to aircraft operating in the southern San Fernando Valley, evaluate proposed mitigations, and arrive

at a set of feasible and consensus-based recommendations for responsible entities to consider for implementation.

Due to the time-sensitive nature of the need for these services, and the limited number of experienced and qualified providers available, HMMH's services were procured as a sole-source. HMMH is a well-regarded, full-service aviation consulting firm with extensive experience facilitating task forces such as this one. The existing PSA with HMMH is on a time and materials basis and has a compensation limit of $74,960.

Funding for this item was not contemplated during the FY 2020 budget development and is not included in the adopted FY 2020 budget. In order to ensure the services of HMMH are not interrupted during the course of the Task Force, staff recommended that the Authority provide the initial funding for HMMH with the understanding that staff will seek fifty percent (50%) reimbursement from Los Angeles World Airports for these services.

Motion

Commissioner Brown moved approval of Staff's recommendation, seconded by Commissioner Devine.

Motion Approved

The motion was approved unanimously (3-0).

5. Adjournment

There being no further business, the meeting adjourned at 8:37 a.m.

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

MONDAY, SEPTEMBER 23, 2019

A special meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 11:15 a.m., by Commissioner Gharpetian.

AB 23 Disclosure: 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 is entitled to receive and shall be provided $200.

ROLL CALL **Present:**	Commissioners Gharpetian, Selvidge and Adams
Absent:	None
Also Present:	Staff: John Hatanaka, Senior Deputy Executive Director; David Kwon, Director, Financial Services Columbia Investment Management: James A. Wilkinson, Director, Institutional Relationship Management; and Ronald B. Stahl, CFA, Senior Portfolio Manager (via teleconference) James Godsey, Partner, Macias Gini & O'Connell LLP
1. Approval of Agenda	Agenda was approved as presented.

Note: Agenda Items 6.a., 6.b. and 4.a. and 5.a. be taken out of order, in said order.

6. Items for Discussion

a. CMIA Quarterly Investment Portfolio Review (Quarter Ended June 2019)	Staff introduced James Wilkinson and Ron Stahl of Columbia Investment Management, the Authority's investment advisors. Mr. Wilkinson presented an update on the status of the Authority's Operating and Passenger Facility Charge Quarterly Investment Portfolio reports ending June 30, 2019. Mr. Stahl participated via teleconference.
b. Auditor Required Communications for the FY 2019 Audits	Staff introduced the Authority's auditor, James Godsey, Partner, Macias Gini & O'Connell LLP ("MGO"), who discussed with the Committee two required communications: (1) a letter to the Commission outlining its basic audit responsi-

bilities, and planned scope and timing of the FY 2019 financial audits; and (2) an annual engagement letter which conforms to the Authority's professional services agreement with MGO for audit services.

Staff recommended that the Committee recommend to the Commission that it note and file these auditor communications.

The Committee voted unanimously (3–0) to approve Staff's recommendation.

4. Treasurer's Report

a. June 2019

A copy of the June 2019 Treasurer's Report was included in the agenda packet for the Committee's review and to recommend to the Commission to approve for note and file.

MOTION

Commissioner Selvidge moved approval of the Treasurer's Report; seconded by Commissioner Adams.

MOTION APPROVED

The motion was voted unanimously (3–0) for approval.

5. Contracts and Leases

a. Approval of Purchase and Sale Agreement – Hollyona Parcel

Staff presented to the Committee for recommendation to the Commission for its approval of a Purchase and sale Agreement with the Successor Agency to the Redevelopment Agency of the City of Burbank in the amount of $2,132,000 for a 0.99-acre parcel located at the southeast corner of Hollywood Way and Winona Avenue ("Hollyona Parcel").

In May of 1990, the Redevelopment Agency of the City of Burbank and the Authority entered into a non-residential Rental for the Hollyona Parcel effective from June 1, 1990. The parcel has served as a portion of the Authority's Public Parking Lot B and approximately one-third of the parcel lying within the Runway Protection Zone ("RPZ") of Runway 8/26.

After the State Legislature approved the dissolution of the State's redevelopment agencies as part of the Budget Act of 2011, and following a period of litigation, redevelopment agencies were officially

dissolved as of February 1, 2012, and the Hollyona Parcel became available for purchase. In 2014, staff reached out to the Burbank Community Development Department to express the Authority's interest in acquiring the Hollyona Parcel for the purposes of RPZ land for Runway 8/26.

The Burbank City Council held a public hearing and approved the Authority's Public Utilities Code application on May 15, 2018. Afterwards Authority Staff and Burbank staff negotiated a fair market price which included land appraisals by both parties ultimately settling on the proposed acquisition price of $2,132,000.

MOTION — Commissioner Selvidge moved approval; seconded by Commissioner Adams.

MOTION APPROVED — The motion was voted unanimously (3–0) for approval.

2. Public Comment — There were no public comments.

3. Approval of Minutes

a. August 19, 2019 — Draft minutes for the August 19, 2019, Finance and Administration Committee meeting were included in the agenda packet for approval.

MOTION — Commissioner Selvidge moved approval of the minutes, seconded by Commissioner Adams.

MOTION APPROVED — There being no objection, the minutes were unanimously approved (3–0).

7. Items for Information

a. Committee Pending Items — Staff informed the Committee of future pending items that will come to the Committee for review.

8. Other Contracts and Leases — There were no other contracts and leases to be discussed.

9. Adjournment — There being no further business to discuss, the meeting was adjourned at 12:01 p.m.

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

MONDAY, SEPTEMBER 23, 2019

A special meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 11:14 a.m., by Chairman Wiggins.

AB 23 Disclosure: The Assistant Board Secretary announced that, as a result of the convening of this meeting of the Legal, Government and Environmental Affairs Committee, each Committee member in attendance is entitled to receive and shall be provided $200.

ROLL CALL

Present:	Commissioners Wiggins, Madison and Agajanian
Absent:	None
Also Present:	Staff: Frank Miller, Executive Director; Patrick Lammerding, Deputy Executive Director, Planning and Development; Sarah Paulson Sheehy, Senior Director of Government and Public Affairs; Maggie Martinez, Manager, Noise and Environmental Compliance; Tom Lenahan, Fire Chief, Airport Fire Department Airport Authority Counsel: Terence R. Boga, Esq., Richards Watson Gershon Airport Authority Environmental Counsel: Norman A. Dupont, Esq., Ring Bender LLP; Geosyntec Consultant, Ravi Arulanantham, Ph.D.
1. Approval of Agenda	The agenda was approved as presented.
2. Public Comment	There were no public speakers.
3. Approval of Minutes	
a. August 19, 2019	Commissioner Madison moved approval of the minutes of the August 19, 2019 meeting. There being no objection, the minutes were approved (2-0, one abstention).

4. **Contracts and Leases**

a. **Amendment No. 1 to Professional Services Agreement – Geosyntec Consultants, Inc.**

Staff presented a report seeking a recommendation to the Commission for proposed Amendment No. 1 ("Amendment") to the Professional Services Agreement ("Agreement"), with Geosyntec Consultants, Inc. ("Geosyntec") in the amount of $170,000 with an additional $10,000 for project contingency for implementation of a State mandated work plan to determine the presence and extent of a class of chemical substances commonly known by the name of per- and polyfluoroalkyl substances ("PFAS").

The proposed Amendment includes additional work requirements included in the State Water Board's conditional letter of approval with the added required scope of work as follows:

1. Add an additional sample location near the AFFF aboveground storage tank (AST) in the fuel farm area;

2. Analyze all the samples collected from each sample location; and

3. Develop a supplemental groundwater sampling work plan to provide certain test data in the immediate area on and off the Airport.

The last additional requirement will require cooperation and coordination with Lockheed Martin, Inc. ("LMCO") to utilize their groundwater monitoring wells. LMCO has indicated a willingness to provide the Airport and its consultants access to those wells.

Staff reported that the agreed upon groundwater sampling, due to the deep depth of groundwater beneath the Airport, will be an iterative approach starting with soil boring first at a depth of 50 ft below ground surface.

Staff noted that after the Work Plan was submitted, further due diligence discovered that there are two former burn pit areas which were potentially used by former occupants of the Airport to conduct training activities. Upon learning of these burn pit areas, Airport staff instructed Geosyntec to add sampling in these areas as an addition to the

scope proposed in the work plan and to notify the Water Quality Control Board about these areas.

At the time the FY 2020 budget was being developed, the potential cost and timing impact of the State Water Board's Order could not be estimated. This item was therefore not included in the adopted FY 2020 budget. Subject to the final costs to meet the conditions of the approved work plan, a budget amendment may be required.

Motion — Commissioner Madison moved approval of Staff's recommendation, seconded by Commissioner Agajanian.

Motion Approved — There being no objections, the motion was approved (3-0).

5. Closed Session — Commissioner Wiggins recessed the meeting to closed session at 11:21 a.m. to discuss items on the closed session agenda.

a. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): 2 potential case. Facts and Circumstances:

1) EPA San Fernando Valley Superfund Site Claim;

2) EPA Omega Chemical Corp Superfund Site Claim

Reconvene — Commissioner Wiggins reconvened the meeting at 11:35 a.m. with the same Commissioners present.

Closed Session Report — Commissioner Wiggins announced that no reportable action was taken in closed session.

6. Adjournment — There being no further business, the meeting was adjourned at 12:07 a.m.

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

MONDAY, OCTOBER 21, 2019

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:01 a.m., by President Adams.

1. ROLL CALL

Present:	Commissioners Brown, Agajanian (arr. 9:07 a.m.), Gharpetian, Tornek, Adams, Devine, Madison, Wiggins and Selvidge
Absent:	None
Also Present:	Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Sharon Haserjian, Manager, Human Resources

2. PLEDGE OF ALLEGIANCE — President Adams led the assembly in the recitation of the Pledge of Allegiance to the Flag.

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

4. PUBLIC COMMENT — At this time, the public was given the opportunity to express their concerns.

5. CONSENT CALENDAR

a. Committee Minutes (For Note and File)

1) Operations and Development Committee

(i) September 23, 2019 — Approved minutes of the Operations and Development Committee special meeting for September 23, 2019, were included in the agenda packet for information purposes.

b. Commission Minutes (For Approval)

1) October 7, 2019 — Minutes of the October 7, 2019, Commission meeting were included in the agenda packet for review and approval.

MOTION Commissioner Tornek moved approval of the Consent Calendar; seconded by Commissioner Wiggins.

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

AYES: Commissioners Brown, Adams, Gharpetian, Tornek, Devine, Madison, Wiggins and Selvidge

NOES: None

ABSENT: Commissioner Agajanian

6. ITEMS FOR COMMISSION DISCUSSION

a. Community Noise Concerns

Staff presented an update to the Commission on the status of activities of the Joint Task Force which was established by Hollywood Burbank Airport and Los Angeles World Airports ("LAWA") to work with the Federal Aviation Administration ("FAA") in addressing community noise concerns.

At the meeting held on September 11, 2019, at the Los Angeles Marriott Burbank, members of the Task Force submitted questions to Harris Miller Miller & Hanson, Inc., who is facilitating the meetings, to determine which agency, the FAA, the Airport or LAWA, is the appropriate agency to respond to those questions.

The next meeting of the Task force will be on Wednesday, November 6th at 6:30 p.m. at the same location. At that meeting presentations are anticipated to be made by three community groups.

Summaries of the Task Force meetings are posted on the Airport website as they become available.

At this time, members of the public were given the opportunity to comment on the Item 6.a.

7. ITEMS FOR COMMISSION INFORMATION

a. 2019 Annual Fundraising Recipient

In accordance with the Authority's rotating schedule among the tri-cities, Jericho Road Pasadena of the City of Pasadena was selected as the recipient of this year's annual fundraising efforts. Jericho Road is a nonprofit organization that provides financial, legal and human resource services on a pro bono basis to other nonprofit organization to enable them to achieve their goals and expand the reach of their programs.

8. CLOSED SESSION

The meeting recessed to close session at 9:23 a.m.

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)); 1 potential case; Facts and Circumstances: FAA Southern California Metroplex Project

b. THREAT TO PUBLIC SERVICES OR FACILITIES
(California Government Code Section 54957(a))
Consultation with Director, Public Safety

c. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(California Government Code Section 54957(b))

Title: Executive Director

Meeting Reconvened to Open Session

The meeting reconvened to open session at 10:06 a.m., with 7 Commissioners present.

Closed Session Report

No reportable action taken on the presented item.

9. COMMISSIONER COMMENTS

There were no comments.

10. ADJOURNMENT

There being no further business, the meeting was adjourned at 10:06 a.m.

_____
Ray Adams, President

_____
Vartan Gharpetian, Secretary

_____
Date

_____
Date

November 4, 2019

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

Dear Commissioners:

The attached report, covering the month of August 2019, 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]

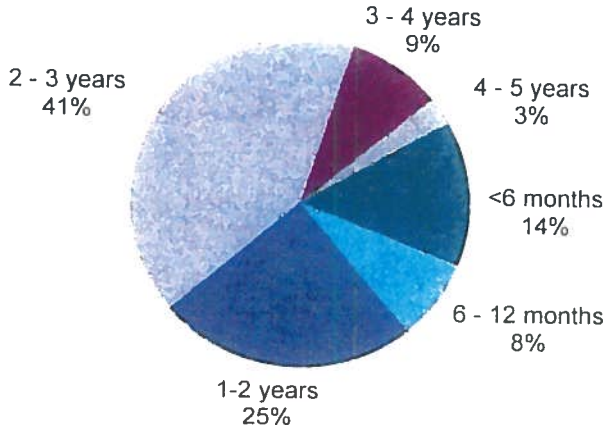
Paula Devine
Treasurer

Attachments

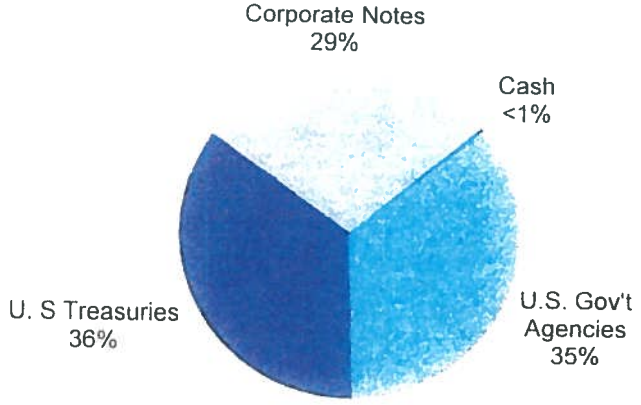
Operating Portfolio Investment Guidelines Conformance as of August 31, 2019

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	2.60 Years	70%	35%
Corporate Notes	5 Years	4.29 Years	30%	29%
LAIF	N/A	N/A	$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	<1%
U.S. Gov Securities (Treasuries)	5 Years	4.08 Years	No Limit	36%

Maturity Distribution



Sector Allocation



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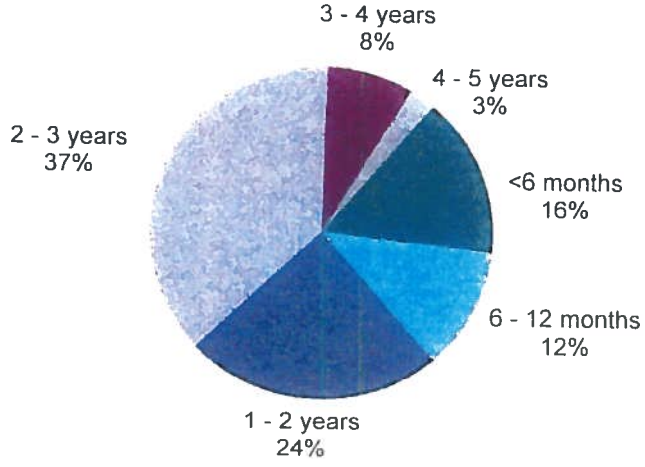
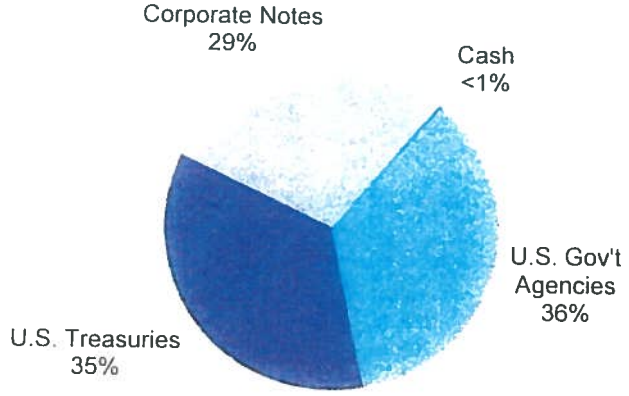
PFC Portfolio Investment Guidelines Conformance
as of August 31, 2019

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	2.60 Years	70%	36%
Corporate Notes	5 Years	4.29 Years	30%	29%
LAIF	N/A	N/A	$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	<1%
U.S. Gov Securities (Treasuries)	5 Years	4.08 Years	No Limit	35%

Maturity Distribution



Sector Allocation



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Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 08/31/19

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
08/31/19	Columbia Treasury Reserves	097101307	0.000	08/31/19	08/31/19	$ 692,468	$ 692,468	$ 692,468	$ -	0.00%	0	0.31%
04/24/18	Wells Fargo & Company	949746RT0	3.955	03/04/21	09/04/19	1,000,000	1,026,435	1,014,627	(11,808)	2.55%	4	0.45%
03/17/15	FNMA Bench	3135G0ZG1	1.750	09/12/19	09/12/19	4,500,000	4,545,910	4,499,496	(46,414)	2.06%	12	2.01%
04/28/16	American Express Credit Corp	0258M0DY2	3.828	09/14/20	09/14/19	1,000,000	1,007,630	1,007,911	281	2.49%	14	0.45%
03/22/18	FFCB	3133EHZK2	2.490	09/25/20	09/25/19	5,000,000	5,002,955	4,994,405	(8,550)	2.24%	25	2.23%
11/20/17	FHLB	3130A9EP2	1.000	09/26/19	09/26/19	3,000,000	2,956,556	2,997,753	41,197	2.03%	26	1.34%
04/24/18	US Bank NA	90331HNQ2	3.085	04/26/21	10/26/19	1,175,000	1,175,000	1,176,451	1,451	2.43%	56	0.53%
10/30/16	Honeywell International Inc	438516BJ4	1.400	10/30/19	10/30/19	765,000	761,970	764,043	2,073	2.14%	60	0.34%
04/01/16	Treasury Note	912828F62	1.500	10/31/19	10/31/19	4,175,000	4,236,706	4,170,923	(65,783)	2.07%	61	1.87%
11/07/16	Procter & Gamble Company	742718EG0	1.900	11/01/19	11/01/19	1,325,000	1,348,771	1,324,332	(24,439)	2.18%	62	0.59%
07/03/18	QualComm Inc	747525AL7	3.194	05/20/20	11/20/19	500,000	502,525	500,724	(1,801)	2.51%	81	0.22%
01/19/16	Treasury Note	912828G95	1.625	12/31/19	12/31/19	4,250,000	4,326,504	4,245,020	(81,484)	1.97%	122	1.90%
11/01/17	Treasury Note	912828UF5	1.125	12/31/19	12/31/19	4,000,000	3,946,797	3,988,750	41,953	1.97%	122	1.78%
05/26/15	Arizona Public Service Company	040555CR3	2.200	01/15/20	01/15/20	1,000,000	1,006,693	998,366	(8,327)	2.23%	137	0.45%
04/21/16	Pepsico Inc	713448BN7	4.500	01/15/20	01/15/20	1,300,000	1,445,831	1,309,900	(135,931)	2.44%	137	0.59%
04/28/17	FNMA	3135G0A78	1.625	01/21/20	01/21/20	4,725,000	4,743,801	4,719,136	(24,665)	1.94%	143	2.11%
07/16/18	Treasury Note	912828W63	1.625	03/15/20	03/15/20	3,000,000	2,953,594	2,995,898	42,304	1.88%	197	1.34%
07/25/18	FHLMC Reference Notes	3137EADR7	1.375	05/01/20	05/01/20	6,375,000	6,306,222	6,353,886	47,664	1.87%	244	2.84%
05/11/17	Intel Corp	458140AZ3	1.850	05/11/20	05/11/20	1,000,000	999,620	999,327	(293)	1.95%	254	0.45%
06/24/19	Prudential Financial Inc	74432QBM6	5.375	06/21/20	06/21/20	870,000	896,109	892,622	(3,487)	2.11%	295	0.40%
01/16/19	Commonwealth Edison Company	202795HV5	4.000	08/01/20	08/01/20	680,000	688,833	688,545	(288)	2.61%	336	0.31%
06/24/19	Manufacturers & Traders Trust Co	55279HAN0	2.050	08/17/20	08/17/20	1,000,000	998,870	1,000,458	1,588	2.00%	352	0.45%
05/04/17	State Street Corporation	857477AS2	2.550	08/18/20	08/18/20	1,200,000	1,223,507	1,206,856	(16,651)	1.95%	353	0.54%
06/13/18	FHLB	3130ACE26	1.375	09/28/20	09/28/20	3,250,000	3,160,134	3,234,768	74,634	1.76%	394	1.45%
04/21/16	Travelers Cos Inc	89417EAG4	3.900	11/01/20	11/01/20	900,000	984,933	919,701	(65,232)	2.00%	428	0.41%
02/21/17	Ace InA Holdings Inc	00440EAT4	2.300	11/03/20	11/03/20	1,000,000	1,000,960	1,003,904	2,944	1.96%	430	0.45%
04/02/18	Coca-Cola Company (The)	191216AR1	3.150	11/15/20	11/15/20	1,300,000	1,315,548	1,319,699	4,151	1.87%	442	0.59%
03/08/16	Public Service Company of Colorado	744448CD1	3.200	11/15/20	11/15/20	1,080,000	1,135,784	1,088,576	(47,208)	2.53%	442	0.49%
11/01/17	Treasury Note	912828PC8	2.625	11/15/20	11/15/20	8,000,000	8,211,250	8,085,625	(125,625)	1.73%	442	3.62%
06/25/18	Chevron Corp	166764AY6	2.419	11/17/20	11/17/20	1,050,000	1,039,037	1,056,438	17,401	1.90%	444	0.47%
01/12/18	FHLMC Reference Bond	3137EAEK1	1.875	11/17/20	11/17/20	4,000,000	3,968,800	4,008,088	39,288	1.71%	444	1.79%
03/06/18	Exxon Mobil Corp	30231GAV4	2.222	03/01/21	03/01/21	1,050,000	1,035,930	1,056,371	20,441	1.81%	548	0.47%
11/10/17	Praxair Inc	74005PAY0	4.050	03/15/21	03/15/21	404,000	429,143	416,274	(12,869)	2.04%	562	0.19%
01/25/18	Bank of New York Mellon Corp	06406FAA1	2.500	04/15/21	04/15/21	1,225,000	1,216,443	1,234,914	18,471	1.99%	593	0.55%
12/05/16	PNC Bank NA	6935REW4	2.150	04/29/21	04/29/21	1,200,000	1,185,804	1,202,443	16,639	2.02%	607	0.54%
06/13/18	FNMA	3135G0K69	1.250	05/06/21	05/06/21	3,000,000	2,883,300	2,985,102	101,802	1.55%	614	1.34%
12/21/18	General Dynamics Corporation	369550BE7	3.000	05/11/21	05/11/21	1,000,000	1,000,520	1,019,058	18,538	1.85%	619	0.46%
03/01/18	Fifth Third Bank	31677QBG3	2.250	06/14/21	06/14/21	1,000,000	977,850	1,003,345	25,495	2.06%	653	0.45%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 08/31/19

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
06/20/18	WalMart Inc	931142EJ8	3.125	06/23/21	06/23/21	1,300,000	1,299,935	1,331,769	31,834	1.75%	662	0.60%
05/31/18	Treasury Note	912828WR7	2.125	06/30/21	06/30/21	12,500,000	12,338,867	12,627,441	288,574	1.56%	669	5.65%
10/05/17	Florida Power Corporation	341099CP2	3.100	08/15/21	08/15/21	705,000	728,709	716,351	(12,358)	2.25%	715	0.32%
05/31/19	FNMA Benchmark Note	3135G0N82	1.250	08/17/21	08/17/21	300,000	295,398	298,229	2,831	1.56%	717	0.13%
08/07/18	3M Company	88579YAU5	1.625	09/19/21	09/19/21	1,000,000	960,330	996,237	35,907	1.81%	750	0.45%
08/31/18	Treasury Note	912828T34	1.125	09/30/21	09/30/21	2,300,000	2,200,367	2,281,672	81,305	1.51%	761	1.02%
12/23/16	Federal Home Loan Banks	3130AABG2	1.875	11/29/21	11/29/21	15,000,000	14,742,129	15,105,180	363,051	1.56%	821	6.76%
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	12/15/21	1,500,000	1,498,845	1,512,518	13,673	1.83%	837	0.68%
04/15/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	3,800,000	3,812,172	3,839,562	27,390	1.55%	858	1.72%
06/23/17	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	8,125,000	8,173,493	8,279,911	106,418	1.55%	866	3.70%
01/23/17	Comcast Corporation	20030NBV2	1.625	01/15/22	01/15/22	1,500,000	1,437,900	1,493,201	55,301	1.82%	868	0.67%
06/26/19	Target Corporation	87612EAZ9	2.900	01/15/22	01/15/22	1,000,000	1,022,040	1,029,704	7,664	1.62%	868	0.46%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	1,500,000	1,521,795	1,558,929	37,134	1.80%	884	0.70%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	2,450,000	2,386,645	2,451,723	65,078	1.47%	884	1.10%
08/06/18	PacifiCorp	695114CP1	2.950	02/01/22	02/01/22	1,000,000	991,823	1,021,103	29,280	2.05%	885	0.46%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	1,225,000	1,199,000	1,244,611	45,611	1.70%	896	0.56%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	1,200,000	1,207,588	1,220,503	12,915	1.84%	899	0.55%
05/15/18	Boeing Co	097023BT1	2.125	03/01/22	03/01/22	1,000,000	963,020	1,003,169	40,149	1.99%	913	0.45%
09/28/17	FHLB	313378CR0	2.250	03/11/22	03/11/22	4,000,000	4,059,140	4,073,332	14,192	1.51%	923	1.82%
04/09/19	Medtronic Inc	585055BR6	3.150	03/15/22	03/15/22	1,250,000	1,267,863	1,292,350	24,487	1.78%	927	0.58%
04/17/17	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	1,000,000	1,009,060	1,017,427	8,367	2.05%	944	0.46%
05/18/17	Federal National Mortgage Association	3135G0T45	1.875	04/05/22	04/05/22	8,300,000	8,166,654	8,385,017	218,363	1.47%	948	3.75%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	9,475,000	9,301,015	9,577,152	276,137	1.46%	973	4.28%
05/06/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	1,250,000	1,241,250	1,266,326	25,076	1.80%	984	0.57%
01/15/19	Oracle Corporation	68389XBB0	2.500	05/15/22	05/15/22	1,200,000	1,177,524	1,217,338	39,814	1.95%	988	0.54%
10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	1,000,000	1,010,629	1,023,795	13,166	1.74%	1005	0.46%
09/25/17	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	1,250,000	1,243,941	1,265,493	21,552	1.94%	1010	0.57%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	1,200,000	1,210,416	1,240,175	29,759	1.77%	1019	0.55%
08/01/17	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	9,850,000	9,706,887	10,010,063	303,176	1.43%	1065	4.48%
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	09/01/22	1,000,000	1,005,490	1,028,162	22,672	2.08%	1097	0.46%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	1,250,000	1,200,988	1,259,465	58,477	1.89%	1104	0.56%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	1,500,000	1,448,385	1,526,825	78,440	1.79%	1111	0.68%
09/25/17	National Rural Utilities Coop	63743HEQ1	2.300	09/15/22	09/15/22	1,000,000	995,980	1,008,640	12,660	2.01%	1111	0.45%
10/03/17	Treasury Note	9128282W9	1.875	09/30/22	09/30/22	9,125,000	9,098,567	9,248,330	149,663	1.43%	1126	4.14%
07/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	1,625,000	1,603,684	1,688,934	85,250	2.08%	1229	0.76%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	1,825,000	1,843,111	1,395,907	52,796	2.01%	1243	0.85%
02/14/19	IBM Corp	44932HAH6	3.000	02/06/23	02/06/23	1,125,000	1,119,397	1,162,800	43,403	1.98%	1255	0.52%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	1,000,000	995,659	1,024,035	28,376	2.03%	1264	0.46%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 08/31/19

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	1,125,000	1,125,877	1,141,011	15,134	1.97%	1353	0.51%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	1,150,000	1,131,353	1,180,665	49,312	2.01%	1370	0.53%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	4,000,000	4,167,187	4,229,063	61,876	1.43%	1491	1.89%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	1,500,000	1,536,584	1,596,998	60,414	2.10%	1606	0.71%
		Subtotal				**$206,396,468**	**$205,785,540**	**$208,547,319**	**$ 2,761,779**	**1.75%**	**681**	**93.27%**
	Local Agency Investment Fund (LAIF)					15,024,462	15,024,462	15,050,181	25,719	2.38%	172	6.73%
		Subtotal				**$221,420,930**	**$220,810,002**	**$223,597,500**	**$ 2,787,498**	**1.79%**	**647**	**100.00%**
	Operating Bank Balance						8,388,589					
		TOTAL					**$229,198,591**					

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Purchases - Maturities - Sales
As of 08/31/19

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
							$ -	
TOTAL PURCHASES					$ -		$ -	$ -

MATURITIES

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

SALES / REDEMPTIONS

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

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
08/01/19-08/31/19

Type of Investment		Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME										
FNMA Bench	NOTE	1.750	09/12/19	30,406.25	-	-	36,968.76	6,562.51	(913.81)	5,648.70
FHLB	NOTE	1.000	09/26/19	10,416.67	-	-	12,916.67	2,500.00	2,179.97	4,679.97
Honeywell International Inc	NOTE	1.400	10/30/19	2,707.25	-	-	3,599.75	892.50	499.53	1,392.03
Treasury Note	NOTE	1.500	10/31/19	15,826.43	-	-	21,101.90	5,275.47	(1,313.70)	3,961.77
Procter & Gamble Company	NOTE	1.900	11/01/19	6,293.75	-	-	8,391.67	2,097.92	(663.98)	1,433.94
Treasury Note	NOTE	1.625	12/31/19	6,005.44	-	-	11,823.20	5,817.76	(1,837.29)	3,980.47
Treasury Note	NOTE	1.125	12/31/19	3,913.04	-	-	7,703.80	3,790.76	2,550.68	6,341.44
Arizona Public Service Company	NOTE	2.200	01/15/20	977.78	-	-	2,811.11	1,833.33	(144.30)	1,689.03
Pepsico Inc	NOTE	4.500	01/15/20	2,600.00	-	-	7,475.00	4,875.00	(3,292.50)	1,582.50
FNMA	NOTE	1.625	01/21/20	2,132.81	-	-	8,531.25	6,398.44	(573.78)	5,824.66
Treasury Note	NOTE	1.625	03/15/20	18,413.72	-	-	22,520.38	4,106.66	2,370.00	6,476.66
FHLMC Reference Notes	NOTE	1.375	05/01/20	21,914.06	-	-	29,218.75	7,304.69	5,014.07	12,318.76
Intel Corp	NOTE	1.850	05/11/20	4,111.11	-	-	5,652.78	1,541.67	10.56	1,552.23
QualComm Inc	NOTE	3.194	05/20/20	3,112.26	3,922.31	-	447.65	1,257.70	(114.44)	1,143.26
Prudential Financial Inc	NOTE	5.375	06/21/20	5,195.83	-	-	9,092.71	3,896.88	(2,206.37)	1,690.51
Commonwealth Edison Company	NOTE	4.000	08/01/20	13,600.00	13,600.00	-	2,266.67	2,266.67	(572.35)	1,694.32
Manufacturers & Traders Trust Co	NOTE	2.050	08/17/20	9,338.89	10,250.00	-	797.22	1,708.33	88.97	1,797.30
State Street Corporation	NOTE	2.550	08/18/20	13,855.00	15,300.00	-	1,105.00	2,550.00	(583.09)	1,966.91
American Express Credit Corp	NOTE	3.828	09/14/20	4,637.17	-	-	7,632.01	2,994.84	(165.75)	2,829.09
FFCB	NOTE	2.490	09/25/20	2,203.06	9,756.39	-	2,085.66	9,638.99	(99.90)	9,539.09
FHLB	NOTE	1.375	09/28/20	15,268.23	-	-	18,992.19	3,723.96	3,304.07	7,028.03
Travelers Cos Inc	NOTE	3.900	11/01/20	8,775.00	-	-	11,700.00	2,925.00	(1,581.69)	1,343.31
Ace InA Holdings Inc	NOTE	2.300	11/03/20	5,622.22	-	-	7,538.89	1,916.67	(22.12)	1,894.55
Coca-Cola Company (The)	NOTE	3.150	11/15/20	8,645.00	-	-	12,057.50	3,412.50	(495.69)	2,916.81
Public Service Company of Colorado	NOTE	3.200	11/15/20	7,296.00	-	-	10,175.99	2,879.99	(1,126.96)	1,753.03
Treasury Note	NOTE	2.625	11/15/20	44,510.87	-	-	62,201.09	17,690.22	(5,899.78)	11,790.44
Chevron Corp	NOTE	2.419	11/17/20	5,221.01	-	-	7,337.63	2,116.62	405.09	2,521.71
FHLMC Reference Bond	NOTE	1.875	11/17/20	15,416.67	-	-	21,666.67	6,250.00	916.75	7,166.75
Exxon Mobil Corp	NOTE	2.222	03/01/21	9,721.25	-	-	11,665.50	1,944.25	448.49	2,392.74
Wells Fargo & Company	NOTE	3.955	03/04/21	6,190.69	-	-	8,585.41	2,394.72	(785.70)	1,609.02
Praxair Inc	NOTE	4.050	03/15/21	6,181.20	-	-	7,544.70	1,363.50	(625.71)	737.79
Bank of New York Mellon Corp	NOTE	2.500	04/15/21	9,017.36	-	-	11,569.44	2,552.08	269.72	2,821.80
US Bank NA	NOTE	3.085	04/26/21	506.55	-	-	3,123.71	2,617.16	-	2,617.16
PNC Bank NA	NOTE	2.150	04/29/21	6,593.33	-	-	8,743.33	2,150.00	273.88	2,423.88
FNMA	NOTE	1.250	05/06/21	8,854.17	-	-	11,979.17	3,125.00	3,359.88	6,484.88
General Dynamics Corporation	NOTE	3.000	05/11/21	6,666.67	-	-	9,166.67	2,500.00	(18.25)	2,481.75
Fifth Third Bank	NOTE	2.250	06/14/21	2,937.50	-	-	4,812.50	1,875.00	578.33	2,453.33

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
08/01/19-08/31/19

Type of Investment		Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
WalMart Inc	NOTE	3.125	06/23/21	4,288.19	-	-	7,673.61	3,385.42	1.81	3,387.23
Treasury Note	NOTE	2.125	06/30/21	23,097.83	-	-	45,473.85	22,376.02	4,440.11	26,816.13
Florida Power Corporation	NOTE	3.100	08/15/21	10,077.58	10,927.50	-	971.33	1,821.25	(547.12)	1,274.13
FNMA Benchmark Note	NOTE	1.250	08/17/21	1,708.33	1,875.00	-	145.83	312.50	173.88	486.38
3M Company	NOTE	1.625	09/19/21	5,958.33	-	-	7,312.50	1,354.17	1,091.84	2,446.01
Treasury Note	NOTE	1.125	09/30/21	8,695.70	-	-	10,887.29	2,191.59	2,806.68	4,998.27
Federal Home Loan Banks	NOTE	1.875	11/29/21	48,437.51	-	-	71,875.01	23,437.50	5,398.50	28,836.00
Pfizer Inc	NOTE	2.200	12/15/21	4,216.67	-	-	6,966.67	2,750.00	19.66	2,769.66
FNMA Benchmark Note	NOTE	2.000	01/05/22	5,488.89	-	-	11,822.22	6,333.33	(415.72)	5,917.61
FHLMC	NOTE	2.375	01/13/22	9,963.06	-	-	26,218.58	16,255.52	(418.13)	15,837.39
Comcast Corporation	NOTE	1.625	01/15/22	1,083.33	-	-	3,114.58	2,031.25	1,057.32	3,088.57
Target Corporation	NOTE	2.900	01/15/22	1,288.89	-	-	3,705.56	2,416.67	(721.05)	1,695.62
Berkshire Hathaway Finance Corp	NOTE	3.400	01/31/22	141.67	-	-	4,391.67	4,250.00	(526.03)	3,723.97
Treasury Note	NOTE	1.500	01/31/22	99.86	-	-	3,195.65	3,095.79	1,216.67	4,312.46
PacifiCorp	NOTE	2.950	02/01/22	14,750.00	14,750.00	-	2,458.33	2,458.33	211.03	2,669.36
Microsoft Corporation	NOTE	2.375	02/12/22	13,657.90	14,546.88	-	535.50	2,424.48	689.33	3,113.81
Walt Disney Co	NOTE	2.550	02/15/22	14,110.00	15,300.00	-	360.00	2,550.00	(126.89)	2,423.11
Boeing Co	NOTE	2.125	03/01/22	8,854.17	-	-	10,625.00	1,770.83	831.64	2,602.47
FHLB	NOTE	2.250	03/11/22	35,000.00	-	-	42,500.00	7,500.00	(1,107.38)	6,392.62
Medtronic Inc	NOTE	3.150	03/15/22	14,875.00	-	-	18,156.25	3,281.25	(508.42)	2,772.83
BB&T Corp	NOTE	2.750	04/01/22	9,166.67	-	-	11,458.33	2,291.66	(154.08)	2,137.58
Federal National Mortgage Association	NOTE	1.875	04/05/22	50,145.83	-	-	63,114.58	12,968.75	3,245.57	16,214.32
Treasury Note	NOTE	1.875	04/30/22	44,896.83	-	-	59,862.43	14,965.60	4,595.07	19,560.67
Apple Inc	NOTE	2.300	05/11/22	6,388.89	-	-	8,784.72	2,395.83	249.28	2,645.11
Oracle Corporation	NOTE	2.500	05/15/22	6,333.33	-	-	8,833.33	2,500.00	592.51	3,092.51
Home Depot Inc	NOTE	2.625	06/01/22	4,375.00	-	-	6,562.51	2,187.51	(189.15)	1,998.36
Caterpillar Financial Services	NOTE	2.400	06/06/22	4,583.34	-	-	7,083.34	2,500.00	167.30	2,667.30
Cisco Systems Inc	NOTE	3.000	06/15/22	4,600.00	-	-	7,600.00	3,000.00	(261.49)	2,738.51
Treasury Note	NOTE	2.000	07/31/22	535.32	-	-	17,130.44	16,595.12	3,463.51	20,058.63
Burlington Northern Santa Fe LLC	NOTE	3.050	09/01/22	12,708.33	-	-	15,250.00	2,541.67	(139.45)	2,402.22
John Deere Capital Corp	NOTE	2.150	09/08/22	10,675.35	-	-	12,914.93	2,239.58	1,116.46	3,356.04
Merck & Co Inc	NOTE	2.400	09/15/22	13,600.00	-	-	16,600.00	3,000.00	1,127.78	4,127.78
National Rural Utilities Coop	NOTE	2.300	09/15/22	8,688.89	-	-	10,605.56	1,916.67	68.53	1,985.20
Treasury Note	NOTE	1.875	09/30/22	57,498.72	-	-	71,990.27	14,491.55	464.12	14,955.67
Bank of America Corp	NOTE	3.300	01/11/23	2,979.16	-	-	7,447.91	4,468.75	418.47	4,887.22
JP Morgan Chase & CO	NOTE	3.200	01/25/23	973.33	-	-	5,840.00	4,866.67	(393.60)	4,473.07
IBM Corp	NOTE	3.000	02/06/23	16,406.25	16,875.00	-	2,343.75	2,812.50	117.79	2,930.29
Unitedhealth Group Inc	NOTE	2.750	02/15/23	12,680.56	13,750.00	-	1,222.22	2,291.66	99.01	2,390.67

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
08/01/19-08/31/19

Type of Investment		Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Public Service Electric And Gas	NOTE	2.375	05/15/23	5,640.63	-	-	7,867.19	2,226.56	(19.86)	2,206.70
Simon Property Group LP	NOTE	2.750	06/01/23	5,270.83	-	-	7,906.25	2,635.42	384.80	3,020.22
Treasury Note	NOTE	2.875	09/30/23	38,647.54	-	-	48,387.98	9,740.44	(3,407.50)	6,332.94
Citibank NA	NOTE	3.650	01/23/24	1,216.67	-	-	5,779.17	4,562.50	(644.48)	3,918.02
	Subtotal			**$ 888,888.62**	**$ 140,853.08**	**$ -**	**$ 1,115,976.67**	**$ 367,941.13**	**$ 23,701.15**	**$ 391,642.28**
CASH EQUIVALENTS										
Cash Interest (MISC)				-	1,036.27	-	-	1,036.27	-	1,036.27
	Subtotal			**$ -**	**$ 1,036.27**	**$ -**	**$ -**	**$ 1,036.27**	**$ -**	**$ 1,036.27**
LAIF										
Local Agency Investment Fund				30,260.96	-	-	60,133.18	29,872.22	-	29,872.22
	TOTAL			**$ 919,149.58**	**$ 141,889.35**	**$ -**	**$ 1,176,109.85**	**$ 398,849.62**	**$ 23,701.15**	**$ 422,550.77**

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 08/31/19

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
08/31/19	Columbia Treasury Reserves	097101307	0.000	08/31/19	08/31/19	$ 113,845	$ 113,845	$ 113,845	$ -	0.00%	0	0.25%
04/24/18	Wells Fargo & Company	949746RT0	4.076	03/04/21	09/04/19	225,000	230,948	228,291	(2,657)	2.55%	4	0.51%
01/28/15	FNMA Bench	3135G0ZG1	1.750	09/12/19	09/12/19	990,000	1,004,663	989,889	(14,774)	2.06%	12	2.21%
03/22/18	FFCB	3133EHZK2	2.315	09/25/20	09/25/19	350,000	350,207	349,608	(599)	2.24%	25	0.78%
06/23/17	FHLB	3130A9EP2	1.000	09/26/19	09/26/19	1,000,000	990,820	999,251	8,431	2.03%	26	2.23%
10/30/16	Honeywell International Inc	438516BJ4	1.400	10/30/19	10/30/19	150,000	149,882	149,812	(70)	2.14%	60	0.33%
04/01/16	Treasury Note	912828F62	1.500	10/31/19	10/31/19	935,000	940,998	934,087	(6,911)	2.07%	61	2.09%
11/07/16	Procter & Gamble Company	742718EG0	1.900	11/01/19	11/01/19	175,000	178,140	174,912	(3,228)	2.18%	62	0.39%
07/03/18	Qualcomm Inc	747525AL7	3.195	05/20/20	11/20/19	90,000	90,455	90,130	(325)	2.51%	81	0.20%
01/11/16	Treasury Note	912828G95	1.625	12/31/19	12/31/19	960,000	975,537	958,875	(16,662)	1.97%	122	2.14%
09/26/16	Treasury Note	912828UF5	1.125	12/31/19	12/31/19	700,000	697,922	698,031	109	1.97%	122	1.56%
05/26/15	Arizona Public Service Company	040555CR3	2.200	01/15/20	01/15/20	185,000	184,919	184,698	(221)	2.23%	137	0.41%
12/14/15	Pepsico Inc	713448BN7	4.500	01/15/20	01/15/20	275,000	291,585	277,094	(14,492)	2.44%	137	0.62%
04/05/17	FNMA	3135G0A78	1.625	01/21/20	01/21/20	1,100,000	1,103,600	1,098,635	(4,965)	1.94%	143	2.45%
09/02/16	National Rural Utilities Coop	637432NC5	2.000	01/27/20	01/27/20	185,000	186,380	184,789	(1,591)	2.28%	149	0.41%
09/02/16	PNC Funding Corp	693476BJ1	5.125	02/08/20	02/08/20	215,000	233,876	217,612	(16,264)	2.32%	161	0.49%
05/18/17	FHLB	313378J77	1.875	03/13/20	03/13/20	1,650,000	1,651,489	1,649,008	(2,481)	1.99%	195	3.68%
05/30/17	Treasury Note	912828W63	1.625	03/15/20	03/15/20	550,000	552,156	549,248	(2,908)	1.88%	197	1.23%
10/25/16	FHLMC Reference Notes	3137EADR7	1.375	05/01/20	05/01/20	1,350,000	1,339,018	1,345,529	6,511	2.06%	244	3.01%
05/11/17	Intel Corp	458140AZ3	1.850	05/11/20	05/11/20	250,000	249,115	249,832	717	1.95%	254	0.56%
09/25/15	American Express Credit Corp	0258M0DT3	2.375	05/26/20	05/26/20	250,000	251,333	250,572	(761)	2.06%	269	0.56%
06/24/19	Prudential Financial Inc.	74432QMB6	5.375	06/21/20	06/21/20	225,000	231,597	230,850	(747)	2.11%	295	0.52%
01/16/19	Commonwealth Edison Company	202795HV5	4.000	08/01/20	08/01/20	235,000	238,217	237,953	(264)	2.61%	336	0.53%
10/02/17	Manufacturers & Traders Trust Co	55279HAN0	2.050	08/17/20	08/17/20	250,000	250,163	250,115	(48)	2.00%	352	0.56%
05/04/17	State Street Corporation	524144AS2	2.550	08/18/20	08/18/20	225,000	228,158	226,285	(1,873)	1.95%	353	0.51%
09/29/17	FHLB	3130ACE26	1.375	09/28/20	09/28/20	1,000,000	991,915	995,313	3,398	1.76%	394	2.22%
04/21/16	Travelers Cos Inc	89417EAG4	3.900	11/01/20	11/01/20	200,000	210,963	204,378	(6,585)	2.00%	428	0.46%
02/21/17	Ace InA Holdings Inc	00440EAT4	2.300	11/03/20	11/03/20	200,000	199,218	200,781	1,563	1.96%	430	0.45%
04/02/18	Coca-Cola (The)	191216AR1	3.150	11/15/20	11/15/20	200,000	202,392	203,031	639	1.87%	442	0.45%
03/08/16	Public Service Company of Colorado	744448CD1	3.200	11/15/20	11/15/20	215,000	221,382	216,707	(4,675)	2.53%	442	0.48%
10/27/17	Treasury Note	912828PC8	2.625	11/15/20	11/15/20	1,525,000	1,564,256	1,541,322	(22,934)	1.73%	442	3.44%
06/25/18	Chevron Corp	166764AE0	2.419	11/17/20	11/17/20	200,000	198,010	201,226	3,216	1.90%	444	0.45%
03/01/18	FHLMC Reference Bond	3137EAEK1	1.875	11/17/20	11/17/20	1,350,000	1,330,451	1,352,730	22,279	1.71%	444	3.02%
03/06/18	Exxon Mobil Corp	30231GAV4	2.222	03/01/21	03/01/21	200,000	197,105	201,214	4,109	1.81%	548	0.45%
11/10/17	Praxair	74005PAY0	4.050	03/15/21	03/15/21	131,000	136,341	134,980	(1,361)	2.04%	562	0.30%
01/25/18	Bank of New York Mellon Corp	06406FAA1	2.500	04/15/21	04/15/21	275,000	274,038	277,226	3,188	1.99%	593	0.62%
01/24/18	Treasury Note	912828Q78	1.375	04/30/21	04/30/21	1,200,000	1,163,789	1,195,594	31,805	1.60%	608	2.67%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 08/31/19

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
05/31/18	FNMA	3135G0K69	1.250	05/06/21	05/06/21	925,000	891,013	920,406	29,393	1.55%	614	2.06%
05/08/18	General Dynamics Corporation	369550BE7	3.000	05/11/21	05/11/21	300,000	300,494	305,717	5,223	1.85%	619	0.68%
06/20/18	WalMart Inc	931142EJ8	3.125	06/23/21	06/23/21	275,000	275,837	281,720	5,883	1.75%	662	0.63%
03/01/18	Fifth Third Bank	31677QBG3	2.250	06/14/21	06/14/21	200,000	195,570	200,669	5,099	2.06%	653	0.45%
12/23/16	Treasury Note	912828WR7	2.125	06/30/21	06/30/21	1,500,000	1,488,668	1,515,293	26,625	1.56%	669	3.38%
10/02/17	Florida Power Corporation	341099CP2	3.100	08/15/21	08/15/21	200,000	205,822	203,220	(2,602)	2.25%	715	0.45%
05/31/19	FNMA Benchmark Note	3135G0N82	1.250	08/17/21	08/17/21	130,000	128,006	129,232	1,226	1.56%	717	0.29%
08/07/18	3M Company	88579YAU5	1.625	09/19/21	09/19/21	275,000	266,930	273,965	7,035	1.81%	750	0.61%
07/05/18	Treasury Note	912828T34	1.125	09/30/21	09/30/21	1,590,000	1,517,091	1,577,330	60,239	1.51%	761	3.52%
12/23/16	Federal Home Loan Banks	3130AABG2	1.875	11/29/21	11/29/21	1,525,000	1,497,278	1,535,693	38,415	1.56%	821	3.43%
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	12/15/21	325,000	323,889	327,712	3,823	1.83%	837	0.73%
03/27/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	1,150,000	1,152,401	1,161,973	9,572	1.55%	858	2.60%
09/25/18	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	1,775,000	1,757,610	1,808,842	51,232	1.55%	866	4.04%
01/23/17	Comcast Corporation	20030NBV2	1.625	01/15/22	01/15/22	300,000	287,753	298,640	10,887	1.82%	868	0.67%
06/26/19	Target Corporation	87612EAZ9	2.900	01/15/22	01/15/22	225,000	229,959	231,683	1,724	1.62%	868	0.52%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	275,000	278,996	285,804	6,808	1.80%	884	0.64%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	1,450,000	1,400,944	1,451,020	50,076	1.47%	884	3.24%
08/06/18	PacifiCorp	695114CP1	2.950	02/01/22	02/01/22	250,000	249,340	255,276	5,936	2.05%	885	0.57%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	250,000	244,310	254,002	9,692	1.70%	896	0.57%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	250,000	250,047	254,272	4,225	1.84%	899	0.57%
05/15/18	Boeing Co	097023BT1	2.125	03/01/22	03/01/22	200,000	193,118	200,634	7,516	1.99%	913	0.45%
07/09/19	FHLB	313378CR0	2.250	03/11/22	03/11/22	800,000	809,853	814,666	4,813	1.51%	923	1.82%
04/16/19	Medtronic Inc	585055BR6	3.150	03/15/22	03/15/22	250,000	253,360	258,470	5,110	1.78%	927	0.58%
05/31/19	US Bancorp	91159HHC7	3.000	03/15/22	03/15/22	240,000	243,586	246,017	2,431	1.98%	927	0.55%
01/11/19	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	250,000	247,480	254,357	6,877	2.05%	944	0.57%
03/01/18	Federal National Mortgage Assoc	3135G0T45	1.875	04/05/22	04/05/22	700,000	681,363	707,170	25,807	1.47%	948	1.58%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	1,550,000	1,530,471	1,566,711	36,240	1.46%	973	3.50%
05/31/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	250,000	250,128	253,265	3,137	1.80%	984	0.57%
01/15/19	Oracle Corporation	68389XBB0	2.500	05/15/22	05/15/22	235,000	230,598	238,395	7,797	1.95%	988	0.53%
10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	250,000	252,567	255,949	3,382	1.74%	1005	0.57%
11/08/18	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	250,000	241,618	253,099	11,481	1.94%	1010	0.57%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	265,000	267,700	273,872	6,172	1.77%	1019	0.61%
12/31/18	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	1,425,000	1,405,582	1,448,156	42,574	1.43%	1065	3.23%
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	09/01/22	225,000	226,643	231,336	4,693	2.08%	1097	0.52%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	275,000	265,549	277,082	11,533	1.89%	1104	0.62%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	325,000	317,700	330,812	13,112	1.79%	1111	0.74%
01/11/19	Treasury Note	9128282W9	1.875	09/30/22	09/30/22	1,225,000	1,201,812	1,241,557	39,745	1.43%	1126	2.77%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 08/31/19

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
04/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	355,000	352,595	368,967	16,372	2.08%	1229	0.82%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	360,000	363,571	373,987	10,415	2.01%	1243	0.84%
08/22/19	Treasury Note	9128283U2	2.375	01/31/23	01/31/23	325,000	334,140	335,182	1,042	1.43%	1249	0.75%
02/14/19	IBM Corp	44932HAH6	3.000	02/06/23	02/06/23	225,000	223,879	232,560	8,681	1.98%	1255	0.52%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	300,000	300,218	307,211	6,993	2.03%	1264	0.69%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	225,000	225,175	228,202	3,027	1.97%	1353	0.51%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	260,000	257,239	266,933	9,694	2.01%	1370	0.60%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	800,000	833,437	845,813	12,375	1.43%	1491	1.89%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	300,000	307,316	319,400	12,084	2.10%	1606	0.71%
		Subtotal				**$ 44,364,845**	**$ 44,163,540**	**$ 44,765,725**	**$ 577,725**	**1.73%**	**607.6286**	**97.40%**
	PFC Bank Balance						43,715					
		TOTAL					**$ 44,207,255**					

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Purchases - Maturities - Sales
As of 08/31/19

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
08/22/19	Bank of America Corp	06051GEU9	3.300	01/11/23	$ 30,000.00	103.86500	$ 31,159.50	$ (123.75)
08/22/19	Bank of New York Mellon Corp	06406FAA1	2.500	04/15/21	50,000.00	100.81800	50,409.00	(454.86)
08/22/19	FHLB	313378CR0	2.250	03/11/22	400,000.00	101.63100	406,524.00	(4,050.00)
08/22/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	25,000.00	100.41300	25,103.25	(250.83)
08/22/19	Merck & Co Inc	589331AT4	2.400	09/15/22	75,000.00	101.73800	76,303.50	(805.00)
08/22/19	Pfizer Inc	717081DZ3	2.200	12/15/21	50,000.00	100.75000	50,375.00	(216.94)
08/22/19	Prudential Financial Inc.	74432QMB6	5.375	06/21/20	50,000.00	102.69000	51,345.00	(485.24)
08/22/19	Simon Property Group LP	828807DD6	2.750	06/01/23	35,000.00	102.53300	35,886.55	(227.26)
08/22/19	Treasury Note	9128283U2	2.375	01/31/23	325,000.00	102.81250	334,140.63	(482.42)
08/22/19	WalMart Inc	931142EJ8	3.125	06/23/21	25,000.00	102.33800	25,584.50	(136.72)
							-	
TOTAL PURCHASES					$ 1,065,000.00		$ 1,086,830.93	$ (7,233.02)

MATURITIES

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

SALES / REDEMPTIONS / DELIVERS

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

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
08/01/19-08/31/19

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME										
FNMA Bench	NOTE	1.750	09/12/19	6,689.38	-	-	8,133.13	1,443.75	(319.56)	1,124.19
FHLB	NOTE	1.000	09/26/19	3,472.22	-	-	4,305.56	833.34	338.74	1,172.08
Honeywell International Inc	NOTE	1.400	10/30/19	530.83	-	-	705.83	175.00	3.30	178.30
Treasury Note	NOTE	1.500	10/31/19	3,544.36	-	-	4,725.81	1,181.45	39.12	1,220.57
Procter & Gamble Company	NOTE	1.900	11/01/19	831.25	-	-	1,105.33	277.08	(87.70)	189.38
Treasury Note	NOTE	1.625	12/31/19	1,356.53	-	-	2,670.66	1,314.13	(370.87)	943.26
Treasury Note	NOTE	1.125	12/31/19	684.79	-	-	1,345.17	663.38	76.33	739.71
Arizona Public Service Company	NOTE	2.200	01/15/20	180.88	-	-	521.06	339.18	23.09	362.27
Pepsico Inc	NOTE	4.500	01/15/20	550.00	-	-	1,581.25	1,031.25	(501.91)	529.34
FNMA	NOTE	1.625	01/21/20	496.53	-	-	1,985.11	1,489.58	(110.85)	1,378.73
National Rural Utilities Coop	NOTE	2.000	01/27/20	41.12	-	-	349.44	308.32	(16.60)	291.72
PNC Funding Corp	NOTE	5.125	02/08/20	5,295.12	5,509.38	-	709.98	918.24	(526.41)	391.83
FHLB	NOTE	1.875	03/13/20	11,859.37	-	-	14,437.50	2,578.13	98.82	2,676.95
Treasury Note	NOTE	1.625	03/15/20	3,375.85	-	-	4,125.74	752.89	(65.09)	687.80
FHLMC Reference Notes	NOTE	1.375	05/01/20	4,640.63	-	-	6,187.50	1,546.87	296.53	1,843.40
Intel Corp	NOTE	1.850	05/11/20	1,027.79	-	-	1,413.20	385.41	58.70	444.11
Qualcomm Inc	NOTE	3.195	05/20/20	560.21	706.01	-	879.58	226.38	(20.60)	205.78
American Express Credit Corp	NOTE	2.375	05/26/20	1,072.04	-	-	1,565.84	494.80	(15.24)	479.56
Prudential Financial Inc.	NOTE	5.375	06/21/20	1,045.14	-	485.24	2,351.56	821.18	(466.61)	354.57
Commonwealth Edison Company	NOTE	4.000	08/01/20	4,700.00	4,700.00	-	783.33	783.33	(264.97)	518.36
Manufacturers & Traders Trust Co	NOTE	2.050	08/17/20	2,334.72	2,562.50	-	199.31	427.09	(4.86)	422.23
State Street Corporation	NOTE	2.550	08/18/20	2,597.81	2,868.75	-	207.19	478.13	(67.51)	410.62
FFCB	NOTE	2.315	09/25/20	154.21	682.95	-	145.00	674.74	(7.00)	667.74
FHLB	NOTE	1.375	09/28/20	4,697.92	-	-	5,843.75	1,145.83	224.79	1,370.62
Travelers Cos Inc	NOTE	3.900	11/01/20	1,950.00	-	-	2,600.00	650.00	(246.61)	403.39
Ace InA Holdings Inc	NOTE	2.300	11/03/20	1,124.44	-	-	1,507.77	383.33	34.96	418.29
Coca-Cola (The)	NOTE	3.150	11/15/20	1,330.00	-	-	1,855.00	525.00	(76.27)	448.73
Public Service Company of Colorado	NOTE	3.200	11/15/20	1,452.44	-	-	2,025.78	573.34	(142.09)	431.25
Treasury Note	NOTE	2.625	11/15/20	8,484.89	-	-	11,857.08	3,372.19	(1,094.45)	2,277.74
Chevron Corp	NOTE	2.419	11/17/20	994.48	-	-	1,397.65	403.17	71.59	474.76
FHLMC Reference Bond	NOTE	1.875	11/17/20	5,203.13	-	-	7,312.50	2,109.37	601.52	2,710.89
Exxon Mobil Corp	NOTE	2.222	03/01/21	1,851.67	-	-	2,222.00	370.33	90.99	461.32
Wells Fargo & Company	NOTE	4.076	03/04/21	1,392.91	-	-	1,931.72	538.81	(176.78)	362.03
Praxair	NOTE	4.050	03/15/21	2,004.30	-	-	2,446.43	442.13	(145.64)	296.49
Bank of New York Mellon Corp	NOTE	2.500	04/15/21	1,656.25	-	454.86	2,597.22	486.11	37.51	523.62
Treasury Note	NOTE	1.375	04/30/21	4,169.84	-	-	5,559.78	1,389.94	1,003.46	2,393.40

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
08/01/19-08/31/19

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
FNMA	NOTE	1.250	05/06/21	2,730.03	-	-	3,693.57	963.54	978.44	1,941.98
General Dynamics Corporation	NOTE	3.000	05/11/21	2,000.00	-	-	2,750.00	750.00	(37.96)	712.04
Fifth Third Bank	NOTE	2.250	06/14/21	587.50	-	-	962.50	375.00	115.66	490.66
WalMart Inc	NOTE	3.125	06/23/21	824.66	-	136.72	1,623.27	661.89	(13.29)	648.60
Treasury Note	NOTE	2.125	06/30/21	2,771.74	-	-	5,456.86	2,685.12	325.75	3,010.87
Florida Power Corporation	NOTE	3.100	08/15/21	2,858.89	3,100.00	-	275.56	516.67	(150.01)	366.66
FNMA Benchmark Note	NOTE	1.250	08/17/21	740.28	812.50	-	63.19	135.41	75.35	210.76
3M Company	NOTE	1.625	09/19/21	1,638.54	-	-	2,010.94	372.40	235.72	608.12
Treasury Note	NOTE	1.125	09/30/21	6,011.38	-	-	7,526.43	1,515.05	1,995.85	3,510.90
Federal Home Loan Banks	NOTE	1.875	11/29/21	4,924.47	-	-	7,307.29	2,382.82	591.21	2,974.03
Pfizer Inc	NOTE	2.200	12/15/21	773.06	-	216.94	1,509.44	519.44	35.68	555.12
FNMA Benchmark Note	NOTE	2.000	01/05/22	1,661.12	-	-	3,577.77	1,916.65	(85.78)	1,830.87
FHLMC	NOTE	2.375	01/13/22	2,176.55	-	-	5,727.75	3,551.20	461.17	4,012.37
Comcast Corporation	NOTE	1.625	01/15/22	216.66	-	-	622.92	406.26	240.70	646.96
Target Corporation	NOTE	2.900	01/15/22	290.00	-	-	833.75	543.75	(162.23)	381.52
Berkshire Hathaway Finance Corp	NOTE	3.400	01/31/22	25.97	-	-	805.14	779.17	(96.44)	682.73
Treasury Note	NOTE	1.500	01/31/22	59.11	-	-	1,891.31	1,832.20	1,069.78	2,901.98
PacifiCorp	NOTE	2.950	02/01/22	3,687.50	3,687.50	-	614.59	614.59	7.93	622.52
Microsoft Corporation	NOTE	2.375	02/12/22	2,787.33	2,968.75	-	313.37	494.79	150.44	645.23
Walt Disney Co	NOTE	2.550	02/15/22	2,939.59	3,187.50	-	283.34	531.25	5.63	536.88
Boeing Co	NOTE	2.125	03/01/22	1,770.84	-	-	2,125.01	354.17	158.88	513.05
FHLB	NOTE	2.250	03/11/22	3,500.00	-	4,050.00	8,500.00	950.00	(161.89)	788.11
Medtronic Inc	NOTE	3.150	03/15/22	2,975.00	-	-	3,631.25	656.25	(96.28)	559.97
US Bancorp	NOTE	3.000	03/15/22	2,720.00	-	-	3,320.00	600.00	(110.78)	489.22
BB&T Corp	NOTE	2.750	04/01/22	2,291.66	-	-	2,864.59	572.93	64.81	637.74
Federal National Mortgage Assoc	NOTE	1.875	04/05/22	4,229.16	-	-	5,322.91	1,093.75	406.64	1,500.39
Treasury Note	NOTE	1.875	04/30/22	7,344.60	-	-	9,792.80	2,448.20	507.54	2,955.74
Apple Inc	NOTE	2.300	05/11/22	1,277.78	-	-	1,756.94	479.16	(3.72)	475.44
Oracle Corporation	NOTE	2.500	05/15/22	1,240.28	-	-	1,729.86	489.58	116.04	605.62
Home Depot Inc	NOTE	2.625	06/01/22	1,093.75	-	-	1,640.64	546.89	(50.52)	496.37
Caterpillar Financial Services	NOTE	2.400	06/06/22	916.66	-	-	1,416.66	500.00	198.30	698.30
Cisco Systems Inc	NOTE	3.000	06/15/22	1,015.83	-	-	1,678.33	662.50	(70.16)	592.34
Treasury Note	NOTE	2.000	07/31/22	77.45	-	-	2,478.26	2,400.81	461.96	2,862.77
Burlington Northern Santa Fe LLC	NOTE	3.050	09/01/22	2,859.38	-	-	3,431.25	571.87	(43.91)	527.96
John Deere Capital Corp	NOTE	2.150	09/08/22	2,135.07	-	250.83	2,841.29	455.39	217.34	672.73
Merck & Co Inc	NOTE	2.400	09/15/22	2,266.67	-	805.00	3,596.67	525.00	180.87	705.87
Treasury Note	NOTE	1.875	09/30/22	7,719.01	-	-	9,664.45	1,945.44	529.97	2,475.41

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
08/01/19-08/31/19

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amt/Accrt For Period	Adjusted Total Int. Earned
Bank of America Corp	NOTE	3.300	01/11/23	595.83	-	123.75	1,627.08	907.50	59.33	966.83
JP Morgan Chase & CO	NOTE	3.200	01/25/23	192.00	-	-	1,152.00	960.00	(77.62)	882.38
Treasury Note	NOTE	2.375	01/31/23	-	-	482.42	671.20	188.78	(65.45)	123.33
IBM Corp	NOTE	3.000	02/06/23	3,281.25	3,375.00	-	468.75	562.50	23.56	586.06
Unitedhealth Group Inc	NOTE	2.750	02/15/23	3,804.17	4,125.00	-	366.66	687.49	(7.28)	680.21
Public Service Electric And Gas	NOTE	2.375	05/15/23	1,128.13	-	-	1,573.44	445.31	(3.97)	441.34
Simon Property Group LP	NOTE	2.750	06/01/23	1,031.24	-	227.26	1,787.52	529.02	71.75	600.77
Treasury Note	NOTE	2.875	09/30/23	7,729.51	-	-	9,677.60	1,948.09	(681.50)	1,266.59
Citibank NA	NOTE	3.650	01/23/24	243.33	-	-	1,155.83	912.50	(128.30)	783.60
	Subtotal			**$ 196,496.03**	**$ 38,285.84**	**$ 7,233.02**	**$ 240,916.74**	**$ 75,473.53**	**$ 5,510.44**	**$ 80,983.97**
CASH EQUIVALENTS										
Cash Interest				-	1,037.14	-	-	1,037.14	-	1,037.14
	Subtotal			**$ -**	**$ 1,037.14**	**$ -**	**$ -**	**$ 1,037.14**	**$ -**	**$ 1,037.14**
	TOTAL			**$ 196,496.03**	**$ 39,322.98**	**$ 7,233.02**	**$ 240,916.74**	**$ 76,510.67**	**$ 5,510.44**	**$ 82,021.11**

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND TWO MONTHS ENDED AUGUST 31, 2019 & 2018

	Monthly Performance					August 2019	Fiscal YTD Performance (July 2019 - August 2019)				
	A	B	C	D	E		F	G	H	I	J
	Actual $ Aug 2019	Budget Aug 2019	Actual $ Prior Year Aug 2018	Note	Variance Actual Vs. Budget		Fiscal YTD	Fiscal YTD Budget	Actual $ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
						OPERATING ACTIVITY					
						CASH RECEIPTS FROM OPERATIONS					
1	$412,445	$406,250	$375,104	(2)	$6,195	Landing/Fuel Fees	$836,326	$812,500	$676,622	(2)	$23,826
2	1,913,683	1,880,208	1,837,338	(3)	33,475	Parking Fees	3,977,398	3,777,992	3,693,286	(3)	199,406
3	1,277,729	1,075,108	1,091,282	(4)	202,621	Rental Receipts - Terminal Building	2,499,377	2,150,216	2,376,855	(4)	349,161
4	1,027,208	1,099,059	973,531	(5)	(71,851)	Rental Receipts - Other Buildings	2,152,474	2,198,118	2,155,585	(5)	(45,644)
5	430,780	341,667	277,365	(6)	89,113	Ground Transportation	857,893	683,334	566,556	(6)	174,559
6	88,725	20,417	144,428	(7)	68,308	Other Receipts	59,291	40,834	111,736	(7)	18,457
7	154,405	354,167	4,184	(8)	(199,762)	Investment Receipts - Treasurer/Other Interest Earned	720,671	708,334	404,920	(8)	12,337
8	$5,304,975	$5,176,876	$4,703,232	(1)	$128,099		$11,103,430	$10,371,328	$9,985,560	(1)	$732,102
						CASH DISBURSEMENTS FROM OPERATIONS					
9	($109,658)	($111,310)	($89,358)	(10)	$1,652	Administrative Supplies & Costs	($173,627)	($208,620)	($148,427)	(10)	$34,993
10	(311,293)	(320,694)	(346,268)	(11)	9,401	Operating Supplies & Maintenance	(716,208)	(730,347)	(620,125)	(11)	14,139
11	(1,869,809)	(2,054,222)	(2,047,582)	(12)	184,413	Contractual Operating Costs	(4,346,714)	(4,546,944)	(4,327,425)	(12)	200,230
12	(291,324)	(317,067)	(370,410)	(13)	25,743	Contractual Professional Services	(1,937,537)	(1,964,134)	(1,789,302)	(13)	26,597
13	(443,178)	(452,485)	(436,192)	(14)	9,307	Wages & Benefits	(1,129,311)	(1,147,485)	(989,104)	(14)	18,174
14	(6,611)	(19,083)	(220,879)	(15)	12,472	Other Operating Costs	(106,091)	(130,333)	(243,467)	(15)	24,242
15	(380,688)	(380,688)	(380,292)		0	Bond Debt Service – 2015 Bonds	(761,376)	(761,376)	(760,584)		0
16	0	0	0	(16)	0	Parking Tax	(609,910)	(595,000)	(592,743)	(16)	(14,910)
17	($3,412,561)	($3,655,549)	($3,890,981)	(9)	$242,988		($9,780,774)	($10,084,239)	($9,471,177)	(9)	$303,465
						INCREASE (DECREASE) IN CASH FROM OPERATIONS					
18	$1,892,414	$1,521,327	$812,251		$371,087		$1,322,656	$287,089	$514,383		$1,035,567
						FACILITY IMPROVEMENT / NOISE MITIGATION TRANSACTIONS					
						CASH DISBURSEMENTS					
19	($158)	($40,000)	($151)	(17)	$39,842	Sound Insulation Program Costs	($316)	($80,000)	($302)	(17)	$79,684
20	(273,142)	(483,750)	(394,044)	(18)	210,608	Other Facility Improvement Program Project Costs	(737,271)	(1,112,500)	(1,351,944)	(18)	375,229
	($273,300)	($523,750)	($394,195)		$250,450		($737,587)	($1,192,500)	($1,352,246)		$454,913
						CASH RECEIPTS FROM FUNDING SOURCES					
21	$0	$32,236	$0	(17)	($32,236)	FAA Grants - Sound Insulation Program	$0	$64,472	$0	(17)	($64,472)
22	50,242	110,945	123,449	(19)	(60,703)	FAA Grants - Facility Improvement Program	50,242	295,210	123,449	(19)	(244,968)
23	0	0	0	(20)	0	Other Grants	0	0	8,490	(20)	0
24	0	144,444	0	(21)	(144,444)	Passenger Facility Charge Receipts/Reserves	0	276,548	0	(21)	(276,548)
25	0	0	158,280		0	Facility Development Fund (Authority Reserves)	0	0	272,313		0
26	$50,242	$287,625	$281,729		($237,383)		$50,242	$636,230	$404,252		($585,988)
27	($223,058)	($236,125)	($112,466)		$13,067	**INCREASE (DECREASE) – FACILITY / NOISE MITIGATION TRANSACTIONS**	($687,345)	($556,270)	($947,994)		($131,075)
28	$1,669,356	$1,285,202	$699,785		$384,154	**NET ACTIVITY VS. BUDGET**	$635,311	($269,181)	($433,611)		$904,492
29	$0	$0	($158,280)		$0	**LESS USE OF AUTHORITY RESERVES**	$0	$0	($272,313)		$0
30	**$1,669,356**	**$1,285,202**	**$541,505**		**$384,154**	**NET INCREASE (DECREASE) IN CASH – TOTAL (see note below)**	**$635,311**	**($269,181)**	**($705,924)**		**$904,492**

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND TWO MONTHS ENDED AUGUST 31, 2019 & 2018

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

The FY 2020 Capital Program expenditures are primarily funded by the following sources:
- FAA-approved Passenger Facility Charge ("PFC") program receipts/reserves;
- Grants;
- 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 Series 2012 Bond debt service and repayment to the Authority of the loans provided to the Rent-A-Car Companies ("RACs") for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

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

Cash receipts from operations are ahead of budget FYTD August. On an accrual basis, operating revenues are favorably ahead of budget FYTD August by $1,104,970. 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 Fee exceed the budget by $108,491 FYTD August.

NOTE (3) – ***Parking Fees***

Parking fee revenues performed ahead of the budget forecast. Accrual basis Parking Fees are $100,798 ahead of budget FYTD August.

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

Terminal Building rental receipts exceed the budget FYTD August due to the timing of receipts and additional concession revenues received above the minimum annual guarantee. Accrual basis Terminal Building rents are $276,128 ahead of budget FYTD August. The positive FYTD August passenger growth of 19.49% has contributed to achieving the favorable performance results.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND TWO MONTHS ENDED AUGUST 31, 2019 & 2018

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

Other Buildings rental receipts are under budget FYTD August due to the timing of receipts. Accrual basis Other Building receipts are $36,840 ahead of budget FYTD August.

NOTE (6) – ***Ground Transportation***

This category consists of off-airport access fees and TNC activity. Ground Transportation receipts exceed the budget FYTD August. Accrual basis Ground Transportation receipts are $214,483 ahead of budget FYTD August primarily due to TNC activity.

NOTE (7) – ***Other Receipts***

This category consists primarily of film location revenues. Accrual basis Other Receipts are $162,983 ahead of budget FYTD August.

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 $205,247 FYTD August.

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

Overall operating disbursements are favorably under budget FYTD August. On an accrual basis operating disbursements are favorably within budget parameters. See additional information on operating disbursements 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.

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.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND TWO MONTHS ENDED AUGUST 31, 2019 & 2018

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 2017. 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 includes public relations/advertising, air service retention, license and permits and bad debt expense.

NOTE (16) – ***Parking Tax***

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. The July 2019 remittance in the amount of $609,910 covers parking activity for the months of April, May and June 2019. The next remittance, covering parking activity for the months of July, August and September 2019, is due October 2019.

NOTE (17) – ***Sound Insulation Program***

The Sound Insulation program is funded primarily through FAA Airport Improvement Program ("AIP") grants and and Passenger Facility Charge ("PFC") revenues. Staff is awaiting FAA's decision to award a noise discretionary grant, the receipt of which will facilitate the restart of the program.

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

Other Facility Improvement Program Projects costs are under budget FYTD August by $375,229 due to the timing of expenditures of certain projects.

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

FAA Grants are budgeted to partially fund the Taxiway A Rehabilitation Project and Land Acquisition Hollyona Property.

NOTE (20) – ***Other Grants***

Other grants represent federal grants, other than FAA AIP grants, and local grants that fund or partially fund the Ground Access Study.

NOTE (21) – ***Passenger Facility Charge Receipts/Reserves***

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the Taxiway A Rehabilitation Project and Airfield Lighting System Rehabilitation Project.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

SUPPLEMENT SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
REGIONAL INTERMODAL TRANSPORTATION CENTER / CONSOLIDATED RENTAL CAR FACILITY PAYMENTS AND COLLECTIONS
MONTH AND TWO MONTHS ENDED AUGUST 31, 2019 & 2018

	Monthly Performance					August 2019	Fiscal YTD Performance (July 2019 - August 2019)				
	A	B	C	D	E		F	G	H	I	J
	Actual $ Aug 2019	Budget Aug 2019	Actual $ Prior Year Aug 2018	Note	Variance Actual Vs. Budget		Actual $ Fiscal YTD	Fiscal YTD Budget	Actual $ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
31	$483,819	$477,083	$482,470	(1)	$6,736	Customer Facility Charge Receipts	$1,007,194	$954,166	$988,929	(1)	$53,028
32	60,725	32,251	59,297	(2)	28,474	Facility Rent	167,377	64,502	166,771	(2)	102,875
33	(486,417)	(486,417)	(486,409)		0	Payments to Bond Trustee for 2012 Bond Debt Service	(972,834)	(972,834)	(972,818)		0
34	(24,270)	(22,917)	(23,699)	(3)	(1,353)	Loan Principal Repayments to the Authority	(59,724)	(45,834)	(49,872)	(3)	(13,890)
35	**$33,857**	**$0**	**$31,659**	(4)	**$33,857**		**$142,013**	**$0**	**$133,010**	(4)	**$142,013**

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. CFCs received FYTD August exceeded the budget due to better than expected car rental activity.

Note (2) – ***Facility Rent***

Facility Rent exceeds the budget FYTD August due to the timing of receipts.

Note (3) – ***Loan Principal Repayments to the Authority***

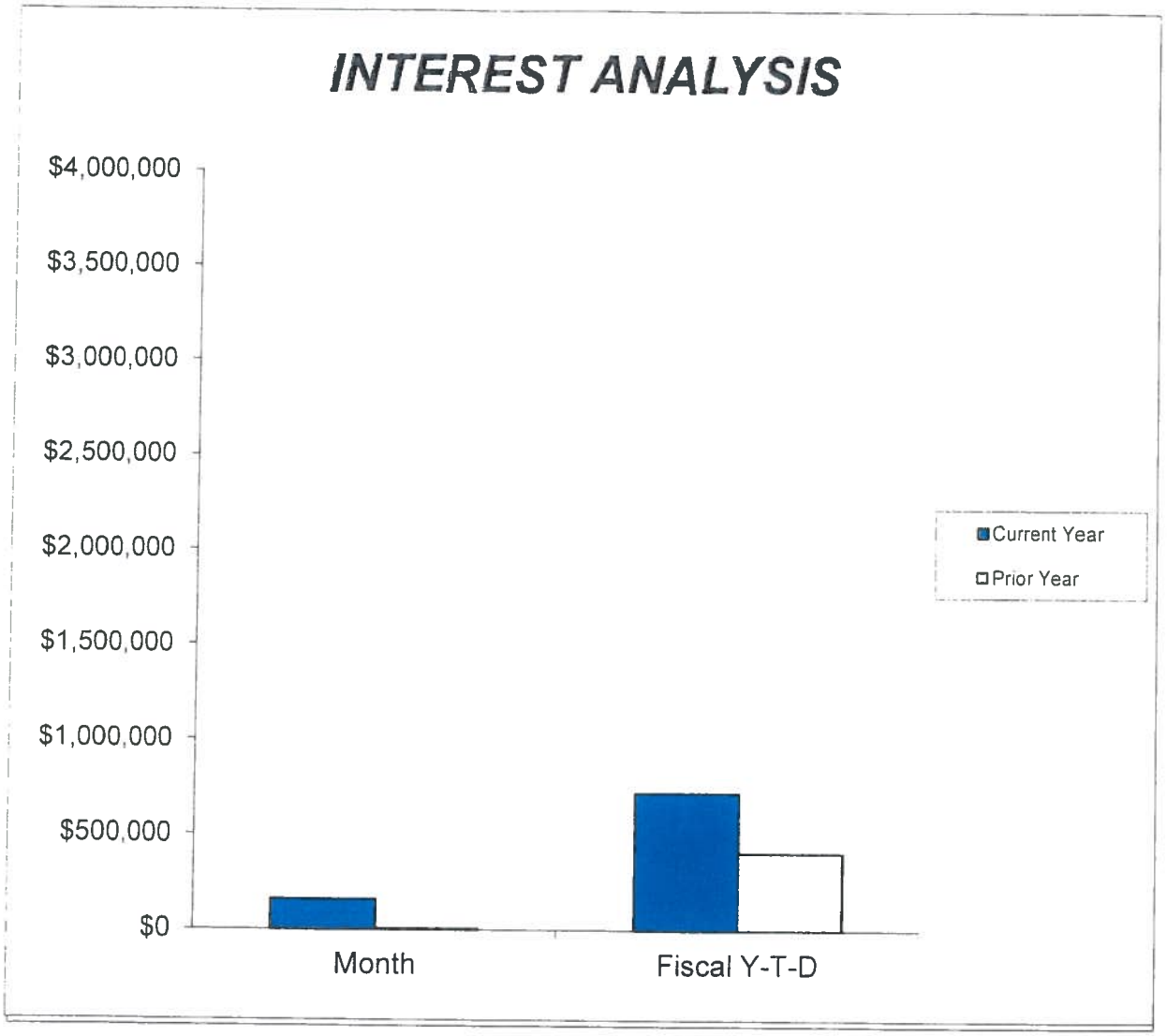
Repayments of the loan principal to the Authority from the Rent-A-Car Companies exceed the budget FYTD August due to timing of receipts. The principal portion of the payment will be deposited as reimbursement to the Authority's Facility Development Fund. The interest portion of the loan repayment is recorded as investment income.

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

A positive amount in this line indicates that cash has been received above the required payment obligations. 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



	August 2019	August 2018
Interest Receipts - - Month	$154,405	$4,184
Interest Receipts - - Fiscal Y-T-D	$720,671	$404,920
Month End Portfolio Balance	$229,198,591	$221,422,795
Yield to Maturity	1.79%	2.53%

November 4, 2019

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

Dear Commissioners:

The attached report, covering the month of July 2019, 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]

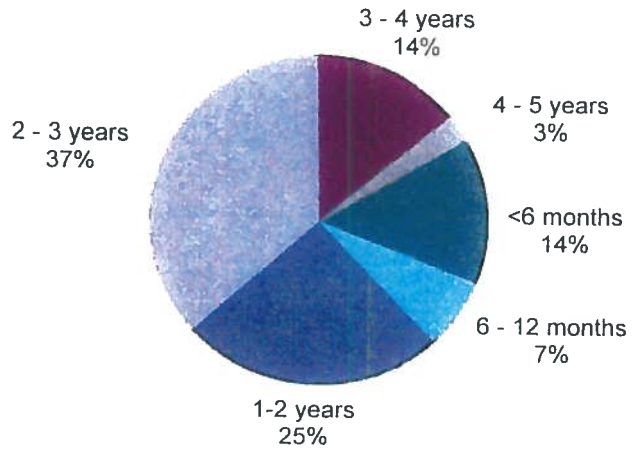
Paula Devine
Treasurer

Attachments

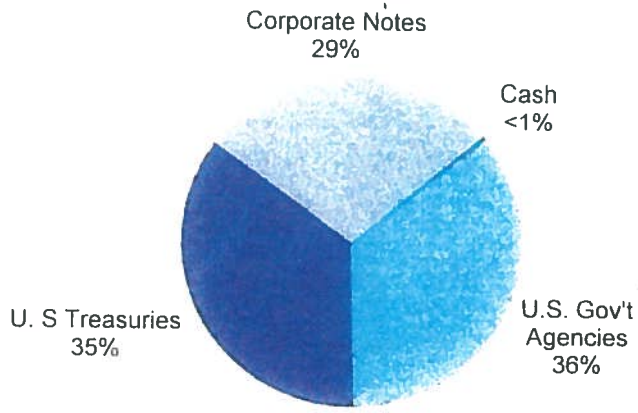
Operating Portfolio Investment Guidelines Conformance as of July 31, 2019

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	2.68 Years	70%	36%
Corporate Notes	5 Years	4.38 Years	30%	29%
LAIF	N/A	N/A	$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	<1%
U.S. Gov Securities (Treasuries)	5 Years	4.17 Years	No Limit	35%

Maturity Distribution



Sector Allocation



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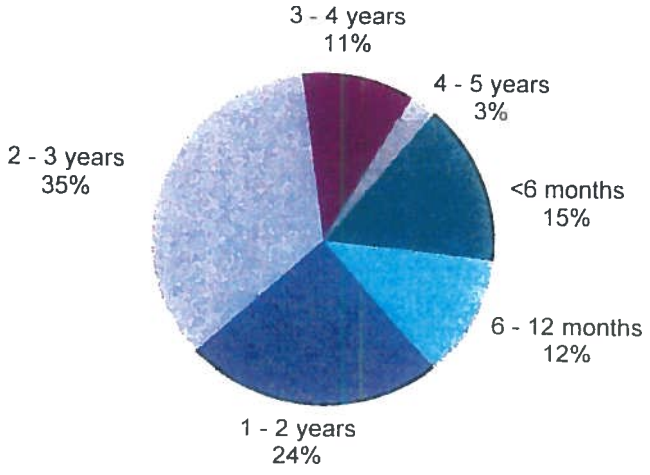
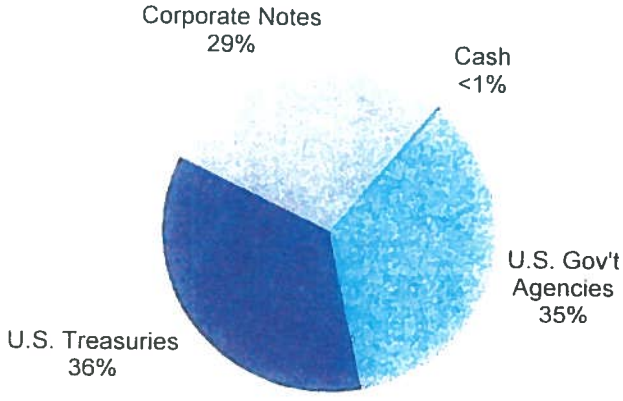
PFC Portfolio Investment Guidelines Conformance
as of July 31, 2019

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	2.68 Years	70%	35%
Corporate Notes	5 Years	4.38 Years	30%	29%
LAIF	N/A	N/A	$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	<1%
U.S. Gov Securities (Treasuries)	5 Years	4.17 Years	No Limit	36%

Maturity Distribution



Sector Allocation



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Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 07/31/19

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
07/31/19	Columbia Treasury Reserves	097101307	0.000	07/31/19	07/31/19	$ 550,578	$ 550,578	$ 550,578	$ -	0.00%	0	0.25%
07/03/18	QualComm Inc	747525AL7	3.194	05/20/20	08/20/19	500,000	502,525	500,901	(1,624)	2.65%	20	0.23%
03/22/18	FFCB	3133EHZK2	2.490	09/25/20	08/25/19	5,000,000	5,002,955	4,996,200	(6,755)	2.34%	25	2.25%
04/24/18	Wells Fargo & Company	949746RT0	3.955	03/04/21	09/04/19	1,000,000	1,026,435	1,015,898	(10,537)	2.65%	35	0.46%
03/17/15	FNMA Bench	3135G0ZG1	1.750	09/12/19	09/12/19	4,500,000	4,545,910	4,496,976	(48,934)	2.33%	43	2.03%
04/28/16	American Express Credit Corp	0258M0DY2	3.828	09/14/20	09/14/19	1,000,000	1,007,630	1,009,067	1,437	2.57%	45	0.45%
11/20/17	FHLB	3130A9EP2	1.000	09/26/19	09/26/19	3,000,000	2,956,556	2,994,306	37,750	2.24%	57	1.35%
04/24/18	US Bank NA	90331HNQ2	3.085	04/26/21	10/26/19	1,175,000	1,175,000	1,176,657	1,657	2.54%	87	0.53%
10/30/16	Honeywell International Inc	438516BJ4	1.400	10/30/19	10/30/19	765,000	761,970	763,272	1,302	2.34%	91	0.34%
04/01/16	Treasury Note	912828F62	1.500	10/31/19	10/31/19	4,175,000	4,236,706	4,168,150	(68,556)	2.10%	92	1.88%
11/07/16	Procter & Gamble Company	742718EG0	1.900	11/01/19	11/01/19	1,325,000	1,348,771	1,323,357	(25,414)	2.62%	93	0.60%
01/19/16	Treasury Note	912828G95	1.625	12/31/19	12/31/19	4,250,000	4,326,504	4,240,869	(85,635)	2.15%	153	1.91%
11/01/17	Treasury Note	912828UF5	1.125	12/31/19	12/31/19	4,000,000	3,946,797	3,983,281	36,484	2.15%	153	1.79%
05/26/15	Arizona Public Service Company	040555CR3	2.200	01/15/20	01/15/20	1,000,000	1,006,693	999,062	(7,631)	2.44%	168	0.45%
04/21/16	Pepsico Inc	713448BN7	4.500	01/15/20	01/15/20	1,300,000	1,445,831	1,312,849	(132,982)	2.35%	168	0.59%
04/28/17	FNMA	3135G0A78	1.625	01/21/20	01/21/20	4,725,000	4,743,801	4,714,208	(29,593)	2.11%	174	2.12%
07/16/18	Treasury Note	912828W63	1.625	03/15/20	03/15/20	3,000,000	2,953,594	2,990,508	36,914	2.16%	228	1.35%
07/25/18	FHLMC Reference Notes	3137EADR7	1.375	05/01/20	05/01/20	6,375,000	6,306,222	6,342,998	36,776	2.05%	275	2.86%
05/11/17	Intel Corp	458140AZ3	1.850	05/11/20	05/11/20	1,000,000	999,620	997,722	(1,898)	2.23%	285	0.45%
06/24/19	Prudential Financial Inc	74432QBM6	5.375	06/21/20	06/21/20	870,000	896,109	893,529	(2,580)	2.32%	326	0.40%
01/16/19	Commonwealth Edison Company	202795HV5	4.000	08/01/20	08/01/20	680,000	688,833	688,409	(424)	2.76%	367	0.31%
06/24/19	Manufacturers & Traders Trust Co	55279HAN0	2.050	08/17/20	08/17/20	1,000,000	998,870	997,302	(1,568)	2.31%	383	0.45%
05/04/17	State Street Corporation	857477AS2	2.550	08/18/20	08/18/20	1,200,000	1,223,507	1,203,166	(20,341)	2.30%	384	0.54%
06/13/18	FHLB	3130ACE26	1.375	09/28/20	09/28/20	3,250,000	3,160,134	3,227,193	67,059	1.99%	425	1.45%
04/21/16	Travelers Cos Inc	89417EAG4	3.900	11/01/20	11/01/20	900,000	984,933	917,317	(67,616)	2.20%	459	0.41%
02/21/17	Ace InA Holdings Inc	00440EAT4	2.300	11/03/20	11/03/20	1,000,000	1,000,960	1,000,096	(864)	2.26%	461	0.45%
04/02/18	Coca-Cola Company (The)	191216AR1	3.150	11/15/20	11/15/20	1,300,000	1,315,548	1,315,168	(380)	2.23%	473	0.59%
03/08/16	Public Service Company of Colorado	744448CD1	3.200	11/15/20	11/15/20	1,080,000	1,135,784	1,087,566	(48,218)	2.64%	473	0.49%
11/01/17	Treasury Note	912828PC8	2.625	11/15/20	11/15/20	8,000,000	8,211,250	8,062,500	(148,750)	2.00%	473	3.63%
06/25/18	Chevron Corp	166764AY6	2.419	11/17/20	11/17/20	1,050,000	1,039,037	1,054,348	15,311	2.11%	475	0.47%
01/12/18	FHLMC Reference Bond	3137EAEK1	1.875	11/17/20	11/17/20	4,000,000	3,968,800	3,992,716	23,916	2.02%	475	1.80%
03/06/18	Exxon Mobil Corp	30231GAV4	2.222	03/01/21	03/01/21	1,050,000	1,035,930	1,051,528	15,598	2.13%	579	0.47%
11/10/17	Praxair Inc	74005PAY0	4.050	03/15/21	03/15/21	404,000	429,143	415,420	(13,723)	2.26%	593	0.19%
01/25/18	Bank of New York Mellon Corp	06406FAA1	2.500	04/15/21	04/15/21	1,225,000	1,216,443	1,229,384	12,941	2.28%	624	0.55%
12/05/16	PNC Bank NA	6935REW4	2.150	04/29/21	04/29/21	1,200,000	1,185,804	1,195,913	10,109	2.35%	638	0.54%
06/13/18	FNMA	3135G0K69	1.250	05/06/21	05/06/21	3,000,000	2,883,300	2,961,612	78,312	1.99%	645	1.33%
12/21/18	General Dynamics Corporation	369550BE7	3.000	05/11/21	05/11/21	1,000,000	1,000,520	1,014,987	14,467	2.14%	650	0.46%
03/01/18	Fifth Third Bank	31677QBG3	2.250	06/14/21	06/14/21	1,000,000	977,850	997,501	19,651	2.39%	684	0.45%

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Statement of Investments
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Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
06/20/18	WalMart Inc	931142EJ8	3.125	06/23/21	06/23/21	1,300,000	1,299,935	1,326,173	26,238	2.04%	693	0.60%
05/31/18	Treasury Note	912828WR7	2.125	06/30/21	06/30/21	12,500,000	12,338,867	12,551,270	212,403	1.91%	700	5.65%
10/05/17	Florida Power Corporation	341099CP2	3.100	08/15/21	08/15/21	705,000	728,709	713,939	(14,770)	2.46%	746	0.32%
05/31/19	FNMA Benchmark Note	3135G0N82	1.250	08/17/21	08/17/21	300,000	295,398	295,909	511	1.93%	748	0.13%
08/07/18	3M Company	88579YAU5	1.625	09/19/21	09/19/21	1,000,000	960,330	987,953	27,623	2.21%	781	0.44%
08/31/18	Treasury Note	912828T34	1.125	09/30/21	09/30/21	2,300,000	2,200,367	2,263,344	62,977	1.88%	792	1.02%
12/23/16	Federal Home Loan Banks	3130AABG2	1.875	11/29/21	11/29/21	15,000,000	14,742,129	14,979,435	237,306	1.94%	852	6.75%
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	12/15/21	1,500,000	1,498,845	1,500,597	1,752	2.18%	868	0.68%
04/15/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	3,800,000	3,812,172	3,806,851	(5,321)	1.92%	889	1.71%
06/23/17	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	8,125,000	8,173,493	8,202,976	29,483	1.97%	897	3.69%
01/23/17	Comcast Corporation	20030NBV2	1.625	01/15/22	01/15/22	1,500,000	1,437,900	1,479,059	41,159	2.21%	899	0.67%
06/26/19	Target Corporation	87612EAZ9	2.900	01/15/22	01/15/22	1,000,000	1,022,040	1,019,362	(2,678)	2.09%	899	0.46%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	1,500,000	1,521,795	1,545,813	24,018	2.14%	915	0.70%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	2,450,000	2,386,645	2,428,180	41,535	1.86%	915	1.09%
08/06/18	PacifiCorp	695114CP1	2.950	02/01/22	02/01/22	1,000,000	991,823	1,014,758	22,935	2.34%	916	0.46%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	1,225,000	1,199,000	1,233,900	34,900	2.08%	927	0.56%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	1,200,000	1,207,588	1,211,645	4,057	2.15%	930	0.55%
05/15/18	Boeing Co	097023BT1	2.125	03/01/22	03/01/22	1,000,000	963,020	993,233	30,213	2.40%	944	0.45%
09/28/17	FHLB	313378CR0	2.250	03/11/22	03/11/22	4,000,000	4,059,140	4,033,832	(25,308)	1.92%	954	1.82%
04/09/19	Medtronic Inc	585055BR6	3.150	03/15/22	03/15/22	1,250,000	1,267,863	1,280,920	13,057	2.17%	958	0.58%
04/17/17	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	1,000,000	1,009,060	1,009,148	88	2.39%	975	0.45%
05/18/17	Federal National Mortgage Association	3135G0T45	1.875	04/05/22	04/05/22	8,300,000	8,166,654	8,296,049	129,395	1.89%	979	3.74%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	9,475,000	9,301,015	9,477,961	176,946	1.86%	1004	4.27%
05/06/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	1,250,000	1,241,250	1,255,846	14,596	2.13%	1015	0.57%
01/15/19	Oracle Corporation	68389XBB0	2.500	05/15/22	05/15/22	1,200,000	1,177,524	1,207,254	29,730	2.27%	1019	0.54%
10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	1,000,000	1,010,629	1,013,300	2,671	2.14%	1036	0.46%
09/25/17	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	1,250,000	1,243,941	1,253,745	9,804	2.29%	1041	0.56%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	1,200,000	1,210,416	1,229,012	18,596	2.13%	1050	0.55%
08/01/17	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	9,850,000	9,706,867	9,891,555	184,668	1.85%	1096	4.45%
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	09/01/22	1,000,000	1,005,490	1,020,504	15,014	2.36%	1128	0.46%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	1,250,000	1,200,988	1,245,376	44,388	2.27%	1135	0.56%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	1,500,000	1,448,385	1,511,895	63,510	2.14%	1142	0.68%
09/25/17	National Rural Utilities Coop	63743HEQ1	2.300	09/15/22	09/15/22	1,000,000	995,980	999,241	3,261	2.32%	1142	0.45%
10/03/17	Treasury Note	9128282W9	1.875	09/30/22	09/30/22	9,125,000	9,098,667	9,133,555	34,888	1.84%	1157	4.11%
07/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	1,625,000	1,603,685	1,368,888	65,203	2.48%	1260	0.75%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	1,825,000	1,843,111	1,871,684	28,573	2.43%	1274	0.84%
02/14/19	IBM Corp	44932HAH6	3.000	02/06/23	02/06/23	1,125,000	1,119,397	1,146,600	27,203	2.43%	1286	0.52%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	1,000,000	995,659	1,013,670	18,011	2.35%	1295	0.46%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 07/31/19

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	1,125,000	1,125,877	1,127,867	1,990	2.30%	1384	0.51%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	1,150,000	1,131,353	1,162,580	31,227	2.45%	1401	0.52%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	4,000,000	4,167,187	4,162,188	(4,999)	1.86%	1522	1.87%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	1,500,000	1,536,584	1,571,903	35,319	2.51%	1637	0.71%
		Subtotal				**$206,254,578**	**$205,643,651**	**$207,021,484**	**$ 1,377,833**	**2.07%**	**710**	**93.22%**
	Local Agency Investment Fund (LAIF)					15,024,462	15,024,462	15,050,181	25,719	2.38%	172	6.78%
		Subtotal				**$221,279,040**	**$220,668,113**	**$222,071,665**	**$ 1,403,552**	**2.09%**	**673**	**100.00%**
	Operating Bank Balance						7,532,639					
		TOTAL					$228,200,752					

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Purchases - Maturities - Sales
As of 07/31/19

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	4,000,000.00	104.17969	$ 4,167,187.50	$ (38,647.54)
TOTAL PURCHASES					$ 4,000,000.00		$ 4,167,187.50	$ (38,647.54)

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
11/01/16	Treasury Note	912828WW6	1.625	07/31/19	$ 4,000,000.00	100.86719	$ 4,034,687.50	$ (34,687.50)
TOTAL MATURITIES					$ 4,000,000.00		$ 4,034,687.50	$ (34,687.50)

SALES / REDEMPTIONS

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

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
07/01/19-07/31/19

Type of Investment		Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME										
Treasury Note	NOTE	1.625	07/31/19	27,113.26	32,500.00	-	-	5,386.74	-	5,386.74
FNMA Bench	NOTE	1.750	09/12/19	23,843.75	-	-	30,406.25	6,562.50	(913.80)	5,648.70
FHLB	NOTE	1.000	09/26/19	7,916.66	-	-	10,416.67	2,500.01	2,179.97	4,679.98
Honeywell International Inc	NOTE	1.400	10/30/19	1,814.74	-	-	2,707.25	892.51	499.52	1,392.03
Treasury Note	NOTE	1.500	10/31/19	10,550.95	-	-	15,826.43	5,275.48	(1,313.70)	3,961.78
Procter & Gamble Company	NOTE	1.900	11/01/19	4,195.83	-	-	6,293.75	2,097.92	(663.98)	1,433.94
Treasury Note	NOTE	1.625	12/31/19	187.68	-	-	6,005.44	5,817.76	(1,837.30)	3,980.46
Treasury Note	NOTE	1.125	12/31/19	122.28	-	-	3,913.04	3,790.76	2,550.69	6,341.45
Arizona Public Service Company	NOTE	2.200	01/15/20	10,144.45	11,000.00	-	977.78	1,833.33	(144.31)	1,689.02
Pepsico Inc	NOTE	4.500	01/15/20	26,975.00	29,250.00	-	2,600.00	4,875.00	(3,292.48)	1,582.52
FNMA	NOTE	1.625	01/21/20	34,125.00	38,390.63	-	2,132.81	6,398.44	(573.77)	5,824.67
Treasury Note	NOTE	1.625	03/15/20	14,307.07	-	-	18,413.72	4,106.65	2,370.01	6,476.66
FHLMC Reference Notes	NOTE	1.375	05/01/20	14,609.38	-	-	21,914.06	7,304.68	5,014.06	12,318.74
Intel Corp	NOTE	1.850	05/11/20	2,569.44	-	-	4,111.11	1,541.67	10.55	1,552.22
QualComm Inc	NOTE	3.194	05/20/20	1,790.62	-	-	3,112.26	1,321.64	(114.43)	1,207.21
Prudential Financial Inc	NOTE	5.375	06/21/20	1,298.96	-	-	5,195.83	3,896.87	(2,206.37)	1,690.50
Commonwealth Edison Company	NOTE	4.000	08/01/20	11,333.33	-	-	13,600.00	2,266.67	(572.35)	1,694.32
Manufacturers & Traders Trust Co	NOTE	2.050	08/17/20	7,630.56	-	-	9,338.89	1,708.33	88.98	1,797.31
State Street Corporation	NOTE	2.550	08/18/20	11,305.00	-	-	13,855.00	2,550.00	(583.09)	1,966.91
American Express Credit Corp	NOTE	3.828	09/14/20	1,642.33	-	-	4,637.17	2,994.84	(165.74)	2,829.10
FFCB	NOTE	2.490	09/25/20	2,003.65	10,018.25	-	2,203.06	10,217.66	(99.89)	10,117.77
FHLB	NOTE	1.375	09/28/20	11,544.27	-	-	15,268.23	3,723.96	3,304.07	7,028.03
Travelers Cos Inc	NOTE	3.900	11/01/20	5,850.00	-	-	8,775.00	2,925.00	(1,581.69)	1,343.31
Ace InA Holdings Inc	NOTE	2.300	11/03/20	3,705.56	-	-	5,622.22	1,916.66	(22.12)	1,894.54
Coca-Cola Company (The)	NOTE	3.150	11/15/20	5,232.50	-	-	8,645.00	3,412.50	(495.71)	2,916.79
Public Service Company of Colorado	NOTE	3.200	11/15/20	4,416.00	-	-	7,296.00	2,880.00	(1,126.97)	1,753.03
Treasury Note	NOTE	2.625	11/15/20	26,820.65	-	-	44,510.87	17,690.22	(5,899.77)	11,790.45
Chevron Corp	NOTE	2.419	11/17/20	3,104.38	-	-	5,221.01	2,116.63	405.08	2,521.71
FHLMC Reference Bond	NOTE	1.875	11/17/20	9,166.67	-	-	15,416.67	6,250.00	916.74	7,166.74
Exxon Mobil Corp	NOTE	2.222	03/01/21	7,777.00	-	-	9,721.25	1,944.25	448.47	2,392.72
Wells Fargo & Company	NOTE	3.955	03/04/21	2,881.88	-	-	6,190.69	3,308.81	(785.70)	2,523.11
Praxair Inc	NOTE	4.050	03/15/21	4,817.70	-	-	6,181.20	1,363.50	(625.73)	737.77
Bank of New York Mellon Corp	NOTE	2.500	04/15/21	6,465.28	-	-	9,017.36	2,552.08	269.73	2,821.81
US Bank NA	NOTE	3.085	04/26/21	6,260.83	8,632.35	-	506.55	2,878.07	-	2,878.07
PNC Bank NA	NOTE	2.150	04/29/21	4,443.33	-	-	6,593.33	2,150.00	273.87	2,423.87
FNMA	NOTE	1.250	05/06/21	5,729.17	-	-	8,854.17	3,125.00	3,359.89	6,484.89
General Dynamics Corporation	NOTE	3.000	05/11/21	4,166.67	-	-	6,666.67	2,500.00	(18.25)	2,481.75

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
07/01/19-07/31/19

Type of Investment		Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Fifth Third Bank	NOTE	2.250	06/14/21	1,062.50	-	-	2,937.50	1,875.00	578.33	2,453.33
WalMart Inc	NOTE	3.125	06/23/21	902.78	-	-	4,288.19	3,385.41	1.81	3,387.22
Treasury Note	NOTE	2.125	06/30/21	721.81	-	-	23,097.83	22,376.02	4,440.10	26,816.12
Florida Power Corporation	NOTE	3.100	08/15/21	8,256.34	-	-	10,077.58	1,821.24	(547.14)	1,274.10
FNMA Benchmark Note	NOTE	1.250	08/17/21	1,395.83	-	-	1,708.33	312.50	173.88	486.38
3M Company	NOTE	1.625	09/19/21	4,604.17	-	-	5,958.33	1,354.16	1,091.83	2,445.99
Treasury Note	NOTE	1.125	09/30/21	6,504.10	-	-	8,695.70	2,191.60	2,806.68	4,998.28
Federal Home Loan Banks	NOTE	1.875	11/29/21	25,000.01	-	-	48,437.51	23,437.50	5,398.50	28,836.00
Pfizer Inc	NOTE	2.200	12/15/21	1,466.67	-	-	4,216.67	2,750.00	19.67	2,769.67
FNMA Benchmark Note	NOTE	2.000	01/05/22	37,155.55	38,000.00	-	5,488.89	6,333.34	(415.71)	5,917.63
FHLMC	NOTE	2.375	01/13/22	90,037.62	96,484.38	-	9,963.06	16,359.82	(418.13)	15,941.69
Comcast Corporation	NOTE	1.625	01/15/22	11,239.58	12,187.50	-	1,083.33	2,031.25	1,057.32	3,088.57
Target Corporation	NOTE	2.900	01/15/22	13,372.22	14,500.00	-	1,288.89	2,416.67	(721.05)	1,695.62
Berkshire Hathaway Finance Corp	NOTE	3.400	01/31/22	21,391.67	25,500.00	-	141.67	4,250.00	(526.02)	3,723.98
Treasury Note	NOTE	1.500	01/31/22	15,329.42	18,375.00	-	99.86	3,145.44	1,216.68	4,362.12
PacifiCorp	NOTE	2.950	02/01/22	12,291.67	-	-	14,750.00	2,458.33	211.02	2,669.35
Microsoft Corporation	NOTE	2.375	02/12/22	11,233.41	-	-	13,657.90	2,424.49	689.34	3,113.83
Walt Disney Co	NOTE	2.550	02/15/22	11,560.00	-	-	14,110.00	2,550.00	(126.90)	2,423.10
Boeing Co	NOTE	2.125	03/01/22	7,083.33	-	-	8,854.17	1,770.84	831.63	2,602.47
FHLB	NOTE	2.250	03/11/22	27,500.00	-	-	35,000.00	7,500.00	(1,107.37)	6,392.63
Medtronic Inc	NOTE	3.150	03/15/22	11,593.75	-	-	14,875.00	3,281.25	(508.42)	2,772.83
BB&T Corp	NOTE	2.750	04/01/22	6,875.00	-	-	9,166.67	2,291.67	(154.08)	2,137.59
Federal National Mortgage Association	NOTE	1.875	04/05/22	37,177.08	-	-	50,145.83	12,968.75	3,245.57	16,214.32
Treasury Note	NOTE	1.875	04/30/22	29,931.22	-	-	44,896.83	14,965.61	4,595.06	19,560.67
Apple Inc	NOTE	2.300	05/11/22	3,993.06	-	-	6,388.89	2,395.83	249.29	2,645.12
Oracle Corporation	NOTE	2.500	05/15/22	3,833.33	-	-	6,333.33	2,500.00	592.52	3,092.52
Home Depot Inc	NOTE	2.625	06/01/22	2,187.51	-	-	4,375.00	2,187.49	(189.15)	1,998.34
Caterpillar Financial Services	NOTE	2.400	06/06/22	2,083.34	-	-	4,583.34	2,500.00	167.31	2,667.31
Cisco Systems Inc	NOTE	3.000	06/15/22	1,600.00	-	-	4,600.00	3,000.00	(261.49)	2,738.51
Treasury Note	NOTE	2.000	07/31/22	82,174.03	98,500.00	-	535.32	16,861.29	3,463.53	20,324.82
Burlington Northern Santa Fe LLC	NOTE	3.050	09/01/22	10,166.67	-	-	12,708.33	2,541.66	(139.46)	2,402.20
John Deere Capital Corp	NOTE	2.150	09/08/22	8,435.76	-	-	10,675.35	2,239.59	1,116.46	3,356.05
Merck & Co Inc	NOTE	2.400	09/15/22	10,600.00	-	-	13,600.00	3,000.00	1,127.79	4,127.79
National Rural Utilities Coop	NOTE	2.300	09/15/22	6,772.22	-	-	8,688.89	1,916.67	68.52	1,985.19
Treasury Note	NOTE	1.875	09/30/22	43,007.17	-	-	57,498.72	14,491.55	464.11	14,955.66
Bank of America Corp	NOTE	3.300	01/11/23	25,322.91	26,812.50	-	2,979.16	4,468.75	418.49	4,887.24
JP Morgan Chase & CO	NOTE	3.200	01/25/23	25,306.67	29,200.00	-	973.33	4,866.66	(393.59)	4,473.07
IBM Corp	NOTE	3.000	02/06/23	13,593.75	-	-	16,406.25	2,812.50	117.78	2,930.28

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
07/01/19-07/31/19

Type of Investment		Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Unitedhealth Group Inc	NOTE	2.750	02/15/23	10,388.89	-	-	12,680.56	2,291.67	99.01	2,390.68
Public Service Electric And Gas	NOTE	2.375	05/15/23	3,414.06	-	-	5,640.63	2,226.57	(19.87)	2,206.70
Simon Property Group LP	NOTE	2.750	06/01/23	2,635.42	-	-	5,270.83	2,635.41	384.82	3,020.23
Treasury Note	NOTE	2.875	09/30/23	-	-	38,647.54	38,647.54	-	-	-
Citibank NA	NOTE	3.650	01/23/24	24,029.17	27,375.00	-	1,216.67	4,562.50	(644.48)	3,918.02
	Subtotal			**$ 1,001,141.52**	**$ 516,725.61**	**$ 38,647.54**	**$ 888,888.62**	**$ 365,825.17**	**$ 27,108.67**	**$ 392,933.84**
CASH EQUIVALENTS										
Cash Interest (MISC)				-	2,329.05	-	-	2,329.05	-	2,329.05
	Subtotal			**$ -**	**$ 2,329.05**	**$ -**	**$ -**	**$ 2,329.05**	**$ -**	**$ 2,329.05**
LAIF										
Local Agency Investment Fund				95,398.00	95,398.00	-	30,260.96	30,260.96	-	30,260.96
	TOTAL			**$ 1,096,539.52**	**$ 614,452.66**	**$ 38,647.54**	**$ 919,149.58**	**$ 398,415.18**	**$ 27,108.67**	**$ 425,523.85**

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 07/31/19

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
07/31/19	Columbia Treasury Reserves	097101307	0.000	07/31/19	07/31/19	$ 107,672	$ 107,672	$ 107,672	$ -	0.00%	0	0.25%
07/03/18	Qualcomm Inc	747525AL7	3.195	05/20/20	08/20/19	90,000	90,455	90,162	(293)	2.65%	20	0.21%
03/22/18	FFCB	3133EHZK2	2.315	09/25/20	08/25/19	350,000	350,207	349,734	(473)	2.34%	25	0.81%
04/24/18	Wells Fargo & Company	949746RT0	4.076	03/04/21	09/04/19	225,000	230,948	228,577	(2,371)	2.65%	35	0.53%
01/28/15	FNMA Bench	3135G0ZG1	1.750	09/12/19	09/12/19	990,000	1,004,663	989,335	(15,328)	2.33%	43	2.28%
06/23/17	FHLB	3130A9EP2	1.000	09/26/19	09/26/19	1,000,000	990,820	998,102	7,282	2.24%	57	2.30%
10/30/16	Honeywell International Inc	438516BJ4	1.400	10/30/19	10/30/19	150,000	149,982	149,661	(221)	2.34%	91	0.34%
04/01/16	Treasury Note	912828F62	1.500	10/31/19	10/31/19	935,000	940,998	933,466	(7,532)	2.10%	92	2.15%
11/07/16	Procter & Gamble Company	742718EG0	1.900	11/01/19	11/01/19	175,000	178,140	174,783	(3,357)	2.62%	93	0.40%
01/11/16	Treasury Note	912828G95	1.625	12/31/19	12/31/19	960,000	975,537	957,938	(17,599)	2.15%	153	2.21%
09/26/16	Treasury Note	912828UF5	1.125	12/31/19	12/31/19	700,000	697,922	697,074	(848)	2.15%	153	1.61%
05/26/15	Arizona Public Service Company	040555CR3	2.200	01/15/20	01/15/20	185,000	184,919	184,826	(93)	2.44%	168	0.43%
12/14/15	Pepsico Inc	713448BN7	4.500	01/15/20	01/15/20	275,000	291,586	277,718	(13,868)	2.35%	168	0.64%
04/05/17	FNMA	3135G0A78	1.625	01/21/20	01/21/20	1,100,000	1,103,600	1,097,488	(6,112)	2.11%	174	2.53%
09/02/16	National Rural Utilities Coop	637432NC5	2.000	01/27/20	01/27/20	185,000	186,380	184,732	(1,648)	2.24%	180	0.43%
09/02/16	PNC Funding Corp	693476BJ1	5.125	02/08/20	02/08/20	215,000	233,876	217,898	(15,978)	2.57%	192	0.50%
05/18/17	FHLB	313378J77	1.875	03/13/20	03/13/20	1,650,000	1,651,489	1,647,339	(4,150)	2.14%	226	3.80%
05/30/17	Treasury Note	912828W63	1.625	03/15/20	03/15/20	550,000	552,156	548,260	(3,896)	2.16%	228	1.26%
10/25/16	FHLMC Reference Notes	3137EADR7	1.375	05/01/20	05/01/20	1,350,000	1,339,018	1,343,223	4,205	2.33%	275	3.09%
05/11/17	Intel Corp	458140AZ3	1.850	05/11/20	05/11/20	250,000	249,115	249,431	316	2.23%	285	0.57%
09/25/15	American Express Credit Corp	0258M0DT3	2.375	05/26/20	05/26/20	250,000	251,333	250,071	(1,262)	2.39%	300	0.58%
06/24/19	Prudential Financial Inc.	74432QMB6	5.375	06/21/20	06/21/20	175,000	180,252	179,733	(519)	2.32%	326	0.41%
01/16/19	Commonwealth Edison Company	202795HV5	4.000	08/01/20	08/01/20	235,000	238,217	237,906	(311)	2.76%	367	0.55%
10/02/17	Manufacturers & Traders Trust Co	55279HAN0	2.050	08/17/20	08/17/20	250,000	250,163	249,326	(837)	2.31%	383	0.57%
05/04/17	State Street Corporation	524144AS2	2.550	08/18/20	08/18/20	225,000	228,158	225,594	(2,564)	2.30%	384	0.52%
09/29/17	FHLB	3130ACE26	1.375	09/28/20	09/28/20	1,000,000	991,915	992,983	1,068	1.99%	425	2.29%
04/21/16	Travelers Cos Inc	89417EAG4	3.900	11/01/20	11/01/20	200,000	210,963	203,848	(7,115)	2.20%	459	0.47%
02/21/17	Ace InA Holdings Inc	00440EAT4	2.300	11/03/20	11/03/20	200,000	199,218	200,019	801	2.26%	461	0.46%
04/02/18	Coca-Cola (The)	191216AR1	3.150	11/15/20	11/15/20	200,000	202,392	202,334	(58)	2.23%	473	0.47%
03/08/16	Public Service Company of Colorado	744448CD1	3.200	11/15/20	11/15/20	215,000	221,382	216,506	(4,876)	2.64%	473	0.50%
10/27/17	Treasury Note	912828PC8	2.625	11/15/20	11/15/20	1,525,000	1,564,256	1,536,914	(27,342)	2.00%	473	3.54%
06/25/18	Chevron Corp	166764AE0	2.419	11/17/20	11/17/20	200,000	198,010	200,828	2,818	2.11%	475	0.46%
03/01/18	FHLMC Reference Bond	3137EAEK1	1.875	11/17/20	11/17/20	1,350,000	1,330,451	1,347,542	17,091	2.02%	475	3.10%
03/06/18	Exxon Mobil Corp	30231GAV4	2.222	03/01/21	03/01/21	200,000	197,105	200,291	3,186	2.13%	579	0.46%
11/10/17	Praxair	74005PAY0	4.050	03/15/21	03/15/21	131,000	136,341	134,703	(1,638)	2.26%	593	0.31%
01/25/18	Bank of New York Mellon Corp	06406FAA1	2.500	04/15/21	04/15/21	225,000	223,629	225,805	2,176	2.28%	624	0.52%
01/24/18	Treasury Note	912828Q78	1.375	04/30/21	04/30/21	1,200,000	1,163,739	1,188,469	24,680	1.93%	639	2.74%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 07/31/19

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
05/31/18	FNMA	3135G0K69	1.250	05/06/21	05/06/21	925,000	891,013	913,164	22,151	1.99%	645	2.10%
05/08/18	General Dynamics Corporation	369550BE7	3.000	05/11/21	05/11/21	300,000	300,494	304,496	4,002	2.14%	650	0.70%
06/20/18	WalMart Inc	931142EJ8	3.125	06/23/21	06/23/21	250,000	250,252	255,033	4,781	2.04%	693	0.59%
03/01/18	Fifth Third Bank	31677QBG3	2.250	06/14/21	06/14/21	200,000	195,570	199,500	3,930	2.39%	684	0.46%
12/23/16	Treasury Note	912828WR7	2.125	06/30/21	06/30/21	1,500,000	1,488,668	1,506,152	17,484	1.91%	700	3.47%
10/02/17	Florida Power Corporation	341099CP2	3.100	08/15/21	08/15/21	200,000	205,822	202,536	(3,286)	2.46%	746	0.47%
05/31/19	FNMA Benchmark Note	3135G0N82	1.250	08/17/21	08/17/21	130,000	128,006	128,227	221	1.93%	748	0.30%
08/07/18	3M Company	88579YAU5	1.625	09/19/21	09/19/21	275,000	266,930	271,687	4,757	2.21%	781	0.63%
07/05/18	Treasury Note	912828T34	1.125	09/30/21	09/30/21	1,590,000	1,517,091	1,564,659	47,568	1.88%	792	3.60%
12/23/16	Federal Home Loan Banks	3130AABG2	1.875	11/29/21	11/29/21	1,525,000	1,497,278	1,522,909	25,631	1.94%	852	3.51%
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	12/15/21	275,000	273,514	275,109	1,595	2.18%	868	0.63%
03/27/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	1,150,000	1,152,401	1,152,073	(328)	1.92%	889	2.65%
09/25/18	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	1,775,000	1,757,610	1,792,035	34,425	1.97%	897	4.13%
01/23/17	Comcast Corporation	20030NBV2	1.625	01/15/22	01/15/22	300,000	287,753	295,812	8,059	2.21%	899	0.68%
06/26/19	Target Corporation	87612EAZ9	2.900	01/15/22	01/15/22	225,000	229,959	229,356	(603)	2.09%	899	0.53%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	275,000	278,996	283,399	4,403	2.14%	915	0.65%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	1,450,000	1,400,944	1,437,086	36,142	1.86%	915	3.31%
08/06/18	PacifiCorp	695114CP1	2.950	02/01/22	02/01/22	250,000	249,340	253,690	4,350	2.34%	916	0.58%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	250,000	244,310	251,816	7,506	2.08%	927	0.58%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	250,000	250,047	252,426	2,379	2.15%	930	0.58%
05/15/18	Boeing Co	097023BT1	2.125	03/01/22	03/01/22	200,000	193,118	198,647	5,529	2.40%	944	0.46%
07/09/19	FHLB	313378CR0	2.250	03/11/22	03/11/22	400,000	403,329	403,383	54	1.92%	954	0.93%
04/16/19	Medtronic Inc	585055BR6	3.150	03/15/22	03/15/22	250,000	253,360	256,184	2,824	2.17%	958	0.59%
05/31/19	US Bancorp	91159HHC7	3.000	03/15/22	03/15/22	240,000	243,586	244,328	742	2.29%	958	0.56%
01/11/19	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	250,000	247,480	252,287	4,807	2.39%	975	0.58%
03/01/18	Federal National Mortgage Assoc	3135G0T45	1.875	04/05/22	04/05/22	700,000	681,363	699,667	18,304	1.89%	979	1.61%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	1,550,000	1,530,471	1,550,484	20,013	1.86%	1004	3.57%
05/31/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	250,000	250,128	251,169	1,041	2.13%	1015	0.58%
01/15/19	Oracle Corporation	68389XBB0	2.500	05/15/22	05/15/22	235,000	230,598	236,421	5,823	2.27%	1019	0.54%
10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	250,000	252,567	253,325	758	2.14%	1036	0.58%
11/08/18	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	250,000	241,618	250,749	9,131	2.29%	1041	0.58%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	265,000	267,700	271,407	3,707	2.13%	1050	0.63%
12/31/18	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	1,425,000	1,405,583	1,431,012	25,429	1.85%	1096	3.30%
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	09/01/22	225,000	226,643	229,613	2,970	2.36%	1128	0.53%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	250,000	240,446	249,075	8,629	2.27%	1135	0.57%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	250,000	241,397	251,983	10,586	2.14%	1142	0.58%
01/11/19	Treasury Note	9128282W9	1.875	09/30/22	09/30/22	1,225,000	1,201,812	1,226,148	24,336	1.84%	1157	2.82%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 07/31/19

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
04/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	325,000	321,435	333,778	12,343	2.48%	1260	0.77%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	360,000	363,571	369,209	5,638	2.43%	1274	0.85%
02/14/19	IBM Corp	44932HAH6	3.000	02/06/23	02/06/23	225,000	223,879	229,320	5,441	2.43%	1286	0.53%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	300,000	300,213	304,101	3,888	2.35%	1295	0.70%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	225,000	225,175	225,573	398	2.30%	1384	0.52%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	225,000	221,352	227,461	6,109	2.45%	1401	0.52%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	800,000	833,437	832,438	(999)	1.86%	1522	1.92%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	300,000	307,316	314,381	7,065	2.51%	1637	0.72%
		Subtotal				$ 43,293,672	$ 43,070,537	$ 43,403,599	$ 326,996	**2.03%**	**626.0905**	**97.36%**
	PFC Bank Balance						355,310					
		TOTAL					$ 43,425,847					

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Purchases - Maturities - Sales
As of 07/31/19

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
07/09/19	3M Company	88579YAU5	1.625	09/19/21	$ 100,000.00	98.87200	$ 98,872.00	$ (505.56)
07/09/19	American Express Credit Corp	0258M0DT3	2.375	05/26/20	50,000.00	100.07400	50,037.00	(148.44)
07/09/19	BB&T Corp	05531FAX1	2.750	04/01/22	50,000.00	100.94000	50,470.00	(381.94)
07/09/19	Commonwealth Edison Company	202795HV5	4.000	08/01/20	100,000.00	101.46300	101,463.00	(1,777.78)
07/09/19	FHLB	313378CR0	2.250	03/11/22	150,000.00	100.79400	151,191.00	(1,115.63)
07/09/19	Florida Power Corporation	341099CP2	3.100	08/15/21	50,000.00	101.44100	50,720.50	(628.61)
07/09/19	General Dynamics Corporation	369550BE7	3.000	05/11/21	100,000.00	101.36100	101,361.00	(500.00)
07/09/19	Intel Corp	458140AZ3	1.850	05/11/20	50,000.00	99.65000	49,825.00	(154.17)
07/09/19	Pepsico Inc	713448BN7	4.500	01/15/20	50,000.00	101.12900	50,564.50	(1,100.00)
07/09/19	Treasury Note	9128282W9	1.875	09/30/22	175,000.00	100.08594	175,150.39	(905.48)
07/09/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	100,000.00	101.08700	101,087.00	(1,115.28)
07/18/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	400,000.00	100.48960	401,958.40	(311.11)
07/18/19	Treasury Note	912828X47	1.875	04/30/22	400,000.00	100.31641	401,265.63	(1,630.43)
07/25/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	25,000.00	102.18300	25,545.75	(313.47)
07/25/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	25,000.00	102.46800	25,617.00	(91.67)
07/25/19	FHLB	313378CR0	2.250	03/11/22	250,000.00	100.85500	252,137.50	(2,109.38)
07/25/19	Home Depot Inc	437076BG6	2.625	06/01/22	50,000.00	101.47600	50,738.00	(211.46)
07/25/19	PacifiCorp	695114CP1	2.950	02/01/22	50,000.00	101.69900	50,849.50	(729.31)
07/25/19	Treasury Note	912828XQ8	2.000	07/31/22	250,000.00	100.49609	251,240.23	(2,430.94)
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	800,000.00	104.17969	833,437.50	(7,729.51)
TOTAL PURCHASES					**$ 3,225,000.00**		**$ 3,273,530.90**	**$ (23,890.17)**

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
07/29/16	Treasury Note	912828WW6	1.625	07/31/19	$ 800,000.00	102.21289	$ 817,703.13	$ (17,703.13)
TOTAL MATURITIES					**$ 800,000.00**		**$ 817,703.13**	**$ (17,703.13)**

SALES / REDEMPTIONS / DELIVERS

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

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
07/01/19-07/31/19

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. Earnec
FIXED INCOME										
Treasury Note	NOTE	1.625	07/31/19	5,422.66	6,500.00	-	-	1,077.34	-	1,077.34
FNMA Bench	NOTE	1.750	09/12/19	5,245.62	-	-	6,689.38	1,443.76	(319.56)	1,124.20
FHLB	NOTE	1.000	09/26/19	2,638.89	-	-	3,472.22	833.33	338.75	1,172.08
Honeywell International Inc	NOTE	1.400	10/30/19	355.84	-	-	530.83	174.99	3.29	178.28
Treasury Note	NOTE	1.500	10/31/19	2,362.91	-	-	3,544.36	1,181.45	39.11	1,220.56
Procter & Gamble Company	NOTE	1.900	11/01/19	554.17	-	-	831.25	277.08	(87.69)	189.39
Treasury Note	NOTE	1.625	12/31/19	42.39	-	-	1,356.53	1,314.14	(370.90)	943.24
Treasury Note	NOTE	1.125	12/31/19	21.40	-	-	684.79	663.39	76.31	739.70
Arizona Public Service Company	NOTE	2.200	01/15/20	1,876.72	2,035.00	-	180.88	339.16	23.07	362.23
Pepsico Inc	NOTE	4.500	01/15/20	4,668.75	6,187.50	1,100.00	550.00	968.75	(471.21)	497.54
FNMA	NOTE	1.625	01/21/20	7,944.44	8,937.50	-	496.53	1,489.59	(110.85)	1,378.74
National Rural Utilities Coop	NOTE	2.000	01/27/20	1,582.77	1,850.00	-	41.12	308.35	(16.60)	291.75
PNC Funding Corp	NOTE	5.125	02/08/20	4,376.89	-	-	5,295.12	918.23	(526.40)	391.83
FHLB	NOTE	1.875	03/13/20	9,281.26	-	-	11,859.37	2,578.11	98.83	2,676.94
Treasury Note	NOTE	1.625	03/15/20	2,622.97	-	-	3,375.85	752.88	(65.10)	687.78
FHLMC Reference Notes	NOTE	1.375	05/01/20	3,093.75	-	-	4,640.63	1,546.88	296.54	1,843.42
Intel Corp	NOTE	1.850	05/11/20	513.89	-	154.17	1,027.79	359.73	52.85	412.58
Qualcomm Inc	NOTE	3.195	05/20/20	322.31	-	-	560.21	237.90	(20.60)	217.30
American Express Credit Corp	NOTE	2.375	05/26/20	461.81	-	148.44	1,072.04	461.79	(13.95)	447.84
Prudential Financial Inc.	NOTE	5.375	06/21/20	261.28	-	-	1,045.14	783.86	(443.81)	340.05
Commonwealth Edison Company	NOTE	4.000	08/01/20	2,250.00	-	1,777.78	4,700.00	672.22	(214.52)	457.70
Manufacturers & Traders Trust Co	NOTE	2.050	08/17/20	1,907.64	-	-	2,334.72	427.08	(4.85)	422.23
State Street Corporation	NOTE	2.550	08/18/20	2,119.69	-	-	2,597.81	478.12	(67.51)	410.61
FFCB	NOTE	2.315	09/25/20	140.28	701.28	-	154.21	715.23	(6.99)	708.24
FHLB	NOTE	1.375	09/28/20	3,552.08	-	-	4,697.92	1,145.84	224.79	1,370.63
Travelers Cos Inc	NOTE	3.900	11/01/20	1,300.00	-	-	1,950.00	650.00	(246.60)	403.40
Ace InA Holdings Inc	NOTE	2.300	11/03/20	741.17	-	-	1,124.44	383.33	34.97	418.30
Coca-Cola (The)	NOTE	3.150	11/15/20	805.00	-	-	1,330.00	525.00	(76.26)	448.74
Public Service Company of Colorado	NOTE	3.200	11/15/20	879.10	-	-	1,452.44	573.34	(142.06)	431.28
Treasury Note	NOTE	2.625	11/15/20	5,112.69	-	-	8,484.89	3,372.20	1,094.45)	2,277.75
Chevron Corp	NOTE	2.419	11/17/20	591.30	-	-	994.48	403.18	71.60	474.78
FHLMC Reference Bond	NOTE	1.875	11/17/20	3,093.75	-	-	5,203.13	2,109.38	601.52	2,710.90
Exxon Mobil Corp	NOTE	2.222	03/01/21	1,481.33	-	-	1,851.67	370.34	90.99	461.33
Wells Fargo & Company	NOTE	4.076	03/04/21	648.42	-	-	1,392.91	744.49	(176.78)	567.71
Praxair	NOTE	4.050	03/15/21	1,562.18	-	-	2,004.30	442.12	(145.63)	296.49
Bank of New York Mellon Corp	NOTE	2.500	04/15/21	1,187.50	-	-	1,656.25	468.75	41.18	509.93

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
07/01/19-07/31/19

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	1.375	04/30/21	2,779.90	-	-	4,169.84	1,389.94	1,003.46	2,393.40
FNMA	NOTE	1.250	05/06/21	1,766.49	-	-	2,730.03	963.54	978.45	1,941.99
General Dynamics Corporation	NOTE	3.000	05/11/21	833.33	-	500.00	2,000.00	666.67	(17.35)	649.32
Fifth Third Bank	NOTE	2.250	06/14/21	212.50	-	-	587.50	375.00	115.67	490.67
WalMart Inc	NOTE	3.125	06/23/21	173.61	-	-	824.66	651.05	(8.84)	642.21
Treasury Note	NOTE	2.125	06/30/21	86.62	-	-	2,771.74	2,685.12	325.74	3,010.86
Treasury Note	NOTE	2.125	06/30/21	604.86	-	-	740.28	135.42	75.35	210.77
Florida Power Corporation	NOTE	3.100	08/15/21	1,756.67	-	628.61	2,858.89	473.61	(139.15)	334.46
3M Company	NOTE	1.625	09/19/21	805.73	-	505.56	1,638.54	327.25	220.83	548.08
Treasury Note	NOTE	1.125	09/30/21	4,496.31	-	-	6,011.38	1,515.07	1,995.85	3,510.92
Federal Home Loan Banks	NOTE	1.875	11/29/21	2,541.66	-	-	4,924.47	2,382.81	591.21	2,974.02
Pfizer Inc	NOTE	2.200	12/15/21	268.89	-	-	773.06	504.17	37.93	542.10
FNMA Benchmark Note	NOTE	2.000	01/05/22	7,333.33	7,500.00	311.11	1,661.12	1,516.68	(45.99)	1,470.69
FHLMC	NOTE	2.375	01/13/22	19,680.68	21,078.13	-	2,176.55	3,574.00	461.18	4,035.18
Comcast Corporation	NOTE	1.625	01/15/22	2,247.91	2,437.50	-	216.66	406.25	240.71	646.96
Target Corporation	NOTE	2.900	01/15/22	3,008.75	3,262.50	-	290.00	543.75	(162.24)	381.51
Berkshire Hathaway Finance Corp	NOTE	3.400	01/31/22	3,921.81	4,675.00	-	25.97	779.16	(96.44)	682.72
Treasury Note	NOTE	1.500	01/31/22	9,072.51	10,875.00	-	59.11	1,861.60	1,069.78	2,931.38
PacifiCorp	NOTE	2.950	02/01/22	2,458.33	-	729.31	3,687.50	499.86	37.21	537.07
Microsoft Corporation	NOTE	2.375	02/12/22	2,292.53	-	-	2,787.33	494.80	150.44	645.24
Walt Disney Co	NOTE	2.550	02/15/22	2,408.34	-	-	2,939.59	531.25	5.65	536.90
Boeing Co	NOTE	2.125	03/01/22	1,416.67	-	-	1,770.84	354.17	158.89	513.06
FHLB	NOTE	2.250	03/11/22	-	-	3,225.01	3,500.00	274.99	(37.34)	237.65
Medtronic Inc	NOTE	3.150	03/15/22	2,318.75	-	-	2,975.00	656.25	(96.27)	559.98
US Bancorp	NOTE	3.000	03/15/22	2,120.00	-	-	2,720.00	600.00	(110.78)	489.22
BB&T Corp	NOTE	2.750	04/01/22	1,375.00	-	381.94	2,291.66	534.72	69.77	604.49
Federal National Mortgage Assoc	NOTE	1.875	04/05/22	3,135.41	-	-	4,229.16	1,093.75	406.64	1,500.39
Treasury Note	NOTE	1.875	04/30/22	3,632.81	-	1,630.43	7,344.60	2,081.36	529.97	2,611.33
Apple Inc	NOTE	2.300	05/11/22	798.61	-	-	1,277.78	479.17	(3.73)	475.44
Oracle Corporation	NOTE	2.500	05/15/22	750.69	-	-	1,240.28	489.59	116.03	605.62
Home Depot Inc	NOTE	2.625	06/01/22	437.51	-	211.46	1,093.75	444.78	(29.68)	415.10
Caterpillar Financial Services	NOTE	2.400	06/06/22	416.66	-	-	916.66	500.00	198.31	698.31
Cisco Systems Inc	NOTE	3.000	06/15/22	320.00	-	91.67	1,015.83	604.16	(53.49)	550.67
Treasury Note	NOTE	2.000	07/31/22	9,802.49	14,250.00	2,430.94	77.45	2,094.02	490.12	2,584.14
Burlington Northern Santa Fe LLC	NOTE	3.050	09/01/22	2,033.33	-	313.47	2,859.38	512.58	(28.97)	483.61
John Deere Capital Corp	NOTE	2.150	09/08/22	1,687.16	-	-	2,135.07	447.91	217.81	665.72
Merck & Co Inc	NOTE	2.400	09/15/22	1,766.67	-	-	2,266.67	500.00	187.96	687.96

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
07/01/19-07/31/19

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	1.875	09/30/22	4,948.77	-	905.48	7,719.01	1,664.76	531.12	2,395.88
Bank of America Corp	NOTE	3.300	01/11/23	5,054.58	5,362.50	-	595.83	893.75	64.10	957.85
JP Morgan Chase & CO	NOTE	3.200	01/25/23	4,992.00	5,760.00	-	192.00	960.00	(77.62)	882.38
IBM Corp	NOTE	3.000	02/06/23	2,718.75	-	-	3,281.25	562.50	23.55	586.05
Unitedhealth Group Inc	NOTE	2.750	02/15/23	2,077.78	-	1,115.28	3,804.17	611.11	1.74	612.85
Public Service Electric And Gas	NOTE	2.375	05/15/23	682.81	-	-	1,128.13	445.32	(3.98)	441.34
Simon Property Group LP	NOTE	2.750	06/01/23	515.62	-	-	1,031.24	515.62	75.26	590.88
Treasury Note	NOTE	2.875	09/30/23	-	-	7,729.51	7,729.51	-	-	-
Citibank NA	NOTE	3.650	01/23/24	4,805.83	5,475.00	-	248.33	912.50	(128.89)	783.61
	Subtotal			**$ 207,591.43**	**$ 106,886.91**	**$ 23,890.17**	**$ 196,496.03**	**$ 71,901.34**	**$ 6,711.45**	**$ 78,612.79**
CASH EQUIVALENTS										
Cash Interest				-	790.96	-	-	790.96	-	790.96
	Subtotal			**$ -**	**$ 790.96**	**$ -**	**$ -**	**$ 790.96**	**$ -**	**$ 790.96**
	TOTAL			**$ 207,591.43**	**$ 107,677.87**	**$ 23,890.17**	**$ 196,496.03**	**$ 72,692.30**	**$ 6,711.45**	**$ 79,403.75**

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND ONE MONTH ENDED JULY 31, 2019 & 2018

	Monthly Performance					July 2019	Fiscal YTD Performance (July 2019)				
	A	B	C	D	E		F	G	H	I	J
	Actual $ Jul 2019	Budget Jul 2019	Actual $ Prior Year Jul 2018	Note	Variance Actual Vs. Budget		Fiscal YTD	Fiscal YTD Budget	Actual $ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
						OPERATING ACTIVITY					
						CASH RECEIPTS FROM OPERATIONS					
1	$423,881	$406,250	$301,518	(2)	$17,631	Landing/Fuel Fees	$423,881	$406,250	$301,518	(2)	$17,631
2	2,063,715	1,897,784	1,855,948	(3)	165,931	Parking Fees	2,063,715	1,897,784	1,855,948	(3)	165,931
3	1,221,648	1,075,108	1,285,573	(4)	146,540	Rental Receipts - Terminal Building	1,221,648	1,075,108	1,285,573	(4)	146,540
4	1,125,266	1,099,059	1,182,054	(5)	26,207	Rental Receipts - Other Buildings	1,125,266	1,099,059	1,182,054	(5)	26,207
5	427,113	341,667	289,191	(6)	85,446	Ground Transportation	427,113	341,667	289,191	(6)	85,446
6	(29,434)	20,417	(32,692)	(7)	(49,851)	Other Receipts	(29,434)	20,417	(32,692)	(7)	(49,851)
7	566,266	354,167	400,736	(8)	212,099	Investment Receipts - Treasurer/Other Interest Earned	566,266	354,167	400,736	(8)	212,099
8	$5,798,455	$5,194,452	$5,282,328	(1)	$604,003		$5,798,455	$5,194,452	$5,282,328	(1)	$604,003
						CASH DISBURSEMENTS FROM OPERATIONS					
9	($63,969)	($97,310)	($59,069)	(10)	$33,341	Administrative Supplies & Costs	($63,969)	($97,310)	($59,069)	(10)	$33,341
10	(404,915)	(409,653)	(273,857)	(11)	4,738	Operating Supplies & Maintenance	(404,915)	(409,653)	(273,857)	(11)	4,738
11	(2,476,905)	(2,492,722)	(2,279,843)	(12)	15,817	Contractual Operating Costs	(2,476,905)	(2,492,722)	(2,279,843)	(12)	15,817
12	(1,646,213)	(1,647,067)	(1,418,892)	(13)	854	Contractual Professional Services	(1,646,213)	(1,647,067)	(1,418,892)	(13)	854
13	(686,133)	(695,000)	(552,912)	(14)	8,867	Wages & Benefits	(686,133)	(695,000)	(552,912)	(14)	8,867
14	(99,480)	(111,250)	(22,588)	(15)	11,770	Other Operating Costs	(99,480)	(111,250)	(22,588)	(15)	11,770
15	(380,688)	(380,688)	(380,292)		0	Bond Debt Service – 2015 Bonds	(380,688)	(380,688)	(380,292)		0
16	(609,910)	(595,000)	(592,743)	(16)	(14,910)	Parking Tax	(609,910)	(595,000)	(592,743)	(16)	(14,910)
17	($6,368,213)	($6,428,690)	($5,580,196)	(9)	$60,477		($6,368,213)	($6,428,690)	($5,580,196)	(9)	$60,477
						INCREASE (DECREASE) IN CASH FROM OPERATIONS					
18	($569,758)	($1,234,238)	($297,868)		$664,480		($569,758)	($1,234,238)	($297,868)		$664,480
						FACILITY IMPROVEMENT / NOISE MITIGATION TRANSACTIONS					
						CASH DISBURSEMENTS					
19	($158)	($40,000)	($151)	(17)	$39,842	Sound Insulation Program Costs	($158)	($40,000)	($151)	(17)	$39,842
20	(464,129)	(628,750)	(957,900)	(18)	164,621	Other Facility Improvement Program Project Costs	(464,129)	(628,750)	(957,900)	(18)	164,621
	($464,287)	($668,750)	($958,051)		$204,463		($464,287)	($668,750)	($958,051)		$204,463
						CASH RECEIPTS FROM FUNDING SOURCES					
21	$0	$32,236	$0	(17)	($32,236)	FAA Grants - Sound Insulation Program	$0	$32,236	$0	(17)	($32,236)
22	0	184,265	0	(19)	(184,265)	FAA Grants - Facility Improvement Program	0	184,265	0	(19)	(184,265)
23	0	0	8,490	(20)	0	Other Grants	0	0	8,490	(20)	0
24	0	132,104	0	(21)	(132,104)	Passenger Facility Charge Receipts/Reserves	0	132,104	0	(21)	(132,104)
25	0	0	114,033		0	Facility Development Fund (Authority Reserves)	0	0	114,033		0
26	$0	$348,605	$122,523		($348,605)		$0	$348,605	$122,523		($348,605)
27	($464,287)	($320,145)	($835,528)		($144,142)	**INCREASE (DECREASE) – FACILITY / NOISE MITIGATION TRANSACTIONS**	($464,287)	($320,145)	($835,528)		($144,142)
28	($1,034,045)	($1,554,383)	($1,133,396)		$520,338	**NET ACTIVITY VS. BUDGET**	($1,034,045)	($1,554,383)	($1,133,396)		$520,338
29	$0	$0	($114,033)		$0	**LESS USE OF AUTHORITY RESERVES**	$0	$0	($114,033)		$0
30	**($1,034,045)**	**($1,554,383)**	**($1,247,429)**		**$520,338**	**NET INCREASE (DECREASE) IN CASH – TOTAL (see note below)**	**($1,034,045)**	**($1,554,383)**	**($1,247,429)**		**$520,338**

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND ONE MONTH ENDED JULY 31, 2019 & 2018

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

The FY 2020 Capital Program expenditures are primarily funded by the following sources:
- FAA-approved Passenger Facility Charge ("PFC") program receipts/reserves;
- Grants;
- 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 Series 2012 Bond debt service and repayment to the Authority of the loans provided to the Rent-A-Car Companies ("RACs") for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

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

Cash receipts from operations are ahead of budget in July. On an accrual basis, operating revenues are favorably ahead of budget in July by $546,016 . 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 Fee exceed the budget by $48,117 in July.

NOTE (3) – ***Parking Fees***

Parking fee revenues performed essentially on track to the budget forecast. Accrual basis Parking Fees are $4,457 ahead of budget in July.

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

Terminal Building rental receipts exceed the budget in July due to additional concession revenues received above the minimum annual guarantee. Accrual basis Terminal Building rents are $200,318 ahead of budget in July. The positive July passenger growth of 18.96% has contributed to achieving the favorable performance results.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND ONE MONTH ENDED JULY 31, 2019 & 2018

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 receipts are $11,754 ahead of budget in July.

NOTE (6) – ***Ground Transportation***

This category consists of off-airport access fees and TNC activity. Ground Transportation receipts exceed the budget in July. Accrual basis Ground Transportation receipts are $91,293 ahead of budget in July primarily due to TNC activity.

NOTE (7) – ***Other Receipts***

This category consists primarily of film location revenues. Accrual basis Other Receipts are $86,171 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 $103,906 in July.

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

Overall operating disbursements are favorably under budget in July. On an accrual basis operating disbursements are favorably within budget parameters. See additional information on operating disbursements 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.

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.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND ONE MONTH ENDED JULY 31, 2019 & 2018

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 2017. 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 includes public relations/advertising, air service retention, license and permits and bad debt expense.

NOTE (16) – ***Parking Tax***

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. The July 2019 remittance, in the amount of $609,910, covers parking activity for the months of April, May and June 2019.

NOTE (17) – ***Sound Insulation Program***

The Sound Insulation program is funded primarily through FAA Airport Improvement Program ("AIP") grants and and Passenger Facility Charge ("PFC") revenues. Staff is awaiting FAA's decision to award a noise discretionary grant, the receipt of which will facilitate the restart of the program.

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

Other Facility Improvement Program Projects costs are under budget in July by $164,621 due to the timing of expenditures of certain projects.

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

FAA Grants are budgeted to partially fund the Taxiway A Rehabilitation Project and Land Acquisition Hollyona Property.

NOTE (20) – ***Other Grants***

Other grants represent federal grants, other than FAA AIP grants, and local grants that fund or partially fund the Ground Access Study.

NOTE (21) – ***Passenger Facility Charge Receipts/Reserves***

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the Taxiway A Rehabilitation Project and Airfield Lighting System Rehabilitation Project.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

SUPPLEMENT SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
REGIONAL INTERMODAL TRANSPORTATION CENTER / CONSOLIDATED RENTAL CAR FACILITY PAYMENTS AND COLLECTIONS
MONTH AND ONE MONTH ENDED JULY 31, 2019 & 2018

	Monthly Performance					July 2019	Fiscal YTD Performance (July 2019)				
	A	B	C	D	E		F	G	H	I	J
	Actual $ Jul 2019	Budget Jul 2019	Actual $ Prior Year Jul 2018	Note	Variance Actual Vs. Budget		Actual $ Fiscal YTD	Fiscal YTD Budget	Actual $ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
31	$523,375	$477,083	$506,459	(1)	$46,292	Customer Facility Charge Receipts	$523,375	$477,083	$506,459	(1)	$46,292
32	106,652	32,251	107,474	(2)	74,401	Facility Rent	106,652	32,251	107,474	(2)	74,401
33	(486,417)	(486,417)	(486,409)		0	Payments to Bond Trustee for 2012 Bond Debt Service	(486,417)	(486,417)	(486,409)		0
34	(35,454)	(22,917)	(26,173)	(3)	(12,537)	Loan Principal Repayments to the Authority	(35,454)	(22,917)	(26,173)	(3)	(12,537)
35	**$108,156**	**$0**	**$101,351**	(4)	**$108,156**		**$108,156**	**$0**	**$101,351**	(4)	**$108,156**

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. CFCs received in July exceeded the budget due to better than expected car rental activity.

Note (2) – ***Facility Rent***

Facility Rent exceeds the budget in July due to the timing of receipts.

Note (3) – ***Loan Principal Repayments to the Authority***

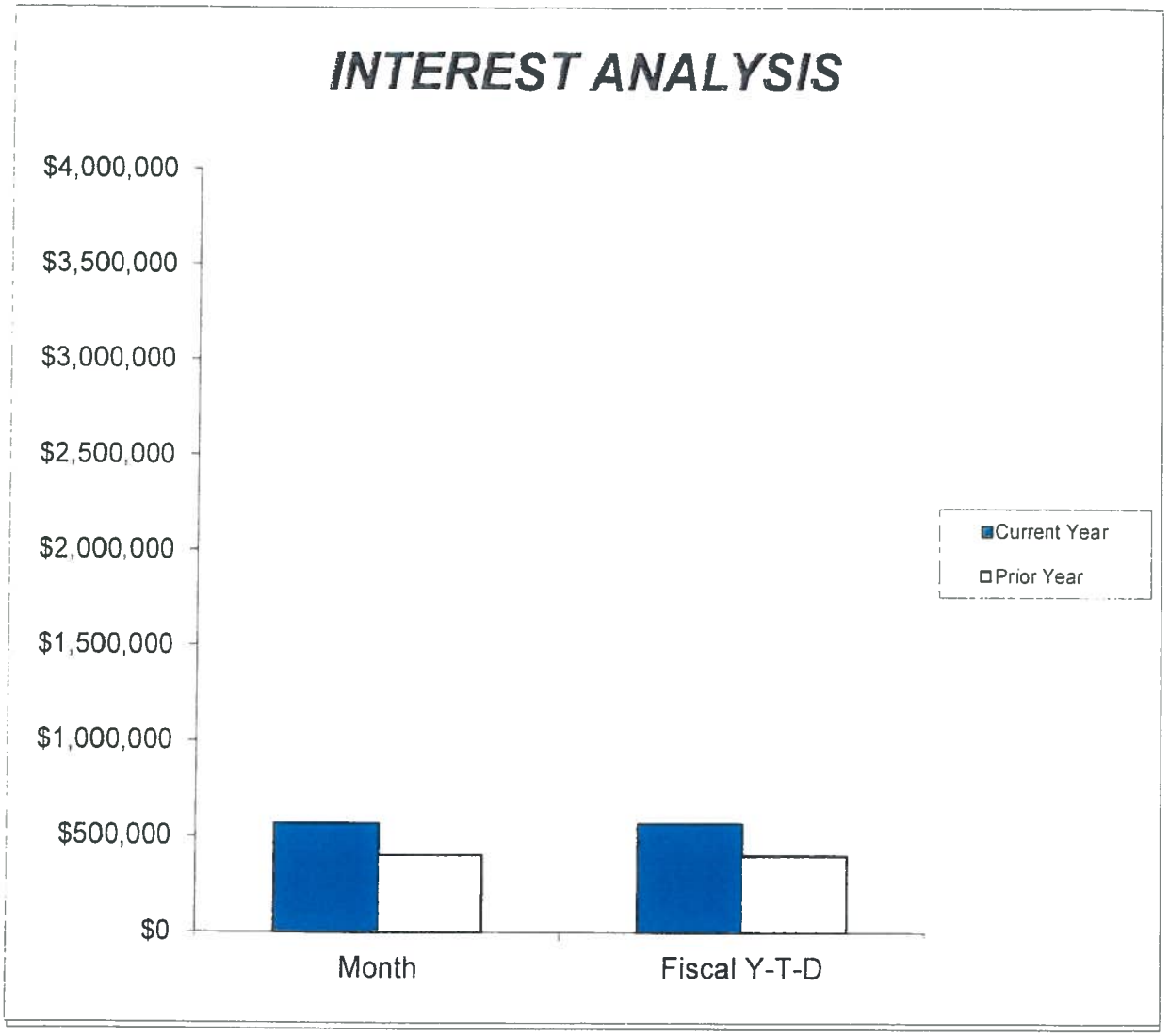
Repayments of the loan principal to the Authority from the Rent-A-Car Companies exceed the budget in July due to timing of receipts. The principal portion of the payment will be deposited as reimbursement to the Authority's Facility Development Fund. The interest portion of the loan repayment is recorded as investment income.

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

A positive amount in this line indicates that cash has been received above the required payment obligations. 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



	Jul 2019	Jul 2018
Interest Receipts - - Month	$566,266	$400,736
Interest Receipts - - Fiscal Y-T-D	$566,266	$400,736
Month End Portfolio Balance	$228,200,752	$218,892,613
Yield to Maturity	2.09%	2.55%

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 4, 2019

DEPARTMENT OF HOMELAND SECURITY TRANSPORTATION SECURITY ADMINISTRATION OTHER TRANSACTION AGREEMENT

SUMMARY

At the October 21, 2019, meeting of the Finance and Administration Committee ("Committee"), the Committee voted unanimously (3–0) to recommend the Commission approve a modified Other Transaction Agreement ("OTA") with the Department of Homeland Security Transportation Security Administration ("TSA") for reimbursement of electrical and janitorial charges associated with areas used for baggage screening operations at Hollywood Burbank Airport ("Airport").

BACKGROUND

On an annual basis, the TSA and Staff review the applicable reimbursement level for electrical utility and janitorial expenses incurred by the Authority for certain operations conducted by TSA at the Airport.

Staff undertook an analysis of the current applicable rates and charges attributed to TSA's operation and requested an increase in the reimbursement amount for janitorial services based on anticipated increases. TSA reviewed Staff's request and had delivered a modified OTA for an annual reimbursement increase.

On August 28, 2019, the Commission awarded a new janitorial service contract. However, the final revised pricing is greater than was previously estimated. Based on the new cost information, Staff requested a revised reimbursement amount from the TSA. Due to TSA's internal approval process, TSA requested that the current OTA be extended for a short term of four (4) months while a new OTA is prepared with the revised price schedule for janitorial services. The new OTA agreement will reimburse the Authority for janitorial and electrical charges retroactively from September 1, 2019. Until the new OTA is approved by both parties, the extension of the current OTA will provide for reimbursement rates in the amounts of $5,736.77 monthly for janitorial services and $5,707.98 for electricity use.

As with other federal agency agreements at the Airport, the Authority is required to execute the document first. However, in order to expedite the process for the extension, a local representative of the TSA was authorized to execute the OTA. A copy of the executed OTA is attached.

DETAILS

The key components of the modified OTA are summarized as follows:

Term:	September 1, 2019 to December 1, 2019 or for as long as federal law requires TSA to perform screening functions at the Airport
Reimbursement:	Extends current funding levels for four (4) months
Space:	Space for conducting such screening operations is provided at no cost to TSA

BUDGET IMPACT

The modified OTA keeps the amount of reimbursement for janitorial and electrical services flat for the four (4) months.

RECOMMENDATION

At the October 21, 2019, meeting of the Finance and Administration Committee, the Committee voted unanimously (3–0) to recommend the Commission approve the modified Other Transaction Agreement with the TSA and authorize the President to execute same.

Transportation Security Administration

OTHER TRANSACTION AGREEMENT

OTA NUMBER:	REQUISITION NUMBER:
HSTS01-14-H-CKP112 **Modification Number:** P00009	2119209CKP102

ISSUED TO:	ISSUED BY:
Burbank Glendale Pasadena Airport Authority Burbank Bob Hope Airport 2627 N. Hollywood Way Burbank, CA 91505-1062 Attn: Scott Kimball Phone: 818-565-1314 Email: SKimball@bur.org **DUNS:** 126078450 **EIN:** 953337732	Transportation Security Administration Office of Acquisition Human Capital and Finance Division 601 S 12th Street Arlington, VA 20598-6025 Contract Specialist: Shenika Butler Phone: 571-227-1073 Email: Shenikarenee@tsa.dhs.gov

PROGRAM

Program: Other Transaction Agreement (OTA) for Use of Space and Cost Reimbursement for TSA Security Checkpoint and Baggage Screening Areas.

Current Period of Performance: September 1, 2018 to August 31, 2019

Period of Performance Extension: September 1, 2019 to December 1, 2019

NAICS: 488119
PSC: S112

FISCAL DATA

Accounting Line: See page 2 for Accounting and Appropriation Data.

Obligated Amount: $45,779.00

PURPOSE

Unilateral modification P00009 extends the period of performance of Agreement HSTS01-14-H-CKP112 and obligates funding for the reimbursement of fixed janitorial and electrical costs for the TSA security checkpoint and baggage areas for 4 months at the Burbank Bob-Hope Airport (BUR).

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.

Participant's Signature Date	Susan Messina 8/29/19 Contracting Officer's Signature Date
Typed Name and Title	**Susan Messina, Contracting Officer** Typed Name and Title

1. **Purpose**

The purpose of Modification P00009 to Agreement HSTS01-14-H-CKP112 is to:

- Obligate $45,779.00 for the reimbursement of fixed janitorial and electrical costs and extend the period of performance for 4 months from September 1, 2019 to December 1, 2019.
  - Exhibit 2A power consumption dated 06/06/2018 remains in effect.

2. **Obligated Funding**

	Annual Costs	Average Pro-rated Monthly Costs (Rounded)	# Months	Obligated Amount
Electrical Costs	$22,947.08	$5,736.77	4	$22,947.08
Janitorial Costs	$22,831.92	$5,707.98	4	$22,831.92
Total Amount	**$45,779.00**	**$11,444.75**		**$45,779.00**

3. **Accounting and Appropriation Data**

PR #	Item #	Service	Amount	Accounting & Appropriation Data
2119209CKP102	00001	Electrical	$22,947.08	5OS190A000D2019SWE070GE00007700 7668648REM-5903001502010000-233T-TSA DIRECT-DEF. TASK-D
2119209CKP102	00002	Janitorial	$22,831.92	5OS190A000D2019SWE070GE00007700 7668648REM-5903001502010000-2540-TSA DIRECT-DEF. TASK-D
Total			**$45,779.00**	

4. **Current Obligated Funding**

Award Date	Contract/Modification	Obligated Amount
8/26/2014	Base OTA Award	$123,507.52
8/4/2015	P00001	$10,292.29
9/10/2016	P00002	$113,500.31
8/31/2016	P00003	$123,792.60
11/10/2016	P00004	$28.08
12/14/2016	P00005	$3,915.20
8/28/2017	P00006	$129,691.31
10/31/2017	P00007	$2,081.48

09/18/2018	P00008	$137,336.99
Total		**$644,145.78**

Total Obligated Funding

Modification P00009 increases the total obligated funding for this Agreement:

From:	$644,145.78
By:	$45,779.00
To:	$689,924.78

5. Terms and Conditions

All other terms and conditions of Agreement HSTS01-14-H-CKP112 remain unchanged and in full force and effect.

End of Modification P00009

Updated: 08/08/2018

Exhibit 2A

Checked Baggage Equipment Power Consumption Estimate
Burbank OTA HSTS01-14-H-CKP112 P00007
September, 2018

Version:	Input Cost per KWH ($)	$0.147							
	Equipment	Input Operating Time (Hours):	Input Idle Time (Hours):	Input Turned Off Time (Hours):	Input Number of Machines:	Per Unit Cost per day ($)	Total Cost per Day	Total Cost per Month	Total Cost per Year
EDS:	InVision CTX-2500 (GE)					$0.000	$0.00	$0.00	$0.00
	InVision CTX-9800 (GE, Morpho)	15.0		9.0	2.0	$21.340	$42.68	$1,298.18	$15,578.20
	InVision CTX-9000 (GE, Morpho)	15.0		9.0	2.0	$21.34	$42.69	$1,298.48	$15,581.74
	InVision CTX-9400 (GE, Morpho)	15.0		9.0	2.0	$21.345	$42.69	$1,298.48	$15,581.74
	L3 eXaminer					$0.000	$0.00	$0.00	$0.00
	UPS					$0.000	$0.00	$0.00	$0.00
	CT-80 (Reveal)					$0.000	$0.00	$0.00	$0.00
ETD:	Implant Sciences QS2208	17.0	7.0		21.0	$0.552	$11.58	$352.33	$4,227.95
	Thermo Detection EGIS II					$0.000	$0.00	$0.00	$0.00
	Itemiser II (Morpho Detection, GE, Ion Track)					$0.000	$0.00	$0.00	$0.00
	Itemiser DX (Morpho Detection , GE)					$0.000	$0.00	$0.00	$0.00
	Smith Detection Ionscan 500DT					$0.000	$0.00	$0.00	$0.00
ETP:	EntryScan3e (GE)					$0.000	$0.00	$0.00	$0.00
	Smith Detection Sentinel II					$0.000	$0.00	$0.00	$0.00
X-Ray Equipment:									
TRX	Rapiscan 520B					$0.000	$0.00	$0.00	$0.00
	Rapiscan 522B					$0.000	$0.00	$0.00	$0.00
	Rapiscan 519					$0.000	$0.00	$0.00	$0.00
	PerkinElmer Linescan 110 (L3)					$0.000	$0.00	$0.00	$0.00
	PerkinElmer Linescan 208 (L3)					$0.000	$0.00	$0.00	$0.00
	PerkinElmer Linescan 237 (L3)					$0.000	$0.00	$0.00	$0.00
	EG&G					$0.000	$0.00	$0.00	$0.00
	Heimann 6040i (Smiths Detection)					$0.000	$0.00	$0.00	$0.00
	Heimann 7555i (Smiths Detection)					$0.000	$0.00	$0.00	$0.00
	Heimann 5030i (Smiths Detection)					$0.000	$0.00	$0.00	$0.00
AT1	Rapiscan 620DV					$0.000	$0.00	$0.00	$0.00
	Heimann 6040aTiX (Smiths Detection)					$0.000	$0.00	$0.00	$0.00
AT2 Scanner	Rapiscan-620DV					$0.000	$0.00	$0.00	$0.00
	L3 ACX-6.4MV					$0.000	$0.00	$0.00	$0.00
	Smiths Heimann-6040aTix	16.0	8.0		7.0	$5.882	$41.17	$1,252.39	$15,028.72
AT2 AVS	Rapiscan-620DV					$0.000	$0.00	$0.00	$0.00
	L3 ACX-6.4MV					$0.000	$0.00	$0.00	$0.00
	Smiths Heimann-6040aTix	16.0	8.0		7.0	$0.352	$2.46	$74.96	$899.58
WTMD Equipment:	CEIA 02PN20	2.0	22.0		4.0	$0.141	$0.56	$17.13	$205.61
	Metorex 200D Rapiscan					$0.000	$0.00	$0.00	$0.00
	Garrett 6500i Enhanced Metal Detector					$0.000	$0.00	$0.00	$0.00
AIT Scanner	Rapiscan-Secure1000					$0.000	$0.00	$0.00	$0.00
	L3 Provision-SC100	10.0	7.0	7.0	3.0	$1.467	$4.40	$133.86	$1,606.37
AIT IO Workstation	Rapiscan-Secure1000					$0.000	$0.00	$0.00	$0.00
	L3 Provision-SC100					$0.000	$0.00	$0.00	$0.00
BLS Equipment:	Thermo Fisher Scientific TruScreen (Ahura)					$0.000	$0.00	$0.00	$0.00
	Cela EMA-MS					$0.000	$0.00	$0.00	$0.00
	Smiths RespondeR	1.0	16.0	7.0	3.0	$0.003	$0.01	$0.24	$2.86
CPI Equipment	Spectrum CastScope					$0.000	$0.00	$0.00	$0.00
Operational Equipment	Motorola Quantar Repeater/Station	24.0			1	$0.352	$8.35	$10.71	$128.51

	Total Cost per Day	Total Cost per Month	Total Cost per Year
Total	$188.61	$5,736.77	$68,841.27

Notes: **Operating Time:** Time the system is expected to be on and in use. The value is a weighted average based on the utilization rates determined for each system. Example being the AIT is not always performing a scan, due to the time required for the passenger to enter the system and the fact that checkpoints are not continuously in a fully loaded condition, thus the operating time power consumption value is a weighted average between the power used to perform a scan and the power used while the system is idle.
Idle Time: Time the system is powered on but not expected to be screening.

Turned Off Time: Time the system is turned completely off but is still plugged in and thus may be drawing a small amount of power.

ooo $68,841.24

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 4, 2019

CONSENT TO ASSIGNMENT
NON-EXCLUSIVE ON-AIRPORT CAR LEASE AND CONCESSION AGREEMENT
FOX RENT A CAR, INC

SUMMARY

At the October 21, 2019, meeting of the Finance and Administration Committee ("Committee"), the Committee voted unanimously (3–0) to recommend Commission approval of the Consent to Assignment of Fox Rent A Car Inc.'s ("Fox") Non-Exclusive On-Airport Rental Car Lease and Concession Agreement to Europcar Mobility Group, a European Corporation ("Europcar") pursuant to a Stock Purchase Agreement in which Europcar will acquire Fox's outstanding stock.

BACKGROUND

On April 2, 2012, the Authority and Fox entered into the Agreement for its rental car operations within the Regional Intermodal Transportation Center at the Hollywood Burbank Airport.

On or about August 1, 2019, Europcar entered into a Stock Purchase Agreement with Fox wherein Europcar acquired all outstanding stock of Fox. Because this action has caused a change in control as contemplated by the Agreement, this sale of stock constitutes an "assignment" pursuant to Section 22.1 of the Agreement which requires the Authority to consent to such an assignment.

As required under Section 22.1, Fox has submitted requisite documentation and fee as outlined in its letter of September 16, 2019, copy attached. Fox will continue to operate under the brand name Fox with no change in personnel

IMPACT ON REVENUE

The proposed Consent to Assignment of the Agreement, copy attached, is revenue neutral to the Authority.

RECOMMENDATION

At the October 21, 2019, meeting of the Finance and Administration Committee, the Committee voted unanimously (3–0) to recommend Commission approval of the Consent to Assignment of Non-Exclusive On-Airport Rental Car Lease and Concession Agreement and authorize the President to execute same.

CONSENT TO ASSIGNMENT OF "NON-EXCLUSIVE ON-AIRPORT RENTAL CAR LEASE AND CONCESSION AGREEMENT"

This CONSENT TO ASSIGNMENT ("Consent") is dated _____, 2019 and is executed by the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale, and Pasadena, California pursuant to the California Joint Exercise of Powers Act ("Authority") in favor of Fox Rent A Car, Inc., d.b.a. Fox Rent A Car, a California corporation ("Concessionaire").

A. Authority and Concessionaire have entered into a Non-Exclusive On-Airport Rental Car Lease and Concession Agreement dated as of April 2, 2012 (the "Agreement").

B. Europcar Mobility Group, a European corporation, has acquired all of the stock of Concessionaire (the "Assignment").

C. Section 22.1 of the Agreement provides that a change in control of Concessionaire constitutes an assignment of the Agreement that requires Authority consent.

D. Authority desires to document its consent to the Assignment.

THEREFORE:

1. Waiver and Consent.

Authority hereby consents to the deemed assignment of the Agreement pursuant to the Assignment.

2. Domestic Registration.

If and when Europcar Mobility Group registers itself to conduct business within the State of California, Concessionaire will provide evidence of the registration to Authority.

3. No Release; Reservation of Rights.

Neither the Assignment described herein nor Authority's consent thereto shall release Concessionaire from any liabilities or obligations heretofore or hereafter arising under the Agreement. Nothing in this Consent is intended to waive any defaults by Concessionaire that may exist under the Agreement, and Authority hereby reserves all of its rights and remedies with respect to any such defaults.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

By: _____
Print Name: _____
Title: _____

September 16, 2019

VIA E-MAIL
DCheng@bur.org

Derrick Cheng
Property Specialist
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, California 91505

Re: Fox Rent A Car, Inc. – Notice of Change in Control
Non-Exclusive On-Airport Rental Car Lease and Concession Agreement, dated April 2, 2012 (the "Concession Agreement")

Dear Derrick:

I am Fox Rent A Car, Inc.'s ("Fox") Director of Compliance.

As you know, Fox is a "Concessionaire," as that term is defined in Section 1.16 of the Concession Agreement by and between Fox and The Burbank Glendale Pasadena Airport Authority (the "Airport").

Fox has entered into a Stock Purchase Agreement with Europcar Mobility Group ("Europcar") whereby Europcar will acquire Fox's outstanding stock (the "Transaction"). Because the change in control contemplated by the Transaction constitutes an "assignment" pursuant to Section 22.1 of the Concession Agreement, Fox hereby provides the Airport with notice of the Transaction, and respectfully requests that the Airport consent to the resulting change in control pursuant to Section 22.4 of the Concession Agreement.

In furtherance of its request for Airport consent, Fox hereby supplies the following:

- A check in the amount of $1000, as required by Section 22.1 of the Concession Agreement;
- An excerpt of the Stock Purchase Agreement, which constitutes the "proposed documents of Transfer" in connection with the Transaction, as required by Section 22.4 of the Concession Agreement; and
- The following information regarding Europcar, as required by Section 22.4 of the Concession Agreement:
    - Europcar's contact details:
      Europcar Mobility Group
      Franck Rohard, Secretary General
      franck.rohard@europcar.com
      +33 1 80 20 93 45

13 ter Boulevard Berthier 75017 Paris FRANCE

- Europcar Articles of Incorporation.
- Europcar's financial information. Europcar Mobility Group has a net worth of $1 billion USD. Please note this value has been converted from $890 million euros based on a conversion rate of $1=€0.89. The financial statements are calculated in Euros and were extracted from an excerpt of Europcar Mobility Group's 2018 Registration Documents that include audited financial statements.

Finally, this transaction involves a stock purchase only. Fox will continue to operate under the Fox brand and will remain named on the Concession Agreement and Lease. Fox will remain responsible for all terms of the license and lease. When, and if, Europcar registers its business in the United States, I will provide you with that information.

Fox would appreciate if the Airport could provide its consent as soon as is practicable. In this regard, please do not hesitate to let me know if there is any additional information that you should require in connection with the Transaction, Fox, or Europcar.

Fox and its new ownership very much look forward to continued growth at the Airport.

Sincerely,

Mary Lockhart
Director of Compliance
mlockhart@foxrentacar.com
918.998.0556

The Burbank Glendale Pasadena Airport Authority hereby grants its consent to the Transaction:

By: _____
Its: _____
Dated: _____

cc: Joseph Knight (310) 505-7705

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY NOVEMBER 4, 2019

AGREEMENTS WITH PAYLOCITY CORPORATION FOR ACCESS TO THE AUTHORITY'S PAYROLL BANK ACCOUNT FOR PAYROLL TAX PROCESSING AND SETUP OF AN AUTOMATED DATA EXCHANGE

SUMMARY

At the October 21, 2019, meeting of the Finance and Administration Committee ("Committee"), the Committee voted unanimously (3–0) to recommend the Commission approve two agreements with Paylocity Corporation ("Paylocity"), copies attached, to transition the Burbank-Glendale-Pasadena Airport Authority's Police Department ("APD") personnel and the Authority's Commissioners' payroll tax processing services, which is administered by TBI US Operations, Inc. ("TBI"), to Paylocity beginning January 2020.

The first agreement allows Paylocity to directly withdraw APD and Commissioners' payroll taxes and its monthly subscription fees from the Authority's payroll bank account. The second agreement allows Paylocity to establish an automated data exchange and/or application programming interface ("ADE/API") with the current APD retirement benefits provider, Transamerica Retirement Solutions, LLC ("Transamerica"), to allow for integration between both systems and facilitate automated data transfers.

BACKGROUND

TBI is the payroll processing administrator for the Authority. TBI is currently transitioning to a new payroll processing software provider, Paylocity, which will take effect the first pay period in January 2020. As part of this transition, Paylocity is requesting access to the Authority's payroll bank account to directly withdraw payroll taxes and its monthly subscription fees for APD and the Commissioners' payroll, which is documented in Paylocity's first agreement. The Authority currently provides access to its payroll bank account to TBI's current payroll tax processing company, Payroll Tax Management. Authority Staff perform monthly reviews and reconcile all amounts withdrawn from the Authority's payroll account. This internal control process will continue to be performed after the transition to Paylocity.

In addition, Paylocity is requesting permission to establish an ADE/API with other systems utilized by the Authority and administered by TBI, which currently only includes Transamerica. This is documented in Paylocity's second agreement and will help facilitate data transfers resulting from changes or updates made by APD personnel via their Transamerica retirement account or by TBI payroll administrators via Paylocity. This allows for quicker updates between both systems and mitigates the risk of manual input errors. An agreement between the Authority and Transamerica will be presented to the Finance and Administration Committee at a later date.

The terms of both agreements are consistent with that of TBI's agreement with Paylocity, and the first agreement allows the Authority to terminate this Agreement with 60 days' written notice to Paylocity.

BUDGET IMPACT

The transition to Paylocity will be cost neutral for the Authority. Paylocity's subscription fees will be approximately $16,000 per year, which is based on the agreement between TBI and Paylocity. While not included in the FY 2020 adopted budget, an amount of approximately $3,000 for the initial setup can be covered due to its de minimis amount. There is no cost associated with the establishing of the automated data exchange by Paylocity.

RECOMMENDATION

At the October 21, 2019, meeting of the Finance and Administration Committee, the Committee voted unanimously (3–0) to recommend the Commission approve two agreements with Paylocity to:

1) allow the direct withdrawal of APD and the Authority's Commissioners' payroll tax amounts and monthly subscription fees from the Authority's payroll account beginning January 2020; and

2) allow Paylocity to establish an ADE/API with Transamerica to automate data transfers between both systems.

PAYLOCITY CORPORATION ENTERPRISE
FULL BUNDLE SUBSCRIPTION TERM
AGREEMENT

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, ("CLIENT") is requesting Paylocity Corporation ("Paylocity") provide CLIENT with bundled payroll and related services and Paylocity is agreeing to provide such payroll and related services all as set forth in this agreement ("Agreement"). This Agreement encompasses the following General Terms and Conditions as well as the specific Terms and Conditions for any bundled software or services ("Bundled Services" or "Services") utilized by CLIENT, whether included in the initial Quote (as defined below) or subsequent Letter of Intent, and all of which are to be governed by the terms and conditions of this Agreement.

A separate agreement for bundled software and payroll and related services dated August 15, 2019 has been entered into between TBI US Operations, Inc. ("TBI Agreement"), which administers payroll and furnishes payroll data on behalf of CLIENT to Paylocity, which agreement, among other things, sets forth certain rights and responsibilities of TBI with respect to the furnishing of CLIENT's payroll data, and Paylocity's duties and responsibilities with respect to processing the same. The TBI Agreement does not address the separate duties, rights and responsibilities of CLIENT with respect to payroll and tax funding, and with respect to payment of Paylocity's fees, which are contained in this Agreement.

TERMS AND CONDITIONS

FEES, TERM AND PAYMENTS

1. The term of this Agreement shall commence upon the Effective Date and end two (2) years following the CLIENT'S first payroll (the "Initial Term"). The fees included in the Quote will be effective during the Initial Term. After the Initial Term, fees are subject to change upon 90 days' written notice to CLIENT for general price increases and the maximum annual increase shall not exceed 3% during each of the first three Renewal Terms. CLIENT agrees to allow Paylocity to debit from their respective account(s) under Net 30 terms on due date any and all undisputed fees due to Paylocity under this Agreement and in the same manner that payroll and tax funds are collected. CLIENT has 180 days from invoice date to dispute invoice amounts.
2. After the end of the Initial Term, this Agreement will renew automatically for successive additional one (1) year periods ("Renewal Term") unless (a) CLIENT gives written notice to Paylocity of their intent to terminate within sixty (60) days before the end of the Initial Term or current Renewal Term then in effect, or (b) unless Paylocity gives written notice to CLIENT within one hundred eighty (180) days before the end of the Initial Term or current Renewal Term then in effect.
3. Bundled Services commence immediately following the first payroll processed by Paylocity under this Agreement for CLIENT. CLIENT will be invoiced for Bundled Services monthly (each such month a "Subscription Term") based on active headcount of the last payroll of the applicable Subscription Term. One-Time Implementation fees will be invoiced to CLIENT upon the first payroll and debited from CLIENT's account under Net 30 terms and are non-refundable.
4. CLIENT acknowledges that (a) except as specifically described in clause (c) below, fees for Bundled Services are due and payable in full each Subscription Term regardless of whether CLIENT accessed and/or used Services during such Subscription Term, and (b) with respect to payroll Services in particular, once payroll services have commenced, CLIENT will be charged the non-activity fee currently at seventy-five dollars ($75) if no payrolls are run during any particular Subscription Term. The foregoing fee is subject to change upon notice to CLIENT for general price increases, and (c) there are certain elements of the Bundled Service as determined by Paylocity from time to time that are billed based on actual activity (for example Delivery).

CONFIDENTIALITY AND PROTECTION OF CLIENT DATA

1. Paylocity agrees to keep confidential any information provided by the CLIENT to the same degree it would with respect to its own confidential information and will use said information solely for the purposes of payroll and related services processing. Paylocity will not disclose this information to anyone without the permission of the CLIENT, or unless required to do so pursuant to legal process. If Paylocity is required by law to disclose such information, Paylocity will provide prompt written notice to CLIENT to the extent allowable by law.
2. Paylocity will maintain adequate security over all information provided by CLIENT using commercially reasonable safeguards over the hardware, software, personnel and processes used to support the delivery of payroll and related services to the CLIENT and in compliance with applicable federal, state and local laws governing employee and payee data including California SB1386 and Massachusetts 201 CMR 17.00.
3. CLIENT will maintain adequate security over the hardware, personnel and processes used to access Paylocity's software and services, including usernames and passwords used to access Paylocity's software.
4. Service delivery by Paylocity involves transmissions of data and information over the Internet at a website hosted by Paylocity. Accordingly, CLIENT acknowledges that neither the security of transmissions over the Internet nor of the CLIENT'S hardware used to access the Internet can be guaranteed by Paylocity. Paylocity will use encryption and other industry safeguards to protect such information when being transmitted over the Internet
5. Paylocity will maintain commercially reasonable storage facilities and procedures (periodic back-up and on-and off-site storage) to protect against the alteration and loss of the data provided by CLIENT.
6. Without limiting the confidentiality, data protection and intellectual property rights terms set forth in this Agreement,

Paylocity has a perpetual right to use aggregated, anonymized, and statistical data ("Aggregated Data") derived from the operation of the Bundled Services and Software provided to CLIENT, and nothing herein shall be construed as prohibiting Paylocity from utilizing the Aggregated Data in the provision of its Services or for operating purposes.

RESPONSIBILITIES

1. Paylocity will use due care in processing work provided by CLIENT, and shall be responsible for correcting errors which are caused by Paylocity equipment, processors, or employees in the course of their work.
2. Paylocity shall be responsible for the payment of any penalties and/or interest due resulting from errors or omissions committed by Paylocity while filing taxes on behalf of CLIENT.
3. Paylocity will provide customer support from 7AM to 7PM CST daily, excluding weekends and Federal holidays.
4. Paylocity will make available to CLIENT all improvements, enhancements and modifications to its services, methods, and software as they are made generally available by Paylocity to its other clients.
5. CLIENT will submit to Paylocity its payroll and other data in a form, at a time and by the method specified by Paylocity. CLIENT shall be responsible for the content and accuracy of all data input. If the data submitted to Paylocity is incorrect, incomplete, or not in proper form, then CLIENT agrees to pay Paylocity's additional charges then in effect for the corrections to said data by Paylocity. It is the CLIENT'S responsibility to review the processed payroll and other information and to promptly identify any errors.
6. PAYLOCITY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO ACTUAL DAMAGES INCURRED BUT UNDER NO CIRCUMSTANCES, OTHER THAN AS SET FORTH IN PARAGRAPH 2 OF THIS SECTION OR FOR CRIMINAL OR FRAUDULENT ACTS BY PAYLOCITY OR ANY OF ITS EMPLOYEES, EXCEED THE CHARGE FOR SUCH SERVICE DURING (A) THE PREVIOUS EIGHTEEN (18) MONTHS, IF SUCH DAMAGES ARISE DURING THE INITIAL TERM, OR (B) THE PREVIOUS TWELVE (12) MONTHS, IF SUCH DAMAGES ARISE DURING ANY RENEWAL TERM (IN EACH CASE, THE "LIABILITY CAP"). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CLIENT AGREES (a) THAT PAYLOCITY IS NOT RENDERING LEGAL, TAX, ACCOUNTING, OR INVESTMENT ADVICE AND IS NOT RESPONSIBLE FOR CLIENT'S COMPLIANCE WITH FEDERAL, STATE, OR LOCAL STATUTES, REGULATIONS, OR ORDINANCES, INCLUDING, BUT NOT LIMITED TO, THE FAIR LABOR STANDARDS ACT OR ANY WAGE AND HOUR LAWS, AND (b) THAT CLIENT IS SOLELY RESPONSIBLE FOR ANY LIABILITY TO EMPLOYEES FOR FAILURE TO COMPLY WITH FEDERAL, STATE OR LOCAL LAWS. PAYLOCITY SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) EVEN IF PAYLOCITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Nothing in this Agreement creates or will be understood to create third party beneficiaries. CLIENT agrees that Paylocity has no obligations to third parties, including employees of CLIENT, and any third party agencies.
7. Except as otherwise stated in the Agreement, the Bundled Services are provided "AS IS" and there are no warranties, expressed or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose.
8. Subject to Paragraph 6 above, Paylocity and, CLIENT agree to abide by all applicable state, local and federal laws in connection with the Bundled Services. CLIENT agrees not to post to any application material that would be considered libelous, unlawful, inappropriate, offensive or disrespectful to others. CLIENT agrees that they are responsible for material posted by its employees.
9. CLIENT will not reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, or programming methods from the applications.
10. The provision of Bundled Services to CLIENT may require use of or integration with third party software and/or services. To the extent CLIENT requires utilization of any third party software or services, CLIENT agrees to hold harmless and release Paylocity from any liability from CLIENT'S use or Paylocity's integration with third-parties. If the third party services are required by Paylocity, Paylocity agrees to indemnify, defend, and hold harmless CLIENT for any liability stemming from the use or Paylocity's integration with third parties, subject to the Liability Cap. CLIENT authorizes Paylocity to share any data provided by CLIENT, including confidential information, as may be required by third-parties for the provision of Bundled Services so long as such third-parties are advised by Paylocity of the confidential nature of such information and are bound in writing by an obligation of confidentiality under terms substantially similar to, and as protective of CLIENT as, the confidentiality obligations contained in this Agreement. Notwithstanding the foregoing, if the third party is required by CLIENT, then Paylocity will not be required to so advise such third parties nor enter into a written agreement with respect to confidentiality. Paylocity is not liable for any disclosure of CLIENT Confidential Information by any such third-party so required by CLIENT, whether intentional or not.
11. The individual signing this Agreement on behalf of CLIENT represents and acknowledges that he or she has the authority to execute this Agreement on behalf of CLIENT, and bind CLIENT to this Agreement. CLIENT warrants that it possesses full power and authority to enter into this Agreement, and has read and agrees to the terms and conditions set forth in this Agreement. Paylocity will be bound by the terms and conditions set forth herein.
12. Paylocity agrees to the SLA commitment set forth on Schedule A hereto ("SLA Commitment").
13. During the Term of this Agreement, Paylocity will maintain policies of insurance for the following types of coverage and minimum limits: (a) Worker's Compensation – [Statutory]; (b) Employer's Liability - [$1,000,000] each accident; (c) Commercial General Liability – [$2,000,000] each occurrence and general aggregate; (d) Professional Liability – [$5,000,000] per wrongful act and aggregate; (e) Crime – [$1,000,000] each loss; and (f) Cyber Liability – [$5,000,000] each claim and in the aggregate. Certificates of Insurance shall be delivered to CLIENT promptly upon receipt of a request for such certificates from CLIENT. Paylocity will use commercially reasonable efforts to notify the

CLIENT thirty (30) days prior to any material change or cancellation which would prevent Paylocity from meeting the obligations set forth above.

FUNDING

1. In regard to electronic funds transfers, CLIENT shall comply with and be subject to the Operating Rules of the National Automating Clearing House (NACHA) governing these methods of payment, as such rules shall, from time to time, be in effect among banks that participate in NACHA. CLIENT also acknowledges that, in order to put into effect, the Bundled Services which include ACH transactions, CLIENT will be designated as the Originator of the ACH transactions and will be bound by the rules for ACH Originators as adopted from time to time by the NACHA. CLIENT agrees that they have assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. CLIENT agrees to indemnify and hold each Participating Bank and NACHA harmless from any claim incident to the operation of this plan arising from an act or omission of CLIENT.
2. For payrolls processed with total liabilities of less than $1 million, Paylocity will debit CLIENT'S bank account for all ACH transactions one banking day prior to check date and, as a result, requires all amounts to be available for withdrawal from CLIENT'S account at that time. In the event the total amount of funds is not available one banking day prior to check date, a $100.00 USD fee is to be charged to CLIENT. CLIENT will then have until 2:00 p.m. Central Time on the date of notification to wire transfer these funds to Paylocity's bank account.
3. For payrolls processed with total liabilities of more than $1 million or where CLIENT is not receiving tax services from Paylocity, Paylocity will require a wire transfer of funds one banking day prior to check date.
4. CLIENT'S designated bank account(s) will have sufficient funds to pay CLIENT third party obligations (i.e., employee payroll payments, taxes, agency or other obligations) within the deadlines established by Paylocity in order to satisfy CLIENT'S third party obligations in their entirety. If CLIENT fails to have sufficient funds to pay such third party obligations including, without limitation, fees, then CLIENT agree to pay Paylocity for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. In the event CLIENT fails to adhere to its funding requirements under this Agreement, Paylocity may terminate this Agreement and withhold any work in progress as per the terms under the Termination Section, below. This is in addition to any other rights Paylocity may have under this Agreement or under law. To secure the CLIENT'S payment of all charges due under this Agreement, CLIENT grants Paylocity the right to set off with any funds retained by Paylocity for purposes of remitting payments or making payments to CLIENT employees, taxing authorities or other third party agencies.
5. Paylocity may suspend performance of this Agreement in the event CLIENT fails to remit timely payroll or tax funds as required by this Agreement, and CLIENT fails to remedy the situation within twenty-four (24) hours of the giving of notice by Paylocity.

OWNERSHIP

Paylocity owns or licenses all rights, title and interest in and to its processes, methods, applications and contents, including the software and documentation, Paylocity's trademarks, and all intellectual property rights in the foregoing (excluding portions of the Service provided by third parties). Software and services are made available only for CLIENT'S internal business purposes and are not transferable; furthermore, any right of use ceases when Paylocity no longer performs its Bundled Services for CLIENT.

INDEMNIFICATION

Indemnification by Paylocity. Paylocity shall defend, indemnify and hold CLIENT and all of their employees, officers and directors ("CLIENT Indemnitees") harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits or proceedings ("Claims") made or brought against any of the CLIENT Indemnitees by a third party alleging the use of the Services as contemplated hereunder infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; provided, however, that CLIENT Indemnitees shall (a) promptly give written notice of the Claim to Paylocity; (b) give Paylocity sole control of the defense and settlement of the Claim, and (c) provides Paylocity with reasonable assistance. Paylocity will not be required to indemnify CLIENT Indemnitees in the event of (i) modification of the Services by CLIENT, (ii) use of the Services in combination with any other product or service not provided by Paylocity, and/or (iii) use of the Services in a manner not otherwise contemplated by this Agreement. If CLIENT are enjoined from using one or more of the Services or Paylocity reasonably believes it will be enjoined, Paylocity will have the right at its sole option to obtain for CLIENT the right to continue use of the Service or to replace or modify the Service with a service of equivalent functionality so that it is no longer infringing. If neither of the foregoing options is reasonably available to Paylocity then use of the Services may be terminated at Paylocity's option and Paylocity's sole liability will be to refund any prepaid fees for the Services that were to be provided after the effective date of termination. CLIENT is responsible for content of data provided to Paylocity. CLIENT shall not upload any data that infringes the rights or causes harm to a third party or violates any law or regulation.

TERMINATION

1. Either Paylocity or CLIENT may suspend performance and/or terminate this Agreement immediately upon written notice at any time if: (a) the other party is in material breach of any material warranty, term, condition or covenant of

this Agreement and fails to cure that breach within thirty (30) days from the giving of a notice by the non-breaching party identifying the breach, unless such breach is due to CLIENT'S failure to pay undisputed fees or to remit timely payroll or tax funds as required and due hereunder, and in that event the time to cure such breach shall be five (5) business days, after written notice thereof, or (b) the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days after commencement of one of the foregoing events). CLIENT may also terminate this Agreement in accordance with the terms of the SLA Commitment.

2. In addition to the rights under paragraph 1 above, Paylocity may also suspend performance of, or terminate, this Agreement upon reasonable written notice if CLIENT (a) is unable to complete the implementation services and commence Bundled Services, or (b) no longer meets Paylocity's credit/financial eligibility requirements for such Services as determined from time to time by Paylocity.

3. For up to one year following termination of this Agreement, CLIENT can access any data relating to CLIENT for an annual fee of $3 per active employee, payable prior to the date access is provided.

4. CLIENT may terminate this Agreement for any reason upon the giving of sixty (60) days' written notice to Paylocity. In such event CLIENT shall be liable only for fees for services provided through the termination date.

GENERAL TERMS

1. This Agreement shall be construed according to the laws of the State of Delaware and constitutes the entire Agreement between the parties. No oral or other representations, warranties or agreements have been made in writing and signed by both parties. If any portion of this Agreement is determined to be invalid, illegal or unenforceable, the remainder of the Agreement shall nonetheless remain in full force and effect.

2. This Agreement may not be assigned by CLIENT to any third parties, other than successors, without the written consent of Paylocity, which shall not be unreasonably withheld.

3. Paylocity and CLIENT will not be responsible for failure to provide Bundled Services or correct any condition beyond its reasonable control, including but not limited to any acts or omissions by any third party over which it has no control or for which it has no responsibility.

4. CLIENT understands that this Agreement may be considered as an application for credit and hereby authorizes Paylocity to review credit of CLIENT including reports from credit bureaus, references, bank account status and other available financial information.

5. If CLIENT adds a Service following execution of this Agreement, CLIENT agrees to be bound by these Terms and Conditions as well as the separate Terms and Conditions of that Service.

6. No action arising under or in connection with this Agreement may be brought by CLIENT or Paylocity more than two (2) years after either party becomes or should reasonably have become aware of the occurrence of events giving rise to the cause of action.

7. CLIENT is responsible for the payment of all taxes including those assessed for prior periods relating to the provision of Paylocity's products and services to CLIENT where applicable, except to the extent a valid tax exemption certificate or other valid tax exemption document is provided to Paylocity and allowable by taxing authorities.

8. CLIENT agrees that any and all documents, data and other information provided to it by Paylocity that is either identified as confidential or a reasonable person should understand to be confidential based on the nature of the information and materials and other relevant factors shall be treated as confidential information of Paylocity and not used by CLIENT or shared with any third parties except as specifically permitted herein.

TERMS APPLICABLE FOR CERTAIN SOFTWARE OR SERVICES

The following terms apply to certain types of Services if selected by CLIENT as part of the Quote or Letters of Intent for Services added at any time subsequent to first payroll processed hereunder by Paylocity.

For payroll related services, as applicable: CLIENT authorizes Paylocity to pay employees designated by CLIENT via Direct Deposit electronic funds transfer, amounts due and payable to them by CLIENT. CLIENT must retain and provide upon request copies of each employee authorization form for two (2) years after they expire. CLIENT authorize Paylocity to pay employees designated by CLIENT via check drawn on CLIENT's bank with approved authorized signature(s) and approved printed check parameters by CLIENT's bank. CLIENT acknowledge that they are responsible for unclaimed property filings and any other escheatment duties within the respective state(s) or jurisdiction(s) CLIENT conducts business. CLIENT understands and agrees that (a) many banks, including without limitation, the banks that Paylocity uses to provide payroll services hereunder assess fees to cash employee paychecks, (b) certain state and local laws require employees to either cover any such fees or ensure that employees can cash checks without being assessed a fee, and (c) CLIENT, as employer, remains solely and exclusively liable for ensuring that where required by law, its employees can cash paychecks without incurring a fee and that Paylocity specifically and expressly disclaims such responsibility. CLIENT authorizes Paylocity to perform payroll tax services that include the responsibility for tax deposits and timely filings of Federal, State and Local employment tax returns. Paylocity will

serve as a "limited agent" for CLIENT in respect to tax filing, only for purposes of any required agency for deposits and filings with the Internal Revenue Service and/or any state reporting agency. Paylocity is not otherwise an agent of CLIENT, nor is Paylocity in partnership or otherwise affiliated with CLIENT'S business. CLIENT also grants Paylocity limited power of attorney to sign all obligatory and necessary forms to appropriate government channels and banks. CLIENT agrees to execute a "Reporting Agent Authorization" and "FEIN and State Info" in conjunction with using this service and agrees to provide timely information to Paylocity regarding changes in deposit frequencies and state unemployment rates in order for Paylocity to assume liability for any penalties and/or interest.

For time and labor related services as applicable: CLIENT will be billed for the first month in full. To the extent that CLIENT has procured timekeeping equipment during the course of the relationship with Paylocity, CLIENT agrees to return all equipment to Paylocity promptly upon termination of services or Agreement. Any damaged, unreturned or unusable equipment will be the responsibility of the CLIENT.

For Affordable Care Act compliance services as applicable: CLIENT authorize Paylocity to file forms 1095c and 1094c based on data entered by CLIENT including employee classifications, status and any other relevant data. Paylocity will serve as a "limited agent" for CLIENT in respect to information return filing with the Internal Revenue Service. Paylocity is not otherwise an agent of CLIENT, nor is Paylocity in partnership or otherwise affiliated with CLIENT'S business. CLIENT also grants Paylocity limited power of attorney to sign all obligatory and necessary forms to appropriate government channels. CLIENT agrees to execute a "Reporting Agent Authorization" in conjunction with using this service, the same Form 8655 used for Tax Filing clients is sufficient for ACA Reporting. CLIENT agrees to provide timely information to Paylocity regarding any changes in legal name or FEIN.

For ASO/HR Edge services as applicable: These services are designed to provide general information to employers regarding human resources situations commonly encountered. These services include verbal and written information and guidance on a wide variety of human resources related topics, however Paylocity's services exclude legal representation, legal advice, tax advice, international issues, insurance carrier and insurance policy matters, including but not limited to carrier claims resolution, claims audits, open enrollment materials, benefit summaries, pricing negotiation and specific plan information pertaining to an insurance policy, paperwork (completing and processing forms) and administration (hiring, recruiting, interviews, terminations, disciplinary actions, drafting or writing of custom documents (handbooks, offer letters, separation agreements, compensation plans, provided we will provide templates and samples (if available), and answer questions and offer advice on what should be included in these documents, and interpretation of legal or regulatory rules. We will make every attempt to provide information, including links to the statute or law, links to governmental regulatory agencies, and any other information we may have available about the topic but we will not interpret legal rules or give advice on the law.

This Agreement may be executed in one or more counterparts, including by facsimile, PDF, e-mail, e-signature or other electronic transmission, all of which shall be considered one and the same agreement (and each of which shall be an original for all purposes) it being understood that all parties need not sign the same counterpart.

Paylocity Corporation

Authorized Officer's Name_____ Title_____
Print

Authorized Officer's Signature _____

Client Name Burbank-Glendale-Pasadena Airport Authority

Authorized Officer's Name_____ Title _____
Print

Authorized Officer's Signature _____

SCHEDULE A

SLA COMMITMENT

Paylocity strives to achieve the highest service levels in the industry for its customers. This document sets forth Paylocity's Service Level Availability commitment ("SLA") to CLIENT.

Paylocity's Service Availability commitment to CLIENT for a given Quarter is greater than or equal to 99.5% (the "Service Minimum"). Services covered under this SLA are those provided directly by Paylocity. Service Availability is calculated per Quarter as follows:

(Total Minutes - Unplanned Outage Minutes – Planned Maintenance Minutes)/ (Total Minutes -Planned Maintenance Minutes) x 100 =Service Availability Percentage.

Upon written request, Paylocity will provide CLIENT with a report setting forth that Quarter's Service Availability Percentage. If for any Quarter, the Service Availability Percentage is less than the Service Minimum, as CLIENT's sole and exclusive remedy, Paylocity shall, upon written request from CLIENT, provide it with credits against future payments due under the Agreements or termination rights as follows:

First Quarter – CLIENT and Paylocity meet to discuss corrective action.
Second consecutive Quarter – CLIENT receives a credit equal to [5%] of the fees invoiced that Quartor.
Third consecutive Quarter – CLIENT receives a credit equal to [20%] of the fees invoiced that Quarter.
Fourth consecutive Quarter – Within thirty (30) days of such Service Availability deficiency, CLIENT will have the option to terminate the Agreement upon written notice to Paylocity without further obligation or penalty.

Definitions:

Quarter means the first full calendar quarter following the Effective Date and each subsequent calendar quarter during the term of this Agreement.

Total Minutes means the total minutes in the Quarter (calculated using the actual number of days in the Quarter).
Unplanned Outage Minutes means the total minutes of Unplanned Outage in the Quarter

Planned Maintenance Minutes means the total minutes of Planned Maintenance in the Quarter.

Planned Maintenance means Services are Unavailable for maintenance during a scheduled time period where Paylocity has provided CLIENT at least 6 hours prior notice. Notice of Planned Maintenance may be provided via email to CLIENT'S email address on file with Paylocity or by posting to Paylocity's System Status page or Login page. Generally, each instance of Planned Maintenance will (a) take no more than 2 hours during weekdays and 8 hours on weekends, and (b) occur after 11pm central time.

Unplanned Outage means that Services are Unavailable other than due to Planned Maintenance. Unplanned Outage, however, does not include (1) outages approved by CLIENT, (2) outages that are primarily the fault of CLIENT, and/or (3) outages caused by internet connectivity issues (other than internet connectivity to Paylocity's data centers).

Unavailable means the Services are not Operational for a period of more than fifteen (15) minutes

Operational means the Services are (a) in all material respects functional and available to its intended users and in substantial compliance with applicable specifications, and (b) not experiencing any materially adverse user-impacting errors, defects or service limiting issues.

Paylocity
Automated Data Exchange/ Application Programming Interface

Terms & Conditions

Paylocity is establishing an Automated Data Exchange (ADE) and/or Application Programming Interface (API) on behalf of my company and/or my third-party vendors. Although this is an automated process, I am responsible for the data transferred between applicable systems. In contemplation of this, this is a legal agreement (the "Agreement") between Paylocity and me (CLIENT), for assistance by Paylocity in developing certain ADEs and/or APIs that enable additional functionality to integrate access to certain Paylocity products into CLIENT's applications and environment. The terms listed below are intended to supplement the Paylocity Services Agreement terms. Where the terms of this agreement fail to address other elements of the ADE/API relationship, the Service Agreement terms will dictate.

Paylocity's Responsibilities
Paylocity's role shall be limited to implementing the ADEs/APIs in accordance with the CLIENT's instructions. Paylocity shall be entitled to charge for services as necessary and will submit to CLIENT an estimate for fees prior to the start of any work. Paylocity also reserves the right to request additional fees for work efforts as specified in the estimate should the estimated time or work effort increase from expectations.

CLIENT Responsibilities
CLIENT understands and agrees that it will be responsible for directing the ADE/API work efforts of Paylocity and any other third parties and will be responsible for providing proper instructions and oversight to complete the work effort including: a) communication of ADE/API needs to Paylocity personnel, b) overall review and testing of ADE/API work efforts and outputs, c) ensuring completeness and accuracy and data security of the ADEs/APIs, and d) final approval/sign-off that ADE/API work efforts are complete and ADE/API is functioning as CLIENT intends. CLIENT is also responsible to ensure that all rights, obligations, and liabilities related to any third party's access to, use, handling, processing, storage, disclosure, and deletion of this data are defined in a separate agreement between the CLIENT and the third party and that they (the CLIENT) abides by those terms throughout the implementation and ongoing relationship with Paylocity and the third parties.

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Indemnification for Data Breaches and IP Infringement

CLIENT shall defend, indemnify and hold Paylocity harmless from and against any lawsuit, claim, damage, liability, or expense (including reasonable attorneys' fees) brought by any third parties against Paylocity including CLIENT's employees resulting from or relating to Paylocity's development and use of ADEs/APIs in facilitating additional functionality for CLIENT, use of third-party offerings or CLIENT's own internally developed API applications, methods or processes, and Paylocity's failure to abide by the applicable terms of any User Agreement, CLIENT's breach of this Agreement, breaches of confidential or personal data, or the infringement or misappropriation of any patent, copyright, trademark, or other intellectual property right of any third party's or CLIENT internally developed application.

Signature

Name (Print)

Title

Date

Signature

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STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 4, 2019

LETTERS OF SUPPORT
BURBANK UNIFIED SCHOOL DISTRICT
GRANT PROGRAMS

SUMMARY

Staff seeks Commission approval to deliver two letters of support on behalf of the Burbank Unified School District ("BUSD") in support of BUSD's grant applications for the K-12 Strong Workforce Program and Career Technical Education Incentive Program. Copies of the proposed letters of support are attached.

BACKGROUND

BUSD is applying for two separate grant programs in support of their education programs for its Career Pathways development. The grant application is for funds overseen by the California Community Colleges Chancellor's Office and the Career Technical Education Administration and Management Office, respectively. If BUSD's application is approved, the grants will support BUSD's efforts to ensure continuing development of the next generation workforce in the area.

Letters of support of BUSD's application have been requested to be submitted by November 8, 2019, as the grant applications are due on November 15, 2019.

RECOMMENDATION

As the Burbank-Glendale-Pasadena Airport Authority has been a community business partner of the BUSD as well as participating on its Career Technical Education ("CTE") Advisory Board, staff recommends that the Commission approve submitting two letters of support on behalf of the BUSD for the grant applications described above.

Career Technical Education Administration and Management Office
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814–5901

November 4, 2019

To Whom It May Concern;

I am pleased to submit this letter on behalf of the Burbank-Glendale-Pasadena Airport Authority (Authority) in support of the Burbank Unified School District (BUSD) application for the Career Technical Education Incentive Grant Program (CTEIG). BUSD has demonstrated strengths in developing and expanding career pathways that prepare students for college and careers.

As a long time BUSD community business partner and member of the BUSD CTE Advisory Board, the Authority is proud to support and be a part of BUSD's Career Pathways development and growth. CTEIG funding is essential to ensuring that the next generation workforce is well prepared and well trained in skills that are relevant and meet the needs of high growth industries.

Please feel free to contact me if you would like any additional information regarding the Authority's support for the Burbank Unified CTEIG application.

Sincerely,

Ray Adams
President

California Community Colleges Chancellor's Office
Workforce and Economic Development Division (WEDD)
1102 Q Street
Sacramento, CA 95814–5901

November 4, 2019

To Whom It May Concern;

I am pleased to submit this letter on behalf of the Burbank-Glendale-Pasadena Airport Authority (Authority) in support of the Burbank Unified School District (BUSD) application for the K-12 Strong Workforce Grant Program. BUSD has demonstrated strengths in developing and expanding career pathways that prepare students for college and careers.

As a long time BUSD community business partner and member of the BUSD CTE Advisory Board, the Authority is proud to support and be a part of BUSD's Career Pathways development and growth. K-12 Strong Workforce Grant funding is essential to ensuring that the next generation workforce is well prepared and well trained in skills that are relevant and meet the needs of high growth industries.

Please feel free to contact me if you would like any additional information regarding the Authority's support for the Burbank Unified K-12 Strong Workforce Grant application.

Sincerely,

Ray Adams
President

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 4, 2019

REQUEST FOR SUPPORT
777 N. FRONT STREET PROJECT

SUMMARY

Staff seeks the Commission's authorization to provide public testimony to the Burbank City Council expressing Authority support for the proposed 777 N. Front Street Project, a mixed-use development near the Burbank Metrolink Station.

BACKGROUND

The proposed 777 N. Front Street Project is a mixed-used development consisting of 572 residential units, 1,067 square feet of retail gallery space, and 317 hotel rooms. The project developer is SJ4 Burbank LLC / La Terra Development of Solana Beach, California and the project site is located near the Burbank Metrolink Station. The site is an approximately eight-acre irregular shaped parcel that formerly was used for industrial manufacturing starting in the 1930s. The site is currently fallow and the proposed project would provide additional housing and hotel space near the Airport and is reachable via existing public transportation. Proposed projects such as 777 N. Front Street would enhance Burbank's location as a business and tourism destination and would complement the Airport's air service.

RECOMMENDATION

As the 777 N. Front Street Project will provide infrastructure that supports business and tourism to Burbank, it is recommended that the Commission authorize staff to provide public testimony to the Burbank City Council expressing the Authority's support for the project.

Figure 2 Project Location

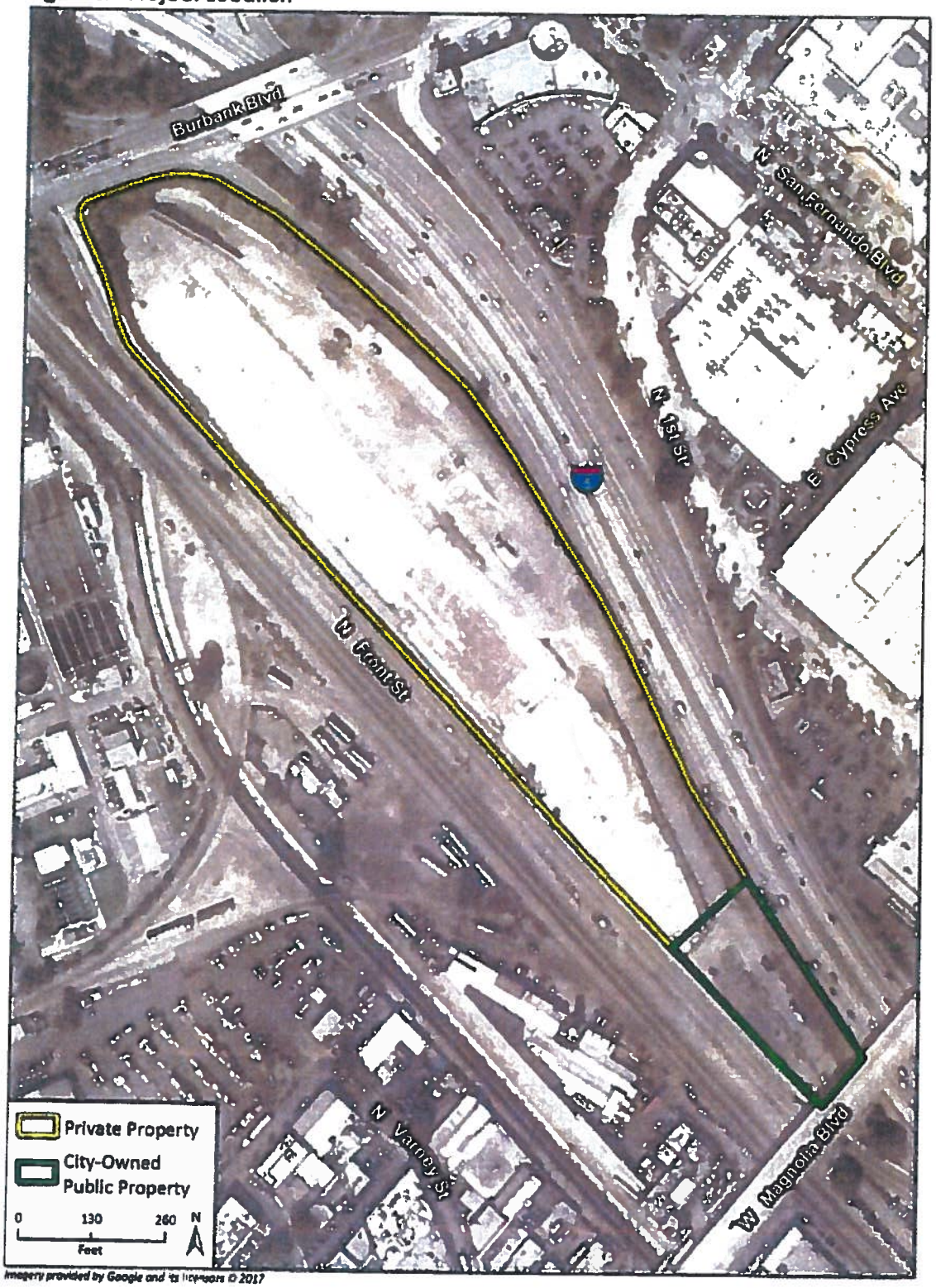


Figure 5 Conceptual Site Rendering – Aerial View of West Elevation

Source Nadel Architects 2018

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 4, 2019

PROFESSIONAL SERVICES AGREEMENT
PARKING AND GROUND TRANSPORTATION CONSULTING SERVICES

SUMMARY

At the October 21, 2019, meeting of the Operations and Development Committee ("Committee"), the Committee voted unanimously (3–0) to recommend the Commission award a Professional Services Agreement ("Agreement") to Steer Davies & Gleave, Inc. ("Steer"), for parking and ground transportation consulting services including parking capacity analyses, future parking activity forecasting and planning, and on-call services for parking services implementation. The proposed Agreement is through FY 2020 and can be terminated by either party with 30 days' written notice. The cost of the proposed Agreement is a not-to-exceed amount of $69,360.

BACKGROUND

Staff retained Steer for consulting services during FY 2017, FY 2018, and FY 2019 in connection with the self-park management and valet parking services procurement and implementation of the recently introduced valet online booking system. That procurement and implementation went successfully.

A recognized leader in parking services and technologies, Steer provided expertise and insight that assisted Staff with further research into the rapidly changing marketplace, i.e. valet online booking system and variable pricing strategies, transportation network companies ("TNCs") and their impact on airport parking revenue, ever-changing new technology, changing demographics, etc.

Staff believes it would be beneficial for the Authority to retain Steer for additional parking and ground transportation consulting services. In particular, Steer can provide valuable assistance with forecasting near-term and future parking needs, given growth in passenger traffic and new pricing and product strategies designed to increase parking, augment non-aeronautical revenues, grow market share, and reduce surface traffic congestion. These projections will consider the parking needs associated with the Replacement Passenger Terminal Project, including the size, functionality, and construction and design elements of the replacement parking garage, valet lots and surface parking. In addition, where requested, guidance on the associated technology needs for the future parking program will also be provided.

Steer will also provide the Authority with on-call services on parking services at the Airport, including industry best practices for the newly instituted valet online booking system and yield management system, as well as the future self-park online booking system.

BUDGET IMPACT

This item was agendized for the Committee's consideration because the value of the proposed Agreement, combined with the amount paid to the Steer under the prior contract, exceeds the Executive Director's authorization under the Authority Expenditure Policy. The cost of the proposed Agreement is included in the adopted FY 2020 budget.

RECOMMENDATION

At the October 21, 2019, meeting of the Operations and Development Committee, the Committee voted unanimously (3–0) to recommend the Commission award a Professional Services Agreement in a not-to-exceed amount of $69,360 to Steer for parking and ground transportation consulting services.

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority/Steer Davies & Gleave, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT is dated November 4, 2019 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority, a joint powers agency, and Steer Davies & Gleave, Inc. a Delaware corporation.

RECITALS

A. The Authority operates the Hollywood Burbank Airport ("Airport") and desires to retain Consultant as an independent contractor to provide professional consulting services regarding: (i) parking capacity analysis; and (ii) implementation of self-park management and valet parking at the Airport.

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

NOW, THEREFORE, the parties agree as follows:

1. Definitions.

A. "Agreement": this professional services agreement.

B. "Airport": Hollywood Burbank Airport.

C. "Authority": Burbank-Glendale-Pasadena Airport Authority.

D. "Commencement Date": November 4, 2019.

E. "Consultant": Steer Davies & Gleave, Inc.

F. "Contract Administrator": Frank R. Miller, Executive Director, or his duly authorized designee.

G. "Executive Director": Frank R. Miller

H. "Expiration Date": June 30, 2020.

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

J. "TBI": TBI Airport Management, USA.

2. Consultant's Services.

A. The nature, scope, and level of the specific services to be performed by Consultant are as set forth in Exhibit A.

B. The services shall be performed in a timely, regular basis in accordance with Exhibit A and the instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.

C. All services rendered by Consultant shall be provided in accordance with all applicable rules, regulations and other laws of the Authority and any federal, state or local governmental agency having jurisdiction at the time service is rendered.

D. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall refer any decisions that must be made by the Authority to the Contract Administrator. Consultant shall promptly notify the Contract Administrator of any unsafe condition that it discovers at the Airport.

E. In the event any claim is brought against the Authority relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation that the Authority might require.

3. **Term.** This Agreement shall be deemed to have commenced at 12:00 a.m. on the Commencement Date and shall expire upon completion of the services or at 11:59 p.m. on the Expiration Date (whichever occurs first), unless earlier terminated pursuant to Section 11.

4. **Compensation.**

A. The Authority agrees to compensate Consultant, and Consultant agrees to accept as full satisfaction for its services pursuant to this Agreement, payment according to the fee schedule set forth in Exhibit B.

B. Consultant shall submit to the Authority an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within thirty (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. Consultant shall not, at any time, or in any manner, represent that it is in any manner an employee of the Authority.

6. **Work Product Ownership.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without restriction or limitation upon use or dissemination by the Authority.

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

8. Conflict of Interest. Consultant shall not maintain or acquire any financial interest that may be affected by the services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the services.

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

10. Insurance.

A. During the term of this Agreement, Consultant shall procure, carry, maintain and keep in full force and effect, a policy or policies of insurance of types and with minimum limits described below:

1. $1,000,000 comprehensive general automobile liability insurance, including operations, products and completed operations as applicable, per occurrence against any bodily injury, personal injury, death, loss, damage or other property damage resulting from the acts of Consultant. If the commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the services, or the general aggregate limit shall be twice the required occurrence limit.

2. If applicable, $1,000,000 commercial vehicle liability insurance covering bodily injury and property damage, per occurrence combined single limit, covering any vehicle, including hired and non-owned vehicles, utilized by Consultant in performing the services.

3. $1,000,000 professional liability or errors and omissions liability insurance per occurrence during the term of this Agreement.

4. $1,000,000 employer's liability coverage per accident for bodily injury or disease.

5. Workers' Compensation insurance in accordance with statutory requirements of the State of California.

B. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

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

2. 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.

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

4. 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.

5. 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 thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the Authority.

6. 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.

7. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Authority, 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 Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

8. 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.

C. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts. The certificates and endorsements must be received and approved by the Authority prior to commencement of work.

11. Termination. Each party shall have the right to terminate this Agreement at any time for any reason on thirty (30) calendar days written notice to the other party. In the event of termination, the Authority shall pay Consultant for services satisfactorily rendered to the last working day this Agreement is in effect.

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

13. Notices. Any notices, invoices or other documents related to this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile or e-mail before or during the receiving party's regular business hours; or (b) 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 pursuant to the provisions of this section.

Authority	Consultant
Burbank-Glendale-Pasadena Airport Authority	Steer Davies & Gleave, Inc.
2627 Hollywood Way	2201 Cooperative Way
Burbank, CA 91505	Suite 600
Attn: Executive Director	Herndon, Virginia 20171
Fax: 818/557-0263	Fax: 703/788-6511
E-mail: FMiller@bur.org	E-mail: stephen.vanbeek@sdgworld.net

14. Assignability. Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Contract Administrator's prior written consent. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations shall be void.

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

16. Exhibits. Exhibits A and B are incorporated in this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any Exhibit, the provisions of this Agreement shall prevail.

17. Entire Agreement. This Agreement, and the attached Exhibits, represents the entire and integrated contract between the Authority and Consultant. This Agreement supersedes all prior oral or written negotiations, representations and contracts regarding this subject matter (including the 2016 Agreement, which has expired). 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.

Burbank-Glendale-Pasadena
Airport Authority

_____
President

Steer Davies & Gleave, Inc.

_____
Stephen D. Van Beek, Head

_____
Stephen C. Hewitt
□ Secretary □ Asst. Secretary
□ Chief Operating 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.]

Approved as to form:

_____
Richards, Watson & Gershon
A Professional Corporation

EXHIBIT "A"
Scope of Services

Item 1: Parking Capacity Analyses

Consultant will provide support to the Authority on forecasting near-term and future parking needs, given growth in passenger traffic and new pricing and product strategies designed to increase parking, augment non-aeronautical revenues and reduce surface traffic congestion. These projections will consider the parking needs associated with the Terminal Replacement Project, including the size, functionality, and design elements of the replacement parking garage, valet lots and surface parking. In addition, where requested, guidance on the associated technology needs for the future parking program will also be provided.

Item 2: Implementation of Self-Park Management and Valet Parking Services Hollywood Burbank Airport

Consultant will provide the Authority with on-call services on parking services at the airport, including with industry best practices for the newly instituted on-line reservation and yield management system.

EXHIBIT "B"
Fee Schedule

The total budget for Items 1 and 2 is $69,360 provided on a time and materials, not to exceed basis. Of the $69,360, $3,000 is provided for travel, which will be billed at cost with no mark-up (expenses will conform to the Authority's policies and procedures for travel and any trips to the Authority will be pre-authorized).

On the labor hours estimated below, Consultant will be able to shift hours among the identified personnel but shall remain within the amounts allocated for labor for each item.

Item 1: $38,260

Consultant	Hourly Rate/Travel	Total Hours	Budget
Stephen Van Beek	$370	60	$22,200
Marie Hart	$210	16	$3,360
Ian Sample	$195	20	$3,900
Michele Tavani	$185	20	$3,700
Adrian Leung	$165	20	$3,300
Travel	$1,200	---	$1,800
Total	N/A	136	$38,260

Consultant anticipates that one trip by Stephen Van Beek will be necessary.
* Principal Consultant will be Ian Sample, Elias Scheker, or Michele Tavani providing financial analysis.

Item 2: $31,100

Consultant	Hourly Rate/Travel	Total Hours	Budget
Stephen Van Beek	$370	40	$14,800
Marie Hart	$210	20	$4,200
Ian Sample	$195	20	$3,900
Michele Tavani	$185	20	$3,700
Adrian Leung	$165	20	$3,300
Travel	$1,200	---	$1,200
Total	N/A	120	$31,100

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 4, 2019

NINTH AMENDMENT TO LEASE AND CONCESSION AGREEMENT MCS BURBANK LLC

SUMMARY

At the October 21, 2019, meeting of the Finance and Administration Committee ("Committee"), the Committee voted unanimously (3–0) to recommend the Commission approve a Ninth Amendment to the Lease and Concession Agreement ("Amendment") between the Burbank-Glendale-Pasadena Airport Authority and MCS Burbank LLC ("MCS"). The proposed Amendment, copy attached, provides an additional 70 square feet of space for a Lunchbox "Grab 'N Go" location in Terminal A, Gates A7 through A9.

BACKGROUND

MCS is the exclusive food and beverage concessionaire at Hollywood Burbank Airport and has had a presence at the Airport since May 1992. On December 31, 2000, the Authority entered into a ten-year term Lease and Concession Agreement with MCS for the operation of a food and beverage concession at the airport. This agreement was extended under the Second Amendment to June 30, 2013, and subsequent amendments have extended the term to June 30, 2023. MCS currently leases over 15,000 square feet of terminal space which is comprised of food and beverage concession, offices and storage space.

MCS is a tenant in good standing that consistently performs over the Minimum Annual Guaranty ("MAG"). Currently MCS pays the Authority the greater of MAG or percentage of gross revenues (12% food and beverage 17% alcohol).

The proposed Amendment will provide space to provide a convenient "Grab N' Go" location at the farthest gates in Terminal A, Gates A7 through A9. These gates are currently assigned to Southwest, American and JetBlue which operate some of the longer haul routes. The addition of a "Grab N' Go" facility will generate an additional $5,658.68 per year, through an increase to the MAG, and an additional $1,329.60 per year in additional Space Rent. The MAG total revenue from MCS increases from $1,525,347 to $1,532,335.28 annually.

AMENDMENT DETAILS

Effective Date:	November 15, 2019
Lease Term:	Expires June 30, 2023
Annual Adjustment:	CPI Adjusted Annually
MAG:	Increase of $5,658.68 annually to $1,239,330.68

Space Rent:	Increase of $1,329.60 annually to $293,004.60
Other:	Concessionaire responsible for expenses related to occupancy including maintenance, utilities, insurance, permits and applicable taxes

IMPACT ON REVENUE

The proposed Amendment is anticipated to generate an additional minimum of approximately $6,988.28 per year.

RECOMMENDATION

At the October 21, 2019, meeting of the Finance and Administration Committee, the Committee voted unanimously (3–0) to recommend the Commission approve the proposed Ninth Amendment to the Lease and Concession Agreement between MCS Burbank LLC and the Authority, and to authorize the President to execute same.

NINTH AMENDMENT TO
LEASE AND CONCESSION AGREEMENT

This NINTH AMENDMENT TO LEASE AND CONCESSION AGREEMENT (this "Ninth Amendment") is dated as of November 15. 2019 and is entered into by and between the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale and Pasadena. California. pursuant to the California Joint Exercise of Powers Act ("Lessor"), and MCS BURBANK, LLC, a Nevada limited liability company ("Concessionaire").

RECITALS

A. Lessor and Concessionaire entered into a Lease and Concession Agreement dated December 31. 2000. a First Amendment dated October 15. 2001. a Second Amendment dated September 2. 2003. a Third Amendment dated November 5. 2012. a Fourth Amendment dated May 5, 2014. a Fifth Amendment to Lease and Concession Agreement dated February 2. 2015. a Sixth Amendment to Lease and Concession Agreement dated September 6. 2016.a Seventh Amendment to Lease and Concession Agreement dated October 2. 2017 and an Eighth Amendment to Lease and Concession Agreement dated March 19. 2018 (the "Agreement"). pursuant to which Concessionaire was granted a food and beverage sales concession at locations within the air passenger terminal of the Burbank-Glendale-Pasadena Airport ("Airport").

B. Lessor and Concessionaire desire to amend the Agreement to add one area of space to the Premises.

THEREFORE. the parties hereto agree as follows:

1. Defined Terms. Unless this Ninth Amendment provide otherwise, capitalized terms used herein shall have the meanings set forth in the Agreement.

2. Premises. As of November 15. 2019. the area shown on Exhibit "A" shall be added to Premises. and all references to the "Premises" in the Agreement shall include such area.

3. Minimum Annual Privilege Fee: Minimum Annual Guarantee. Section 7.1.1 of the Agreement is hereby amended as of November 15. 2019 to read in full as follows:

> "7.1.1 Minimum Annual Guarantee: Annual Adjustment. The Minimum Annual Guarantee shall be One Million Two Hundred Thirty-Nine Thousand and Three Hundred Thirty and 68/100 Dollars ($1.239.330.68). Beginning on January 1. 2020. and on each January 1 thereafter during the remainder of the Term ("Adjustment Date"). the Minimum Annual Guarantee shall be increased (an "Adjustment") in proportion to the percentage increase. if any. in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for all Urban Consumers – all items (base years 1982-1984 = 100) for Los Angeles – Riverside – Orange County, CA (SMSA) ("Index") for the month of December immediately preceding the Adjustment Date as compared to the Index for the month of December in the immediately preceding calendar

year, provided that, in no event shall any Adjustment be greater than three percent (3%) of the amount of the Minimum Annual Guarantee immediately preceding such Adjustment. Lessor shall calculate the amount of increase in the Minimum Annual Guarantee after United States Department of Labor publishes the applicable December Index and shall give Concessionaire notice of the amount of the increase. Concessionaire shall continue to pay installments of the unadjusted Minimum Annual Guarantee until Lessor notified Concessionaire of the amount of increase. Concessionaire shall pay the amount of the increase in the Minimum Annual Guarantee, multiplied by the number of installments coming due since the Adjustment Date, with the installment of Minimum Annual Guarantee next coming due under this Agreement, and shall thereafter pay the installments of Minimum Annual Guarantee due under this Agreement at such increased rate. If the Index referred to in this section is changed, discontinued, or revised during the Term, Lessor shall use the available Consumer Price Index published by the United States Department of Labor that obtains substantially the same result provided by the Index referred to herein."

4. Other Payments/Rent. As of November 15. 2019, Section 7.2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Rental Payments. In addition to the amounts payable under Subsection 7.1, during the remaining Term of this Agreement, monthly in advance (but prorated for November 15-30, with the payment for that period being due on November 15), without deduction or offset, the Concessionaire shall pay to the Lessor as monthly Premises rent ("Rental Payment") the monthly amount of Twenty Four Thousand Four Hundred Seventeen and 05/100 Dollars ($24,417.05)."

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

LESSOR:

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY, a public entity

By: _____
Print Name: _____
Title: _____

CONCESSIONAIRE:

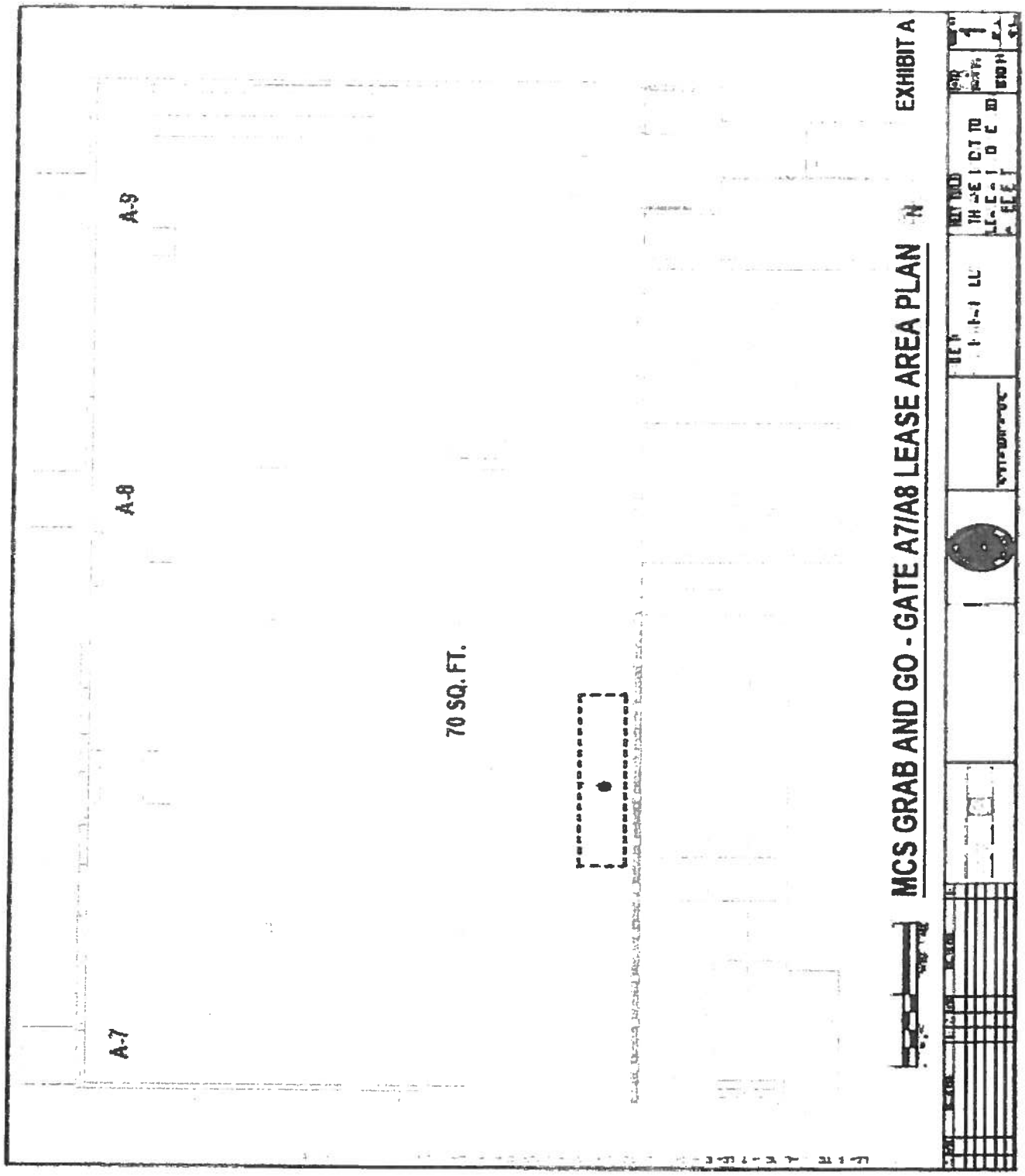
MCS BURBANK, LLC.
a Nevada limited liability company

By: Yamara Mora
Print Name: Yamara Mora
Title: PRESIDENT

EXHIBIT "A"

SPACE ADDED AS OF NOVEMBER 15, 2019

(Attached.)



STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 4, 2019

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT MEMORANDUM OF UNDERSTANDING; HOLLYWOOD BURBANK AIRPORT AIR QUALITY IMPROVEMENT PLAN

SUMMARY

At the October 21, 2019, meeting of the Legal, Government and Environmental Affairs Committee ("Committee"), the Committee voted unanimously (3–0) to recommend the Commission approve a voluntary Memorandum of Understanding ("MOU") with the South Coast Air Quality Management District ("SCAQMD") and to approve an Air Quality Improvement Plan ("AQIP") to minimize and reduce air emissions related to non-aircraft mobile source activities at the Airport.

BACKGROUND

The 2016 Air Quality Management Plan ("AQMP") is the latest regional blue-print for achieving federal and state air quality standards in the South Coast Air Basin ("Basin"). Included in the 2016 AQMP is control measure MOB-04, which addresses emission reductions at commercial airports. This control measure is intended to help achieve the emission reductions attributed to California Air Resources Board's further deployment of cleaner technology measures by reducing emissions from these facilities through SCAQMD's actions (e.g., indirect source rules or other programs). Following the adoption of the 2016 AQMP, SCAQMD staff collaborated with the Authority and certain other airport operators in the Basin (i.e., Long Beach Airport, Ontario International Airport, John Wayne International Airport, and Los Angeles International Airport) to develop a voluntary MOU approach for commercial airports based on the development of voluntary AQIPs for non-aircraft emissions. Aircraft emissions are not a part of the MOUs and AQIPs as aircraft operations are under federal jurisdiction.

Over the past year, SCAQMD staff held four working group meetings and many individual collaboration meetings with the Basin airports. All Basin airports collaborated with the airlines and Airlines for America (organization that advocates for the U.S. airline industry) on data sharing and the AQIP policy development. While each airport has tailored its AQIP to address its individual needs, many common programs have been developed. These programs include 1) ground support emissions reduction programs, 2) clean construction policies, 3) converting airport-owned fleet to electric and/or super low emission vehicles, and 4) commitments to increasing electric vehicle charging infrastructure at airport campuses. As part of this collaboration effort, all Basin airports provided draft AQIPs, proposed emission reduction measures and initiatives, draft MOUs, and preliminary emission inventory data, including 2017 baseline emissions, emission forecasts in 2023 and 2031 under business as usual and AQIP implementation scenarios.

SCAQMD anticipates a modest reduction in NOx emissions, approximately 0.52 tons per day in 2023 and an additional 0.38 tons per day in 2031,based on all AQIP measures for all Basin airports. While these emission reductions are modest, SCAQMD also recognizes other measures will result in emission reductions that may not be easily quantifiable or State Implementation Plan ("SIP") creditable.

Hollywood Burbank Airport Air Quality Improvement Plan (AQIP)

Staff, working with Trifiletti Consulting, Inc. and CDM Smith ("Trifiletti"), developed a comprehensive AQIP that represents a wholistic plan to reduce emissions from non-aircraft mobile sources related to airport operations. The AQIP demonstrates the Authority's long commitment to air quality emissions reduction and sustainability, which is reflected in the Airport's operations and development plans, and which is now being documented in the AQIP (Exhibit B). The AQIP includes measures for clean fleet programs, covering a ground support equipment ("GSE") emissions policy, clean construction policy, airport clean fleet policy and zero-emission bus program, electric vehicle charging infrastructure program, various trip reduction programs, such as the participation in the Burbank Transportation Management Organization and BUR Metrolink Shuttle Program, as well as sustainable design and construction projects.

Memorandum of Understanding

Trifiletti also helped Staff develop a MOU framework consistent with other Basin airports' voluntary agreements with SCAQMD. Staff recommends the adoption of the voluntary MOU (Exhibit B) between the Authority and SCAQMD, which establishes specific responsibilities and commitments for each party. The purpose of the MOU is to quantify the emission reduction benefits associated with the implementation of the AQIP strategies at the Airport to provide SIP credits to SCAQMD. The MOU includes a schedule for two eligible SIP creditable measures (ground support equipment policy and airport shuttle program) which specify the metrics and performance targets and timeline for implementation. Under the MOU, the Authority is committing to implement these eligible SIP creditable measures and to achieve the performance targets in these measures. The Authority is also committing to provide annual reports to SCAQMD, by June 1st of each year beginning in 2021 and through the end of MOU term in 2032, on the implementation of these measures, including the detailed equipment/vehicle data and emissions inventories with supporting methodology and calculations for emission benefits.

As part of the MOU, SCAQMD commits to quantify the corresponding SIP emission reductions associated with the two measures and to make an enforceable commitment for these reductions to the United States Environmental Protection Agency ("EPA") for inclusion into the SIP. Based on the annual reports submitted by the airports, SCAQMD will also quantify the actual emission reductions for these measures for the attainment milestone years (2023, 2031) and prepare and submit the necessary documentation to EPA for tracking these reductions. SCAQMD also commits to ensure that the relevant data including the AQIPs, MOUs, annual reports submitted by the Basin airports, and SCAQMD's reports to EPA are accessible to the public. In the event that the actual emission reductions from the implementation of the two measures specified in the MOU are less than the projected emission reduction benefits, SCAQMD will be responsible for achieving the reduction shortfall.

FINAL CLARIFICATIONS/REVISIONS TO MOU AND AQIP

On October 21, 2019, the MOU and AQIP were presented to the Authority's Legal, Government and Environmental Affairs Committee. Staff acknowledged that some minor clarifications and revisions to the MOU were under negotiation with the SCAQMD and airline stakeholders on the following issues: (1) tracking of GSE that may be retired as a result of various MOU and AQIP

Programs, and (2) how the annual GSE activity data would be reported to the airports by the airlines. The MOU has been updated to reflect the agreed-upon approach between the stakeholders. Additionally, the MOU and AQIP have further clarified that the commitment to clean shuttle buses applies also to airport contracted bus fleet, recognizing that the Airport does not own and operate their bus fleet directly. Lastly, while the GSE Targets remain the same, the targets were converted to NOx-only targets instead of NOx-plus-HC, at the request of the SCAQMD.1

FUNDING

At the time the FY 2020 budget was being developed, the potential cost and timing impacts of SCAQMD's required actions could not be fully estimated and no appropriations were included in the current year budget. The costs to be incurred during the fiscal year are anticipated to be de minimis. It should be noted however, that the AQIP includes voluntary measures that are subject to funding availability, sufficient infrastructure, economic reasonableness, technical feasibility, and stakeholder buy-in. In addition to Authority funds, the Authority is able to seek funding through federal, state, and local programs, including but not limited to the FAA's Voluntary Airport Low Emissions Program and other similar programs, which require emissions reductions achieved through such programs to be voluntary in nature and exceed existing obligations to achieve emissions reductions.

CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")

This MOU is a project that has been determined to not have a significant effect on the environment and which, is therefore, exempt from the provisions of the CEQA because it is an action taken by a regulatory agency, as authorized by state of local ordinance, to assure the maintenance, restoration, enhancement or protection of the environment (CEQA Guidelines Section 15308), and includes basic data collection, research, experimental management and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource (CEQA Guidelines Section 15306). In addition, the final Environmental Impact Report for the Replacement Passenger Terminal at the Airport (State Clearinghouse Number 2015121095) is previously certified by the Authority on July 11, 2016, and reflects the independent judgment of the Authority and satisfies the requirements of CEQA for the sustainable design and construction program and trip reduction measures in the AQIP.

RECOMMENDATION

At the October 21, 2019, meeting of the Legal, Government and Environmental Affairs Committee ("Committee"), the Committee voted unanimously (3–0) to recommend the Commission approve the MOU and the accompanying AQIP for the Airport.

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1. The GSE Targets were converted as follows: 2023 AQIP Target: 1.66 g/bhp-hr NOx is equivalent to 1.92 g/bhp-hr NOx+HC) and 2031 AQIP Target: 0.74 g/bhp-hr NOx is equivalent to 0.82 g/bhp-hr NOx+HC).

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING BETWEEN
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT AND
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
REGARDING HOLLYWOOD BURBANK AIRPORT'S AIR QUALITY IMPROVEMENT PLAN**

This Memorandum of Understanding ("MOU") is entered into by South Coast Air Quality Management District ("South Coast AQMD"), acting by and through its Governing Board, and the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a joint powers agency, in its capacity as the proprietor and certificated operator of the Bob Hope Airport, commonly known as Hollywood Burbank ("BUR" or "Airport"). The Authority and South Coast AQMD shall be referred to collectively as Parties (each a Party) to this MOU.

I. RECITALS

A. RECITALS BY SOUTH COAST AQMD

1. Air Regulatory Agencies. Air pollution remains a significant public health concern in many parts of California, and specifically in the South Coast Air Basin (Basin). South Coast AQMD, California Air Resources Board (CARB), and the United States Environmental Protection Agency (USEPA) are the regional, state, and federal regulatory agencies, respectively, with jurisdiction over air quality in the Basin. South Coast AQMD and CARB have developed and approved the 2016 Air Quality Management Plan (AQMP) for the Basin for incorporation into the California State Implementation Plan (SIP). The 2016 AQMP has been submitted to USEPA and was approved on October 1, 2019.

2. South Coast AQMD. South Coast AQMD is the regional air pollution control agency primarily responsible for reducing air pollution in the Basin, which consists of the County of Orange, and the non-desert portions of the Counties of Los Angeles, Riverside, and San Bernardino. BUR is located within the Basin.

3. Need for Emission Reductions. The Basin is classified as an extreme non-attainment area for the 1997 and 2008 8-hour ozone national ambient air quality standards (NAAQS) with statutory deadlines to reach attainment by 2023 and 2031, respectively. Despite significant air quality improvements achieved over the last several decades, to meet these standards, emissions of oxides of nitrogen (NOx) must be reduced by 45% in 2023 and 55% in 2031 as outlined in the 2016 AQMP, adopted by South Coast AQMD Governing Board in March 2017. The 2016 AQMP included Control Measure MOB-04 (Emission Reductions at Commercial Airports), with the goal of achieving emission reductions from commercial airports through implementation of voluntary airport strategies.

4. Emissions from Sources at Commercial Airports. Emissions associated with operations at commercial airports contribute to adverse air quality in the Basin, primarily due to airport-related mobile source activities. These sources include aircraft, cargo trucks, ground support equipment (GSE), off-road vehicles, shuttle buses, and passenger vehicles. Therefore, NOx emission reductions from commercial airports can assist with the effort to attain the ozone standards in 2023 and 2031.

B. RECITALS BY THE AUTHORITY

1. Airport. The Authority is the proprietor and certificated operator of BUR.

2. Airport Obligations. The Authority has entered into this MOU pursuant to its proprietary and governmental powers and authority under the State Aeronautics Act (California Public Utilities Code Sections 21001, et seq.).

3. Management and Operation. The Air Quality Improvement Plan (AQIP) and this MOU reflect the experience of the Authority in the management and operation of the Airport including extensive experience with the federal government, commercial aviation operators, general aviation operators and suppliers, the community, local public entities, and the residents of areas in the general vicinity of BUR.

4. Responsibility to Community. The MOU supports and is made in recognition of the importance of BUR to the economic health and well-being of the community surrounding BUR and the importance of balancing the needs of the community for adequate commercial air transportation facilities with environmentally responsible air transportation operations at BUR.

5. Statement of Intent. The Authority's consideration of the matters and issues referred to in this MOU is not intended as a statement that such matters and issues are the only ones considered by the Authority in connection with the formulation of the AQIP and this MOU. Rather this MOU reflects consideration by the Authority of all of its state and federal obligations and responsibilities as the proprietor of the Airport and addresses only those emission sources that the Airport believes it can reasonably affect.

6. Air Quality Improvement Plan (AQIP). The Authority has developed its own voluntary AQIP, with technical support provided by South Coast AQMD. The AQIP represents the Authority's best efforts to develop programs and strategies for reducing NOx emissions from airport mobile source operations based on its existing authority over airport emission sources. The AQIP includes specific initiatives and measures for certain non-aircraft emission sources operating at the Airport.

7. Emissions Inventory - The BUR AQIP includes the 2017 base year emissions inventory and 2023 and 2031 business as usual emissions forecasts as well as the 2023 and 2031 forecasts that include the projected estimates of emissions benefits from voluntary airport AQIP measures with quantifiable emission reductions. The AQIP provides an emissions inventory only for non-aircraft airport sources for which the AQIP includes specific voluntary airport measures and initiatives (i.e., ground support equipment, fuel/delivery trucks, on-road and off-road airport fleet vehicles, shuttle buses, and passenger transportation). The Authority has provided the AQIP with supporting calculations to South Coast AQMD.

C. JOINT RECITALS

1. Purpose of MOU

The purpose of this MOU is to set forth how the Parties, consistent with their respective legal authorities, intend to quantify the emission reduction benefits in the Basin through the implementation of the voluntary airport strategies developed by the Authority under the AQIP and MOU, and adopted by the Authority on _____. Attachment A, "MOU Schedules," sets forth the specific voluntary airport AQIP measures that are subject to the MOU. This MOU does not create SIP creditable reductions; rather, it identifies specific voluntary airport AQIP measures and provides the means for South Coast AQMD to quantify the emission reductions from these voluntary airport AQIP measures to obtain SIP credits. The MOU is not intended to limit Airport growth. A central objective of the AQIP and MOU is to generate NOx reductions, and corresponding reductions of associated pollutants from non-aircraft airport mobile sources.

a. MOU Schedules 1 and 2, specified in Attachment A, establish metrics for quantification of emission benefits associated with implementation of voluntary airport AQIP measures for each emission source category consistent with the 2023 and 2031 dates for attainment of the ozone standards.

b. The Parties agree the MOU does not: (1) Establish an emissions cap or any other facility-wide limit for NOx, or any other pollutant; (2) Obligate the Airport to provide a facility-wide inventory of NOx or VOC emissions; however, the Parties agree to continue to work together in developing inventories of airport emission sources to support the development of future AQMPs outside of the AQIP/MOU process; or (3) Limit the Authority's ability to seek incentive or grant funding through federal, State and local programs, including but not limited to the FAA Voluntary

Airport Low Emissions (VALE) program and other similar programs, which require emissions reductions achieved through such programs to be voluntary in nature and exceed existing obligations to achieve emissions reductions.

c. The emission reduction benefits from the voluntary airport AQIP measures in Attachment A may be used by South Coast AQMD to obtain SIP credit to the extent the emission reduction benefits quantified by South Coast AQMD for these measures satisfy USEPA's integrity elements (i.e., the emission reductions are quantifiable, surplus, permanent, and enforceable). South Coast AQMD may seek SIP credit for the quantified emission reductions through a separate SIP submittal.

d. The Parties agree that South Coast AQMD, and not the Authority, will rectify any shortfall in prospective emission reductions from the voluntary airport AQIP measures specified in Attachment A.

e. The Parties specifically disavow any desire or intention to create any third-party beneficiary under this MOU, and specifically declare that no person or entity shall have any remedy or right of enforcement.

2. MOU Public Process

a. Following the adoption of the 2016 AQMP, South Coast AQMD staff held a series of public working group meetings to solicit comments on implementing Control Measure MOB-04 for commercial airports. Based on input received during the public process, South Coast AQMD staff developed a recommendation for South Coast AQMD Governing Board for the development of an MOU with the commercial airports. In the event that the MOU approach with the airports was not successful, staff also recommended consideration of a regulatory approach for reducing emissions from commercial airports.

b. In May 2018, South Coast AQMD Governing Board approved staff's recommendation and directed staff to pursue an MOU approach with the commercial airports to implement 2016 AQMP Control Measure MOB-04.

c. South Coast AQMD staff has established an MOU Working Group (WG), consisting of representatives from South Coast AQMD, commercial airports (Los Angeles International Airport, John Wayne Airport, Ontario International Airport, Hollywood Burbank Airport, and Long Beach Airport), CARB, USEPA, environmental organizations, labor, freight industry, airlines, other stakeholders, and the public to solicit comments on the MOU development. South Coast AQMD staff will also monitor the

implementation of this MOU and provide reports to USEPA. In addition, South Coast AQMD may utilize other well-established means of communication, including South Coast AQMD website, Subscribers lists, and Governing Board and Committee meetings, for disseminating information concerning the status of MOU implementation.

d. The MOU is developed through the public process outlined above for consideration by South Coast AQMD Governing Board and the Authority Commission.

3. MOU Applicability. The MOU (1) addresses only those initiatives and measures included in the BUR AQIP identified in Attachment A, and (2) does not supersede rules that are established by USEPA or CARB, or legal, regulatory, or contractual obligations that the Airport is subject to such as U.S. Department of Transportation (USDOT) or Federal Aviation Administration (FAA) regulations; federal statutes, including the Anti-Head Tax Act (AHTA), the Federal Aviation Act, and the Airline Deregulation Act; international treaties; or the doctrines of federal preemption, the dormant Commerce Clause, and the Supremacy Clause.

   a. Excluded Sources. Nothing in the AQIP or this MOU is intended or shall be interpreted to regulate or otherwise apply to (1) any source that is not specifically identified as a AQIP Source in Attachment A, including aircraft, inclusive of Auxiliary Power Units (APUs), aircraft engines or any other aircraft parts or systems, or (2) the operation of any source that is not specifically identified as a AQIP Source in Attachment A, namely aircraft, inclusive of APUs, aircraft engines, or any other aircraft parts or systems, either in flight or on the ground, including while taxiing or parked at an aircraft gate, remain-overnight (RON) position, maintenance facility, or any other airport location, or (3) any and all activities associated with General Aviation (GA) operations including aircraft, GA related GSE and vehicles and equipment. For purposes of the AQIP and this MOU, GA is defined as all civil aviation operations *except*: operations by 14 C.F.R Part 121 commercial carriers and regularly scheduled air services.

II. NOW, THEREFORE, in consideration of the mutual interests and benefits of all Parties to be derived from emissions reductions of NOx, and corresponding anticipated reductions to other pollutants, including VOC and PM, resulting from the implementation of the strategies identified in the voluntary AQIP, the Parties hereto agree as follows:

A. <u>AUTHORITY'S RESPONSIBILITIES</u>

The Authority agrees to take the following actions:

1. AQIP Implementation. Implement AQIP voluntary airport measures identified in Attachment A, Schedules 1 and 2.

2. Monitoring and Reporting. Monitor the implementation of voluntary airport AQIP measures and provide data and annual emissions inventory reports to South Coast AQMD as described in Attachment A, Schedules 1 and 2.

3. Incentives. Provide monetary or non-monetary incentives for non-aircraft airport mobile sources to the extent possible and as included in the AQIP. Nothing in this MOU requires the Airport to provide incentives.

4. Funding. Support grant funding efforts with potential funding sources that may provide funding for the voluntary airport AQIP measures, at the Authority's discretion.

B. SOUTH COAST AQMD'S RESPONSIBILITIES

South Coast AQMD agrees to take the following actions:

1. Technical Analyses for SIP Credit from AQIP emission reductions. South Coast AQMD will provide the necessary documentation and technical analysis with respect to the calculation of the emission reductions benefits attributable to the voluntary airport AQIP measures identified in Attachment A. This would include, but not be limited to, an analysis of the AQMP/SIP baseline for affected airport sources, emission reductions achieved through AQIP measures in Attachment A based on the AQIP inventories, and an estimation of emissions reductions benefits and corresponding SIP credits. Factors to be considered for purposes of calculating the emission reductions benefits attributable to the voluntary airport AQIP measures in Attachment A shall include, but not be limited to: growth forecasts from the airports, implementation schedules for voluntary airport AQIP measures, the availability of funding for relevant incentives programs, and the technical and economic feasibility of specific voluntary airport AQIP measures.

2. Federal Enforceability. To the extent necessary to obtain SIP approval, South Coast AQMD will provide federally enforceable commitments in a SIP update document that is separate from this MOU to USEPA after approval by the South Coast AQMD and the CARB Boards. South Coast AQMD will monitor, assess, and report emission reductions benefits from the voluntary airport AQIP measures identified in Attachment A to USEPA.

3. Responsibility for Shortfall. South Coast AQMD shall be solely responsible to make up any emissions reduction shortfalls that may occur in the event that the actual voluntary airport AQIP emissions reduction benefits do not achieve the estimated emissions reduction benefits projected for implementation of the voluntary airport AQIP measures specified in Attachment A. South Coast

AQMD will also commit to adopt and submit substitute measures to USEPA to remedy any potential emission reduction shortfall associated with implementation of the AQIP measures identified in Attachment A. The Authority shall have no obligation(s) and/or requirement(s) to implement any substitute measures to remedy any potential emission reduction shortfall associated with implementation of the AQIP measures identified in Attachment A, unless otherwise mutually agreed on by both Parties. Notwithstanding the above, the Authority and South Coast AQMD agree that, in the event that the actual emission reductions associated with implementation of voluntary AQIP measures in Attachment A are less than the emissions reduction benefits projected for implementation of these voluntary AQIP measures, the Authority and South Coast AQMD will work together to consider potential new or enhanced programs, or better efforts to quantify existing programs, to help South Coast AQMD address any shortfalls.

4. Funding. South Coast AQMD, at its Governing Board's discretion, will support grant funding efforts with potential funding sources that may provide funding for the voluntary airport AQIP measures.

5. Monitoring. South Coast AQMD will monitor and assess the implementation of SIP creditable AQIP measures based on information provided by the Authority as outlined in Schedules 1 and 2 in Attachment A.

6. Information Sharing. South Coast AQMD will provide the means for ensuring that emission reduction data and other pertinent information related to the implementation of SIP creditable AQIP measures are fully accessible to the public and USEPA.

C. MOU SCHEDULES

The voluntary airport AQIP measures for which South Coast AQMD may quantify emission reductions and seek SIP credit through a separate SIP submittal are identified in Schedules 1 and 2 in Attachment A and are incorporated as part of this MOU:

1. MOU SCHEDULE NO. 1 - GROUND SUPPORT EQUIPMENT
2. MOU SCHEDULE NO. 2 – ZERO-EMISSION SHUTTLE BUS PROGRAM

Each Schedule focuses on the voluntary airport AQIP measure and time frame aligned with the AQMP and SIP emission reduction target dates (i.e., 2023 and 2031), and includes technical details pertinent to the equipment category such as:

- Metrics or performance targets
- Schedule for program implementation

- Annual reporting by the Authority to South Coast AQMD

Variations in the nature of information and data needed for each of the source measures may be addressed with focused and adaptive revisions to the individual equipment category schedules and may be revised by mutual agreement of the Parties without modifying this MOU.

D. TERM OF MOU. This MOU shall be in full force and in effect when signed by all Parties following their respective required authorization processes. The initial term of this MOU shall expire on December 31, 2031 unless terminated earlier pursuant to Section II.E, below. Prior to expiration of this MOU, all Parties agree to meet to evaluate the need for continuing participation. If all Parties agree that continuing participation is desirable, they shall negotiate for their respective Boards' approval, a written extension of the term of this MOU, and any applicable additional MOU Schedules.

E. WITHDRAWAL AND EARLY TERMINATION. If any Party to this MOU determines that it wishes to no longer be a party to this MOU, then the Party shall provide notice to the other Party at least ninety (90) days in advance of the specified date of termination of the MOU. The Parties commit to work together to resolve any issues and to negotiate an updated MOU at least thirty (30) days in advance of the specified date of termination of the MOU. If the Parties are unable to reach agreement, the MOU shall terminate on the date specified in the notification.

F. ENFORCEABILITY. The Parties agree to implement the provisions in the MOU. The Parties agree that implementation of the measures specified in Attachment A is not to be construed as a regulation or requirement of South Coast AQMD. In the event that any party fails to meet its commitment(s) or anticipates an inability to meet its commitment(s), the Party shall provide notice to the other Party within sixty (60) days of such determination and seek to negotiate a mutually agreeable solution within ninety (90) days of the date of the Notice. The Parties shall continue to comply with all other commitments under this MOU during the negotiations. Nothing contained in this paragraph is intended to limit any rights or remedies that the Parties may have under law. The Parties shall attempt in good faith to resolve any controversy that may arise out of or relating to this MOU. If a controversy or claim should arise that cannot be resolved informally by the respective staffs, executive level representatives of the Parties will meet at least once in person and, in addition, at least once in person or by telephone to attempt to resolve the matter. The Representatives will make every effort to meet as soon as reasonably possible at a mutually agreed time and place.

G. NOTICES. All notices that are required under this MOU shall be provided in the manner set forth herein, unless specified otherwise. Notice to a Party shall be delivered to the attention of the person listed below, or to such other person or

persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by U.S. Certified Mail, Return Receipt Requested, or a nationally recognized overnight courier service. Notice shall be deemed to be received when delivered (written receipt of delivery).

South Coast AQMD:	South Coast Air Quality Management District 21865 Copley Drive Diamond Bar, CA 91765-4178 Attn: Assistant Deputy Executive Officer - Planning, Rule Development & Area Sources
Authority:	Hollywood Burbank Airport 2627 N. Hollywood Way Burbank, CA 91505
Attn:	John Hatanaka, Senior Deputy Executive Director

H. AVAILABLE FUNDING. Each Party shall be responsible for its respective costs associated with this MOU and acknowledges that the commitments contained herein by the other Party are subject to the availability of appropriated funds. No Party will submit a claim for compensation to the other Party, or otherwise seek reimbursement of costs from the other Party, for activities carried out pursuant to this MOU.

I. FUTURE AGREEMENTS. This MOU does not restrict any future agreements between the Parties with respect to the subject matter stated herein or any other subject matter.

J. JOINT WORK PRODUCT. This MOU shall not be construed against the Party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all Parties had jointly prepared this MOU and it shall be deemed their joint work product.

K. RECITALS. Each of the Recitals is incorporated into this MOU.

L. ENTIRE UNDERSTANDING. This MOU, including all attachments, constitutes the entire understanding between the Parties and supersedes all other agreements, oral or written, with respect to the subject matter herein. This MOU shall not be amended except in writing, signed by the Parties which expressly refers to this MOU.

M. VENUE. This MOU shall be construed and interpreted, and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this MOU shall be Los Angeles County, California, USA.

N. SEVERABILITY. If a court of competent jurisdiction holds any provision of this MOU to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

O. ATTORNEYS' FEES. In the event any action is filed in connection with the enforcement or interpretation of this MOU, each Party shall bear its own attorneys' fees and costs.

P. AUTHORITY. Except as expressly stated herein, nothing in this MOU shall be construed as a waiver of any Party's discretionary authority or deemed to restrict authority granted to any Party under law in any way with respect to future legislative, administrative, or other actions.

Q. VOLUNTARY AQIP. The Parties agree that the Airport's AQIP measures in Attachment A are voluntary and are not to be construed as a regulation or requirement of South Coast AQMD.

R. MOU Modification. This MOU may be subsequently modified at any time but no modification shall be valid or binding unless made in writing and signed by authorized representatives of both Parties.

S. COUNTERPARTS. The signature pages of this MOU are being executed in counterparts by authorized signatories of the Parties following the approvals by their respective public agency governing boards. When both Parties have signed, all executed counterparts taken together shall constitute one and the same instrument.

T. AUTHORIZED SIGNATURES. Each signatory of this MOU represents that s/he is authorized to execute on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this MOU and to perform all obligations under this MOU.

U. NO ENFORCEMENT AGAINST THIRD PARTIES. South Coast AQMD shall not seek to enforce the measures and new initiatives specified in Attachment A or any of the measures or new initiatives in the AQIP or any of its terms against BUR's tenants, concessionaries, third party licensees, vendor, or other relevant operators doing business at BUR facilities.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

By _____
Name: Dr. William Burke
Title: Chairman, South Coast Governing Board

Date: _____, 20___

Attest _____
Name:
Title:

APPROVED AS TO FORM:

Date: _____, 20___
BAYRON T. GILCHRIST,
General Counsel

By _____
Name:
Title:

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

By_____
Name: Ray Adams
Title: President

Date:_____, 20__

Attest: _____
Name: Vartan Gharpetian
Title: Secretary

APPROVED AS TO FORM:

By: _____
Name: Terence R. Boga
Title: General Counsel

Date: _____, 20___

ATTACHMENT A

MOU SCHEDULE NO. 1 – GROUND SUPPORT EQUIPMENT

This MOU Schedule No. 1 is based on the Authority's AQIP measure for ground support equipment2.

I. PROGRAM DESCRIPTION – Require that all ground support equipment associated with commercial operations achieve fleet average of NOx emission factors of 1.66 and 0.74 g/bhp-hr by January 1 of 2023 and 2031, respectively.

II. PROGRAM TIMEFRAME - Upon execution through 2032.

III. AIRPORT OBLIGATIONS – The Authority agrees to:

A. Implement the measure by working with airport tenants to achieve the above performance targets by the specified dates through accelerated turnover to cleaner equipment. Airport shall have complete discretion as to mechanisms used to implement this measure. Such mechanisms may include leases, licenses, operational requirements, or other agreements.

B. Beginning in 2021, and every year thereafter through 2032, provide the following information to South Coast AQMD on an annual basis by June 1 for each preceding calendar year:

1. List of ground support equipment as provided by airlines operating at BUR with the following information:

a. Equipment ID
b. Equipment type
c. Fuel type
d. Engine model year
e. Power rating (hp or kW)
f. Engine tier level (for diesel engines)
g. Annual activity data for non-zero emission equipment that is sufficient to determine emission reductions at a reasonable level of accuracy (i.e., actual operating hours from hour meter readings/maintenance records, average operating hours representative of equipment type and airport, or average operating hours by equipment/fuel type from CARB's OFFROAD model, if applicable)

2 Ground Support Equipment or "GSE" is any vehicle or equipment used to support aircraft operations that is subject to, or included in compliance plans to meet, the requirements of the California Air Resources Board (CARB) In-Use Off-Road Diesel (ORD) Vehicle Regulation Program, CARB Off-Road Large Spark-Ignition (LSI) Engine Fleet Requirements Regulation Program, or CARB Portable Equipment Registration Program and associated Portable Diesel Engine Airborne Toxic Control Measure. Furthermore, GSE as defined here only includes equipment that is not subject to compliance with SCAQMD Rule XX – RECLAIM, or included in a mobile source emission reduction credit program under SCAQMD Rule XVI.

2. For non-zero emission ground support equipment subject to this GSE measure, information regarding the sale or retirement of equipment available through CARB's DOORS system and, for pre-Tier 4 diesel, pre-2010 gasoline, or pre-2010 LPG ground support equipment relocated from BUR to another airport within the South Coast Air Basin, identify: a) the airport to which equipment is relocated, b) date of relocation, and c) estimated projected usage hours.

3. An annual emission inventory for all ground support equipment associated with commercial operations at BUR, including methodology and calculations.

IV. SOUTH COAST AQMD OBLIGATIONS – South Coast AQMD agrees to:

A. Verify emission reductions from the implementation of this AQIP measure in order to determine actual emission reductions.

B. Ensure that any emission reduction data related to this AQIP measure and other pertinent information are accessible to the public and USEPA.

MOU SCHEDULE NO. 2 –ZERO-EMISSION SHUTTLE BUS PROGRAM

This MOU Schedule No. 2 is based on the Authority's AQIP SIP creditable measure for zero-emission buses at BUR.

I. PROGRAM DESCRIPTION –Replace 50% and 100% of BUR-owned and operated or BUR airport contracted buses with electric buses by January 1 of 2023 and 2031, respectively.

II. PROGRAM TIMEFRAME - Upon execution through 2032.

III. AIRPORT OBLIGATIONS – The Authority agrees to:

A. Replace or require shuttle buses to meet the specified targets.

B. Beginning in 2021, provide the following information to South Coast AQMD on an annual basis by June 1 for each preceding calendar year:

1. List of shuttle buses operating at BUR with the following information:

a. Vehicle Identification Number
b. Vehicle model year
c. Gross Vehicle Weight Rating
d. Fuel type
e. Odometer reading
f. Annual vehicle miles travelled

2. An emission inventory for shuttle buses, including methodology and calculations.

IV. SOUTH COAST AQMD OBLIGATIONS – South Coast AQMD agrees to:

A. Verify emission reductions from the implementation of this SIP creditable AQIP measure by the Authority in order to determine actual emission reductions.

B. Ensure that any emission reduction data related to this AQIP measure and other pertinent information are accessible to the public and USEPA.

EXHIBIT B

BUR AQIP Measures and Initiatives

CLEAN FLEET PROGRAMS

1. Ground Support Equipment Emissions Policy

Airlines and other entities own and operate GSE[3] to support arriving, departing, and parked aircraft at BUR. BUR will enact a GSE Policy to ensure that BUR achieves the airport wide GSE Emissions Targets. BUR will 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 NOx) by January 1, 2023, and 0.74 g/hp-h of NOx by January 1, 2031.

Upon achieving the 2023 and 2031 Emissions Targets, each GSE operator shall be required to ensure its fleet average continues to meet the BUR Emissions Targets. A GSE operator's "Burbank Airport GSE fleet" is comprised solely of GSE operated at BUR. Emissions performance of GSE operating at BUR cannot be averaged with emissions performance of GSE operating at other airports to demonstrate compliance with the BUR GSE Emissions Targets.

BUR GSE Emissions Targets

- 1.66 g/hp-h of NOx by January 1, 2023.
- 0.74 g/hp-h of NOx by January 1, 2031.

Implementation Plan

The GSE operators are to maintain In-Use Off-Road Diesel (ORD), LSI, and Portable Engine Airborne Toxic Control Measure (ATCM) data as required by CARB regulations. "Low-Use" GSE may be excluded from GSE fleet average emission calculation. The criteria defining Low-Use GSE shall be based on the applicable program (i.e. ORD, LSI, ATCM). The CARB ORD compliance requirements set forth specific emissions targets and allow, in the event that an annual emissions target is not achieved by a fleet owner, alternative compliance strategies such as application of Best Available Control Technology (BACT) and vehicle "turnover" (i.e., vehicle retirement, conversion to "low- use," repowering, or rebuilding engines to comply with more stringent emission limits). BUR may adopt CARB alternative compliance strategies when evaluating a GSE operator's status and efforts towards achieving the 2023 and 2031 Emissions Targets.

To encourage and support the conversion to and/or use of alternative fuel low emissions GSE technology, BUR staff, in consultation with GSE operators, will analyze the extent to which additional infrastructure to support the use of alternative fuel low-emission

[3] Ground Support Equipment or "GSE" is any vehicle or equipment used to support aircraft operations that is subject to, or included in compliance plans to meet, the requirements of the CARB In-Use ORD Vehicle Regulation Program, CARB Off-Road LSI Engine Fleet Requirements Regulation Program, or CARB Portable Equipment Registration Program and associated Portable Diesel Engine ATCM. At BUR, the Airport, airlines and other entities own and operate GSE to support arriving, departing, and parked aircraft.

GSE technology is needed. Where appropriate and in consultation with GSE operators, BUR may make available such additional infrastructure. BUR acknowledges that some of the GSE operators have already installed electricity infrastructure and charging stations on their own and that some GSE operators may desire to use their own electricity infrastructure and charging stations or may be required as part of lease renewals to help upgrade such infrastructure.

Reporting/Monitoring and Enforcement

BUR, in consultation with the GSE operators, shall develop an agreed upon reporting approach, related rules and regulations, and lease and license agreements to carry out this policy.

2. Clean Construction Policy

For all Capital Improvement Projects (CIP) Projects, BUR will ensure contractor follow clean construction policies to reduce emissions of NOx such as using low-emission vehicles and equipment, recycling construction and demolition debris, and minimizing non- essential trips through better schedule coordination. By 2020, BUR will require all CIP contractors submit clean construction plans and comply with the following requirements:

- On-road medium-duty and larger diesel-powered trucks with a gross vehicle weight rating of at least 14,001 pounds shall comply with USEPA 2010 on-road emissions standards for PM10 and NOx. Contractor shall be required to utilize such on-road haul trucks or the next cleanest vehicle.
- All off-road diesel-powered construction equipment greater than 50 horsepower shall meet, at a minimum, USEPA Tier 4 (final) off-road emissions standards. Contractor shall be required to utilize Tier 4 (final) equipment or next cleanest equipment available.
- The on-road haul truck and off-road construction equipment requirements shall apply unless certain deemed infeasible by BUR, and contractor provides a written finding consistent with project contract requirements.
- All diesel-fueled equipment will be outfitted with best available emissions control devices where technologically feasible; applies to off-road equipment (such as construction machinery), diesel-fueled on-road vehicles (such as trucks), and stationary diesel-fueled engines (such as electric generators).
- Contractor shall utilize grid-based electric power at the construction site where feasible. If diesel- or gasoline-fueled generators are necessary, generators using "clean burning diesel" fuel and exhaust emission controls shall be utilized.
- Rock-crushing operations and construction material stockpiles shall be located away from airport adjacent residents.

- Contractor shall designate a person or persons to monitor construction-related measure through direct inspections, record reviews, and investigations of complaints.

Clean Construction Policy Targets

- 100% compliance with Clean Construction Policy and each contractor's fleet of construction vehicles and equipment achieving 90% Tier 4 Final and 10% Tier 4 Interim by 2023.
- 100% compliance with Clean Construction Policy and each contractor's fleet of construction vehicles and equipment achieving 100 % Tier 4 Final by 2031.

Reporting/Monitoring and Enforcement

Procurement documents will require compliance with BUR Clean Construction Policy. Each construction company shall submit a compliance plan for all above policies. Project manager will be required to monitor compliance during construction, and report compliance annually.

3. Airport-Owned/Contracted Clean Fleet

BUR is committed to operate and contract a clean vehicle fleet, and to secure emission reductions. The Clean Fleet Program Policy covers BUR-owned/contracted vehicles, except those used for safety purposes, such as police and fire vehicles.

The Clean Fleet Program Policy will require BUR to purchase new sedans powered by electricity. As vehicles are replaced with the new electric sedans, the percent of electric vehicles in BUR's light-duty vehicle fleet will increase with the objective being a 100% conversion by 2031. While there are no available all electric options for light duty trucks or mini-vans, BUR will explore zero-emission options for other light-duty vehicles, such as trucks and mini-vans.

BUR will convert all airport-owned/contracted medium or heavy-fleet to vehicles to be certified at SULEV or cleaner standards by January 2023. Beginning in Fall 2019, the Airport will purchase commercially available passenger car, light-duty truck, or medium-duty vehicles that are certified at ultra-low-emission standards (SULEV) or cleaner when adding or replacing a vehicle in its fleet.

The Clean Fleet Program Policy will also require that BUR, when purchasing or contracting for new buses providing transportation for guests traveling off airport and between airport parking and the passenger terminal, only purchases or contracts for buses powered by electricity. As the existing buses are replaced with the new electric buses, the percent of electric vehicles in BUR's bus fleet will increase with the objective being a 100% conversion.

Targets

- BUR will voluntarily increase purchase of EV Sedans, Medium and Heavy-Duty Vehicles, and commit that all new sedan purchases to be EV starting in 2021 and

convert all sedan fleets to be EV by 2023. BUR will voluntarily also increase the medium and heavy-duty fleets with the goal of achieving 50% EV by 2031.

- BUR will convert Airport Shuttle Bus Fleets to achieve 50% electric fleet by 2023, and 100% by 2031.

Reporting/Monitoring and Enforcement

BUR procurement specifications shall be consistent with the Clean Fleet Targets. BUR will identify new infrastructure and equipment needs to support the fleet conversion as part of the implementation of the Clean Fleet Program Policy. BUR will annually audit vehicle purchases and the recycling program to determine compliance with the policy. BUR will report compliance with this policy annually.

4. Electrical Charging Infrastructure

BUR will increase electric vehicle chargers in its existing and future parking structures and parking areas. This policy is designed to increase the electric vehicle trips by increasing the electrical vehicle charging operations.

Targets

- For all new parking structures constructed at BUR, BUR will voluntarily increase electrical charging infrastructure to achieve 5% of total parking inventory equipped with EV Charging infrastructure based on regulatory ability and available power capacity from the City of Burbank.
- BUR will voluntarily increase EV charging infrastructure for 5% of total parking inventory by 2031.

Reporting/Monitoring and Enforcement

BUR will monitor electrical vehicle use of the charging operations and determine an average daily number of vehicles that utilize the facilities. BUR will develop an Electric Vehicle Supply Equipment (EVSE) master plan including a building electrical capacity assessment and identify roles and responsibilities related to purchasing, installing, maintaining and replacing EV charging stations. BUR will analyze the utilization of the existing electrical charging facilities and estimate future needs by taking into consideration the increase in commercialization of electric vehicles and future visit times and lengths of stays and develop a policy for increasing electrical charging opportunities. BUR will determine the number of electrical charging parking spaces that need to be available, type and level of charging-equipment that needs to be offered, optimum location(s) of the charging stations, anticipated charging hours necessary, control of charging times to avoid adding load during high-peak periods (i.e., congestion charging, etc.), and future expansion.

BUR will explore grant funding to support EV infrastructure. BUR will collaborate with

external stakeholders in a regional response to EV infrastructure challenges, and will program supporting infrastructure for subsequent development.

TRIP REDUCTION PROGRAMS

5. The Regional Intermodal Transportation Center

BUR recently developed the Regional Intermodal Transportation Center (RITC) to provide a consolidated rental car facility, create a direct rail connection, include ground level bus station and a new parking structure. Metro Bus and Burbank Bus stop in the bus turn-around area on the ground level of the RITC. Additionally, Amtrak and Metrolink passengers stopping at the Burbank Airport-South Train Station are able to access the RITC via an Empire Avenue street crossing that leads straight to elevator and escalator access to the elevated walkway. The RITC eliminates the need for rental car shuttles and promotes transit by linking all these transportation networks into a centralized public transportation hub. It is estimated that the RITC saves rental car companies 700,000 annual trips within the Airport environs.

6. Burbank Airport Employee Ride Share Policy

BUR will join the Burbank Transportation Management Organization (BTMO), which will serve all Airport employees and all Airport tenant employers, including employers with less than 250 employees. BUR will also encourage Airport tenant employers to actively participate and join the BTMO as individual members as well.

Employee Trip Reduction Target

- BUR will continue to participate and join the BTMO and work to reduce employee trips through increased employee rideshare, transit use and alternative mode share, with the goal of increasing employee rideshare.

Reporting/Monitoring and Enforcement

In 2019, BUR will join the BTMO and encourage Airport tenant employers to join. BUR will work with the BTMO to determine existing average vehicle ridership (AVR) of Airport employees and participating Airport tenant employees to annually monitor the change in AVR for employees. BTMO will conduct annual reviews and help tailor employee trip reduction strategies, which may include 1) Metro's Guaranteed Ride Home, Employer Transit Pass, Vanpool and Online Ride-matching programs, 2) development of start-up subsidies for vanpools and vanpool riders, 3) participation in regional events such as Bike & Walk to Work Day and Rideshare Week, 4) custom on-site events, 5) bike commuting skills/ safety course taught by certified instructor, 6) Multi-modal Transportation Resource Fair, 7) 'Try Transit' Outings, 8) assistance with the League of American Bicyclists Bicycle Friendly Business application, 9) fully-stocked display of transit, bike and carpool resources for worksite, and 10) bi-weekly electronic updates on relevant construction, transit route and fare changes.

The BTMO will produce an annual report that summarizes BUR's employee travel

behavior, and BUR will consider additional tailored services by the BTMO to achieve BUR Employee Trip Reduction Targets.

7. Burbank-Metrolink Shuttle Connection Program

BUR encourages employees and air passengers to take the Metrolink train to and from the Airport. BUR is committed to continuing the BUR-Metrolink Shuttle Program, which includes the continuation of a pilot shuttle service to nearby Metrolink stations and on-demand shuttle services from the passenger terminal to Metrolink Stations. BUR will continue the marketing and public information dissemination to encourage increased train ridership, including the utilization of paid media, digital billboards, social and paid media, transit ads and direct mail. BUR will also work with Metrolink communications and support marketing of such services through airline partnerships, city business associations, visitor and convention bureaus.

Target

BUR will continue to provide Metrolink Shuttle Connections Programs to achieve increased transit ridership through 2023 and 2031.

Reporting/Monitoring and Enforcement

BUR will work with Los Angeles Metropolitan Transportation Authority and Metrolink to determine ridership to the Airport for applicable lines on an annual basis. BUR will continue its on-demand shuttle service program from the passenger terminal to Metrolink stations, utilize media to encourage increased train ridership to the Airport, and evaluate whether additional shuttle services will increase train ridership. BUR will report compliance with this policy annually.

SUSTAINABLE DESIGN PROGRAMS

8. BUR Replacement Terminal Project

To reduce overall airport operational emissions, BUR will design, build, and deliver the Replacement Terminal Project in an environmentally responsible and resource-efficient manner throughout the project's life cycle, from the initial design, construction, operation, and maintenance phases.

Target

BUR will develop a Sustainable Design Standard Policy for the Airport's Replacement Terminal Project, requiring the project to achieve LEED Silver certification or better, or the CalGreen equivalent of LEED Silver or better.

Reporting/Monitoring and Enforcement

BUR will include the Sustainable Design Policy requirements as part of its procurement for Replacement Terminal Project construction contracts. BUR will develop a LEED

monitoring checklist and assessment tool to ensure Replacement Terminal Project is constructed in accordance with LEED Silver standards at a minimum. At key construction phases the project manager shall be required to submit the monitoring forms to BUR for review and comment, and to ensure the project is constructed in accordance with LEED Silver standards. BUR will provide compliance reports upon completion of Replacement Terminal Project.

9. BUR Sustainable Hangar Project

BUR is home to the world's first solar powered, LEED Platinum rated airplane hangar. Hangar 25 received LEED Platinum certification, making it the most sustainable airline hangar in the world. Its solar powered roof system provides 110% of Hangar 25's energy needs for the maintenance of the aircraft and for electricity in the building's office areas. All hangar equipment including tow tractors, ground power units, boom and scissor lifts, forklifts, golf carts, boarding stairs, lavatory servicing units and ground air conditioning units are electrically powered. To avoid jet fuel consumption and to improve air quality, solar charging carts power the airplane. Several components in Hangar 25's structure reduce the demand for light fixture use during the day. Panels and windows absorb natural lighting, and the concrete floor, polished by diamonds instead of sealed by toxic epoxy finish, reflects the light. To meet water efficiency LEED standards, Hangar 25 operates with low-water plumbing fixtures, and its native desert landscaping demands little water. Other sustainable features include recycled building products, a Hi-Fog fire suppression system that uses water instead of chemicals to terminate fires, and seven enormous fans that cool the building during the day and circulate warm airflow at night.

Target

Hangar 25 is designed to generate 225kW of photovoltaic energy, generating 110 % of the hangar's energy needs.

Reporting/Monitoring and Enforcement

Since the hangar produces more energy than it uses, excess energy is sent to the Burbank power grid, providing clean energy for an estimated 50 homes. BUR will work with the Hangar 25 tenant to provide energy assessment reports, estimating the amount of clean energy produced annually.

10. RITC Solar Facility

The RITC's approximate 4-acre roof structure can accommodate an array of solar panels with peak capacity of 2,200 MWh. The RITC roof will integrate a mounted 2.0 million-watt photovoltaic system that will help achieve the LEED Gold certification and significantly reduces the burden on local utility companies. Burbank Water and Power (BWP) is responsible and permitted to install and operate these panels.

Target

Upon BWP's implementation of the solar panels at RITC, BUR will support BWP to operate at the greatest capacity accommodated for at the RITC to the extent feasible.

Reporting/Monitoring and Enforcement

Once BWP implements solar panels at the RITC, BUR will provide assessment reports estimating the amount of clean energy produced annually.

AQIP IMPLEMENTATION AND ASSESSMENT

BUR will lead the implementation of the initiatives and measures through its Planning & Development, and Environmental Affairs Department. The Airport Environmental Manager within that department will be responsible for coordinating the Airport's efforts for the initiatives and measures as described in this AQIP. The approach will be developed and refined on a case-by-case basis given the variety of Airport operations, tenants, and third parties that may be involved for each initiative and measure.

BUR will assess the progress of each initiative and measure on an annual basis. Information relative to each initiative and measure will be collected routinely to provide an annual assessment of progress towards the initiative or measure targets.

Summary of AQIP Benefits

AQIP Element	AQIP Targets 2023	AQIP Targets 2031	AQIP Metrics	NOx Emission Reductions (tpy) 2023	NOx Emission Reductions (tpy) 2031	Notes
Ground Support Equipment (GSE) Emissions Reduction Policy	1.66	0.74	Airport-wide HP-weighted g/bhp-hr NOx emission factor	0.7 tpy as compared to Business-As-Usual	8.7 tpy as compared to Business-As-Usual	N/A
Clean Construction	100 %	100%	Percent of construction equipment meeting at least Tier 4 Interim	1.55 tpy	N/A	A total of 5.53 tons of NOx is reduced throughout the Burbank AP Terminal Replacement project
Airport-Owned/Contracted Clean Fleet	94%	N/A	Percent of non-emergency airport-owned fleet vehicles to meet or exceed SULEV standards	0.04 tpy	N/A	N/A
Burbank-Metrolink Shuttle Connection Program	3%	6%	Percent shuttle ridership	0.33 tpy	0.21 tpy	N/A
Burbank Airport Employee Ride Share Policy	3%	6%	Reduced employee trips	0.04 tpy	0.05 tpy	N/A
Electric Bus Policy	N/A	100%	Percent of bus fleet to be powered by electricity	N/A	0.09 tpy	N/A
AQIP Total Emission Benefits (NOx)	-	-	-	2.66 tpy	9.05 tpy	N/A

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 4, 2019

AWARD OF CONTRACT
AIRSIDE PAVING REHABILITATION
PROJECT NUMBER E18-16

SUMMARY

At the October 21, 2019, meeting of the Operations and Development Committee ("Committee"), the Committee voted unanimously (3–0) to recommend the Commission:

- Award a construction contract for Airside Paving Rehabilitation in the amount of $544,854 to PALP, dba Excel Paving;
- Approve a project budget for construction management, administration and quality assurance testing services for a not-to-exceed amount of $30,000; and
- Approve a project aggregate contingency of $8,000 for unforeseen conditions that may arise during construction.

This project addresses paving of specific areas located on the Air Operations Area ("AOA"), or airside portion, of the Airport.

BACKGROUND

The Pavement Condition Index ("PCI") which the Federal Aviation Administration ("FAA") uses to rank airfield pavement conditions is calculated for all pavement sections within the AOA limits. The PCI value is updated for each pavement section based on visual inspections conducted annually. When the PCI value indicates the condition of the pavement is "poor" and it is determined that regular maintenance and spot repairs are no longer capable of maintaining the pavement in an acceptable condition, the area is identified for rehabilitation or reconstruction. Based on this process, four areas were identified as needing rehabilitation. A fifth area (Area 2) was identified as requiring a reconfiguration due to a significant grade change in the service road which increases the likelihood of minor fuel or sewage spills resulting from ground equipment activities, but not critical at this time.

Construction ready bid drawings were prepared by the engineering consultant TY Lin International ("TY Lin") for each area. TY Lin provided construction cost estimates for the scope of work defined in each area. Considering the engineer's estimate and the adopted FY 2020 CIP budget, three of the five areas were combined into the base scope of a single construction project to generate some economies of scale and increase procurement and contract administration efficiencies. A fourth area was included with the bid package as a unit price based additive alternate. The fifth area was not included in the construction bid package and may be incorporated into the scope of a different pavement project or deferred to a future fiscal year.

PROJECT DETAILS

The scope of work includes:

Base Bid:

Area 1 - West End of Runway 8 Safety Area – The PCI value indicates condition of pavement is "poor". Distressed asphalt in the area has the potential to cause foreign object debris within the runway safety area. Distressed pavement will be removed, and where directly in line with the runway end, will be replaced with asphalt paving to FAA specifications. Distressed paving within the area boundaries that is not directly in line with the runway end will be milled and compacted in place.

Area 2 – Service Road Reconfiguration - Deferred

Area 3 - East of Taxiway Delta End – This pavement was last rehabilitated in 2007 and the PCI value indicates condition of pavement is "very poor". The existing asphalt pavement will be removed and replaced compliant with FAA specifications.

Area 4A - Southeast of Runway 33 – A portion of existing asphalt will be removed and replaced to correct grade deficiencies in this area and service road markings will be adjusted slightly.

Additive Bid Alternate:

Area 4B - Area east of Runway 33 – The PCI value indicates condition of pavement is "poor". This former site for the rental car companies requires crack-fill and sealcoat to extend its useful life another 3-5 years.

PROCUREMENT

Staff publicly solicited bids on the Authority's PlanetBids e-procurement website and received five (5) responses:

CONTRACTOR	BASE BID	ALTERNATE	TOTAL BID
PALP, dba Excel Paving (Long Beach)	$486,854	$58,000	$544,854
Superior Paving (Corona)	$562,146	$25,029	$587,175
Sully-Miller Contracting Company (Brea)	$642,000	$51,100	$693,100
Granite Construction Company (Palmdale)	$744,500	$25,275	$769,775
All American Asphalt (Corona)	$868,000	$73,000	$941,000

Staff reviewed the bids and determined that all bids were responsive. In accordance with the bid solicitation, the low bidder was determined by the base bid amount without consideration of the amount for the additive bid alternate. The low bidder, PALP, dba Excel Paving with a base bid of $486,854 and an additive alternate bid of $58,000 is being recommended for a total award of $544,854.

SCHEDULE

The work will be scheduled to begin as soon as possible after the award and execution of the contract. The work is scheduled to be completed within 60 calendar days after a notice to proceed is issued to the contractor. The schedule anticipates work in each area to be performed in separate phases and considers possible weather or rain events that may impact the overall schedule.

OPERATIONS IMPACTS

Work will be performed at night. Work in each area will be coordinated with the Operations Department and the FAA to minimize any impacts to the Airport.

ENVIRONMENTAL REVIEW

Staff has reviewed the California Environmental Quality Act guidelines regarding exemptions applicable to this project and determined that this project is exempt pursuant to the Class 1 categorical exemption (14 C.C.R 15301). Among other things, that exemption covers rehabilitation of deteriorated facilities to meet current standards of public health and safety in situations where damage is not substantial and has not resulted from an environmental hazard.

FUNDING

Funding for this project is included in the adopted FY 2020 budget in the amount of $620,000. A breakdown of the proposed project budget is as follows:

Planning and Design (Design completed in-house to 90%)	$ 32,000
Construction	550,000
Construction Management and Testing	30,000
Contingency	8,000
Total	**$620,000**

RECOMMENDATION

At the October 21, 2019, meeting of the Operations and Development Committee, the Committee voted unanimously (3–0) to recommend the Commission: i) award a construction contract in the amount of $544,854 to PALP, dba Excel Paving; ii) approve a project budget for construction management, contract administration and quality assurance testing services for an amount not-to-exceed $30,000; and, iii) approve a project contingency of $8,000, and authorize the President to execute the contract.

CONSTRUCTION AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority/PALP, Inc., dba Excel Paving Company)

THIS CONSTRUCTION AGREEMENT ("Agreement") is dated _____, 2019 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Authority") and PALP, Inc., dba Excel Paving Company, a California corporation ("Contractor"). Contractor's CSLB license number is 688659. Contractor's DIR registration number is 100000331.

In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement, the Notice Inviting Bids, the Instructions to Bidders, the Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Federal Provisions (Non-AIP Projects), Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements to the extent attached to this Agreement. Such attachments are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as E18-16 Airside Paving Project ("Project"), as described in this Agreement and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, Authority shall pay Contractor a not to exceed amount of FOUR HUNDRED EIGHTY-SIX THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS ($486,854.00) for the Base Amount and FIFTY-EIGHT THOUSAND DOLLARS ($58,000.00) for the Alternates in accordance with the prices as submitted in the Bid.

4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

5. Antitrust Claims. In entering into this Agreement, Contractor offers and agrees to assign to Authority all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time Authority tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. Authority and Contractor acknowledge that the Project is a "public works project" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.).

7. Workers' Compensation. 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."

8. Execution Warranty. Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9 Entire Agreement. This Agreement, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Authority and Contractor related to the Project. This Agreement supersedes all prior oral or written negotiations, representations or agreements related to the Project. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Agreement.

10. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

TO EFFECTUATE THIS AGREEMENT, the parties have executed this Agreement by causing their duly authorized representatives to sign below.

AUTHORITY
Burbank-Glendale-Pasadena Airport Authority
2726 Hollywood Way, Burbank, CA 91505

By: _____
Ray Adams, President

CONTRACTOR
PALP, Inc., dba Excel Paving Company
2230 Lemon Avenue, Long Beach, CA 90806

By: _____ Curtis P. Brown III
☐ Chairman ☒ President ☐ Vice President

By: _____ Marcia Miller
☒ 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.]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 10/14/19 before me, A. Henderson, Notary Public,
(Here insert name and title of the officer)

personally appeared Curtis P. Brown III and Marcia Miller,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

10/14/19
Signature of Notary Public

(Notary Seal)

A. HENDERSON
COMM. #2170176
Notary Public-California
LOS ANGELES COUNTY
My Comm. Expires Oct 31, 2020
FRS3

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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BID SHEETS

E18-16 AIRSIDE PAVING PROJECT ["Project"]

Bidder's Name: PALP, INC DBA EXCEL PAVING COMPANY

To the Burbank-Glendale-Pasadena Airport Authority:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the construction agreement to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Manager, Construction Services, at the following prices:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	EXTENDED AMOUNT
1.	Mobilization (Maximum 5% of base bid)	LS	1	$ 20,000
2.	Area 1	LS	1	$ 218,200
~~3.~~	~~Area 2~~	~~LS~~	~~1~~	NOT IN CONTRACT
4.	Area 3	LS	1	$ 193,684
5.	Area 4A	LS	1	$ 54,970
	TOTAL BASE AMOUNT			$ 486,854

Award will be based upon the "Total Base Amount" not including any alternates.

Bidder's Name: PALP, INC DBA EXCEL PAVING COMPANY

To the Burbank-Glendale-Pasadena Airport Authority:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the construction agreement to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Manager, Construction Services, at the following prices:

BASE AMOUNT:

Note: Items may be adjusted or deleted. Any changes to the quantities for these items shall not constitute a substantial change as referenced in Section 3-2.2.1 of the Standard Specifications. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in

the unit prices will be allowed. The Authority reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT

TOTAL BID PRICE IN DIGITS: $ 486,854

TOTAL BID PRICE IN WORDS: Four Hundred Eighty Six Thousand Eight Hundred Fifty Four Dollars

References must be provided upon request.

ALTERNATE BID AMOUNT:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Area 4B – P-605-1.1 Crackfill Joint Sealant (hot pour)	LF	2,500	1	$ 10,000
2.	Area 4B – P-608-8.1 Emulsified Asphalt Sealcoat	SF	48,000	1	$ 48,000
	TOTAL ALTERNATE BID AMOUNT				$ 58,000

Note: Refer to Bid Not language stated above in the Base Bid.

References must be provided upon request.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 4, 2019

AWARD OF CONTRACT
LANDSCAPE MAINTENANCE SERVICES

SUMMARY

At the October 21, 2019, meeting of the Operations and Development Committee ("Committee"), the Committee voted unanimously (3-0) to recommend the Commission approval a proposed Landscape Maintenance Services Agreement ("Agreement") with Parkwood Landscape Maintenance, Inc. ("Parkwood"), copy attached, for a three-year period, at a fixed price of $719,712 ($19,992 monthly cost). The proposed Agreement also includes two one-year extension options, at the Authority's discretion, with a fixed annual cost of $254,292 ($21,191 monthly) and $269,556 ($22,463 monthly) for year 4 and year 5, respectively.

BACKGROUND

In December 2014, a landscaping services agreement was awarded to Conejo Crest Landscape, Inc. ("Conejo") following a competitive selection process. On May 1, 2017, Parkwood acquired Conejo and assumed all obligations and responsibilities of that agreement including the fee schedule. The initial term of the agreement was for three years, with two one-year options. The Commission exercised both options bringing the expiration date of the current agreement to December 31, 2019.

Parkwood currently provides two full-time landscape technicians and supplements with additional staff on an as-needed basis. Although the service currently provided by Parkwood is sufficient, many landscaped areas throughout the airport facility could be maintained to a higher level. Therefore, minimum requirements were more specifically outlined in this procurement effort to improve the level of landscape care throughout the facility.

In July 2019, Staff solicited proposals from interested firms by publicly advertising a Request for Proposals ("RFP") on PlanetBids. Proposals were received from the following five firms (listed in alphabetical order):

- Far East Landscape & Maintenance, Inc.
- GreenCrew Landscape, Inc.
- Mariposa Landscape Inc.
- Parkwood Landscape Maintenance, Inc.
- Stay Green Inc.

Based on an initial review, the GreenCrew Landscape proposal was deemed non-responsive and thus was not evaluated further. An evaluation panel, composed of five staff members, was assembled and the four responsive proposals were evaluated in accordance with the selection criteria specified in the RFP. The three highest scoring firms then were invited to an interview for further evaluation.

The interview phase included a presentation by the proposer and a Q&A with the five-person evaluation panel. Each proposer's presentation and response to questions were scored by the evaluation panel.

SCOPE

The proposed Agreement incorporates all elements of the current scope of work and increases requirements for additional maintenance services to maintain landscaping and plant material in a clean, healthy and neatly groomed condition throughout the Airport. Specific minimum frequencies for landscape maintenance activities such as weed removal, litter removal, mowing, pruning, mulch maintenance, over-seeding, fertilization, pest control, etc., are clearly defined. Irrigation system inspection and maintenance, as well as tree maintenance, are also important elements of the current and proposed scope of work.

In order to clearly establish minimum expectations and achieve an improvement to the condition of landscaped areas, the RFP required proposers to provide, at minimum, four full-time landscape technicians (160 hours per week), an increase of two full-time technicians over the current staffing, to perform landscape maintenance services.

EVALUATION PANEL CONSIDERATIONS

The RFP stated that a contract award, if made by the Commission, would be to the respondent offering the proposal most advantageous to the Authority, with price and other factors in the selection criteria considered. The following selection criteria were specified in the RFP and utilized by the panel in evaluating the proposals:

SC-1 Firm Suitability (10 points)
SC-2 Experience/References and Past Performance (20 points)
SC-3 Workplan - Service Approach, Staffing Structure and Quality of Team Leaders (10 points)
SC-4 Price (40 points)

Interview (20 points)

The table below summarizes the evaluation panel's rankings:

	Monthly Fee (Year 1)	5 Year Total	SC-1	SC-2	SC-3	SC-4	Interview	Total
			10	20	10	40	20	100
Current Agreement	$ 12,495							
Far East	$ 24,768	$ 1,521,720	7	11	8	33	NA	NA
Mariposa	$ 28,358	$ 1,836,516	10	19	9	27	18	83
Parkwood	$ 19,992	$ 1,243,560	7	16	8	40	12	83
Stay Green	$ 29,463	$ 1,842,048	10	18	7	27	17	79

The final evaluation scores resulted in a tie. Considering the significant cost difference between the two highest ranking proposers, Staff is recommending an award to the current service provider, Parkwood.

ADDITIONAL SERVICES

If and when required, and subject to prior authorization by the Authority, additional services not included in the base Scope of Work can be provided by Parkwood at the hourly rates specified in Exhibit B, Fee Schedule of the Agreement. Additional services requiring prior authorization are, but not necessarily limited to, sprinkler control replacements, Part 139 on-and-off airport tree trimming and complete irrigation system replacement.

FUNDING

Appropriations for Landscape Maintenance Services are included in the adopted FY 2020 budget. The cost of the proposed replacement service agreement is estimated to exceed FY 2020 budget appropriations by approximately $10,000.

RECOMMENDATION

At the October 21, 2019, meeting of the Operations and Development Committee, the Committee voted unanimously (3-0) to recommend the Commission enter into a Landscape Maintenance Services Agreement with Parkwood for a three-year period, at a fixed price of $719,712 with two one-year extension options at the Authority's discretion, at a fixed annual cost of $254,292 and $269,556 for year 4 and year 5, respectively, and authorize the President to execute the same.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 4, 2019

AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR REPLACEMENT PASSENGER TERMINAL PROJECT PROGRAM MANAGEMENT SERVICES AND AUTHORIZATION OF INITIAL TASK ORDERS

SUMMARY

Based on the recommendation of the Replacement Passenger Terminal ("RPT") Ad Hoc Committee ("Committee") at its October 2, 2019 meeting, Staff seeks the Commission's award of a Professional Services Agreement ("Agreement") to AECOM Technical Services, Inc. ("AECOM"), copy attached, for program management services associated with the RPT project. The proposed Agreement will be Task Order-based, have a seven-year term and have a $45,000,000 contract limit. Each Task Order, including the specific services to be provided and the compensation limit for such services, will be subject to Commission approval.

In conjunction with the award of the Agreement, Staff requests the Commission's authorization for four initial Task Orders for program management services through fiscal year-end (June 30, 2020). These services will be on a time and material basis with not-to-exceed limits for each proposed Task Order as outlined below:

- Task Order 1: Project Management Office ("PMO") Staffing
  - $2,896,618
- Task Order 2: Preparation of a Program Definition Manual ("PDM")
  - $1,674,978
- Task Order 3: Preparation of a Program Charter and Program Management Manual
  - $ 475,161
- Task Order 4: Progressive Design Builder ("PD-B") Procurement Documents Preparation and Selection Process Support
  - $ 334,854

BACKGROUND

The Authority's completion of the design charrette process last month, and continued progress on the Environmental Impact Statement by the Federal Aviation Administration ("FAA"), represent significant headway on the RPT program schedule. As the Authority prepares to move from the program planning phase into design and construction, program management services are required to support Staff with the continued implementation of the program. Part of the initial role of the program manager will be to set up the program controls processes, support the Authority in soliciting design-build firms, and help define the selection process by which the best value design-build firm will ultimately be selected. The program manager will also provide technical resources, on an as-needed basis, and a

critical oversight role as the Authority's representative throughout all phases of the RPT program:

- Phase 1-Program Planning Services
- Phase 2-Design Phase Support Services
- Phase 3-Construction Phase Support Services
- Phase 4-Commissioning, Start-up and Program Close Out Services

Program management services are typically 4% - 8% of construction costs. The current construction cost estimate for the RPT program is $742M. Thus, with a contract limit of $45M, the proposed Agreement represents 6% of the current construction cost estimate. Program management services may not commence under the Agreement until the Commission has approved a corresponding Task Order and expenditure limit for the services authorized by such Task Order. Staff will provide the Committee and the Commission with progress reports of expenditures, task completions, and status of the program. At peak, forecasted to be in 2021 while both design and construction efforts are ongoing, approximately 20 full-time-equivalent program management staff will be required to support the program.

PROCUREMENT

A two-step, qualification-based selection process was utilized in accordance with FAA guidance. A Request for Qualifications ("RFQ") for Program Management Services was issued in April 2019. In response, six firms submitted Statements of Qualifications ("SOQs"). The SOQs were evaluated by a panel consisting of Staff, consultants, and airline representatives.

SOQs were independently evaluated and scored based on the predefined selection criteria categories presented below.

- SC-1: Firm Identification, Financial Viability and Business Credentials
- SC-2: Experience and Past Performance
- SC-3: Strength in Key Disciplines & Project Team

SOQ Scoring:

	SC-1	SC-2	SC-3	Total
Max Possible Points	*20*	*40*	*40*	***100***
AECOM	19	35	34	**88**
Parsons	20	31	33	**84**
Jacobs	20	33	29	**82**
Airport Management Partners	20	22	27	**69**
CBRE Heery	20	21	26	**67**
Bechtel	17	24	24	**65**

The top three scoring firms were invited to participate in the second phase of the procurement process. A Request for Proposals ("RFP") was released to the shortlisted firms, and all three submitted proposals in July 2019. Following the evaluation of the proposals, oral interviews with each of the shortlisted firms were conducted.

Proposals and interviews were evaluated and scored based on the selection criteria categories defined below:

- SC-1: Strength in Key Disciplines and Use of Project Team's Key Personnel
- SC-2: Technical Approach/Project Understanding
- SC-3: Consent to PSA and Proof of Insurance

Proposal / Interview Scoring:

	SC-1	SC-2	SC-3	Interview	Total
Max Possible Points	*40*	*40*	*20*	*50*	***150***
AECOM	31	32	20	**45**	**128**
Jacobs	30	30	15	**40**	**115**
Parsons	31	33	17	**26**	**107**

The combined proposal and interview scores resulted in AECOM being ranked as the highest scoring proposer.

In accordance with the FAA guidance, Staff and AECOM negotiated an overall fee schedule with maximum billable labor rates, prime mark-ups, subconsultant markups, and allowable expenses. Under the proposed Agreement, the Authority will pay for AECOM personnel working on the project at their actual salary times a negotiated pre-defined multiplier. The multiplier is calculated based on an audited overhead rate, determined in accordance with Federal Acquisition Regulations ("FAR") plus profit of 8%. The FAR audited overhead rate is adjusted annually. AECOM will be allowed a 3% markup on first tier subconsultant labor costs and other direct costs (travel, field office, etc.) will be reimbursed at cost without application of any markup.

TASK ORDERS

The proposed Agreement will be implemented via two categories of Task Orders:

- **Staff Authorization Task Orders** are used to bring dedicated, full time employees onto the program for a defined period.

- **Deliverable Authorization Task Orders** are used when a study, report, or defined deliverable is expected. Deliverable authorization task orders will be managed by the full-time program manager staff but rely on support from other non-dedicated program manager employees and resources.

Consistent with the task order categories defined above, Staff and AECOM negotiated a detailed scope of work and not-to-exceed pricing for four critical initial task orders defined below:

Staff Authorization Task Order:

Task Order 1: Project Management Office Staffing
NTE - $2,896,618

Key personnel will be responsible for:

- Mobilization Plan including establishing the PMO
- Program cost controls and reporting procedures
- Program schedule and program schedule controls
- Program quality and safety oversight programs
- Program document control processes
- Supporting stakeholder engagement
- Supporting establishment of program financial parameters
- Compiling a Responsibilities and Obligations Matrix
- Refining program cost models/estimates and defining cost drivers
- Development of a "Design to Budget" cost estimate for use in the PD-B selection
- Preliminary construction phasing/implementation plan

The performance term of this task order will extend through the end of the current fiscal year (8 months). Staff and AECOM will re-evaluate, adjust and request additional personnel needed as part of the FY 2021 budget process.

Deliverable Authorization Task Orders:

Task Order 2: Preparation of a Program Definition Manual
NTE: $1,674,978

This document will define the scope of the RPT project for use in the PD-B solicitation. The PDM will prioritize development objectives and clarify certain requirements and interests, as well as address any discrepancies or ambiguities in reference documents listed below. The PDM will also identify any changes, opportunities, efficiencies or flexibility alterations for consideration in assessing previously identified constraints or requirements. This document will be integral to the two-step procurement process for the selection of a PD-B. It will also form the foundation of the "Basis of Design Manual" to be developed by the PD-B after award of the PD-B contract. Reference documents to be attached to the PDM will include:

- Development Agreement between the City of Burbank and the Authority
- Environmental Impact Report and Mitigation Monitoring and Reporting Program

- Final Charrette Report
- Project Labor Agreement
- Conditionally approved Airport Layout Plan
- Health and Human Risk Assessment
- Concept Validation Report

Task Order 3: Preparation of a Program Charter and Program Management Manual
NTE: $475,161

This program governance document will detail the objectives of the program, expectations regarding safety, quality, cost and schedule. It will describe reporting requirements and responsibilities, define stakeholder engagement including specifically the process for engaging, informing and coordinating with the:

- RPT Ad-Hoc Committee;
- Commission;
- All Airport Departments;
- City of Burbank;
- Airlines serving the Airport;
- Transportation Security Agency;
- Existing and potential future Airport vendors and concessionaires; and
- Community members.

It will specifically address common program risks, and program management techniques and processes to mitigate or eliminate those risks. It will detail program specific work flows and processes to control or manage:

- Scope growth;
- Cost control;
- Schedule management;
- Design reviews;
- Future proofing;
- Utility coordination;
- Rules and Regulation changes;
- FAA compliance (technical and administrative);
- Plan check and permit issuance;
- Operational readiness;
- Guaranteed Maximum Price determination;
- Change management; and
- Unforeseen conditions.

It will describe the process by which budget, schedule, scope and spending decisions are reviewed and approved. The Program Charter and Management

Manual will be presented to the RPT Ad-Hoc Committee and subject to their recommendation, to the Commission for its approval before taking effect.

Task Order 4: Progressive Design Builder Procurement Documents Preparation and Selection Process Support
NTE: $334,854

These services will be multi-faceted and depend upon information generated in the development of the other Task Order deliverables 1, 2 and 3. The PMO will provide guidance and counsel to Staff on the appropriate structure of the PD-B RFQ, RFP and related Design-Build contract terms and conditions, so that the selection of the PD-B will achieve the program objectives defined in the Program Charter. The PMO will support Staff in presenting possible evaluation criteria to the Commission for consideration as well as supporting the Commission in finalizing an evaluation process in order to select the PD-B most able to deliver the Authority-defined priorities. The PMO will also support the Commission in establishing an evaluation panel and provide guidance to that panel to assist with fair and transparent scoring of the PD-B submittals.

FUNDING

At the time the FY 2020 budget was being prepared, the scope and estimated cost for program management services were not determined. The total of the proposed Task Orders for program management services is a not-to-exceed amount of $5,381,611 with approximately $4,800,000 anticipated to be spent in the current fiscal year (FY 2020).

Initial funding for these services will be provided through Facility Development Fund reserves. Future funding sources will be identified through the Plan of Finance for the project.

RECOMMENDATION

Staff recommends that the Commission: (i) award to AECOM the attached Task-Order based Agreement with a seven-year term and $45,000,000 maximum contract value; and (ii) authorize issuance of the four initial task orders described above to allow AECOM to begin needed services for the RPT project.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 4, 2019

CONSIDERATION OF TBI AIRPORT MANAGEMENT CONTRACT EXTENSION REQUEST AND AD HOC COMMITTEE APPOINTMENT

SUMMARY

The General Counsel's office has agendized this item to allow the Commission to: (i) provide direction on a request from TBI Airport Management, Inc. ("TBI") for a 10-year extension of the airport management services agreement ("Management Contract"); and (ii) decide whether to establish a new TBI Contract Ad Committee to work on this matter. If formed, this committee could be tasked with evaluating and making a recommendation on TBI's extension request. The committee also could be tasked with identifying and negotiating any desirable changes to the Management Contract for the Commission's consideration.

BACKGROUND

Since its acquisition of the Airport in 1978, the Authority has utilized an independent contractor for management services and personnel. Currently, this arrangement is structured through the Management Contract with TBI. That agreement has a 12-year base term expiring on June 30, 2020, and it affords the Authority one 10-year extension option. To exercise the extension option, the Authority must send a written notice to TBI on or before January 1, 2020. TBI has submitted a letter, attached as Exhibit A, requesting that the Commission exercise the extension option.

The Authority and TBI amended the current Management Contract in 2008, 2013, 2015, 2016, and 2017. The first amendment addressed severance payments for certain TBI personnel. The second amendment established a pool for the Authority's reimbursement of unbudgeted legal fees incurred by TBI in the operation and management of the Airport. The third amendment added aircraft rescue and firefighting ("ARFF") services to the scope of services and made associated contract revisions. The fourth amendment provided for the transition of the former Executive Director to the position of Director, Development Services. Finally, the fifth amendment revised the minimum staffing requirement for ARFF services and updated the lists of Senior Staff, additional management, and supervisory personnel.

PRIOR TBI CONTACT AD HOC COMMITTEES

Several times over the past twelve years, the Commission has established a TBI Contract Ad Hoc Committee to address matters associated with the Management Contract. The table below presents a summary of these assignments:

Year	Task
2007	negotiate contract renewal
2011	discuss maintenance department staffing issues
2013	negotiate contract amendment setting parameters for the Authority's reimbursement of unbudgeted TBI legal fees
2013	evaluate and make recommendations on contract performance issues
2015	negotiate contract amendment adding aircraft rescue and firefighting services

ALTERNATIVES

The General Counsel's office is seeking direction from the Commission on TBI's contract extension request. If the Commission desires to extend the duration of the Management Contact duration by 10 years and does not wish to negotiate any changes to the agreement, then the Commission can authorize the General Counsel to issue TBI a written notice exercising the extension option. Another possibility that the Commission may choose is establishment of a new TBI Contract Ad Hoc Committee to work on this issue. This committee could be tasked with evaluating and making a recommendation on TBI's extension request. The committee also could be tasked with identifying and negotiating any desirable changes to the Management Contract for the Commission's consideration.

With respect to the formation of a new TBI Contract Ad Hoc Committee, Commission Resolution No. 311 requires that the membership of each ad hoc committee have equal representation from the JPA member cities. Additionally, this resolution generally precludes Commissioners from serving on more than one standing committee and one ad hoc committee.

The Commission currently has two ad hoc committees. The Replacement Terminal Ad Hoc Committee is comprised of Commissioners Devine, Tornek, and Wiggins. The Public Safety Labor Contract Ad Hoc Committee is comprised of Commissioners Brown and Selvidge and has one vacancy due to the resignation of former Commissioner Sinanyan. Thus, unless there is a change in the membership of those committees, eligibility for appointment to a new TBI Contract Ad Hoc Committee is limited to President Adams and Commissioners Agajanian, Gharpetian, and Madison.

RECOMMENDATION

The General Counsel's office recommends that the Commission give direction on TBI's extension request and decide whether to establish a new TBI Contract Ad Committee to work on this matter.

TBI
AIRPORT MANAGEMENT, INC.
2001 Red Cleveland Blvd., Suite 2219
Sanford, Florida 32773
Phone: 407-585-4500
Fax: 833-234-0749

October 29, 2019

Attn.: Ray Adams, President
Burbank-Glendale-Pasadena Airport Authority
c/o Terence Boga, General Counsel
2627 Hollywood Way
Burbank, CA 91505

Re: Request for Extension of Contract with TBI Airport Management, Inc. ("TBI")

Dear Mr. Adams:

The 12-year initial term of TBI's airport management services agreement ("Management Contract") with the Burbank-Glendale-Pasadena Airport Authority to operate and manage the Hollywood Burbank Airport expires on June 30, 2020. In accordance with the Third Amendment to the Management Contract, the Authority may authorize a 10-year extension of the initial term by submission of written notice to TBI on or before January 1, 2020 (the "Extension").

TBI values its role as an operational partner to the Authority and is prepared to continue to provide its services under the Management Contract through the term of the Extension. We would appreciate the opportunity to continue to work with the Authority toward the further development and success of the Airport .

In order to be in the best position to plan for future operational needs under the Management Contract, TBI respectfully requests that the Authority exercise its option for the Extension and notify TBI of same as soon as reasonably practicable. If any further information would be helpful in evaluating this request, please do not hesitate to reach out to us.

Respectfully submitted,

John Green
Vice President and COO
TBI Airport Management, Inc.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOVEMBER 4, 2019

COMMUNITY NOISE CONCERNS

Third Task Force Meeting

The third Task Force meeting will be held on Wednesday, November 6th at 6:30 p.m. at the Los Angeles Marriott Burbank Airport Hotel and Convention Center. Presentations by community groups are expected.

Dates of Future Task Force Meetings

As previously advised, the next three Task Force meetings have been tentatively set for December 4th, January 15th, and February 19th again at the Los Angeles Marriott Burbank Airport Hotel and Convention Center.

The FAA remains scheduled to offer a technical presentation at the Task Force meeting on December 4th.

Analysis and Review by HMMH

At the direction of the Task Force, HMMH has begun an analysis of the current and historic flight paths, as well as an analysis of the UpRoarLA proposal presented at the second Task Force meeting. HMMH is expected to present its initial report at the November 6th Task Force meeting.

Hollywood Burbank Airport

REVENUE PASSENGERS	September 2019	September 2018	% Change	January - September 2019	January - September 2018	Change
Signatory Airlines						
Alaska Airlines	52,811	49,564	6.55%	465,365	475,154	-2.06%
American Airlines	26,850	9,338	187.53%	224,566	111,258	101.84%
Delta Airlines	26,574	16,106	64.99%	157,149	107,268	46.50%
JetBlue Airways	18,493	18,509	-0.09%	181,899	82,363	120.85%
Southwest Airlines	349,837	305,864	14.38%	3,036,021	2,807,635	8.13%
Spirit Airlines	12,784	0	N/A	45,139	0	N/A
United Airlines	30,684	29,968	2.39%	242,255	270,814	-10.55%
Total Revenue Passengers	518,033	429,349	20.66%	4,352,394	3,854,492	12.92%
Inbound (deplaned)	260,657	215,642	20.87%	2,173,282	1,926,358	12.82%
Outbound (enplaned)	257,376	213,707	20.43%	2,179,112	1,928,134	13.02%

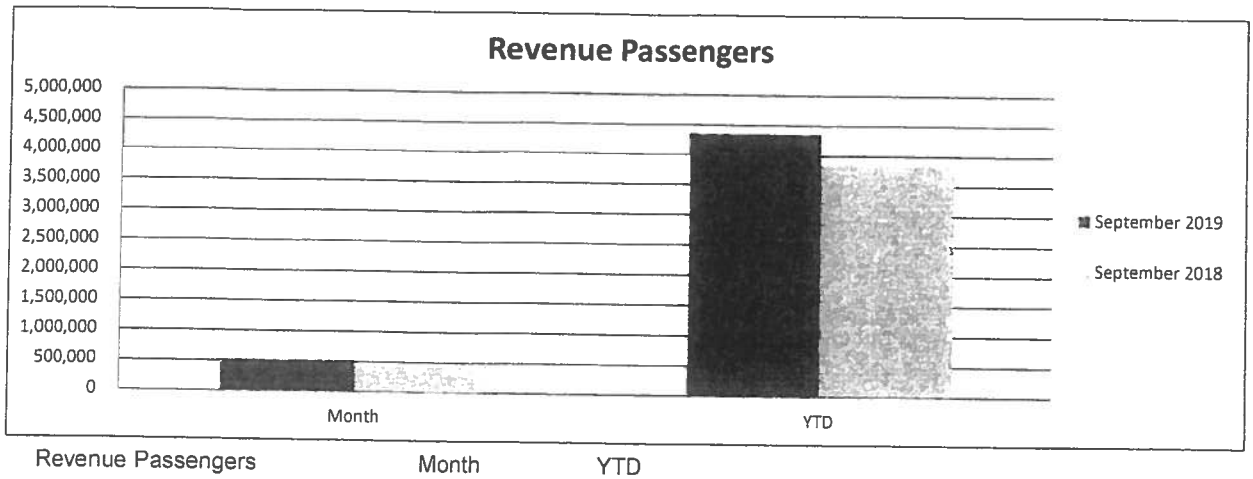
AIRCRAFT OPERATIONS *	September 2019	September 2018	% Change	January - September 2019	January - September 2018	% Change
Air Carrier	5,701	4,632	23.08%	48,263	41,985	14.95%
Air Taxi	1,975	1,575	25.40%	16,457	14,473	13.71%
General Aviation	2,798	2,475	13.05%	23,736	24,145	-1.69%
Military Itinerant	60	38	57.89%	393	605	-35.04%
Civil Local	1,496	1,562	-4.23%	20,356	18,600	9.44%
Military Local	0	0	N/A	0	0	N/A
Total Aircraft Operations	12,030	10,282	17.00%	109,205	99,808	9.42%

* Source: FAA Tower Daily Airport Operations Count, adjusted to show Canadair Regional Jet-200 operations as Air Carrier. Includes Hollywood Burbank Airport arrivals/departures only; excludes aircraft that enter local air space but do not land or take off at Hollywood Burbank Airport.

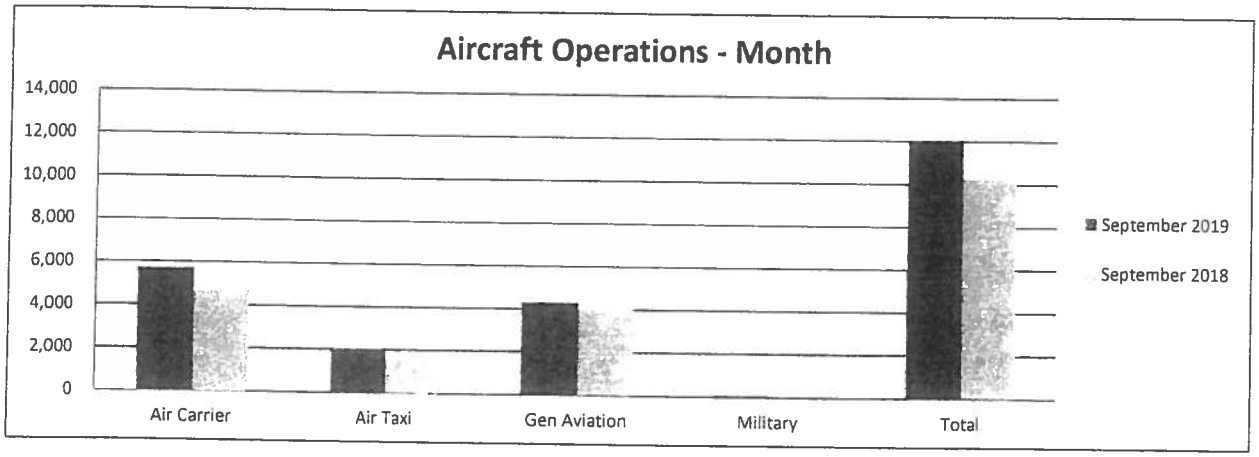
Hollywood Burbank Airport

AIR CARGO (lbs.)	September 2019	September 2018	% Change	January - September 2019	January - September 2018	% Change
Signatory Airlines						
Alaska Airlines	923	329	180.55%	6,187	9,291	-33.41%
American Airlines	0	0	N/A	213	0	N/A
Delta Airlines	0	0	N/A	55	0	N/A
JetBlue Airways						
Southwest Airlines	164,659	174,317	-5.54%	1,429,520	1,530,874	-6.62%
Spirit Airlines						
United Airlines	5,337	42	12607.14%	50,795	129,669	-60.83%
Other Scheduled Carriers						
Federal Express	3,817,093	4,474,788	-14.70%	39,404,284	41,900,506	-5.96%
United Parcel Service	3,998,441	3,624,987	10.30%	36,037,101	35,079,424	2.73%
Charter/Contract Carriers						
AirNet Express	0	2,766	-100.00%	0	28,026	-100.00%
Ameriflight	264,391	246,260	7.36%	2,114,401	2,297,926	-7.99%
Total Air Cargo	8,250,844	8,523,489	-3.20%	79,042,556	80,975,716	-2.39%
Inbound (deplaned)	4,191,388	4,138,477	1.28%	38,628,446	39,198,102	-1.45%
Outbound (enplaned)	4,059,456	4,385,012	-7.42%	40,414,110	41,777,614	-3.26%

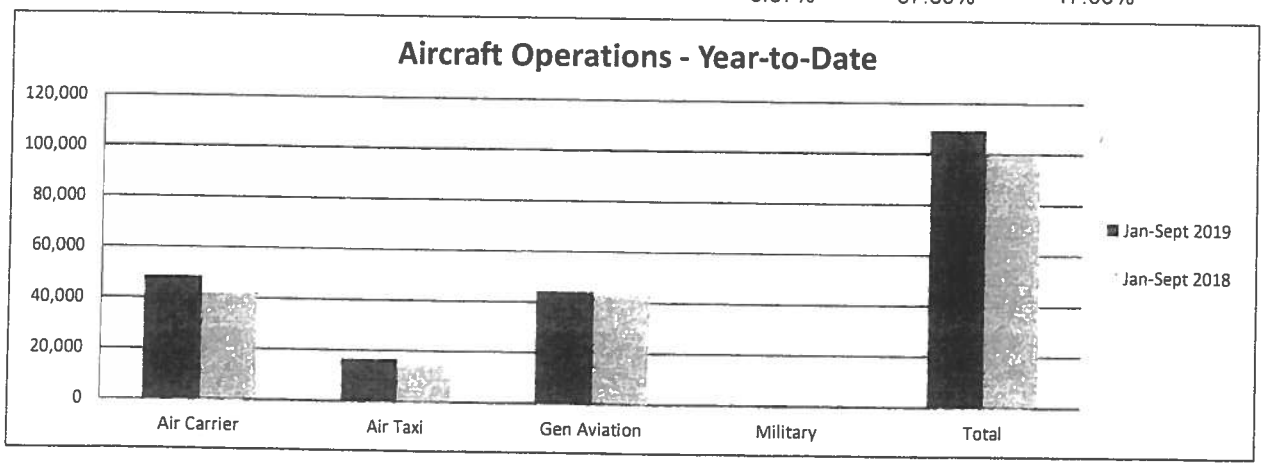
MAIL (lbs.)	September 2019	September 2018	% Change	January - September 2019	January - September 2018	Change
United Parcel Service	0	0	N/A	0	0	N/A
Total Mail	0	0	N/A	0	0	N/A
Inbound (deplaned)	0	0	N/A	0	0	N/A
Outbound (enplaned)	0	0	N/A	0	0	N/A



Revenue Passengers	Month	YTD
September 2019	518,033	4,352,394
September 2018	429,349	3,854,492
% Change	20.66%	12.92%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
September 2019	5,701	1,975	4,294	60	12,030
September 2018	4,632	1,575	4,037	38	10,282
% Change	23.08%	25.40%	6.37%	57.89%	17.00%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Sept 2019	48,263	16,457	44,092	393	109,205
Jan-Sept 2018	41,985	14,473	42,745	605	99,808
% Change	14.95%	13.71%	3.15%	-35.04%	9.42%