



February 13, 2020

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

The Airport Authority administrative offices will be closed on Monday, February 17, 2020, in observance of President's Day. Therefore, the regular meeting of the Burbank-Glendale-Pasadena Airport Authority scheduled for Monday, February 17, 2020, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, has been cancelled.

NOTICE is hereby given that a special meeting of the Burbank-Glendale-Pasadena Airport Authority will be held Tuesday, February 18, 2020, 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

xBURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Special Meeting of Tuesday, February 18, 2020

9:00 A.M.

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



*Members 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.*



*The following activities are prohibited:*

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



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



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

# AGENDA

Tuesday, February 18, 2020

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) January 21, 2020 **[See page 1]**
    - 2) Finance and Administration Committee
      - (i) January 21, 2020 **[See page 4]**
    - 3) Legal, Government and Environmental Affairs Committee
      - (i) January 21, 2020 **[See page 6]**
  - b. Commission Minutes  
(For Approval)
    - 1) February 3, 2020 **[See page 8]**
  - c. Consent to Assignment – Aviation Hangar Lease **[See page 14]**
6. ITEMS FOR COMMISSION APPROVAL
  - a. Agreements with Burbank Transportation Management Organization and Steer Davies & Gleave, Inc. **[See page 19]**
  - b. Professional Services Agreement with Triffiletti Consulting Inc. **[See page 37]**
  - c. Approval of Amendment No. 3 to Noise and Flight Track Monitoring System Extended Maintenance and Support Agreement for an Upgrade to Wireless Noise Monitoring Terminal Communication Technology **[See page 46]**

- d. Award of Professional Services Agreement for Organizational Governance Structure Study **[See page 55]**
- e. Award of Professional Services Agreement Replacement Airfield Lighting Vault Design **[See page 73]**
- f. Exercise of Second Extension Option: Fleet Maintenance Services Agreement – Keolis Transit Services, LLC **[See page 77]**
- g. Authorization of Task Order to AECOM for Program Management Information System **[See page 79]**
- h. Presentation of FY 2019 Audited Financial Statements and Analysis of Financial Results **[See page 85]**
- 7. ITEMS FOR COMMISSION DISCUSSION
  - a. Community Noise Concerns **[See page 92]**
- 8. ITEMS FOR COMMISSION INFORMATION
  - a. Status of REAL ID Documentation **[See page 93]**
- 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. CONFERENCE WITH LABOR NEGOTIATORS  
(California Government Code Section 54957.6)  
Authority Representatives: Frank Miller, Executive Director  
Edward Skvarna, Chief of Police/Director of Public Safety  
Employee Organization: Burbank Airport Police Officers Association
  - c. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
(California Government Code Section 54957(b))  
Title: Executive Director
- 10. COMMISSIONER COMMENTS  
(Other updates and information items, if any)
- 11. ADJOURNMENT

## COMMISSION NEWSLETTER

Tuesday, February 18, 2020

*[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 special meeting of January 21, 2020; approved minutes of the Finance and Development Committee special meeting of January 21, 2020; and approved minutes of the Legal, Government and Environmental Affairs Committee special meeting of January 21, 2020, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. Draft minutes of the February 3, 2020, Commission meeting are attached for the Commission's review and approval.
- c. CONSENT TO ASSIGNMENT – AVIATION HANGAR LEASE. A staff report is included in the agenda packet. Pursuant to AT&T Services, Inc.'s ("AT&T") completion of acquisition of GTC Management Services, Inc. ("GTC") on June 14, 2018. GTC desires to assign its Aviation Hangar Lease to AT&T. At the February 3, 2020, meeting of the Finance and Administration Committee, the Committee voted (2-0, 1 absent) to recommend that the Commission authorize consent of the proposed assignment.

### 6. ITEMS FOR COMMISSION APPROVAL

- a. AGREEMENTS WITH BURBANK TRANSPORTATION MANAGEMENT ORGANIZATION AND STEER DAVIES & GLEAVE, INC. A staff report is included in the agenda packet. At the February 3, 2020, meeting of the Legal, Government and Environmental Affairs Committee, the Committee voted (2-0, 1 absent), to recommend that the Commission authorize 1) a membership agreement with the Burbank Transportation Management Organization ("BTMO") and 2) a new professional services agreement with Steer Davies & Gleave, Inc., which is the contract management service provider for the BTMO.
- b. PROFESSIONAL SERVICES AGREEMENT WITH TRIFFILETTI CONSULTING INC. A staff report is included in the agenda packet. At the February 3, 2020, meeting of the Legal, Government and Environmental Affairs Committee, the Committee voted (2-0, 1 absent) to recommend that the Commission authorize a professional services agreement ("PSA") with Trifiletti Consulting Inc. ("Trifiletti") for additional Airport Environmental Consulting/Advisory Services and Project Advisory Services with an approved budget of \$55,000 to cover the continued services of

Trifiletti as well sub-contracted services provided to Trifiletti by CDM Smith. The services to be provided include the necessary technical support associated with the implementation of the Airport's Air Quality Improvement Plan.

- c. APPROVAL OF AMENDMENT NO. 3 TO NOISE AND FLIGHT TRACK MONITORING SYSTEM EXTENDED MAINTENANCE AND SUPPORT AGREEMENT FOR AN UPGRADE TO WIRELESS NOISE MONITORING TERMINAL COMMUNICATION TECHNOLOGY. A staff report is included in the agenda packet. At its meeting on February 3, 2020, the Legal, Government and Environmental Affairs Committee voted (2–0, 1 absent) to recommend that the Commission approve Amendment No. 3 (“Amendment”) to the Noise and Flight Track Monitoring System Extended Maintenance and Support Agreement with EMS Bruel & Kjaer Inc. The proposed Amendment upgrades the noise monitoring terminal communication technology from a wired network to a wireless network and adds support and cellular services.
- d. AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR ORGANIZATIONAL GOVERNANCE STRUCTURE STUDY. At its February 3, 2020, meeting, the Legal, Government and Environmental Affairs Committee voted unanimously (2–0, 1 absent) to recommend that the Commission award a Professional Services Agreement (“PSA”) to ADK Consulting, Inc., for an organizational governance structure study. The proposed PSA will have a not-to-exceed amount of \$43,000.
- e. AWARD OF PROFESSIONAL SERVICES AGREEMENT - REPLACEMENT AIRFIELD LIGHTING VAULT DESIGN. A staff report is included in the agenda packet. At the February 3, 2020, meeting of the Operations and Development Committee, the Committee voted unanimously (3-0) to recommend that the Commission: (i) award a Professional Services Agreement for engineering design and construction administration services of a replacement airfield lighting vault in the amount of \$571,498 to Lean Technology Corporation dba Lean Engineering; (ii) authorize a project budget for design management services for a not-to-exceed amount of \$50,000; and (iii) authorize a project aggregate contingency of \$80,000 to address changes in scope of design and engineering services resulting from information developed as part of the initial design development.
- f. EXERCISE OF SECOND EXTENSION OPTION: FLEET MAINTENANCE SERVICES AGREEMENT – KEOLIS TRANSIT SERVICES, LLC. A staff report is included in the agenda packet. At the February 3, 2020, Operations and Development Committee meeting, the Committee voted unanimously (3–0) to recommend that the Commission exercise the second of two one-year extension options for the Fleet Maintenance Services Agreement between the Authority and Keolis Transit Services, LLC.
- g. AUTHORIZATION OF TASK ORDER TO AECOM FOR PROGRAM MANAGEMENT INFORMATION SYSTEM. A staff report is included in the agenda packet. Based on the recommendation of the Replacement Passenger Terminal (“RPT”) Ad Hoc Committee at its January 23, 2020 meeting, Staff seeks the Commission’s authorization of Task Order 5 in the amount of \$428,500 for the procurement and implementation of a Program Management Information System Software platform. The Task Order will authorize scope under the Professional Services Agreement with

AECOM for program management services associated with the RPT project, approved at the November 4, 2019, Commission meeting.

- h. PRESENTATION OF FY 2019 AUDITED FINANCIAL STATEMENTS AND ANALYSIS OF FINANCIAL RESULTS. A staff report is included in the agenda packet. The Authority's independent auditor, Macias Gini & O'Connell LLP ("MGO"), has completed its audit of the Authority's fiscal year 2019 financial statements. The audited Basic Financial Statements for the fiscal years ended June 30, 2019 ("FY 2019") and 2018, Single Audit Reports (audit of federal grant programs), Passenger Facility Charge Audit Report, Customer Facility Charge Audit Report, Independent Auditor's Report on Compliance with Section 6.05 of the Bond Indenture and the Auditor's Required Communications to the Authority regarding the FY 2019 audits were presented to the Finance and Administration Committee ("Committee") on February 3, 2020. At its meeting, the Committee voted (2-0, 1 absent) to recommend that the Commission note and file these reports.

#### 7. ITEMS FOR COMMISSION DISCUSSION

- a. COMMUNITY NOISE CONCERNS. A staff report is included in the agenda packet. The sixth meeting of the Task Force will be held on Wednesday, February 19, 2020, at 6:30 p.m. at the Los Angeles Burbank Marriott Hotel.

#### 8. ITEMS FOR COMMISSION INFORMATION

- a. STATUS OF REAL ID DOCUMENTATION. No staff report attached. Staff will update the Commission on the status of REAL ID documentation and the deadline to have this type of documentation for travel.

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

**TUESDAY, JANUARY 21, 2020**

A special 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 8:34 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; Anthony Defrenza, Director of Engineering and Maintenance; Scott Kimball, Director, Business and Properties, Safety and Procurement
- 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. December 16, 2019** Commissioner Brown moved approval of the minutes of the December 16, 2019 meeting seconded by Commissioner Devine. The minutes were unanimously approved (3-0).
  - 4. Contracts and Leases**
    - a. Approval of Amendment No. 2 to SITA Airport Solution Line Service Agreement for Gate Management System** Staff presented to the Committee proposed Amendment No. 2 to the SITA Airport Solution Line Service Agreement for a Gate Management System, seeking a recommendation for Commission approval in a not-to-exceed amount of \$469,677.  
  
In order to improve the safety margins for the aircraft and otherwise improve utilization of the Airports 14 Gates, Staff initiated procurement for a comprehensive gate management system to replace the current manual system. The real time gate management system will include a planning module that will assist Staff with ensuring airline schedules and proper gate assignments are coordinated.



The proposed Amendment No. 2 provides for upfront capital cost and monthly maintenance services for a term of sixty months. SITA's on-site maintenance and technical support staff for the CUPPS will also support the proposed gate management system.

**Motion**

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

**Motion Approved**

The motion was approved unanimously (3-0).

**b. Award of Contract for Landside Paving Rehabilitation Project Number E9-14**

Staff reported that the pavements within the airport property limits are inspected annually to determine their condition and facilitate planning for pavement rehabilitation or replacement work. The pavement in two recommended areas, which were last rehabilitated in 2007 and 2011, have reached a point where continued spot repairs will no longer be effective to extend the life of the pavement. These areas were incorporated into the work programmed for FY 2020 Landside Pavement Replacement project.

The locations designated for rehabilitation are Avenue A at Thornton and continuing along the east concourse, as well as the exit lanes at Thornton along Avenue A. The total area of asphalt to be replaced is approximately 15,000 square feet and the overall area of crackfill and sealcoat is approximately 28,000 square feet.

Funding for this project is included in the adopted FY 2020 Budget for Landside Paving Replacement in the amount of \$310,000.

Staff sought Committee recommendation to the Commission for: (1) an award of contract for Landside Paving Rehabilitation in the amount of \$141,417 to PaveWest, Inc.; (2) Authorization of a project budget for construction management, administration and quality assurance testing services for a not-to-exceed amount of \$15,000; and (3) Authorization of a project aggregate contingency of \$15,000 for unforeseen circumstances that may arise during construction.

**Motion**

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

**Motion Approved**

The motion was approved unanimously (3-0).

**5. Items for Information**

**a. Committee Pending Items**

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

**6. Adjournment**

There being no further business, the meeting adjourned at 8:47 a.m.

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

**TUESDAY, JANUARY 21, 2020**

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 10:19 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**

<b>Present:</b>	Commissioners Gharpetian, Selvidge and Adams
<b>Absent:</b>	None
<b>Also Present:</b>	Staff: John Hatanaka, Senior Deputy Executive Director; David Kwon, Director, Financial Services;
<b>1. Approval of Agenda</b>	Agenda was approved as presented.
<b>2. Public Comment</b>	There were no public comments.
<b>3. Approval of Minutes</b>	
<b>a. December 16, 2019</b>	Draft minutes for the December 16, 2019, Finance and Administration Committee meeting were presented for approval.
<b>Motion</b>	Commissioner Adams moved approval of the minutes, seconded by Commissioner Selvidge.
<b>Motion Approved</b>	There being no objection, the minutes were unanimously approved (3–0).
<b>4. Treasurer's Reports</b>	
<b>a. November 2019</b>	Copies of the November 2019 and October 2019 Treasurer's Reports were included in the agenda packet for the Committee's review.
<b>b. October 2019</b>	
<b>Motion</b>	Commissioner Adams moved approval of the minutes, seconded by Commissioner Selvidge.
<b>Motion Approved</b>	There being no objection, the minutes were unanimously approved (3–0).

**5. Items for Approval**

**a. Proposed Resolution No. 485  
Adopting the 2020 Authority  
Investment Policy**

Staff presented the proposed Resolution No. 485 adopting the 2020 Authority Investment Policy to the Committee. Staff sought Committee recommendation to the Commission to adopt proposed Resolution No. 485 approving the 2020 Authority Investment Policy.

**MOTION**

Commissioner Adams moved approval; seconded by Commissioner Selvidge.

**MOTION APPROVED**

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

**b. Committee Pending Items**

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

**6. Other Contracts and Leases**

There were no other contracts or leases to be discussed.

**7. Adjournment**

There being no further business to discuss, the meeting was adjourned at 10:28 a.m.

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

**TUESDAY, JANUARY 21, 2020**

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 10:20 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;  
John Hatanaka, Senior Deputy Executive Director;  
Sarah Paulson Sheehy, Senior Director of  
Government and Public Affairs; Mark Hardymont,  
Director of Transportation and Environmental  
Programs; Anthony Defrenza, Director of  
Engineering and Maintenance; Ed Skavarna, Chief  
of Police; Director, Public safety

Airport Authority Environmental Counsel:  
Norman A. Dupont, Esq., Ring Bender LLP

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

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

**2. Public Comment** There were no public speakers.

**3. Approval of Minutes**

- a. December 10, 2019** Commissioner Wiggins moved approval of the minutes of the December 10, 2019 meeting seconded by Commissioner Agajanian. The minutes were approved (3-0).

**4. Contracts and Leases**

- a. Approval of Right of Entry and Access Agreement with Burbank Industrial Investors LP** Staff recommended a Legal, Government and Environmental Affairs Committee

recommendation to the Commission for approval of a proposed Right of Entry and Access Agreement with Burbank Industrial Investors, LP (“BII”), to facilitate limited grading and drainage work on the Adjacent Property to protect the Avion Burbank site.

The proposed Agreement will give BII access to the Adjacent Property for approximately three months (until March 31, 2020) to install a temporary drainage system which has been approved by the City of Burbank.

Work undertaken under this Agreement will be overseen by a representative of the Authority’s Engineering Department with all costs associated with the installation as the responsibility of BII.

**Motion**

Commissioner Madison moved the Committee recommendation, seconded by Commissioner Wiggins.

**Motion Approved**

The motion was approved (3-0).

**5. Closed Session**

- 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: Environmental Protection Agency (EPA) Claim**

Commissioner Wiggins recessed the meeting to closed session at 10:27 a.m. to discuss items on the closed session agenda.

**Reconvene**

Commissioner Wiggins reconvened the meeting at 10:37 a.m. with the same Commissioners present.

**Closed Session Report**

Commissioner Wiggins announced that no reportable action was taken in closed session.

**6. Items for Information**

- a. Committee Pending Items**

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

**7. Adjournment**

There being no further business, the meeting was adjourned at 10:40 a.m.

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

**MONDAY, FEBRUARY 3, 2020**

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 9:00 a.m., by President Adams.

**1. ROLL CALL**

**Present:** Commissioners Brown, Agajanian, Tornek, Adams, Devine, Wiggins and Selvidge

**Absent:** Commissioners Gharpetian and Madison

**Also Present:** Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Anthony DeFrenza, Director, Engineering; Tom Janowitz, Sr. Manager, Ground Access; Nerissa Sugars, Director, Marketing, Communications and Air Service

**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) December 16, 2019** Approved minutes of the Operations and Development Committee meeting for December 16, 2019, were included in the agenda packet for information purposes.

- 2) **Finance and Administration Committee**
  - (i) **December 16, 2019** Approved minutes of the Finance and Administration Committee meeting for December 16, 2019, were included in the agenda packet for information purposes.
  
- 3) **Legal, Government and Environmental Affairs Committee**
  - (i) **December 10, 2019** Approved minutes of the Legal, Government and Environmental Affairs Committee special meeting for December 10, 2019, were included in the agenda packet for information purposes.
  
- b. **Commission Minutes (For Approval)**
  - 1) **January 21, 2020** Minutes of the January 21, 2020, special Commission meeting were included in the agenda packet for review and approval.
  
- c. **Treasurer’s Report**
  - 1) **November 2019**
  - 2) **October 2019**

At the January 21, 2020, special meeting of the Finance and Administration Committee (“Committee”), the Committee reviewed the November 2019 and October 2019 Treasurer’s Reports and voted unanimously (3–0) to accept the Treasurer’s Reports and recommend that the Commission note and file them.
  
- d. **Resolution No. 485 Adopting the 2020 Authority Investment Policy**

At the January 21, 2020, special meeting of the Finance and Administration Committee (“Committee”), the Committee voted unanimously (3–0) to recommend to the Commission that it adopt a proposed resolution approving the 2020 Authority Investment Policy.
  
- e. **First Amendment to Professional Services Agreement Performance Term Extension – Garver, LLC**

Staff presented for authorization by the Commission, a First Amendment to Professional Services Agreement Performance Term Extension with Garver, LLC. This will extend the current term for an additional six months to June 30, 2020, to complete the implementation of the Safety Management System.



- f. **Request to Support Pledge Against Human Trafficking** Staff submitted for approval by the Commission a Request to Support Pledge Against Human Trafficking by the Federal Aviation Administration, on behalf of the U.S. Department of Transportation.

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

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

AYES: Commissioners Brown, Agajanian, Adams, Tornek, Devine, Wiggins and Selvidge

NOES: NONE

ABSENT: Commissioner Gharpetian and Madison

## 6. ITEMS FOR COMMISSION APPROVAL

- a. **Approval of Amendment No. 2 to SITA Airport Solution Line Service Agreement for Gate Management System** At the January 21, 2020, special meeting of the Operations and Development Committee, the Committee voted unanimously (3–0) to recommend the Commission approve proposed Amendment No. 2 to SITA Airport Solution Line Service Agreement in a not-to-exceed amount of \$469,677 for a Gate Management System.

**MOTION** Commissioner Wiggins moved; seconded by Commissioner Selvidge.

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

AYES: Commissioners Brown, Agajanian, Adams, Tornek, Devine, Wiggins and Selvidge

NOES: NONE

ABSENT: Commissioner Gharpetian and Madison

**b. Award of Contract for Landside Paving Rehabilitation Project Number E19-14**

At the January 21, 2020, special meeting of the Operations and Development Committee (“Committee”), the Committee voted unanimously (3–0) to recommend that the Commission: (i) award a contract for Landside Paving Rehabilitation in the amount of \$141,417 to PaveWest Inc.; (ii) authorize a project budget for construction management, administration and quality assurance testing for a not-to-exceed amount of \$15,000; and (iii) authorize a project aggregate contingency of \$15,000 for unforeseen circumstances that may arise during construction.

**MOTION**

Commissioner Tornek moved; seconded by Commissioner Devine.

**MOTION APPROVED**

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

AYES: Commissioners Brown, Agajanian, Adams, Tornek, Devine, Wiggins and Selvidge

NOES: NONE

ABSENT: Commissioner Gharpetian and Madison

**c. Right of Entry and Access Agreement with Burbank Industrial Investors, LP.**

At the January 21, 2020, meeting of the Legal, Government and Environmental Affairs Committee (“Committee”), the Committee voted unanimously (3–0) to recommend that the Commission approve a proposed Right of Entry and Access Agreement with Burbank Industrial Investors, LP., to facilitate limited grading and drainage work on the Adjacent Property to protect the Avion Burbank site.

**MOTION**

Commissioner Wiggins moved; seconded by Commissioner Brown.

**MOTION APPROVED**

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

AYES: Commissioners Brown, Agajanian, Adams, Tornek, Devine, Wiggins and Selvidge

NOES: NONE

ABSENT: Commissioner Gharpetian and  
Madison

**7. ITEMS FOR COMMISSION  
INFORMATION**

- a. **December 2019 Parking Revenue Statistics** Staff presented an update on the December 2019 Parking Revenue Statistics.
- b. **December 2019 Transportation Network Companies** Staff presented an update on the December 2019 Transportation Network Companies activities.
- c. **December 2019 Passenger/Cargo and Regional Airport Passenger Statistics** Staff presented an update on the December 2019 Passenger/Cargo and Regional Airport Passenger Statistics.
- d. **2019 Annual Community Fundraiser Drive Results** Staff presented the results of the 2019 Annual Community Fundraiser Drive. This year's fundraising efforts were for Jericho Road Pasadena of the City of Pasadena, 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. The Authority was pleased to present a check in the amount of \$6,012. The funds were raised from the support of the Airport community which included tenants, staff and Commissioners.

**8. CLOSED SESSION**

The meeting recessed to close session at 9:38 a.m.

- a. **CONFERENCE WITH LABOR NEGOTIATOR**  
(California Government Code Section 54957.6)  
Authority Representatives: Frank Miller, Executive Director  
Ed Skvarna, Chief of Police/Director  
Public Safety  
Employee Organization: Burbank Airport Police Officers Association
- Meeting Reconvened to Open Session** The meeting reconvened to open session at 10:50 a.m., with all seven (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 10:50 a.m.

\_\_\_\_\_  
Ray Adams, President

\_\_\_\_\_  
Vartan Gharpetian, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 18, 2020**

**CONSENT TO ASSIGNMENT  
AVIATION HANGAR LEASE**

SUMMARY

Pursuant to AT&T Services, Inc.'s ("AT&T") completion of acquisition of GTC Management Services, Inc. ("GTC") on June 14, 2018. GTC desires to assign its Aviation Hangar Lease to AT&T. At the February 3, 2020, meeting of the Finance and Administration Committee ("Committee"), the Committee voted (2-0, 1 absent) to recommend that the Commission authorize consent of the proposed assignment.

BACKGROUND

GTC is a tenant in good standing and initially entered into an Aviation Hangar Lease ("Lease") for Hangars 37, 38 and 39 on or about June 1, 2003, for a total of 72,000 square feet of hangar and office space. The Lease was guaranteed by Warner Communications, Inc. pursuant to a Lease of Guaranty dated June 1, 2003.

Due to change with the flight operations, GTC requested a reduction in their leasehold to only Hangar 37. Amendment No. 1 addressing this change was approved on June 20, 2011. On February 21, 2017, Amendment No. 2 to the Lease was approved extending the lease term to May 31, 2021 with one five-calendar-year extension option.

GTC has since been acquired by AT&T through the acquisition of GTC's parent company, Time Warner, Inc. Accordingly, GTC wishes to assign the Lease to AT&T, pursuant to an Assignment of Lease dated January 15, 2020, copy attached, and seeks consent of such assignment.

REVENUE IMPACT

The proposed Consent to Assignment of the Lease is revenue neutral to the Authority.

RECOMMENDATION

At the February 3, 2020, meeting of the Finance and Administration Committee ("Committee"), the Committee voted (2-0, 1 absent) to recommend that the Commission authorize consent of the proposed assignment and authorize the President of the Authority to execute same.

ASSIGNMENT OF LEASE

This Assignment of Lease ("Assignment") is made as of January 15, 2020 ("Effective Date") by and between GTC Management Services, Inc., a Delaware corporation, formerly known as GTC Aviation ("Assignor"), and AT&T Services, Inc., a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor, as lessee, entered into that certain Aviation Hangar Lease dated June 1, 2003, as same may have been amended from time to time through the Effective Date (collectively, the "Lease"), for certain premises located at the Burbank-Glendale-Pasadena Airport, Burbank, California, as said premises is more particularly described in the Lease; and

WHEREAS, Assignor and Assignee are affiliates of each other, as such term is defined in Section 9.1.2 of the Lease; and

WHEREAS, Assignor desires to assign all of its right, title and interest in the Lease to Assignee, and Assignee desires to accept said assignment.

NOW, THEREFORE, in consideration of the mutual promises herein contained, Assignor and Assignee agree as follows:

1. Assignor hereby assigns and transfers all of its right, title and interest in the Lease to Assignee to have and to hold the same from and after the Effective Date for all the rest of the term of the Lease and any renewals or extensions thereof, subject to all the terms, covenants, conditions and provisions therein contained.

2. Assignee accepts such assignment and assumes and agrees to perform, from and after the Effective Date, all of the terms, covenants, conditions and provisions of the Lease.

3. Each party agrees that it will not raise or assert as a defense to any obligation under this Assignment or make any claim that this Assignment is invalid or unenforceable due to (i) any failure of this document to comply with ministerial requirements including, but not limited to, requirements for corporate seals, attestations, witnesses, notarizations, or other similar requirements, or (ii) the execution of this document by electronic or stamped signatures, and each party hereby waives the right to assert any such defense or make any claim of invalidity or unenforceability due to any of the foregoing.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

GTC Management Services, Inc.,  
a Delaware corporation

By: 

Name: Nikos Vayias  
Title: VP, Controller

ASSIGNEE:

AT&T Services, Inc.,  
a Delaware corporation

By: 

Name: Jim Bielefeldt  
Title: Senior Transactions Manager

## CONSENT TO ASSIGNMENT OF AVIATION HANGAR LEASE

This CONSENT TO ASSIGNMENT OF AVIATION HANGAR LEASE (“Consent”) is dated \_\_\_\_\_, 2020 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 (“Landlord”) in favor of GTC MANAGEMENT SERVICES, INC., a Delaware corporation (“Former Tenant”) and AT&T SERVICES, INC., a Delaware corporation (“New Tenant”).

### RECITALS

A. Landlord and Former Tenant entered into that certain Aviation Hangar Lease dated June 1, 2003, as amended by that certain Amendment of Aviation Hanger Lease dated June 20, 2011 and that certain Second Amendment of Aviation Hanger Lease dated February 21, 2017 (together, the “Lease”).

B. The Lease was guaranteed by Warner Communications, LLC (fka Warner Communications, Inc.) (“Guarantor”), pursuant to that certain Lease Guaranty dated June 1, 2003 (the “Guaranty”).

C. Section 9.1 of the Lease provides that assignments of the Lease require Landlord’s consent, and that a change in the power to direct the management and policies of Tenant also requires Landlord’s consent.

D. Time Warner, Inc. owns Former Tenant. Former Tenant recently informed Landlord that on June 14, 2018, AT&T Inc. acquired Time Warner Inc. by a merger of Time Warner Inc. into West Merger Sub II, LLC, a wholly owned subsidiary of AT&T, Inc., and West Merger Sub II, LLC then changed its name to “Warner Media, LLC” (collectively the “Change of Control”), such that Warner Media, LLC now indirectly owns Former Tenant, and AT&T Inc., as owner of Warner Media, LLC, also indirectly owns Former Tenant.

E. New Tenant is a wholly-owned subsidiary of AT&T Inc.

F. Former Tenant desires to assign the Lease to New Tenant (which is in effect a sister company to Former Tenant, both being directly or indirectly owned by AT&T Inc.) pursuant to that certain Assignment of Lease dated January 15, 2020 (the “Assignment”).

G. Former Tenant and New Tenant have requested that Landlord, in light of the creditworthiness of New Tenant, Landlord terminate the Guaranty.

H. Former Tenant and New Tenant also recently informed Landlord that notices under Section 22.11 of the Lease no longer need to be sent to Former Tenant, and that New Tenant’s addresses for notices under Section 22.11 of the Lease are as set forth below.

I. Former Tenant and New Tenant have requested that Landlord consent to the Change of Control and the Assignment and acknowledge the change in the address for notices under the Lease.



REPRESENTATIONS; CONSENT

1. Representations. Former Tenant and New Tenant represent and warrant to Landlord that the above Recitals are true and correct, and that the new addresses for notices for the "Tenant" under the Lease are:

AT&T Services, Inc.  
One AT&T Way  
Lease Administration, Room B201  
Bedminster, NJ 07921

With a concurrent copy to:

AT&T Services, Inc.  
AVP Senior Legal Counsel – Real Estate  
208 S. Akard Street, Room 3137  
Dallas, TX 75202

And with a concurrent copy to:

AT&T Services, Inc.  
Attn: Portfolio Management – Burbank  
600 E. Green Street, Room 300  
Pasadena, California 91101  
Telephone: (626) 817-4312

2. Consent. Landlord hereby consents to the Change of Control and the Assignment and acknowledges the change in the addresses for notices.
3. Termination of Lease Guaranty. The Guaranty is hereby terminated.
4. No Release; Reservation of Rights. Neither the Assignment, nor the Change in Control, nor Landlord's consent thereto shall release Former Tenant from any liabilities or obligations heretofore or hereafter arising under the Lease. Nothing in this Consent is intended to waive any defaults by Former Tenant or New Tenant that may exist under the Lease, and Landlord hereby reserves all of its rights and remedies with respect to any such defaults.





IN WITNESS WHEREOF, this Consent has been executed as of the date first set forth above.

**LANDLORD:**

BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**REPRESENTATIONS CONFIRMED:**

AT&T SERVICES, INC.,  
a Delaware corporation

By:   
Print Name: Jim Bielefeldt  
Title: Senior Transactions Manager

GTC MANAGEMENT SERVICES, INC.,  
a Delaware corporation

By:   
Print Name: Nikos Vayias  
Title: VP, Assistant Controller

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 18, 2020**

**AGREEMENTS WITH  
BURBANK TRANSPORTATION MANAGEMENT ORGANIZATION  
AND STEER DAVIES & GLEAVE, INC.**

**SUMMARY**

At the February 3, 2020, meeting of the Legal, Government and Environmental Affairs Committee (“Committee”), the Committee voted (2–0, 1 absent), to recommend that the Commission authorize 1) a membership agreement with the Burbank Transportation Management Organization (“BTMO”) and 2) a new professional services agreement (“PSA”) with Steer Davies & Gleave, Inc. (“Steer”), which is the contract management service provider for the BTMO.

Both the BTMO membership agreement and the Steer PSA will have a 28-month term (March 1, 2020 to June 30, 2022). The BTMO membership fee will be \$6,667 for the first 4 months and will be \$20,000 for each 12-month period thereafter. Steer’s fee will be \$3,840 for the first 4 months, will be \$25,460 for the next 12 months, and will be \$29,840 for the final 12 months.

Staff recommends entering into the following agreements with a total cost of \$105,807 over 2 years and 4 months:

- BTMO membership agreement – March 1, 2020 to June 30, 2022 - \$46,667; and
- Steer PSA – March 1, 2020 to June 30, 2022 - \$59,140.

**BACKGROUND**

Participation in the BTMO and implementation of a trip reduction program are conditions of approval specified in the 2017 Development Agreement executed by the Authority and the City of Burbank (“City”).

On November 4, 2019, the Commission approved a voluntary Memorandum of Understanding with the South Coast Air Quality Management District (“SCAQMD”) and an Air Quality Improvement Plan (“AQIP”) to minimize air emissions related to non-aircraft mobile source activities at the Airport. The AQIP includes policies and initiatives aimed at reducing harmful greenhouse gas emissions including a sub-section for trip reduction measures. An important AQIP measure contained in that sub-section addresses establishment of an airport employee rideshare policy.

As a BTMO member, the Authority would have access to the following BTMO general services:

1. Program Assistance and Events:

- Coordination with Metro’s Guaranteed Ride Home, Employer Transit Pass, Vanpool and Online Ride-matching programs;
- An additional start-up subsidy for vanpools and vanpool riders;

- Participation in regional events such as Bike & Walk to Work Day and Rideshare Week;
- One custom on-site event
  - Bike commuting skills/safety course taught by a certified instructor;
  - Multi-modal Transportation Resource Fair;
  - 'Try Transit' Outing;
  - Other Lunch and Learns to fit the specific needs of Airport employees; and
- Assistance with the League of American Bicyclists' Bicycle Friendly Business application.

2. Commuter Information and Customer Service:

- Fully-stocked display of transit, bike, vanpool and carpool resources for worksite;
- Bi-weekly electronic updates on relevant construction, transit route and fare changes, and local news for their employees; and
- Personal commute planning assistance to employees.

3. Regulatory Assistance:

- Fulfilling the "BTMO Membership" requirement as per the Development Agreement with the City for the Replacement Passenger Terminal;
- Assisting with the annual survey as required by the City and SCAQMD;
- Reviewing the annual Employee Commute Reduction Program prior to submittal to SCAQMD; and
- Training and ongoing support to assigned Employee Transportation Coordinator ("ETC") and acting as a liaison with SCAQMD.

In addition to the basic BTMO membership, Steer is to provide the following ETC services to the Authority to promote sustainable commuting and reduce drive-alone commute trips to and from the Airport:

<b>Initial Term: March 1 through June 30, 2020</b>	
<p><b>1. Existing Conditions/Baseline Report - \$3,840/one-time</b></p> <p>Steer will undertake an existing conditions exercise to establish a baseline of current travel behavior and identify key areas of improvement. This effort includes:</p> <ul style="list-style-type: none"> <li>• One meeting with select Airport staff and tenants to understand barriers and challenges to commuting to work via alternative modes;</li> <li>• Examination of current and future projects planned at or near the Airport which will affect on-site congestion or parking;</li> <li>• Researching current mobility options available to employees commuting to the Airport; and</li> <li>• Taking inventory of any existing rideshare and Transportation Demand Management ("TDM") programs at the Airport.</li> </ul>	<p><i>Deliverable:</i></p> <ul style="list-style-type: none"> <li>• An existing condition report which summarizes employee mode splits, points of origins/destination, the challenges faced by employees commuting to the Airport, current mobility options and TDM programs, and any gaps in service</li> </ul>

<b>First Full Year: July 1, 2020 through June 30, 2021 - \$25,460</b>	
<p><b>2. Annual Average Vehicle Ridership (“AVR”) Survey - \$5,840 (July 1 through September 30, 2020, with annual recurring)</b></p> <p>To fulfill City and SCAQMD air quality requirements and to understand current employee travel behavior, Steer will lead the administration of the annual AVR survey for the Airport, including:</p> <ul style="list-style-type: none"> <li>• Administering and monitoring the survey to ensure a high response rate;</li> <li>• Completing the compliance forms for submittal to the City of Burbank and SCAQMD;</li> <li>• Recommending attitudinal behavior questions to be added to the survey; and</li> <li>• Analyzing the data to inform TDM programming.</li> </ul>	<p><i>Deliverables:</i></p> <ul style="list-style-type: none"> <li>• Completed AVR compliance forms for the City and SCAQMD approval</li> <li>• Report summarizing employee travel behavior based on survey results</li> </ul>
<p><b>3. Development of Rideshare Plan - \$5,620/one-time (October 1 through December 31, 2020)</b></p> <p>As a culmination of Tasks 1 and 2, Steer will develop a detailed Rideshare Plan to provide options and flexibility to employees on their commutes to work. The final plan will include:</p> <ul style="list-style-type: none"> <li>• Recommended TDM Strategies;</li> <li>• Proposed partnerships with local and regional organizations;</li> <li>• Implementation plan and timeline; and</li> <li>• A proposed three-year budget</li> </ul>	<p><i>Deliverables:</i></p> <ul style="list-style-type: none"> <li>• Draft Rideshare Plan with one (1) revision by the Authority</li> <li>• Final Rideshare Plan with comments incorporated</li> </ul>
<p><b>4. Implementation of Rideshare Plan - \$8,000/first quarter (January 1 through March 31, 2021)</b></p> <p>It is anticipated that implementation of the Rideshare Plan will begin in January 2021. Steer will then operate as the Airport’s ETC and implement the rideshare plan as outlined above, including:</p> <ul style="list-style-type: none"> <li>• TDM strategy design and implementation;</li> <li>• Additional events;</li> <li>• Commuter challenges, etc.</li> </ul>	<p><i>Deliverables:</i></p> <ul style="list-style-type: none"> <li>• Monthly progress reports on past accomplishments and upcoming goals related to TDM programs, events, and commuter challenges</li> </ul>
<p><b>5. Implementation of Rideshare Plan - \$6,000/second quarter (April 1 through June 30, 2021)</b></p> <p>Steer will continue to operate as the Airport’s ETC and implement the rideshare plan as outlined above, including the tasks and deliverables described in Item 4.</p>	<p><i>Deliverables:</i></p> <ul style="list-style-type: none"> <li>• Monthly progress reports on past accomplishments and upcoming goals related to TDM programs, events, and commuter challenges</li> </ul>

<b>Second Full Year: July 1, 2021 through June 30, 2022</b>	
<p><b>6. Implementation of Rideshare Plan - \$6,000/quarterly throughout the year (July 1, 2021 through June 30, 2022)</b></p> <p>Steer will continue to operate as the Airport's ETC and implement the rideshare plan as outlined above, including the tasks and deliverables described in Item 4.</p>	<p><i>Deliverables:</i></p> <ul style="list-style-type: none"> <li>• Monthly progress reports on past accomplishments and upcoming goals related to TDM programs, events, and commuter challenges</li> </ul>
<p><b>7. Annual AVR Survey - \$5,840 (April 1 through June 30, 2022)</b></p> <p>Steer will provide the Authority with support by administering the second annual AVR survey for the Airport, including the tasks and deliverables described in Item 2.</p>	<p><i>Deliverables:</i></p> <ul style="list-style-type: none"> <li>• Completed AVR compliance forms for the City and SCAQMD approval</li> <li>• Report summarizing employee travel behavior based on survey results</li> </ul>

**TERM**

The proposed BTMO membership agreement will have a 28-month term commencing March 1, 2020 and ending June 30, 2022. The annual membership fee will be \$20,000 and this fee will be prorated to \$6,667 for the first 4 months of the agreement.

The proposed Steer PSA will have a 28-month term to coincide with the BTMO membership agreement. Compensation for services will be for development of certain initial baseline information (Existing Conditions) in the amount of \$3,840 for the first 4 months. Implementation and annual reporting fees in the ensuing years are \$25,460 for the first full year and \$29,840 for the second full year.

Both the BTMO membership agreement and the Steer PSA are subject to termination, without cause, on 30 days' notice.

**FUNDING**

The FY 2020 budget contains a funding allocation sufficient to cover the proposed BTMO membership agreement and Steer reporting and development of baseline conditions through the end of this fiscal year. Continued membership and required services will be covered in future fiscal years' budgets.

## RECOMMENDATION

At the February 3, 2020, meeting of the Legal, Government and Environmental Affairs Committee (“Committee”), the Committee voted (2–0, 1 absent), to recommend that the Commission approve the proposed membership with the Burbank Transportation Management Organization and the Professional Services Agreement with Steer Davies & Gleave, Inc., for required services under the membership agreement.

**MEMBERSHIP AGREEMENT**

(Burbank-Glendale-Pasadena Airport Authority/Burbank Transportation Management Organization (BTMO))

THIS MEMBERSHIP AGREEMENT ("Agreement") is dated January 21, 2020 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("BGPAA"), a joint powers agency, and the Burbank Transportation Management Organization ("BTMO"), a nonprofit corporation.

1. Contact Information.

Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Executive Director  
Fax: 818/557-0263  
E-mail: [FMiller@bur.org](mailto:FMiller@bur.org)

Membership Provider  
Burbank Transportation Management Organization (BTMO)  
200 W. Magnolia Blvd.  
Burbank, CA 91502  
Attn: Chair  
E-mail: [mc@cusumanogroup.com](mailto:mc@cusumanogroup.com)

2. Term. The term of this Agreement shall commence on March 1, 2020 and shall expire on June 30, 2022. Either party may terminate this Agreement at any time without cause on 30 days notice to the other party.

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

Burbank-Glendale-Pasadena  
Airport Authority

Burbank Transportation Management Org.

\_\_\_\_\_  
Ray Adams, President

  
\_\_\_\_\_  
Michael Cusumano, Board Chair

## EXHIBIT “A”

### Scope of Services

As a BTMO Member, BGPAA will have access to the following services:

#### **Item 1: Program Assistance and Events**

- Coordination with Metro’s Guaranteed Ride Home, Employer Transit Pass, Vanpool and Online Ride-matching programs;
- An additional start-up subsidy for vanpools and vanpool riders;
- Participation in regional events such as Bike & Walk to Work Day and Rideshare Week;
- One custom on-site event:
  - Bike commuting skills/safety course taught by a certified instructor;
  - Multi-modal Transportation Resource Fair;
  - ‘Try Transit’ Outing;
  - Other Lunch and Learns to fit the specific needs of their employees; and
- Assistance with the League of American Bicyclists’ Bicycle Friendly Business application.

#### **Item 2: Commuter Information and Customer Service:**

- Fully-stocked display of transit, bike, vanpool and carpool resources for worksite;
- Bi-weekly electronic updates on relevant construction, transit route and fare changes, and local news for their employees; and
- Personal commute planning assistance to employees.

#### **Item 3: Regulatory Assistance:**

- Fulfilling the “BTMO Membership” requirement as per the Development Agreement with the City of Burbank;
- Assisting with the annual survey as required by the City of Burbank and South Coast Air Quality Management District (SCAQMD);
- Reviewing the annual plan or Employee Commute Reduction Program (ECRP) prior to submittal to SCAQMD; and
- Training and ongoing support to assigned Employee Transportation Coordinator (ETC) and acting as a liaison with SCAQMD.

The BTMO is excited at the opportunity to welcome BGPAA as a member. BTMO thanks the airport for their dedication to reducing congestion and improving mobility in Burbank and for the commitment to the Air Quality Improvement Program (AQIP) which will help the airport become greener overall. BTMO looks forward to supporting the AQIP’s Trip Reduction Programs initiative by helping airport employees get to work more sustainably.

BTMO membership will provide the airport with access to all of the services and programs listed above and will help connect the airport’s employees and tenants with the multitude of transportation options in the Burbank region. Membership in the BTMO also satisfies the City of Burbank’s Development Agreement requirements and enables the City to reduce congestion and take cars off the road.



The BTMO is a private sector, non-profit organization formed to help businesses in the City of Burbank meet their obligations under the Burbank Media District or Burbank City Center Municipal Codes (Sections 10-1-2132/10-1-2534) and abide by individual Development Agreements with the City. BTMO provides a variety of services to help businesses comply with the City's ordinance and provide transportation options to their employees. More information about the BTMO is available on the website – [www.btmo.org](http://www.btmo.org), in the Annual Report and via bi-weekly updates with information on I-5 construction, Metrolink and more.

## **EXHIBIT “B”**

### **Fee Schedule**

The total budget for Items 1 through 3 in the Scope of Services from March 1, 2020 through June 30, 2022 is \$46,666.67, as follows:

- BTMO Costs from March 1, 2020 through June 30, 2020: \$6,666.67;
- BTMO Costs from July 1, 2020 through June 30, 2021: \$20,000; and
- BTMO Costs from July 1, 2021 through June 30, 2022: \$20,000.

The annual BTMO membership fee for BGPAA is \$20,000. For the initial term (March 1, 2020 through June 30, 2020), the BTMO membership fee for the BGPAA shall be \$6,666.67. Membership dues shall be \$20,000 per year for each subsequent full year.

This reflects a fee of \$18 per employee per year to a cap of \$20k annually to align with BTMO’s membership fees which were established by the Board for their members.

The annual rate is based on the number of employees at the particular worksite. As BGPAA operates as a landlord to multiple tenants, this fee will pertain to the roughly 2,200 employees who work there, including the TBI Airport Management Inc. private management contract, concessionaire, airline, and federal agency employees, etc.

**PROFESSIONAL SERVICES AGREEMENT**

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

THIS PROFESSIONAL SERVICES AGREEMENT is dated January 21, 2020 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 employee transportation coordinator support Services 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”: March 1, 2020.
- 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, 2022.
- 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 commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated.

**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. In no event shall Consultant's compensation under this Agreement exceed \$3,840 for the four-month Initial Term (March 1, 2020 - June 30, 2020). Additionally, in no event shall Consultant's compensation under this Agreement exceed \$25,460 for the first full year (July 1, 2020 - June 30, 2021) or \$29,840 for the second full year (July 1, 2021 - June 30, 2022).

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 10 business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

**5. Independent Contractor Status.** Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement. 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 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  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Executive Director  
Fax: 818/557-0263  
E-mail: [FMiller@bur.org](mailto:FMiller@bur.org)

Consultant  
Steer Davies & Gleave, Inc.  
800 Wilshire Blvd., Suite 1320  
Los Angeles, CA 90014  
E-mail: [lisa.buchanan@steergroup.com](mailto:lisa.buchanan@steergroup.com)

**14. Assignability.** Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the 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 regarding employee transportation coordinator support services. This Agreement supersedes all prior oral or written negotiations, representations and contracts regarding this subject matter. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.


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

Burbank-Glendale-Pasadena  
Airport Authority

Steer Davies & Gleave, Inc.

\_\_\_\_\_  
Ray Adams, President

  
\_\_\_\_\_  
Lisa Buchanan, Director

  
\_\_\_\_\_  
Alasdair Dawson  
 Chairman  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**

**Initial Term: March 1 through June 30, 2020**

**Item 1: Existing Conditions Report** –Consultant will provide support to the Authority by preparing an existing conditions report which will summarize the challenges faced by employees commuting to the Airport, current mobility options and Transportation Demand Management (TDM) programs, and any gaps in service. This will help to form a baseline of current travel behavior and identify key areas of improvement. This task will include the following:

- One meeting with select Airport staff and tenants to understand barriers and challenges to commuting to work via alternative modes;
- Examination of current and future projects planned at or near the Airport which will affect on-site congestion or parking;
- Researching current mobility options available to employees commuting to the Airport; and
- Taking inventory of any existing rideshare and TDM programs at the Airport.

*Deliverable:*

- An existing conditions report which summarizes the challenges faced by employees commuting to the Airport, current mobility options and TDM programs, and any gaps in service.

**First Full Year: July 1, 2020 through June 30, 2021**

**Item 2: Annual Average Vehicle Ridership (AVR) Survey - July 1 through September 30, 2020, with annual recurring)**

Consultant will provide the Authority with support by administering the annual AVR survey for the Airport. This will fulfill City and South Coast Air Quality Management District (SCAQMD) air quality requirements and help the Airport to understand current employee travel behavior to form the basis of an Employee Rideshare Plan.

This task will include the following:

- Administering and monitoring the survey to ensure a high response rate;
- Completing the compliance forms for submittal to the City of Burbank and SCAQMD;
- Recommending attitudinal behavior questions to be added to the survey; and
- Analyzing the data to inform TDM programming.

*Deliverables:*

- Completed AVR compliance forms for the City and SCAQMD approval
- Report summarizing employee travel behavior based on survey results

**Item 3: Development of Rideshare Plan – (October 1 through December 31, 2020)**

As a culmination of Items 1 and 2, Steer will develop a detailed Rideshare Plan to provide options and flexibility to employees on their commutes to work. The final plan will include:

- Recommended TDM Strategies;
- Proposed partnerships with local and regional organizations;
- Implementation plan and timeline; and
- A proposed three-year budget.

*Deliverables:*

- Draft Rideshare Plan with one (1) revision by Airport
- Final Rideshare Plan with comments incorporated

**Item 4: Implementation of Rideshare Plan - first quarter (January 1 through March 31, 2021)**

It is anticipated that implementation of the Rideshare Plan will begin in January 2021. Steer will then operate as the Airport’s Employee Transportation Coordinator (ETC) and implement the rideshare plan as outlined above, including:

- TDM strategy design and implementation;
- Additional events;
- Commuter challenges, etc.

*Deliverables:*

- Monthly progress reports on past accomplishments and upcoming goals related to TDM programs, events, and commuter challenges.

**Item 5: Implementation of Rideshare Plan - second quarter (April 1 through June 30, 2021)**

Steer will continue to operate as the Airport’s ETC and implement the rideshare plan as outlined above, including the tasks and deliverables described in Item 4.

**Second Full Year: July 1, 2021 through June 30, 2022**

**Item 6: Implementation of Rideshare Plan – quarterly throughout the year (July 1, 2021 through June 30, 2022)**

Steer will continue to operate as the Airport’s ETC and implement the rideshare plan as outlined above, including the tasks and deliverables described in Item 4.

**Item 7: Annual Average Vehicle Ridership (AVR) Survey – April 1 through June 30, 2022)**

Consultant will provide the Authority with support by administering the second annual AVR survey for the Airport, including the tasks and deliverables described in Item 2.

**EXHIBIT “B”  
Fee Schedule**

**Initial Term: March 1 through June 30, 2020 - \$3,840**

The total budget for the initial term (Item 1 - Existing Conditions Report) is \$3,840 provided on a time and materials, not-to-exceed basis.

**Item 1: Existing Conditions Report - \$3,840**

**First Full Year: July 1, 2020 through June 30, 2021 - \$25,460**

The total budget for the first full year (Items 2 through 5 – Annual AVR Survey, Development of Rideshare Plan, and Implementation of Rideshare Plan - first and second quarters) is \$25,460 provided on a time and materials, not-to-exceed basis.

**Item 2: Annual AVR Survey - \$5,840 (*annual recurring*)**

**Item 3: Development of Rideshare Plan - \$5,620**

**Item 4: Implementation of Rideshare Plan - \$8,000 (first quarter)**

**Item 5: Implementation of Rideshare Plan - \$6,000 (second quarter)**

**Second Full Year: July 1, 2021 through June 30, 2022 - \$29,840**

The total budget for the second full year (Items 6 and 7 – Implementation of Rideshare Plan (quarterly throughout the year) and Annual AVR Survey) is \$29,840 provided on a time and materials, not-to-exceed basis.

**Item 6: Implementation of Rideshare Plan - \$24,000 (\$6,000 per quarter)**

**Item 7: Annual AVR Survey - \$5,840 (*annual recurring*)**

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 18, 2020**

**PROFESSIONAL SERVICES AGREEMENT WITH  
TRIFILETTI CONSULTING INC.**

**SUMMARY**

At the February 3, 2020, meeting of the Legal, Government and Environmental Affairs Committee (“Committee”), the Committee voted (2–0, 1 absent) to recommend that the Commission authorize a professional services agreement (“PSA”) with Trifiletti Consulting Inc. (“Trifiletti”) for additional Airport Environmental Consulting/Advisory Services and Project Advisory Services with an approved budget of \$55,000 to cover the continued services of Trifiletti as well sub-contracted services provided to Trifiletti by CDM Smith. The services to be provided include the necessary technical support associated with the implementation of the Airport’s Air Quality Improvement Plan (“AQIP”) and are detailed in the attached in Exhibits A and C.

**BACKGROUND**

On May 2018, the South Coast Air Quality Management District (“SCAQMD”) Board directed the South Coast Basin (“Basin”) airports to develop a voluntary Memorandum of Understanding (“MOU”) to achieve emission reductions in the South Coast Basin. Since August 1, 2018, as part of the MOU process, Trifiletti led the facilitation of the MOU and helped staff reach this important milestone by producing the following:

- **Hollywood Burbank Airport Air Quality Improvement Plan:**

Trifiletti and CDM Smith helped BUR develop 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-term commitment to emission reduction and sustainability, which is reflected in the Airport’s operations and development plans, and which is now being documented in the AQIP. The AQIP includes measures for clean fleet programs, covering a ground support equipment 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. On November 4, 2019, the Authority adopted the voluntary MOU 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 committed to implement these eligible SIP creditable measures and to achieve the performance targets in these measures. The Authority also committed 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.

### SCOPE OF SERVICES

On December 6, 2019, SCAQMD adopted all MOUs for all five commercial airports and is expecting mid-year progress reports as well as end of year quantitative reports on MOU SIP creditable measures. Trifiletti, with the assistance of CDM Smith will develop BUR's annual emission inventories throughout end of 2020 and will launch the implementation of the BUR AQIP program. Trifiletti will also lead the facilitation and coordination work with SCAQMD, including the production of a midyear status report to SCAQMD and representation at the SCAQMD Facility Based Measure Working Group.

Additionally, Trifiletti will provide additional staff support to ensure that the Replacement Passenger Terminal ("RPT") project is included in the 2020 Southern California Association of Governments' Regional Transportation Plan Update, provide strategic environmental support regarding the RPT project as it relates to the AQIP implementation, and assist and support airline interface for the development of airline term sheets, and replacement of Airport Use Agreement as it relates to the AQIP implementation.

### FUNDING

The FY 2020 budget contains a funding allocation sufficient to cover the proposed PSA with Trifiletti.

### RECOMMENDATION

At its February 3, 2020, meeting, the Committee voted (2-0, 1 absent) to recommend that the Commission authorize the proposed PSA with Trifiletti in the amount of \$55,000 as described above.

## EXHIBIT A

### TRIFILETTI CONSULTING SCOPE OF SERVICES

#### AIRPORT ENVIRONMENTAL CONSULTING/ADVISORY SERVICES AND PROJECT ADVISORY SERVICES

Trifiletti Consulting, Inc. (Trifiletti) shall assist Hollywood Burbank Airport by providing the following environmental, entitlement, land use, sustainability and governmental consulting on complex airport and transportation aviation projects and related professional services:

##### Environmental Consulting/Advisory Services:

- Advise on sustainability policies as necessary to support the entitlement efforts at Hollywood Burbank Airport, including but not limited to coordination with the AQMD on the updates of future Air Quality Management Plan (AQMP), SCAG's latest Regional Transportation Plans, and its relationship to future MOUs with the AQMD.
- Assist with the update of the Southern California Association of Governments' Regional Transportation Plan Update, attend airport meetings to assist in developing the RTP, assist in consultation with SCAG to ensure critical Burbank capital projects, including the Terminal Replacement Project is included in the RTP
- Assist Hollywood Burbank Airport to secure Hollywood Burbank Airport's Conformity allocations and determinations are secured to support federal funding and grant funding requests.
- Assist the Hollywood Burbank Airport with grant funding support and continue to provide strategic advice regarding the ongoing Environmental Impact Statement for the Terminal Replacement Project.
- Provide strategic land use, environmental, entitlement, real estate, transportation, and governmental/public outreach consulting for airport projects, and advise, review, or prepare, as requested, environmental review documents for airport projects in compliance with the California Environmental Quality Act and the National Environmental Policy Act.
- Provide advice on the general conformity requirements for the 14 Gate Terminal Concept, which includes a 2-story structure, 14 gates, improved centralized functions, public auto parking garage, convenient terminal access, and other support facilities, such as relocated air cargo building, GSE/maintenance building and a new aircraft rescue firefighting station.
- Assist Hollywood Burbank Airport with agency coordination, including but not limited to City of Los Angeles, Los Angeles Department of Transportation, Los Angeles Department of City Planning, Los Angeles Public Works Department, South Coast Air Quality Management District, County Airport Land Use Commission, Southern California Association of Governments, Los Angeles Regional Water Quality Control Board, Los Angeles County Metropolitan Transportation Authority, California Public Utilities Commission, and the California Department of Transportation.

- Assist with stakeholder coordination, communication and external affairs, including but not limited to coordination with community stakeholders, elected officials and regulatory /responsible agencies.

Proposed Terminal Replacement Project Advisory Services:

- Define and refining policy objectives and goals associated with the Project and provide strategic advisory services to strategically define critical program considerations to advance the project in a coordinated manner towards an environmental process and the decision point for the Hollywood Burbank Airport.
- Provide leadership and direction associated with the program to support the project definition process and development of specific technical data by others.
- Evaluate data/information to identify critical policy and other issues, develop potential strategies including benefits/consequences considerations to support informed decision making.
- Support meetings/briefings in support of the Airport Authority's decision making on potential strategies/roadmap for furthering program development and implementation, including assisting with the Project Program Management Team selection process and contract development.
- Assist Hollywood Burbank Airport with updating the South Coast AQMD's Air Quality Management Plan and State Implementation Plan to include the Terminal Replacement Project, including all project components and enabling projects. Support the final completion and adoption of the Project on the RTP and if/as required by the Build America Bureau the STIP.
- Support and assist with financial feasibility analysis, especially as it relates to environmental regulatory, CEQA/NEPA obligations, FAA requirements, and environmental policies associated with the implementation of sustainability plan and AQIP implementation.
- Assist and support airline interface for the development of airline term sheets, and replacement of Airport Use Agreement (AUA). Provide input regarding environmental policies, regulations, sustainability costs to the Financial Feasibility study and Airport Use Agreement negotiations

In addition, Trifiletti will manage and partner with the subconsultant, CDM Smith, to develop the 2020 annual emission inventories. CDM Smith's detailed scope and fee is depicted in Exhibit C for your reference. Trifiletti will also lead the facilitation and coordination work with the AQMD, including the production of a midyear status report to the AQMD and representation at the AQMD Facility Based Measure Working Group.

All consulting services and related professional services shall be completed to the satisfaction of the Hollywood Burbank Airport Deputy Executive Director of Planning & Development or any other appropriate designee of the Executive Director.

All advice provided by Trifiletti shall be reviewed in a significant, substantive manner by Hollywood Burbank Airport Deputy Executive Director of Planning & Development or any other appropriate designee of the Executive Director, and Trifiletti shall not have the independent authority to enter into or approve any contracts, issue any permits, or adopt or approve any plan, report, policy, etc., on behalf of Hollywood Burbank Airport.

When interacting with Hollywood Burbank Airport personnel, other Agencies, stakeholders, the public, etc. pursuant to this Agreement, Trifiletti shall solely represent Hollywood Burbank and its interests.



## EXHIBIT B

### TRIFLETTI CONSULTING, INC. FEES

Trifletti proposes to assist Hollywood Burbank Airport by providing expert environmental, entitlement, sustainability, land use, and governmental consulting on complex airport and transportation aviation projects and related professional consulting services, not to exceed \$55,000 for services rendered November 1, 2019 thru June 30, 2020. This amendment total includes a budget of \$40,000 for Trifletti's services and \$15,000 for CDM Smith's services, at the hourly rates of:

Lisa Trifletti, Principal	\$290 per hour,
Environmental Specialist	\$180 per hour
Planning Associate	\$130 per hour
CDM Smith Subconsultant Services	\$15,000 (not to exceed)
Photocopies	\$0.15 per copy for copying materials over \$100
Facsimile	\$0.25 per page

Direct expenses such as parking, copy fees, database research, authorized travel and related expenses will be billed at actual costs.

Any out-of-state or long-distance travel required to conduct the above-mentioned workplace investigations, compliance training or related services shall be approved in advance by the Executive Director or an authorized designee.

*\*\*\*The following page provides a fee proposal and break down of services by task for services rendered from July 1, 2019 thru June 30, 2020.*

# Trifiletti Consulting Inc. Fee Proposal

Project Manager: Lisa Trifiletti

Date: 1/15/2020



**TRIFILETTI**  
CONSULTING INC

Schedule of Services: November 1, 2019 thru June 30, 2020

Project: Hollywood Burbank Airport - Airport Environmental Consulting/ Advisory Services and Project Advisory Services

Total Project Cost: \$ 55,000.00

Task	Consultant/Sub Consultant	Description	Schedule		Total Cost
			Begin Date	End Date	
1	Trifiletti Consulting	Environmental Emissions Consulting - MOU finalization (cost already incurred and completed work)	11/1/19	6/30/20	\$ 10,000.00
2	Trifiletti Consulting	Environmental Consulting/Advisory Services - AQIP implementation, MOU Mid Year Report	11/1/19	6/30/20	\$ 25,000.00
3	Trifiletti Consulting	Terminal Replacement Project Support	11/1/19	6/30/20	\$ 5,000.00
4	CDM Smith	Annual Airport Emission Inventories	1/1/20	6/30/20	\$ 15,000.00
<b>Other Direct Costs</b>					
Photocopies					
Facsimile					
<b>Totals =</b>					<b>\$ 55,000.00</b>

Direct expenses such as parking, copy fees, database research, authorized travel and related expenses will be billed at actual costs.

Any out-of-state or long-distance travel required to conduct the above-mentioned workplace investigations, compliance training or related services shall be approved in advance by the Executive Director or an authorized designee.

## EXHIBIT C

### CDM SMITH SCOPE OF SERVICES

#### AIRPORT ENVIRONMENTAL CONSULTING/ADVISORY SERVICES AND PROJECT ADVISORY SERVICES

#### SUMMARY SCOPE OF WORK (Fiscal Year 2019-2020)

##### Annual Airport Emission Inventory Methodologies

Beginning in 2021, and every year thereafter through 2032 (total of 12 years), BUR will be required to provide an annual emissions inventory report for the previous calendar year to the South Coast AQMD. For fiscal year 2019-2020, CDM Smith will work closely with Trifiletti and BUR staff to develop the approach and methods for determining the 2020 annual emission inventories for the following airport-related emission sources and activities:

- Ground Support Equipment (GSE)
- Construction Activity and Emissions
- Airport-Owned Vehicle Fleet
- Electric Vehicle Charging Infrastructure

##### Other Air Quality-Related Benefits

In addition to the methodologies noted above, CDM Smith will also identify potential approaches associated with estimating air quality benefits for the following BUR AQIP elements:

- Trip Reduction Programs. CDM Smith will work closely with Trifiletti and BUR staff to develop approaches for identifying benefits from BUR trip reduction programs (such as the Regional Intermodal Transportation Center, Employee Rideshare Policy, and Burbank-Metrolink Shuttle Connection).
- Sustainable Design Programs. CDM Smith will work closely with Trifiletti and BUR staff to develop approaches for identifying benefits from BUR Sustainable Design Programs (such as BUR Replacement Terminal Project, BUR Sustainable Hanger Project, and Solar Facility).

Associated with the work noted above, CDM Smith staff may attend up to 3 meetings at the airport.

##### Budget

CDM Smith estimates that the budget for completing the 2020 for services rendered November 1, 2019 thru June 30, 2020 annual inventory and benefit calculations will be \$15,000. This budget assumes that the 2020 emission inventories will not be completed under this scope of work. \*

---

\* The 2020 annual emission inventory calculations will be developed under the 2020-2021 fiscal year budget and are NOT included in this scope of work.

Schedule

CDM Smith will complete the methodologies by June 30, 2020.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 18, 2020**

**APPROVAL OF AMENDMENT NO. 3 TO  
NOISE AND FLIGHT TRACK MONITORING SYSTEM  
EXTENDED MAINTENANCE AND SUPPORT AGREEMENT  
FOR AN UPGRADE TO WIRELESS NOISE MONITORING TERMINAL COMMUNICATION  
TECHNOLOGY**

SUMMARY

At its meeting on February 3, 2020, the Legal, Government and Environmental Affairs Committee voted (2–0, 1 absent) to recommend that the Commission approve Amendment No. 3 (“Amendment”) to the Noise and Flight Track Monitoring System Extended Maintenance and Support Agreement (“Agreement”) with EMS Bruel & Kjaer Inc. (“B&K”), copy attached. The proposed Amendment upgrades the noise monitoring terminal (“NMT”) communication technology from a wired network to a wireless network and adds support and cellular services.

The cost of the installation of the wireless network is a one-time service charge of \$24,540. An annual fee of \$14,400 for support and cellular service increases the annual Agreement cost from \$105,422 to \$119,822.

BACKGROUND

The current Noise and Flight Track Monitoring System consists of 20 NMT sites located in the vicinity of the Airport. The system correlates recorded noise events to flight tracks provided by the Federal Aviation Administration and provides a publicly accessible research tool known as WebTrak. The system was installed by B&K on April 15, 2013.

The Agreement was originally executed on July 19, 2010 with Lochard Corporation, which subsequently changed its name to Bruel & Kjaer EMS Inc. On November 1, 2010, Amendment No. 1 to the Agreement was executed to reflect that name change. On April 1, 2019, Amendment No. 2 to the Agreement was executed to extend the term of the Agreement for an additional 5 years through April 14, 2024.

At the time of the system installation in 2013, B&K did not offer internet connectivity to the noise monitoring system and those services had to be provided by outside internet service providers, GC Pivotal LLC (“GTT”) and AT&T. Of the 20 NMTs, GTT provides service for 11, AT&T provides service for 8, and B&K is currently providing wireless communication to one site on a test basis.

Since the installation of the noise monitors, B&K has broadened its services and now offers internet connectivity to its customers. Amending the Agreement to provide for an upgrade to wireless internet connectivity will allow B&K to closely monitor the NMTs which will reduce

the downtime in the event of failure. This will allow B&K to dispatch service support expeditiously and minimize any loss of noise data.

### PROPOSED AMENDMENT

The proposed Amendment No. 3 will provide for an upgrade of the NMT communication technology with 4G cellular modems and increase the fee schedule to reflect the cost of modem supply, configuration, installation, warranty, support, and cellular service.

Pricing for the proposed amended services is a one-time service charge of \$24,540 for modems, accessories, configuration and installation for all 20 NMTs and an annual \$14,400 for wireless communication services, increasing the annual Agreement cost from \$105,422 to \$119,822. The Agreement includes a 3% annual increase effective April 15<sup>th</sup> of each successive service year. The 3% increase for the wireless services will commence after the first year of service on April 15, 2021.

### BUDGET IMPACT

The one-time installation of \$24,540 fee was included in the FY 2020 budget. The annual cost of the wireless communication services of \$14,400 for the wireless internet connectivity is included in the FY 2020 budget and will be included as a recurring O&M item in the future budget programs.

### RECOMMENDATION

At its meeting on February 3, 2020, the Committee voted (2–0, 1 absent) to recommend that the Commission approve proposed Amendment No. 3 to the Agreement to (i) upgrade the NMT modem technology from a wired network to a wireless network and (ii) add support and cellular services.



January 14, 2020

Mr. Mark Hardymont  
 Director Noise & Environmental Programs  
 Hollywood Burbank Airport  
 2627 Hollywood Way  
 Burbank, CA, 91505

## NoiseOffice Services for Hollywood Burbank Airport

Dear Mr. Hardymont,

EMS Brüel & Kjær is pleased to continue service for Hollywood Burbank Airport in accordance with the NoiseOffice Services Agreement between Brüel & Kjær EMS Inc. and the Burbank Bob Hope Airport (V6 Services Agreement) and subsequent contract modifications (together referred to as the Contract).

Subject to the terms outlined in Exhibit C-1 Service Fee Increases, the Supplier may increase the service fees two years following system acceptance (April 15, 2013) and each year thereafter by the greater of 3% or the movement in the CPI. The most recent CPI 12 months ending December 2019 is 2.3% utilizing the Bureau of Labor Statistics, Expenditure Category ALL ITEMS.

Therefore, the Year 8 (April 15, 2020 – April 14, 2021) service fees shall be adjusted by the following:

Period beginning April 15, 2020

Annual NoiseOffice Service Fee including AMSTAT (April 15, 2019 – April 14, 2020)	\$102,352
Annual CPI Multiplier 3.0%	x0.03
Annual Adjustment to Service Fee	\$ 3,070
<b>Subtotal</b>	<b>105,422</b>
Additional communication services for modems*	\$14,400
Total new Annual Service Fee for the period starting April 15, 2020	\$119,822
<b>Quarterly Fee starting April 15, 2020</b>	<b>\$29,955.50</b>

\* subject to indexation next annual period



It is EMS Brüel & Kjær's intent to continue to fully support the Hollywood Burbank Airport through our NoiseOffice solution suite and to maintain all other terms and conditions of the Contract.

Regards,

Alex Fluken

A handwritten signature in blue ink, appearing to read "Alex Fluken".

Airports Account Manager



**AMENDMENT NO. 3 TO  
NOISE AND FLIGHT TRACK MONITORING SYSTEM  
EXTENDED MAINTENANCE AND SUPPORT AGREEMENT  
(Burbank-Glendale-Pasadena Airport Authority / EMS Briel & Kjaer Inc.)**

This Amendment No. 3 (“Third Amendment”) to the July 19, 2010 Noise and Flight Track Monitoring System Extended Maintenance and Support Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and EMS Briel & Kjaer Inc. (“EMSBK”), a Delaware corporation (formerly known as Lochard Corporation and as Briel & Kjaer EMS Inc.), is dated February 3, 2020 for reference purposes.

**RECITALS**

A. EMSBK designed, furnished, and installed a noise and flight track monitoring system at the Bob Hope Airport.

B. The parties executed the Agreement to provide for EMSBK’s performance of extended warranty service (including hardware and software upgrades) for such system.

C. The parties previously have executed the following amendments (collectively, “Prior Amendments”) to the Agreement:

1. A November 1, 2010 Amendment No. 1 to eliminate a reference to EMSBK’s prior business name.

2. An April 1, 2019 Amendment No. 2 to: (i) provide for a five-year extension of the term; and (ii) establish a fee schedule for such extension period.

D. The parties desire to amend the Agreement to: (i) provide for an upgrade of the noise monitoring terminal communication technology with 4G cellular modems; and (ii) increase the fee schedule to reflect the cost of modem supply, configuration, installation, warranty, support, and cellular service.

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

**1. Amendment of Section 1.** Subsection 1.33 of Section 1 (“Definitions”) of the Agreement is amended to read as follows:

“1.33 “Vendor Fee” means: (i) for performance of the Services during the base term (April 15, 2014 to April 14, 2019), the compensation specified in the Fee Schedule; (ii) for performance of the Services during the extension period (April 15, 2019 to April 14, 2024), the compensation specified in the Extension Period Fee Schedule; and (iii) for performance of the noise monitoring terminal communication technology upgrade, the compensation specified in the Supplemental Vendor Proposal.”

2. **Amendment of Section 1.** Section 1 (“Definitions”) of the Agreement is amended by adding a new Subsection 1.38 to read as follows:

“1.38 “Supplemental Vendor Proposal” means the January 7, 2020 Vendor Proposal attached as Exhibit B-1.”

3. **Addition of Exhibit B-1.** The attached Exhibit B-1 is added to the Agreement and incorporated by reference.

4. **Effective Date.** This Third Amendment shall be effective upon execution.

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

**TO EFFECTUATE THIS THIRD AMENDMENT,** the parties have caused their duly authorized representatives to execute this Third Amendment by signing below.

**EMS Bruel & Kjaer Inc.**

  
\_\_\_\_\_  
 Chairperson  President  Vice President

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

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

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Ray Adams, President

Approved as to form:

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

**EXHIBIT B-1**  
**Supplemental Vendor Proposal**

(attached)



January 7, 2020

Mr. Mark Hardyment  
Director Noise & Environmental Programs  
Hollywood Burbank Airport  
2627 Hollywood Way  
Burbank, CA, 91505

## NMT Modem Supply, Installation and Services for Hollywood Burbank Airport

Dear Mr. Hardyment,

The Hollywood Burbank Airport has had a long-standing partnership with Brüel & Kjær managing the airport noise ordinance and California Title 21 requirements using ANOMS and complementing solutions.

As has been discussed, the Hollywood Burbank Airport would like to upgrade the communication technology in the field Noise Monitoring Terminals (NMTs) with 4G cellular modems supplied and installed by EMSBK along with ongoing managed services.

EMS Brüel & Kjær appreciates this opportunity to work closely with Hollywood Burbank Airport to offer a world-class solution for noise monitoring at the airport.

### EMS Brüel & Kjær ANOMS Noise Monitoring Solution

Hollywood Burbank Airport (BUR) uses ANOMS as a key part of its airport noise management strategy, with a network of EMS Brüel & Kjær noise monitoring terminals in the vicinity of the airport. The total system consists of the ANOMS workbench, the community WebTrak portal, and the Noise Monitoring Terminals used to identify operations that violate the airport noise ordinance as well as provide measured data for reports used to engage the community.

### Proposed Services

Hollywood Burbank Airport currently has NMTs installed in 2011 that require upgrades to the modem technologies.

EMSBK will provide Sierra Wireless industrial modems designed to be used in extreme unattended environments. These modems are used throughout the EMSBK network and are supported by EMSBK.

Our trained technicians will configure the modems in-house and then install on site. The NMTs require onsite firmware configuration modifications at the time of installation. The process is seamless with minimal downtime and no data loss.

Brüel & Kjær EMS Inc  
2330 East Bidwell Street, Suite 210  
Folsom, California 95630  
United States of America  
Confidential Information

Tel: +1 (916) 265 7700  
Fax: +1 (916) 265 7719  
email: [emsinfo@emsbk.com](mailto:emsinfo@emsbk.com)  
[www.emsbk.com](http://www.emsbk.com)



## Modem supply, configuration, and installation

20 Modems for NMTs	Quantity	Each	Price
Sierra Wireless industrial modem and accessories	20	\$928	\$18,560
Modem and NMT configuration; on-site installation	project		\$5,980
<b>Total hardware and services</b>			<b>\$24,540</b>

Following installation, EMSBK will fully manage the service on the modems with AT&T and warranty and support the hardware under the terms of the service agreement for the NMTs.

## Warranty, support and cellular service

Service for 20 NMT Modems	Quantity	Annual Per NMT	Annual service
Warranty, support and cellular service	20	\$720	\$14,400

## Delivery

The delivery of this service is dependent on notice to proceed. This will allow for configuration, delivery of the hardware and service activation to be completed within the required timeframes.

## Terms and Conditions

- This offer is valid for 60 days.
- All prices are quoted in United States Dollars (USD) and excludes all taxes.
- The services will be delivered under the terms and conditions of the existing Agreement.

If you have any questions or require any further information, please do not hesitate to contact me anytime at 916.265.7704 or alex.fluken@emsbk.com.

Regards,

Alex Fluken  
Airports Account Manager

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 18, 2020**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR  
ORGANIZATIONAL GOVERNANCE STRUCTURE STUDY**

SUMMARY

At its February 3, 2020 meeting, the Legal, Government and Environmental Affairs Committee (“Committee”) voted unanimously (2-0, 1 absent) to recommend that the Commission award a professional services agreement (“PSA”) to ADK Consulting, Inc. (“ADK”) for an organizational governance structure study. The proposed PSA, copy attached, will have a not-to-exceed amount of \$43,000.

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 a 2008 airport management services agreement with TBI Airport Management, Inc. (“TBI”). The personnel provided by TBI under that agreement include the Executive Director. The agreement also gives the Commission the option to employ or appoint an “Authority Executive Director” to serve as the Authority’s chief operating officer and to whom TBI and its personnel shall report.

Over the years some Commissioners have occasionally expressed interest in receiving an assessment of the advantages and disadvantages of having a chief operating officer who is an Authority employee rather than a TBI employee. To that end, the General Counsel obtained a proposal from ADK for the Committee’s consideration. The Authority retained ADK in 2016 for executive search and consulting services. ADK led the nationwide search that resulted in the selection of Frank Miller to serve as Executive Director. For this engagement, ADK is proposing to prepare a “SWOT” analysis and does not contemplate that financial liabilities, legal fees, etc. will be a prominent issue of the study. ADK’s proposal includes a fee schedule with an estimate of \$35,380 for the consultant fee and \$7,500 for travel expense reimbursement. A copy of ADK’s proposal is included as Exhibit A of the proposed PSA.

RECOMMENDATION

At its February 3, 2020 meeting, the Committee voted unanimously (2-0, 1 absent) to recommend that the Commission award a PSA to ADK with a not-to-exceed amount of \$43,000 for an organizational governance structure study.

## PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / ADK Consulting, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated February 18, 2020 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and ADK Consulting, Inc., a Florida Corporation (“Consultant”).

### RECITALS

- A. The Authority is the owner and operator of the Bob Hope Airport and desires to retain Consultant as an independent contractor to perform an organizational governance structure study.
- 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.** For purposes of this Agreement, in addition to the definitions set forth above, the following definitions shall apply:

- A. “Authority President”: Ray Adams.
- B. “Consultant Proposal”: Consultant’s January 27, 2020 proposal attached as Exhibit A.
- C. “Contract Amount”: Forty-three thousand dollars (\$43,000) (inclusive of travel reimbursements).
- D. “Federal Requirements” the federal requirements set forth in the attached Exhibit C, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.
- E. “Indemnitees”: the Authority, TBI Airport Management USA, and the respective officers, agents, employees and volunteers of each such entity.
- F. “Insurance Requirements”: the insurance requirements set forth in the attached Exhibit B.

**2. Consultant’s Services.**

- A. The nature, scope, and level of the specific services to be performed by Consultant are as set forth in the Consultant Proposal.
- B. The services shall be performed in a timely, regular basis in accordance with Exhibit A and the instruction of the Authority President. 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 professional standards of the industry and in a manner reasonably satisfactory to the Authority. Consultant shall refer any decisions that must be made by the Authority to the Authority President.

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

**3. Term.** This Agreement shall commence upon execution and shall remain in effect until the services have been satisfactorily completed by Consultant unless earlier terminated as provided herein.

**4. Compensation.**

A. The Authority agrees to compensate Consultant, and Consultant agrees to accept as full satisfaction for the Scope of Work, according to the fee schedule set forth in the Consultant Proposal.

B. Consultant shall submit invoices to the Authority as specified in the Consultant Proposal. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

**5. Independent Contractor Status.** Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement. 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 Authority President. 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 hold harmless and indemnify the Indemnitees from all claims arising out of, pertaining to, or relating to the negligent acts or omissions of Consultant or any of its officers, employees, or subconsultants, in the performance of this Agreement, except for such loss or damage arising from the negligence or willful misconduct of the Indemnitees as determined by final arbitration, court decision or agreement of the parties.

**10. Insurance.** Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements.

**11. Termination.** Each party shall have the right to terminate this Agreement at any time for any reason on seven 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 Authority President 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 (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:**

Burbank-Glendale-Pasadena Airport Authority  
2627 N. Hollywood Way  
Burbank, CA 91505  
Attn: Ray Adams, President

**CONSULTANT:**

ADK Consulting, Inc.  
PO Box 330906  
Atlantic Beach, FL 32233  
Attn: Doug R. Kuelzman, President

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

**15. Litigation.** 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 through C 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 Exhibit A or B, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit C, the provisions of Exhibit C shall prevail.

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

**18. Entire Agreement.** This Agreement, and the attached Exhibit, represents the entire and integrated contract between the Authority and Consultant for an organization governance structure study. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to such subject matter. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

**TO EFFECTUATE THIS AGREEMENT,** the parties have caused their duly authorized representatives to execute this Agreement by signing below.

Burbank-Glendale-Pasadena  
Airport Authority

ADK Consulting, Inc.

\_\_\_\_\_  
Ray Adams, President

Douglas R. Kuepman  
 Chairman  President  Vice President

Annell S. Kuepman  
 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.]

Approved as to form:

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

**EXHIBIT A**  
**Consultant Proposal**

(attached)



# **Organizational Governance Structure Evaluation & Consulting**

**Burbank-Glendale-Pasadena Airport Authority**

**January 27, 2020**

ADK Consulting & Executive Search  
PO Box 330906  
Atlantic Beach, FL 32233  
Phone: 904-536-8102  
Email: [doug@adkexecutivesearch.com](mailto:doug@adkexecutivesearch.com)

# **Organizational Governance Structure Evaluation & Consulting**

## **Burbank-Glendale-Pasadena Airport Authority (BGPAA)**

### **ADK Overview**

ADK incorporated in 2003 in Jacksonville, Florida with a focus on providing executive search recruitment and consulting services to the aviation industry with an initial focus that specialized in airport related recruitment and consulting. Today, ADK is considered to be the largest search firm in the U.S. airport industry based on the total number of searches performed annually for airports.

Due to continued requests from our clients, board members and others in the aviation industry, we expanded our services to be more inclusive and broader-based throughout the aviation industry sector. This includes our HR Solutions services, a robust consulting service for organizational and human resources consulting.

The testimony for any organization, such as ADK, is the success and repeat business that has been achieved between them and their clients. At ADK, we are honored by the number of high profile clients who call on us repeatedly to fill their vacancies and/or provide additional consulting services.

The ADK Team, with 15 professionals and 3 administrative support staff, has decades of experience in executive recruitment, human resources solutions, strategic/business management, publicly elected board experience, organizational management, and compensation studies, just to name a few.

### **Scope of Work for BGPAA**

Organizations are constantly changing due to external and internal factors that are most often beyond their control. There are fluctuations and changes in financial markets, competition, industry regulations, business strategies, leadership, company culture and staff. The best organizations understand that for long-term health and effectiveness, it is beneficial to conduct periodic reviews and assessments to identify and understand critical issues that influence the growth and success of their organization as well as mitigate risk.

One of the issues being discussed is the relationship between the Burbank-Glendale-Pasadena Airport Authority (BGPAA) and TBI Airport Management, Inc. (TBI) who manages the airport under a long term contract with the Authority. A discussion has begun regarding the reporting relationship between TBI's Executive Director and the Authority. The question is...should the Executive Director be an employee of the Authority reporting directly to the Board or continue the current structure as a TBI employee?

If selected, our review will develop a framework for evaluating this potential and focus attention on the Authority's business priorities in order to improve the effectiveness of the organization and create positive change where and when needed. We will focus our efforts on governance and expectations, communications, challenges (real or imagined), and what issues, pro and con, could be expected under either scenario. In other words, a SWOT analysis.

ADK does not anticipate financial liabilities, legal fees, etc. becoming a prominent issue of this study as this is a management contract with TBI, not a P3 investment. The only currently visible financial work would be a renegotiation of the TBI management contract if that is the path chosen by BGPAA as a result of this study..

If our study uncovers unanticipated issues involving financial or legal matters that would have a potential fiscal impact on the Authority, the Board will have to engage additional assistance from both a legal and financial feasibility point of view. We have consulting associates in the industry that do that kind of work and we could assist the Board upon request.

## **Process Phase 1**

### **Section 1 – Approach/Methodology**

This section describes the approach used to review and evaluate the current governance structure at the Hollywood Burbank Airport (BUR) and the relationship with TBI. It also identifies the method used to develop a proposed reorganizational alignment if that is a result of the evaluation that meets the objectives of BGPAA and TBI.

### **Section 2 – Background Research & Input**

This section will provide a review of background information regarding the existence and the level of quality of policies, procedures, programs, and systems currently in place that the Executive Director is responsible for developing and implementing. This information would be provided by conversations, surveys, and in-depth interviews with Board members, BUR senior staff, and TBI senior executives responsible for the execution and implementation of the BUR agreement. A SWOT analysis will also be conducted.

### **Section 3 – Outcomes from Research & Input**

This section includes the results of input from surveys, input from the CEO, staff and department heads.

### **Section 4 – Peer Review**

Typically, for a study like this, we would include a group of peer CEOs/Executive Directors selected from airports of similar size, some larger, some smaller, to review the BUR information, and to share ideas and information from their airports and their personal experience. However, in this scenario, we do not know of any airports with a similar airport management agreement.

## Section 5 – Recommendations

This section describes our recommendation to the Authority along with the purpose, value, impacts and implementation of any proposed changes. Included in this section are recommendations that touch on the policies, procedures, programs and systems to provide opportunities for best practices. These recommendations were principally derived from the SWOT analysis, and the Authority, Executive Director, and Departmental staff discussions.

## Section 6 – Implementation Plan

This final section provides an implementation plan including a timeline of proposed key dates for any changes that may be recommended.

## Appendix

The appendix includes forms, surveys, and support information used in the evaluation process.

## Process Phase 2

As indicated in the Scope of Work above, we do not anticipate a detailed financial or legal audit will be required; however, unknowns not anticipated and specific additional work may be warranted or requested by the Board. If that is the case, and upon request, ADK will prepare a Scope of Work for this additional requirement and obtain pricing estimates on behalf of the Board.

## Compensation

The expectations of the proposal are that, if selected, ADK would be awarded a time and materials agreement that would be based on agreed fees payable in three installments for specific categories of personal related to the scope of work contracted.

As a time and materials agreement, the monetary amount will be based upon agreed hourly billing rates, actual time, and actual travel related and study expenses. An estimate of time and expenses we believe would be expended for this project is:

<b>ADK Team</b>	<b>Hourly Rate</b>	<b>Estimated Hrs.</b>	<b>Estimated Total</b>
Client Manager:	\$225.00	12 hours	\$2,700
Project Manager:	\$175.00	104 hours	\$18,200
Assistant Project Manager:	\$150.00	76 hours	\$11,400
Research Director:	\$125.00	16 hours	\$2,000
Administrative Manager	\$90.00	12 hours	\$1,080
		<b>Estimated Total Fee</b>	<b>\$35,380</b>

Travel to be billed at actual cost. An estimate of the travel expenses is based on:

- 1 week (5 days including air travel) initial meeting with Board for interviews and staff interviews. Two people (Project Manager and Assistant Project Manager) @ \$ 3000.00 each = \$6000.00
- 2 days, including air travel, for Project Manager to present to the Board = \$1500

Estimated travel expenses = **\$7500.00**

The only miscellaneous expenses anticipated would be the actual printing, binding, and shipping of the report if requested by the Board. ADK will always make its deliverables available electronically.

## General Information

### Company Address and Contact Information

Mailing Address:

Douglas R. Kuelpman  
ADK Consulting, Inc.  
PO Box 330906  
Atlantic Beach, FL 32233

UPS or Federal Express Deliveries:

Douglas R. Kuelpman  
ADK Consulting, Inc.  
802 Providence Island Ct.  
Jacksonville, FL 32225

Douglas Kuelpman – President / CEO

Phone: (904) 536-8102

Fax: (904) 5827-8398

Email: [doug@adkexecutivesearch.com](mailto:doug@adkexecutivesearch.com)

Annell Kuelpman – Chair / Chief Operating Officer

Phone: (904) 536-8104

Email: [annell@adkexecutivesearch.com](mailto:annell@adkexecutivesearch.com)

Blake Astran, J.D. – Vice President - Business Operations

Phone: (240) 338-4800

Email: [blake@adkexecutivesearch.com](mailto:blake@adkexecutivesearch.com)



**EXHIBIT B**  
**Insurance Requirements**

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

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

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnitee before the Indemnitee's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.

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

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

**EXHIBIT C**  
**Non-AIP Federal Requirements**

1. General Civil Rights Provisions

Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Consultant and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. Civil Rights – Title VI Assurance

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

A. Compliance with Regulations: Consultant will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. Non-discrimination: Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Consultant of Consultant’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

D. Information and Reports: Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Consultant will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to Consultant under the contract until Consultant complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: Consultant will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Consultant will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Consultant may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

G. During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

### 3. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

4. Occupational Safety and Health Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 18, 2020**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT  
REPLACEMENT AIRFIELD LIGHTING VAULT DESIGN**

SUMMARY

At the February 3, 2020, meeting of the Operations and Development Committee (“Committee”), the Committee voted unanimously (3-0) to recommend that the Commission:

- i) Award a Professional Services Agreement for engineering design and construction administration services of a replacement airfield lighting vault in the amount of \$571,498 to Lean Technology Corporation dba Lean Engineering (“LEAN”);
- ii) Authorize a project budget for design management services for a not-to-exceed amount of \$50,000; and
- iii) Authorize a project aggregate contingency of \$80,000 to address changes in scope of design and engineering services resulting from information developed as part of the initial design development.

BACKGROUND

The airfield lighting vault (“Vault”), constructed in 1984, has been rehabilitated and modified several times since its initial construction to accommodate the replacement of equipment and upgrades based on industry standards and changing technology. Although functional, many systems are outdated, and the configuration and size of the existing vault creates challenges associated with ongoing maintenance. An assessment of the existing vault conducted in 2019 indicated a replacement rather than a rehabilitation of the existing vault would provide better value to the Authority.

Although the estimated cost provided in the assessment to replace the Vault was higher at \$3.1M as compared to \$2.3M for a retrofit, the difficulty in phasing to keep the existing system in operation in a temporary facility while conducting a retrofit of the existing structure presented a less favorable scenario. The estimated throw away costs alone of \$765,000 for rental equipment, temporary generators, labor to relocate existing regulators and equipment and temporary fire systems represents a significant expense without lasting benefit which would ultimately result in a retrofitted vault still containing outdated equipment. Most specifically, the retrofit option eliminates the ability to include an uninterruptible power supply (UPS) panel or new generator which will improve reliability and resiliency of the airfield lighting system.

PROJECT DESCRIPTION

In accordance with recommendations in the assessment of the existing airfield lighting vault, the objective of the project is to design and construct a new airfield lighting vault to address code and seismic issues that exist within the existing Vault. The new vault will also include a new generator, a UPS system, and new regulators, as well as incorporate a revised configuration to improve maintainability and reliability of the electrical equipment inside the Vault. The new Vault will address power fluctuation issues and may include an upgraded power feed from Burbank Water and Power.



## PROCUREMENT

Staff publicly solicited responses to a combined Request for Qualifications/Request for Proposals (“RFQ/RFP”) on the Authority’s PlanetBids e-procurement website on November 8, 2019 to 386 targeted, potential firms, and publicly advertised the competitive opportunity on the ACI-NA and AAAE websites, and placed announcements in the Burbank, Glendale, and Pasadena City Halls. Although staff was only aware of a select few firms in the area with the appropriate background and experience for this specialized work, a decision was made to put these services out for market review with the intent of discovering new, interested engineering firms for this category and therefore increasing the opportunity for competitive selection. The vendors targeted included those registered as qualified in services ranging from airport facility consulting and construction, civil and electrical engineering, facility design services and aviation.

Statements of Qualifications (“SOQs”) were due on December 9, 2019. Despite outreach efforts, staff received a single response from a qualified engineering firm. Staff received feedback from one of the potential proposers who stated it was unable to find subconsultants that it felt comfortable engaging for airfield electrical engineering services.

The SOQ contents were evaluated by staff to ensure that the consultant met the minimum qualifications for this work and were deemed suitable and qualified. LEAN submitted references for three similar projects indicating that it has relevant airport related experience and expertise in airfield lighting vault systems.

## SELECTION PROCESS

Due to the potential inclusion of federal funding for this project the selection process was governed by FAA Advisory Circular 150/5100-14E (“AC”) *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*, which states: “Consultants must be selected on the basis of their qualifications and experience, with fees determined through negotiations following selection.” This can be accomplished by means of Qualifications Based Selection procedures, whereby Statements of Qualifications (“SOQ”) are requested from consultants. The qualifications of consultants responding are then evaluated and the best qualified consultant is selected, subject to a mutual understanding of the scope of services and negotiation of a fair and reasonable fee.

## FEE NEGOTIATIONS

In receipt of only one proposal, once LEAN was determined to be qualified for the work, a detailed scope of services was developed, and Staff developed an independent fee estimate (“IFE”) to serve as a benchmark in establishing a fair and current market value for the project. Staff requested and received a price proposal from LEAN in accordance with the defined scope of services. A detailed review of the initially proposed price and subsequent discussions with LEAN resulted in a reduction of over \$75,000 in the final negotiated price which Staff believes represents a good value to the Authority.

A lump sum fee proposal for Phase 1 Design Services (Work Order #1) was negotiated with LEAN in the amount of \$571,498.

A separate fee for Phase 2 Construction Administration services (Work Order #2) will be negotiated and brought back to the Committee and Commission concurrent with the recommendation and request for approval of an award of contract for construction services. It is anticipated this will occur in late 2020.

**DESIGN MANAGEMENT AND CONTRACT ADMINISTRATION**

Project design phase management is proposed to be performed by the TBI Engineering Department for a not-to-exceed amount of \$50,000. Engineering Staff will oversee the design process and provide constructability review to ensure the project is compatible with the Authority’s requirements.

**DESIGN CONTINGENCY**

The design contingency is generally intended to address changes in scope of design and engineering services resulting from information developed as part of the initial design development. The proposed value of \$80,000, or nearly 15% of design costs, is higher than typically recommended because of two specific items identified by LEAN in its proposal. LEAN does not believe applicable building codes require inclusion of a fire suppression system, however, if despite code allowances it is still required by the Burbank Fire Department, additional design costs of \$40,000 will be incurred. Further action will be determined, in conversation with the Authority’s Fire Department, once LEAN has developed the design with exact measurements for relevant potential fire hazards (e.g. fuel storage tank, etc.) and mitigating factors. Also, there is a contingency bucket to complete a “Phase II” environmental investigation and report if contaminants are identified in the “Phase I” investigation to be completed by the geotechnical engineer as part of the base scope of work.

**OPERATIONAL IMPACTS**

The field research required to complete the project will either be performed at night or coordinated during the day with little or no operational impacts.

**FUNDING**

The FY 2019-2020 Facility Development budget included \$400,000 for design anticipated to occur in FY 2020. The completion of design cost and estimated construction will be programmed into the FY 2021 budget. The full cost of the Airfield Lighting Vault Replacement Project is expected to be fully funded through a pending Passenger Facility Charge Application.

**PROJECTED COSTS:**

Engineering Assessment (Completed)	\$ 70,000
Assessment Oversight (Completed)	5,000
<b>Engineering Design - LEAN</b>	<b>571,498</b>
<b>Design Management/Project Administration</b>	<b>50,000</b>
<b>Design Contingency</b>	<b>80,000</b>
<u>Construction Phase Costs</u>	<u>4,723,502</u>
 Total	 <u><b>\$ 5,500,000</b></u>

## SCHEDULE

The design phase of the project will commence after the award and execution of a Professional Services Agreement. Construction plans and specifications for bid are anticipated to be completed in fall of 2020.

## RECOMMENDATION

At its February 3, 2020, meeting the Committee voted unanimously (3-0) to recommend that the Commission: (i) an award of Professional Services Agreement for design, engineering and construction administration services in the amount of \$571,498 to LEAN and authorization for the President to execute the same, (ii) approval of a project budget for in-house design management services not to exceed \$50,000, and (iii) approval of a project aggregate contingency of \$80,000 to address any changes in scope of the design and engineering services resulting from information developed during the initial design

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 18, 2020**

**EXERCISE OF SECOND EXTENSION OPTION  
FLEET MAINTENANCE SERVICES AGREEMENT  
KEOLIS TRANSIT SERVICES LLC**

**SUMMARY**

At the February 3, 2020, Operations and Development Committee (“Committee”) meeting, the Committee voted unanimously (3–0) to recommend that the Commission exercise the second of two one-year extension options for the Fleet Maintenance Services Agreement (“Service Agreement”) between the Burbank-Glendale-Pasadena Airport Authority (“Authority”) and Keolis Transit Services, LLC (“Keolis”).

**BACKGROUND**

As presented to the Commission on March 7, 2016, the Authority entered into a Service Agreement with Keolis for a three-year period, at predetermined rates. In February 2019 the Commission authorized the first of two one-year extensions options. The current rate for labor is \$72.50 for an annual expense of approximately \$145,000. The second one-year extension option maintains the fixed hourly price of \$72.50. Parts and materials ordered through Keolis are charged separately and subject to a 25% markup. In 2019, parts cost approximately \$10,000 per month (including the 25% markup).

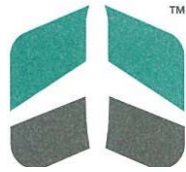
The second of two one-year options extend the Service Agreement through March 31, 2021. The terms, and provisions of the Service Agreement shall apply during this extension period. Keolis remains in good standing with its obligations to the Authority and has maintained a satisfactory level of service throughout the initial contract period and first extension year.

**BUDGET**

Appropriations for fleet maintenance services are included in the adopted FY 2020 budget and will also be programmed in the FY 2021 budget development.

**RECOMMENDATION**

At its February 3, 2020, meeting, the Committee voted unanimously (3–0) to recommend that the Commission exercise the second of the one-year extension options to the Service Agreement between the Authority and Keolis.



**Hollywood  
Burbank  
Airport**

February 18, 2020

Via e-mail : Original via U.S. Mail

Mr. Steve Shaw  
CEO & President  
**Keolis Transit Services, LLC**  
6053 W. Century Blvd, 9<sup>th</sup> Floor  
Los Angeles, CA 90045

**Re: Fleet Maintenance Service Agreement dated March 7, 2016  
Exercise Extension Option Number 2**

Dear Mr. Steve Shaw:

I write on behalf of the Burbank-Glendale-Pasadena Airport Authority ("Authority") with reference to the March 7, 2016 Fleet Maintenance Service Agreement executed by the Authority and Keolis Transit Services, LLC ("Keolis"). As you know, pursuant to Section 2.2 of the Agreement, the Authority has the option to exercise two extension options which would extend the term for one year at a time.

This letter serves as notice that, at its February 18, 2020 meeting, the Authority Commission approved the exercise of Extension Option 2, extending the term through March 31, 2021.

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

Sincerely,

[To be signed]

Anthony DeFrenza  
Director, Engineering and Maintenance

cc: F. Miller, BGPAA  
J. Hatanaka, BGPAA  
K. David, BGPAA  
D. Carvill, BGPAA  
A. DeHoyos, BGPAA  
V. Hollands, BGPAA

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 18, 2020**

**AUTHORIZATION OF TASK ORDER TO AECOM FOR  
PROGRAM MANAGEMENT INFORMATION SYSTEM**

**SUMMARY**

Based on the recommendation of the Replacement Passenger Terminal (“RPT”) Ad Hoc Committee (“Committee”) at its January 23, 2020 meeting, Staff seeks the Commission’s authorization of Task Order 5 in the amount of \$428,500 for the procurement and implementation of a Program Management Information System Software platform. The Task Order will authorize scope under the Professional Services Agreement (“Agreement”) with AECOM for program management services associated with the RPT project, approved at the November 4, 2019 Commission meeting.

**BACKGROUND**

A Program Management Information System (“PMIS”) provides the software tools and techniques to organize, document, and report critical information associated with the program. PMIS helps plan and execute program goals and is utilized by the program management team to document and track budgets, schedules, risk, safety and quality performance, and provides document control functions. Customized, project specific workflows provide real-time traceability, and reporting features to maintain accountability. PMIS can report in real-time on a range of Key Performance Indicators (KPIs) to bring transparency and visibility to critical program elements. Tracking and reporting allows the program management team to proactively address concerning trends immediately. In contrast, inadequate program management controls result in reactive rather than proactive responses to address issues.

**SELECTION**

AECOM as part of their scope approved in Task Order 1 evaluated the program needs and identified over 100 features or system tasks to be considered. Based on a general review of software system capabilities to the 100+ features, three PMIS software systems were selected for further consideration

- eBuilder
- Kahua
- Unifier

Based on a detailed comparison of capabilities associated with delivering the top 20 key system tasks the Unifier software platform was identified as best for the Elevate BUR program.

TASK ORDER COST BREAKDOWN

Vendor – 25 Licenses – Year 1 license fee	\$ 36,675
Vendor – 100 Licenses – Year 2 license fee	146,700
Installation – Onsite labor for implementation of PMIS	199,785
<u>Administration – Initial onsite labor for system administration</u>	<u>45,340</u>
<b>Task Order 5 Cost</b>	<b><u>\$428,500</u></b>

FUTURE PMIS COSTS

Vendor – Licenses – Years 3&4	\$293,400
<u>Configuration Allowance – allocated for arrival of DB</u>	<u>\$100,000</u>
<b>Total PMIS Cost</b>	<b><u>\$821,900</u></b>

FUNDING

At the time the FY 2020 budget was being prepared, the scope and estimated cost for program management services was not determined. The total of Task Order 5 and the already approved Task Orders represents a not-to-exceed amount of \$5,810,111. 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 authorize Task Order 5 for work under the PSA for Program Management Services with AECOM in the amount of \$428,500 for the procurement and implementation of a Program Management Information System Software platform.



Procurement Department  
 2627 N. Hollywood Way  
 Burbank, CA 91505  
 P: 818-840-8840 E: [purchasing@bur.org](mailto:purchasing@bur.org)  
 Burbank-Glendale-Pasadena Airport Authority

**TASK ORDER (TO)**

<b>To Firm:</b> AECOM	
<b>SA/P.O. No:</b> A6735	<b>Account No.:</b> 40701-9705
<b>T.O. Order No:</b> TO-5	<b>Effective Date:</b> 2/18/2020
<b>T.O. Revision No:</b>	<b>Revision Date:</b>
<b>Originator:</b> ANTHONY DEFRENZA	<b>Phone No:</b> (818)729-3501

This Task Order (TO) is issued pursuant to the applicable Services Agreement (SA) between the Burbank-Glendale-Pasadena Airport Authority (Authority), owner/operator of Hollywood Burbank Airport and your Firm, pursuant to terms and conditions of the SA indicated, for the services described below.

Additional sheet(s) attached?  Yes  No

Please check if applicable:  Statement of Work attached  Specification attached  Other attachment

<b>DESCRIPTION / SERVICE CATEGORY:</b>
Task 5 - Program Management Information System Implementation
Scope of Work and Price Breakdown attached.

Task Order Pricing Basis

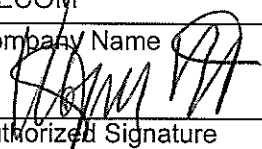
<b>Time &amp; Materials, Fee Schedule/Rates:</b>	<input checked="" type="checkbox"/>
Estimated not-to-exceed amount:	\$ 428,500
Estimated revision amount:	\$ _____
Total of previous revisions:	\$ _____
Current estimated not-to-exceed amount:	\$ 428,500

This Task Order is also a Notice to Proceed immediately with the services described, with final completion on 06/30/2021. **Time shall be of the essence in the performance of this Task Order.**

All services are subject to acceptance by the Authority. All required supporting documentation to be included with Invoice Applications for Payment including a copy of the fully executed Task Order.

Except as may be modified herein, all other contract terms and conditions are unchanged.

This Task Order is accepted and agreed by authorized representatives of the parties as indicated below:

AECOM  
 \_\_\_\_\_  
 Company Name  
  
 \_\_\_\_\_  
 Authorized Signature  
 KRISTOPHER M. VOGT  
 \_\_\_\_\_  
 Name  
 VICE PRESIDENT  
 \_\_\_\_\_  
 Title  
 1-30-2020  
 \_\_\_\_\_  
 Date

Burbank-Glendale-Pasadena Airport Authority  
 \_\_\_\_\_  
 Company Name  
 \_\_\_\_\_  
 Authorized Signature  
 \_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date



# Hollywood Burbank Replacement Passenger Terminal Program Management and Associated Professional Services Task 05 – Project Management Information System Implementation

The RPT Program Team will use Teams and SharePoint for collaboration while the PMIS project is being analyzed and the system is being installed. Then the team will convert to using the PMIS full time and the documents will be moved over into an identical document management folder structure within the PMIS tool. Task Order 1.2 resulted in the selection of Oracle Unifier as the best overall software system for the RPT Program Team and the Authority to utilize.

The RPT Program Team is conducted requirements gathering in Task Order 1.2 which enabled the team to have a head-start on the basics needed for the PMIS Implementation Team to start work upon procurement and stand-up of the software. These basics include establishing work breakdown (WBS), cost breakdown structures (CBS), layout of schedule of values templates (SOV), possible integration with Sage, addition of fields to forms such as attributes to track program needs like fund source or element. The Business Analyst is also discovered and listed the basic processes to be implemented first (i.e. estimates, budget, professional services agreements, or invoices). A list of the remaining processes to be implemented later, using the implementation option, will also be documented so that when the PDB contractor is procured, those workflows and processes can encompass their concerns as well.

While the basics are being established and the workflows for the first set of processes are documented, the RPT Program Team will procure the software from the chosen vendor and kick off the set up of the software instance on the cloud. The license structure is based on a four-year option with a renewal after year two. In year one, 25 licenses will be purchased by AECOM (\$36,675) for a period of one year to enable planning of the program. Once the PDB contractor is onboarded, 75 additional licenses will be purchased (\$146,700) for a period of one year to enable execution of the program. In years three and four, those 100 licenses will be procured with the same pricing under a future Task Order. This cost is captured as an ODC in the cost breakdown of the Task Order.

The stand up on the cloud instance will be the software vendor’s responsibility after the licenses are procured and should take about two weeks. RPT Program Team will onboard the PMIS Implementation Team made up of two roles: a Configurator and a Report Developer. The PMIS team will create a staging/test environment and configure it based on the documented requirements noted above including the CBS, WBS, and workflows including any form or field changes.

Demonstrations of the process configuration will occur to the RPT Program Team and Authority, using three processes at a time. Documentation of any corrections or changes will be taken and then the fixes will occur in the staging environment. Once the changes have been made, another demonstration will occur. RPT Program Team and Authority will sign off on the completed process until all processes from this phase have been configured, demonstrated, tested and signed off (estimate about 15 processes).

A office engineer will be onboarded to the RPT Program Team during this time to begin training on the configuration of the software. This person will learn how to answer Tier One support requests coming from the system and will be well-versed in the way the system was set up for each user and role to provide general training once the system has gone

Oracle Primavera Unifier	
Vendor - 25 Licenses – Year One license fee to vendor	\$36,675
Vendor - 100 Licenses - Year Two license fee to vendor	\$146,700
Installation - Onsite labor for implementation of PMIS	\$199,785
Administration – Initial onsite labor for system admin	\$45,340
Task Order 5	\$428,500

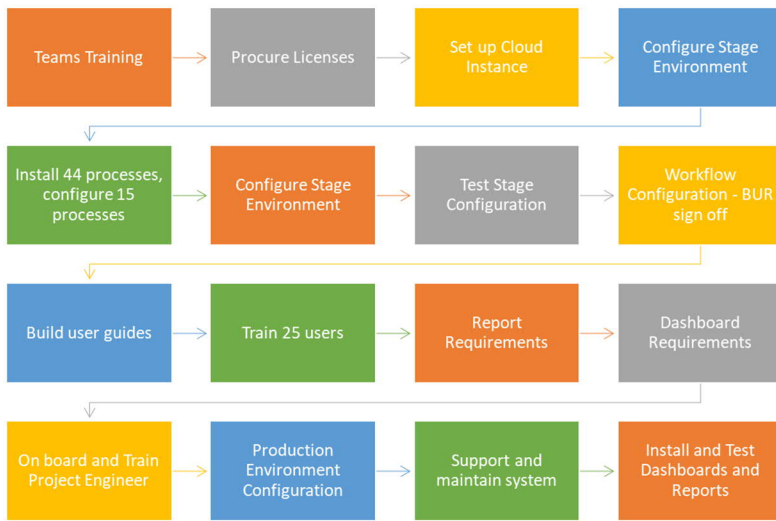
# Hollywood Burbank Replacement Passenger Terminal Program Management and Associated Professional Services Task 05 – Project Management Information System Implementation

live. Extensive administrator training will occur parallel to the user training. The office engineer will be included as Core Staff starting in July 2020 and this position will be accounted for in that Task Order.

When all processes have been signed off in staging, the production or go-live environment will be stood up and all configuration will be moved to the live environment. A system test including users, roles, and security will be performed on the live environment. Upon a completed test and go-live, the user guides will be finalized, and training will begin. Users will be trained based on their role and the processes in which they will be involved. For instance, program controls will be trained in estimate and budget building, where the program manager will be trained in approving such estimates or budgets.

During the configuration testing, the Report Developer and the Business Analyst will conduct requirements gathering on the types of reports and dashboards needed to represent the data collected during this phase. The dashboards and

reports will be demonstrated, tested, signed off and training will begin at the completion of system training. Dashboards and reports will be utilized shortly after all users are in the system and generating data. The onsite labor for the implementation of the PMIS to include requirements, configuration, testing, training and support is time and materials is included in the Task Order in the labor breakdown. Any requested Sage integration by the Authority, will be included in the future task order that will also include process development when the PDB contractor is mobilized. This is to ensure the PMIS is stabilized before it is integrated with Sage.



Support tickets will be available inside of the system for all users and will be routed first to the office engineer who will determine if this is a training or simple issue to resolve. If it cannot be resolved, it will be escalated to the PMIS team to resolve. User and just in time training will continue to be performed by the office engineer who will remain on site. Support ticket metrics will be used to determine level of user adoption and response time of system administrators.

When the PDB Contract is awarded and that team is mobilized, a future Task Order to the RPT Program Team will include the cost of the 100 Unifier licenses for each of years 3 and 4 as well as the configuration labor for process and reports that will require collaboration with the PDG firm.

**Attachment Task Order 5.1  
Hollywood Burbank Airport - Replacement Passenger Terminal  
Task 05 - Project Management Information System Implementation**

**AECOM**

	2020-02	2020-03	2020-04	2020-05	2020-06	2020-07
<b>Year 1</b>						
Award of PM Services - NTP						
Project Management Information System Implementation						

<b>Core Staff</b>			2020-02	2020-03	2020-04	2020-05	2020-06	2020-07
Principal-in-Charge		Michael Gasparro, PE						
Program Manager		Kris Vogt, PE						
Quality Management		Mark Kelly, PE						
Safety Management		Shelley Brown						
Construction Cost Estimating		Patrick Pedigo, CEP						
Program Controls Manager		Roger Monson						
Program Controls	Project Controls, Sr.	Tiffany LaBruno						
Scheduling		Tony Hsieh						
Document Control		TBD						
Labor & DBE/MBE Compliance		Lizette Rodriguez						
Contracts Manager		Terry Marcellus, JD						
Design & Construction Delivery Strategy		Mike Knize						
Planning & Engineering Manager		Matt Ulukaya, PE						
Construction Manager		Scott Hand, PE						
Administrative Assistant		Susie Saldivar						
Technology (PMIS)	IT Specialist II	Bobby Bernarte		0.46	0.58	0.58	0.52	
Technology Specialist (Report Analyst)	IT Specialist II	Marcel Fafard		0.17	0.69	0.69	0.46	
Technology (Process Analyst)	IT Specialist, Sr.	Jennifer Manos		0.69	0.87	0.98	0.69	

<b>Element /Area Managers</b>			2020-02	2020-03	2020-04	2020-05	2020-06	2020-07
<b>Element Managers</b>								
Terminal/Facility & Systems		Joe Romano						
Airside		Airside Element						
Landside/Roadway/Parking/Garage		Landside Element						
Project Engineer/s		Project Engineer/s						

<b>Area Managers</b>			2020-02	2020-03	2020-04	2020-05	2020-06	2020-07
Building		Carl Zimmerman, CCM						
Airside		Airside Manager						
Landside		Landside Manager						
Office Engineer	Office Engineer I***	Office Engineer I			1.00	1.00		
Office Engineer		Field Engineer, Sr.						
Safety Engineer		Safety Technician II						
ORAT & Commissioning		Richard Forbes, LEED AP						
Inspection & Testing		Inspector, Sr.						

<b>Subject Matter Experts</b>			2020-02	2020-03	2020-04	2020-05	2020-06	2020-07
Subject Matter Expert		SMEs						

	2020-02	2020-03	2020-04	2020-05	2020-06	2020-07
FTE - Core Staff		1.32	2.14	2.25	1.67	
FTE - Element Managers						
FTE - Area Managers				1.00	1.00	
FTE - Subject Matter Experts						
FTE - Other						
<b>FTE - Total</b>		<b>1.32</b>	<b>2.14</b>	<b>3.25</b>	<b>2.67</b>	
Travel & Per Diem	\$ -	\$ 6,250	\$ 6,250	\$ 6,250	\$ 6,250	\$ -
Other Direct Costs	\$ -	\$ 36,675	\$ -	\$ -	\$ 146,700	\$ -

**Notes:**  
 \*25 Vendor Licenses for Year 1 (\$36,675) commencing March 2020  
 \*\*100 (75 more) Vendor Licenses for Year 2 (\$146,700) commencing March 2021  
 \*\*\*Ongoing budget for OE will be carried in Core Task Order from July 2020 forward

2020 DL Rate	Multiplier	Multiplier Type	Hours	Cost
				*Sub Mark-Up 3%
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
52.89	2.50	Gafcon	370.2	\$ 50,420.91
39.42	2.50	Gafcon	347.7	\$ 35,296.86
61.90	2.50	Gafcon	558.8	\$ 89,066.94

				\$ -
				\$ -
				\$ -

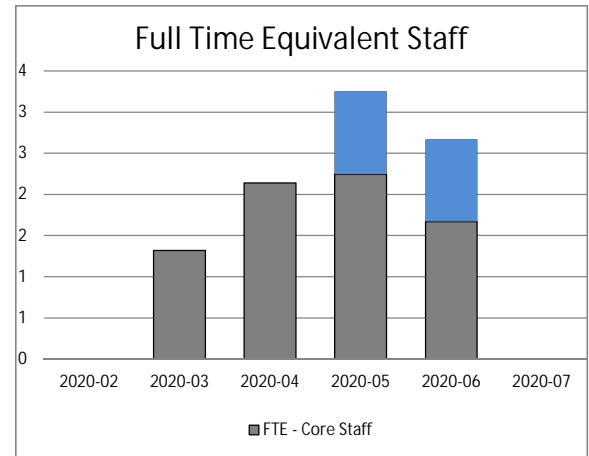
				\$ -
				\$ -
52.00	2.52	AECOM - Home	346.0	\$ 45,339.84
				\$ -
				\$ -
				\$ -

				\$ -
--	--	--	--	------

<b>Sub Total</b>				\$ 220,124.54
------------------	--	--	--	---------------

Travel & Per Diem	\$ 25,000.00
Other Direct Costs	\$ 183,375.00
<b>Grand Total Project</b>	<b>\$ 428,498.92</b>

\*See ODC Notes below



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 18, 2020**

**PRESENTATION OF FY 2019 FINANCIAL STATEMENTS AND  
ANALYSIS OF FINANCIAL RESULTS**

**SUMMARY**

The Authority's independent auditor, Macias Gini & O'Connell LLP ("MGO") has completed its audit of the Burbank-Glendale-Pasadena Airport Authority ("Authority") fiscal year 2019 financial statements. Enclosed with this staff report is a copy of the audited Basic Financial Statements for the fiscal years ended June 30, 2019 ("FY 2019") and 2018 ("FY 2018"). Also enclosed are copies of the audited Single Audit Reports (audit of federal grant programs), Passenger Facility Charge Audit Report, Customer Facility Charge Audit Report, Independent Auditor's Report on Compliance with Section 6.05 of the Bond Indenture, and the Auditor's Required Communications to the Authority regarding the FY 2019 audits. At its meeting on February 3, 2020, the Finance and Administration Committee voted (2-0, 1 absent) to recommend that the Commission note and file these reports.

The results are summarized below.

- MGO's "unmodified" opinions are:
  - The Basic Financial Statements are presented fairly, in all material respects, in conformity with generally accepted accounting principles.
  - The Authority complied in all material respects with compliance requirements applicable to its major federal program, the Passenger Facility Charge program and the Customer Facility Charge program and identified no reportable deficiencies in internal control over compliance.
  - MGO identified no reportable deficiencies in internal control over financial reporting or compliance that are required to be reported under Government Auditing Standards.
  - The Schedule of Expenditures of Federal Awards, Schedule of Passenger Facility Charge Revenues and Expenditures and Schedule of Customer Facility Charge Revenues and Expenditures are fairly stated in relation to the Basic Financial Statements as a whole.
  - Based on auditing procedures performed, the Authority complied with the terms, covenants, provisions or conditions of Section 6.05 (Rates and Charges) to Article VI of the Bond Indenture, as amended.

Staff will present each report and provide an overview and analysis of financial results for the fiscal year ended June 30, 2019. MGO will present a summary of its audits. Staff seeks a Finance and Administration Committee recommendation to the Commission that it note and file these audit reports.

## BASIC FINANCIAL STATEMENTS

The Basic Financial Statements (“BFS”) of the Authority have been prepared in conformity with accounting principles generally accepted in the United States of America (“GAAP”). The Government Accounting Standards Board (“GASB”) is the accepted standard-setting body for establishing accounting and financial reporting principles.

The Authority reports its financial operations as a government enterprise activity, and as such, its financial statements are presented using the “economic resources” measurement focus and the accrual method of accounting. Under this method of accounting, revenues are recorded when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. The measurement focus is on determination of changes in net position, financial position, and cash flows. Operating revenues include charges for services, tenant rent, ground transportation, fuel flowage fees, and other operating revenues. Operating expenses include costs of services as well as materials, contracts, personnel, and depreciation. Grants and similar items are recognized as revenue as soon as all eligibility requirements for reimbursement of expenses have been met.

The BFS report is composed of three parts:

- (i) The Independent Auditor’s Report;
- (ii) Management’s Discussion and Analysis (“MD&A”), a narrative overview and analysis of the Authority’s financial activities; and
- (iii) The Basic Financial Statements, consisting of the Statements of Net Position (Balance Sheets), Statements of Revenues, Expenses and Changes in Net Position (Income Statements), Statements of Cash Flows and Notes to Basic Financial Statements.

The Independent Auditor’s Report reflects an unmodified opinion, indicating that the BFS present fairly, in all material respects, the financial position of the Authority at June 30, 2019 and 2018, and the change in financial position and cash flows for the years then ended, are in conformity with GAAP. The audits were conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

The MD&A is required supplementary information. The discussion and analysis in the MD&A is intended to serve as an introduction to the Authority’s Basic Financial Statements.

A summary of the Statements of Net Position at June 30, 2019 and 2018 is as follows:

<b>Summary Statements of Net Position</b>				
<b>June 30, 2019 and 2018</b>				
	<b>2019</b>	<b>2018</b>	<b>Change</b>	
			<b>\$</b>	<b>%</b>
<b>Current assets</b>	\$ 34,886,063	\$ 28,915,023	\$ 5,971,040	20.65%
<b>Restricted assets</b>	80,908,734	70,721,436	10,187,298	14.40%
<b>Facility Development Reserve</b>	180,132,453	173,132,453	7,000,000	4.04%
<b>Bond debt service reserve surety, net</b>	23,638	28,366	(4,728)	-16.67%
<b>Capital assets, net</b>	334,237,514	340,426,317	(6,188,803)	-1.82%
<b>Total assets</b>	<b><u>630,188,402</u></b>	<b><u>613,223,595</u></b>	<b><u>16,964,807</u></b>	<b>2.77%</b>
<b>Liabilities:</b>				
<b>Current liabilities and liabilities payable from restricted assets</b>	19,047,302	18,832,694	214,608	1.14%
<b>Noncurrent liabilities</b>	96,538,385	102,090,622	(5,552,237)	-5.44%
<b>Total liabilities</b>	<b><u>115,585,687</u></b>	<b><u>120,923,316</u></b>	<b><u>(5,337,629)</u></b>	<b>-4.41%</b>
<b>Deferred inflows of resources –</b>				
<b>Deferred amount on refunding of 2005 Bonds</b>	510,045	612,054	(102,009)	-16.67%
<b>Net position:</b>				
<b>Net investment in capital assets</b>	238,185,073	238,809,231	(624,158)	-0.26%
<b>Restricted</b>	72,175,039	62,005,471	10,169,568	16.40%
<b>Unrestricted</b>	203,732,558	190,873,523	12,859,035	6.74%
<b>Total net assets</b>	<b><u>\$ 514,092,670</u></b>	<b><u>\$ 491,688,225</u></b>	<b><u>\$ 22,404,445</u></b>	<b>4.56%</b>

A summary of the Statements of Revenue, Expenses and Changes in Net Position for the years ended June 30, 2019 and 2018 is as follows:

## Summary Statements of Revenues, Expenses and Changes in Net Position

Years Ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>	<u>Change</u>	
			<u>\$</u>	<u>%</u>
<b>Operating revenues</b>	\$ 58,469,920	\$ 54,890,750	\$ 3,579,170	6.52%
<b>Operating expenses before depreciation</b>	<u>44,850,463</u>	<u>42,058,420</u>	<u>2,792,043</u>	6.64%
<b>Operating income before depreciation</b>	<b>13,619,457</b>	<b>12,832,330</b>	<b>787,127</b>	<b>6.13%</b>
<b>Depreciation</b>	<u>17,572,175</u>	<u>17,906,547</u>	<u>(334,372)</u>	-1.87%
<b>Operating loss</b>	<b>(3,952,718)</b>	<b>(5,074,217)</b>	<b>1,121,499</b>	<b>22.10%</b>
<b>Nonoperating revenues, net</b>	<u>21,186,447</u>	<u>7,263,655</u>	<u>13,922,792</u>	191.68%
<b>Income before capital contributions</b>	<b>17,233,729</b>	<b>2,189,438</b>	<b>15,044,291</b>	<b>687.13%</b>
<b>Capital contributions</b>	<u>5,170,716</u>	<u>9,625,431</u>	<u>(4,454,715)</u>	-46.28%
<b>Changes in net position</b>	<b>22,404,445</b>	<b>11,814,869</b>	<b>10,589,576</b>	<b>89.63%</b>
<b>Net position, beginning of year</b>	<u>491,688,225</u>	<u>479,873,356</u>	<u>11,814,869</u>	2.46%
<b>Net position, end of year</b>	<u><b>\$ 514,092,670</b></u>	<u><b>\$ 491,688,225</b></u>	<u><b>\$ 22,404,445</b></u>	<b>4.56%</b>

## SINGLE AUDIT REPORTS

The Single Audit Reports present the activity of federal award programs of the Authority for the year ended June 30, 2019. The Single Audit Reports include:

- An unmodified independent auditor's report which indicates that MGO identified no instances of noncompliance, reportable deficiencies or other matters that are required to be reported under *Government Auditing Standards*.
- An independent auditor's report that provides an unmodified opinion on compliance with compliance requirements applicable to the Authority's major program and identified no reportable deficiencies related to compliance for that program. The report also indicated that the Schedule of Expenditures of Federal Awards is fairly stated in relation to the Basic Financial Statements as a whole.
- Schedule of Expenditures of Federal Awards
- Notes to Schedule of Expenditures of Federal Awards
- Schedule of Findings and Questioned Costs  
No findings or questioned costs were noted.
- Summary Schedule of Prior Audit Findings and Questioned Costs  
None noted.

## PASSENGER FACILITY CHARGE AUDIT REPORT

The Passenger Facility Charge Audit Report presents the cash receipts and disbursements of the Authority's Passenger Facility Charge ("PFC") program. The Aviation Safety and Capacity Expansion Act of 1990 authorized the local imposition of Passenger Facility Charges and use of the PFC revenue on Federal Aviation Administration ("FAA") approved projects.

The PFC audit report includes the following:

- An unmodified independent auditor's report, which indicates that: (i) the Authority complied in all material respects with compliance requirements applicable to the Passenger Facility Charge program; (ii) MGO identified no reportable deficiencies in internal control over compliance; and (iii) the Schedule of Passenger Facility Charge Revenues and Expenditures is fairly stated in relation to the Basic Financial Statements taken as a whole.
- Schedule of Passenger Facility Charge Revenues and Expenditures
- Notes to Schedule of Passenger Facility Charge Revenues and Expenditures

No findings or questioned costs were noted.

## CUSTOMER FACILITY CHARGE AUDIT REPORT

The Customer Facility Charge Audit Report presents the cash receipts and disbursements of the Authority's Customer Facility Charge ("CFC") program. Assembly Bill 491 of the 2001-2002 California Legislature (codified in California Civil Code Section 1936 et seq. ("Code")) authorized the local imposition of CFCs and use of CFC revenue to plan, finance, design



and construct on-airport consolidated rental car facilities (CRCF). The Authority established the CFC effective December 1, 2009 with adoption of Resolution 429. Based on an amendment of the enabling legislation for the CFC (S.B. 1192; Chapter 642, Statutes of 2010), on December 10, 2010 the Authority approved Resolution 439 which repealed Resolution 429 and authorized collection of an alternative CFC, effective July 1, 2011, of \$6 per rental car transaction day up to a maximum of five days. Resolution 439 authorized collection of the alternative CFC through the period that any debt related to the CRCF is outstanding.

The CFC audit report includes the following:

- An unmodified independent auditor's report, which indicates that: (i) the Authority complied in all material respects with compliance requirements applicable to the Customer Facility Charge program; (ii) MGO identified no reportable deficiencies in internal control over compliance; and (iii) the Schedule of Customer Facility Charge Revenues and Expenditures is fairly stated in relation to the Basic Financial Statements taken as a whole.
- Schedule of Customer Facility Charge Revenues and Expenditures
- Notes to Schedule of Customer Facility Charge Revenues and Expenditures

No findings or questioned costs were noted.

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH SECTION 6.05  
OF THE BOND INDENTURE**

Based on audit procedures performed, MGO identified no instances of noncompliance with the terms, covenants, provisions or conditions with Section 6.05 (Rates and Charges) to Article VI of the Indenture dated May 1, 2005 with Bank of New York Mellon Trust Company, as amended (Bond Indenture), insofar as they relate to accounting matters. The report also contains a calculation of the rates and charges ratio and the debt service ratio for the year ended June 30, 2019, as follows:

<b>Rates and Charges Ratio</b>	
Pledged revenues	\$ 67,878,687
Less operating expenses	44,850,463
Net revenues	\$ 23,028,224
Transfers to Surplus Fund	2,600,103
Net revenues plus transfers to Surplus Fund	\$ 25,628,327
Deposits and charges:	
Accrued debt service - 2012 Airport Revenue Bonds	\$ 5,836,911
Deposit of Customer Facility Charge revenue to Debt Service Fund	(5,660,457)
Accrued debt service - 2015 Airport Revenue Bonds	4,563,500
Deposits to operating reserve account	622,041
Total deposits and charges	\$ 5,361,995
Deposits and charges coverage ratio	4.78
Required deposits and charges coverage ratio	1.00
<b>Debt Service Coverage Ratio</b>	
Net revenues plus transfers to Surplus Fund	\$ 25,628,327
Net accrued debt service	\$ 4,739,954
Debt service coverage ratio	5.41
Required debt service coverage ratio	1.25

**RECOMMENDATION**

At its meeting on February 3, 2020, the Finance and Administration Committee voted (2–0, 1 absent) to recommend that the Commission note and file the Basic Financial Statements as of and for the fiscal years ended June 30, 2019 and 2018; the Single Audit Reports for the year ended June 30, 2019; the Passenger Facility Charge Audit Report for the year ended June 30, 2019; the Customer Facility Charge Audit Report for the year ended June 30, 2019; the Independent Auditor’s Report on Compliance with Section 6.05 of the Bond Indenture; and the Auditor’s Required Communications to the Authority regarding the FY 2019 audits.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 18, 2020**

**COMMUNITY NOISE CONCERNS**

**Southern San Fernando Valley Airplane Noise Task Force Meetings**

The sixth meeting of the Task Force will be held on Wednesday, February 19, 2020, at 6:30 p.m. at the Los Angeles Burbank Marriott Hotel.

During the five previous Task Forces meetings held to date, presentations have been made by various community groups, the FAA and Southwest Airlines. At the recommendation of HMMH, the sixth Task Force meeting is expected to move from education and information gathering to development of solution proposals that will become the basis of recommendations to the FAA for its consideration.

A seventh meeting of the Task Force is scheduled for Wednesday, April 1, 2020, at 6:30 p.m. at the Los Angeles Burbank Marriott Hotel.

**Availability of Documentation and Recordings**

Agendas and videos of the Task Force meetings, including the presentations made during the meetings, are posted to the both LAWA and Hollywood Burbank Airport websites.



DEBBIE LESKO  
Proudly Serving Arizona's 8th District



## Lesko and Murphy Introduce Trusted Traveler REAL ID Relief Act

Washington, DC, February 11, 2020 | [0 comments](#)

Today, the top Republican on the Transportation and Maritime Security Subcommittee, Rep. Debbie Lesko (R-AZ), and Rep. Stephanie Murphy (D-FL) introduced [H.R. 5827, the \*Trusted Traveler REAL ID Relief Act of 2020\*](#), to allow airline travelers in the U.S. to use PreCheck as an alternative to REAL ID when traveling beginning on October 1, 2020. This bill also requires TSA to develop a contingency plan to address travelers who attempt to travel without REAL ID-compliant credentials after October 1, 2020.

“As the October 1, 2020 deadline quickly approaches, many Americans are still without REAL ID-compliant identification,” **said Congresswoman Lesko (AZ-08)**. “Only 16% of Americans believe they have a REAL ID, while approximately 99 million Americans say they do not have any form of REAL ID-compliant identification. These figures are clear indicators of the mass confusion, chaos, and delays that will most certainly occur across our nation’s airports if proper measures are not taken by October 1. We must take action to ensure a seamless transition when REAL ID requirements take effect.”

“The implementation of REAL ID identification standards could significantly impact Florida: a year-round tourist destination. Despite a rapidly approaching deadline, it is clear that not enough Americans are aware of the new and heightened ID travel requirements,” **said Congresswoman Murphy (FL-07)**. “This commonsense bill will permit those enrolled in TSA PreCheck to continue their journey without disruption, smoothing the transition to these enhanced security standards.”

“The aviation industry remains concerned about the implementation of REAL ID for boarding commercial aircraft and appreciates Congress’ attention to this critical issue,” **said Sharon Pinkerton, Senior Vice President of Legislative and Regulatory Policy for Airlines for America (A4A)**. “The *Trusted Traveler REAL ID Relief Act* is a positive step toward ensuring that the 2.4 million people who travel every day will be able to flow through the system as seamlessly as possible this Fall.”

“AAAE appreciates this effort to provide creative ways to address the challenges posed by the October 1 REAL ID enforcement deadline,” **said American Association of Airport Executives President and CEO Todd Hauptli**. We look forward to working with Congress, the administration, and our industry partners to advance solutions that ensure the traveling public is not grounded on October 1.”

“Travel advisors are doing their part to educate the public on the looming REAL ID deadline, but getting



DEBBIE LESKO  
Proudly Serving Arizona's 8th District

“Airports are concerned that the low penetration of REAL ID compliant identification among the traveling public will negatively impact passengers and airport operations,” said **Airports Council International-North America President and CEO Kevin M. Burke**. “If, on October 1, millions of passengers are unable to board their flights when they arrive at airports, it will significantly disrupt the lives of individuals as well as operations throughout our interconnected aviation system. We appreciate Rep. Debbie Lesko and Rep. Stephanie Murphy for recognizing the harm this could have on the U.S. aviation system – a major pillar of our national economy – and for offering practical solutions to help ease the transition to full implementation of REAL ID. DHS and TSA should continue to advance initiatives to raise public awareness about the upcoming REAL ID deadline while working to identify alternatives that minimize the impact on the traveling public.”

“If REAL ID standards were put into effect immediately, nearly 80,000 Americans could be turned away from the TSA checkpoint on the first day,” said **U.S. Travel Executive Vice President of Public Affairs and Policy Tori Emerson Barnes**. “With the evolution of security and technology in the 15 years since the *REAL ID Act* was passed, the *Trusted Traveler REAL ID Relief Act* advances discussions on ensuring a smooth transition into REAL ID enforcement and the future of security screening. We applaud Reps. Lesko and Murphy for taking this positive step toward modernizing our travel security systems.”

#### **Background:**

On October 1, 2020, the *REAL ID Act of 2005*, which requires enhanced driver’s licenses for domestic flight, will come into full implementation. Airport travelers on domestic flights without a REAL ID-compliant credential will not be able to proceed through TSA security screening, and thus will be unable to board their flight. Travelers on international flights will be able to use their passports.

#### *The Trusted Traveler REAL ID Relief Act:*

- Requires the Transportation Security Administration (TSA) to accept PreCheck enrollment as an alternative to REAL ID-compliant identification for domestic air travel until April 1, 2022.
- Requires TSA to notify the public of the PreCheck exemption and to partner with stakeholders to inform the public of all pending REAL ID implementation requirements.
- Requires TSA to develop and implement alternative screening procedures for those who arrive at an airport checkpoint without an acceptable REAL ID credential or exemption.
- Provides opportunity for airports to request that TSA coordinate with air carriers, airport operators, and relevant law enforcement agencies to conduct REAL ID implementation exercises in preparation for October 2020.
- Allows State motor vehicle agencies to establish procedures through which individuals can submit electronic documents and facial images when applying for a REAL ID compliant identification.