



April 27, 2017

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held Monday, May 1, 2017, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 Hollywood Way, Burbank, California 91505.

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



REGULAR COMMISSION MEETING

AGENDA

MAY 1, 2017

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of Monday, May 1, 2017

9:00 A.M.

NOTE TO THE PUBLIC: Prior to consideration of business items, the Authority invites comment on airport-related matters during the Public Comment period. 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 Commission's secretary.
- Limit public comments to five minutes, or such other period of time as may be specified by the presiding officer, and confine remarks to matters that are on the Commission's agenda for consideration or are otherwise within the subject matter jurisdiction of the Commission.

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 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.

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
5. CONSENT CALENDAR
 - a. Commission Minutes
(For Approval)

- 1) April 17, 2017

[See page 1]

- b. Executive Director Travel Authorization For Attendance at ACI-NA Summer Board Meeting, ACI-NA U.S. Policy Council Meeting, and ACI Europe General Assembly Congress & Exhibition **[See page 6]**
 - c. Month-to-Month Ground Lease: Overflow Storage Enterprise Rent-A-Car Company **[See page 8]**
6. ITEMS FOR COMMISSION APPROVAL
- a. Amendment No. 1 to the Janitorial Service Agreement Diverse Facility Solutions, Inc. **[See page 10]**
 - b. Award of Contract — Forecast of Aviation Demand InterVISTAS Consulting Inc **[See page 14]**
7. ITEMS FOR INFORMATION
- a. Airline Schedule Analysis **[See page 39]**
 - b. March 2017 Passenger/Cargo Statistics and Parking Information **[See page 44]**
8. CLOSED SESSION
- a. CONFERENCE WITH LABOR NEGOTIATORS
(California Government Code Section 54957.6)
Authority Representatives: Frank R. Miller
Employee Organization: IAFF I-60
 - b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(California Government Code Section 54957(b))

Title: Executive Director
9. ADJOURNMENT

COMMISSION NEWSLETTER
May 1, 2017

[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. COMMISSION MINUTES – April 17, 2017 - The draft minutes of this meeting are attached for Commission's review and approval.
- b. EXECUTIVE DIRECTOR TRAVEL AUTHORIZATION FOR ATTENDANCE AT ACI-NA SUMMER BOARD MEETING, ACI-NA U.S. POLICY COUNCIL MEETING, AND ACI EUROPE GENERAL ASSEMBLY CONGRESS & EXHIBITION – A staff report is included in the agenda packet. Staff seeks Commission approval of a travel authorization for Executive Director Frank R. Miller to attend the Airports Council International-North America ("ACI-NA") U.S. Policy Council meeting, the ACI-NA Board of Directors summer meeting, and the Airports Council International-Europe ("ACI-Europe") General Assembly Congress & Exhibition, which are being held in Paris from June 11-14, 2017.
- c. MONTH-TO-MONTH GROUND LEASE – OVERFLOW STORAGE ENTERPRISE RENT-A-CAR COMPANY: A staff report is included in the agenda packet. At the April 17, 2017, meeting of the Finance and Administration Committee ("Committee"), the Committee voted unanimously (3–0) to recommend to the Commission that it approve the Month-to-Month Ground Lease ("Lease") between Enterprise Rent-A-Car Company of Los Angeles, LLC and the Burbank-Glendale-Pasadena Airport Authority for overflow storage of Enterprise's rent-a-car inventory. The Lease is for 34,358 sq. ft. of the former rent-a-car service area located off of Empire Avenue in the southwest quadrant of the airport. Under the proposed Lease, rent will be \$6,184.44 monthly.

6. ITEMS FOR COMMISSION APPROVAL

- a. AMENDMENT NO. 1 TO THE JANITORIAL SERVICE AGREEMENT – DIVERSE FACILITY SOLUTIONS, INC.: A staff report is included in the agenda packet. This item, subject to the recommendation of the Operations and Development Committee, has been placed on the Commission's agenda for consideration at its meeting immediately following the Committee's meeting. Staff seeks a Commission authorization to exercise the first of two one-year extension options contained in the Janitorial Service Agreement between the Burbank-Glendale-Pasadena Airport Authority and Diverse Facility Solutions, Inc. Concurrent with this recommendation,

Staff is also recommending to the Commission that it exercises the first of two one-year extensions for janitorial services needed to address the post-security pet relief station located in Terminal A.

- b. **AWARD OF CONTRACT – FORECAST OF AVIATION DEMAND – INTERVISTAS CONSULTING INC.:** A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting preceding the Commission meeting, this item has been placed on the Commission's agenda for its consideration. In conjunction with the Airport Layout Plan revision currently in progress, Staff seeks the approval of the Commission that it authorize an award of contract to InterVISTAS Consulting Inc. for a lump-sum amount of \$40,000 for a Forecast of Aviation Activity required by the Federal Aviation Administration and authorize the Executive Director to execute the same.

InterVISTAS is currently under contract to provide air service development support. The combined value of the air service development support agreement and the proposed Forecast of Aviation Activity agreement exceeds the maximum amount the Executive Director is authorized to execute.

7. ITEMS FOR INFORMATION

- a. **AIRLINE SCHEDULE ANALYSIS –** A staff report is included in the agenda packet. Staff has received notice of changes in service, fleet mix, and scheduled operating times from three airlines serving Hollywood Burbank Airport. This report change is reflected in detail below and on the attached Schedule Change Analysis.
- b. **MARCH 2017 PASSENGER/CARGO STATISTICS AND PARKING INFORMATION:** The March 2017 passenger count of 382,245 was up 12.98% compared to last year's 338,334. The calendar year-to-date total for the first three months is up 8.38% at 1,012,011 compared to 933,794 through March 2016. Air carrier aircraft operations increased by 5.46%. Cargo volume continued to be up, posting a 9.39% increase to 10.4 million pounds in March, and the year-to-date the total of 27.6 million pounds is up 10.7% over last year. A complete report is included in the agenda packet.

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

MONDAY, APRIL 17, 2017

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 Hollywood Way, Burbank, California, at 9:00 a.m., by President Wiggins.

1. PLEDGE OF ALLEGIANCE

Chief Skvarna led the assembly in the recitation of the Pledge of Allegiance to the Flag.

2. ROLL CALL

Present:

Commissioners Brown, Adams, Gharpetian, Wiggins, Tornek and Selvidge

Absent:

Commissioners Sinanyan, Quintero and Madison

Also Present:

Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; Bob Anderson, Director, Engineering and Planning; Mark Hardyment, Director, Government and Environmental Affairs; Denis Carvill, Deputy Executive Director, Engineering, Maintenance, Operations and Airline Relations; Mike Duong, Senior Manager, Business and Compliance

Terence R. Boga, Counsel, Richard, Watson & Gershon

3. APPROVAL OF AGENDA

There were no changes to the agenda.

4. PUBLIC COMMENT

There was no public comment.

5. CONSENT CALENDAR

**a. Committee Reports
(To Note and File)**

**1) Operations and Development
Committee**

(i) March 20, 2017

Approved minutes of the March 20, 2017, Operations and Development Committee and the Finance and Administration Committee were presented for review and approval.

**2) Finance and Administration
Committee**

(i) March 20, 2017

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

Draft minutes of the April 3, 2017, Commission meeting were included in the agenda packet for review and approval.

1) April 3, 2017

**c. February 2017 Treasurer's
Report**

At the April 11, 2017, special meeting of the Finance and Administration Committee ("Committee"), the Committee voted unanimously (3-0) to recommend that the February 2017 Treasurer's report be noted and filed by the Commission.

**d. Access/Indemnity Memorandum
of Understanding with Lockheed
Martin Corporation**

Staff presented for Commission approval, two Access/Indemnity Memoranda of Understanding ("MOUs") with Lockheed Martin Corporation ("Lockheed") which would allow Lockheed to have limited access to Hollywood Burbank Airport in perpetuity to monitor and maintain groundwater monitoring wells. In exchange, the Authority will receive: (1) additional contractual commitments confirming Lockheed's obligation to defend and indemnify the Authority against any claims based on groundwater contamination caused by Lockheed, (2) Lockheed's commitment to close the groundwater wells once they are no longer needed, and (3) Lockheed will provide appropriate documentation of proper well closure.

There are no fiscal impacts from the proposed MOUs, other than the time expended by counsel to prepare them.

MOTION

Commissioner Adams moved approval of the Consent Calendar, seconded by Commissioner Selvidge.

MOTION APPROVED

The motion was approved (6-0, 3 absent), by the following vote:

AYES Commissioners Brown, Adams
 Gharpetian, Wiggins, Tornek and
 Selvidge

NAYS None

ABSENT Commissioners Sinanyan,
Quintero and Madison

**6. ITEMS FOR COMMISSION
APPROVAL**

**a. Award of Contract – Project
No. E16-19 Phase 3
Rehabilitation Project
(Runway 15-33)**

At the April 3, 2017, meeting of the Operations and Development Committee (“Committee”), the Committee voted unanimously (2-0, one absent) to recommend to the Commission that it: (1) award a construction contract in the amount of \$9,334,568.10 to PALP, Inc., dba Excel Paving Company for the construction of Phase 3 of the Runway rehabilitation project; (2) authorize the issuance of a Work Order to the existing professional services agreement with RS&H for a lump sum amount of \$865,383 for designer of record construction administration services, onsite technical services, inspection and material testing; (3) approve the deployment of TBI Force Account including in-house consultants for project/construction management services, field observation and security for a not-to-exceed amount of \$450,000; and, (4) authorize the establishment of a Project Aggregate Contingency of \$650,000, which is approximately 6% of the estimated total project budget.

Approximately every decade, the Authority must rehabilitate both runway pavements. Staff has identified a multi-phase runways rehabilitation and Engineered Materials Arresting System program to be executed over the course of three (3) fiscal years (FY 2016, FY 2017 and FY 2018). At this time, Phase 1 is complete and Phases 2A and 2B are in progress and anticipated to be completed by June 2017.

The Phase 3 project is being funded through a Federal Aviation Administration (“FAA”) Airport Improvement Program grant with a 20% local match through a Passenger Facility Charge (“PFC”) application that is in process. There are no fiscal impacts other than the planned utilization of airport funds for the grant-matching portion of the project prior to receiving approval of the PFC application by the FAA.

MOTION

Commissioner Gharpetian moved approval, seconded by Commissioner Adams.

MOTION

Commissioner Gharpetian moved approval, seconded by Commissioner Adams.

MOTION APPROVED

The motion was approved (6–0, 3 absent) by the following vote:

AYES Commissioners Adams, Brown Gharpetian, Wiggins, Tornek and Selvidge

NAYS None

ABSENT Commissioners Sinanyan, Quintero and Madison

7. ITEMS FOR COMMISSION DISCUSSION

a. Fiscal Year 2016/2017 (“FY 2017”) Mid-Year Budget Performance Review

Staff presented to the Commission the FY 2017 mid-year budget performance review, reporting on the first eight months of actual financial performance and providing several overall projections for fiscal year-end results.

MOTION

Commissioner Tornek moved to note and file the mid-year budget performance review with no change to the budget at this time, seconded by Commissioner Selvidge.

MOTION APPROVED

The motion was approved (6–0, 3 absent) by the following vote:

AYES Commissioners Adams, Brown Gharpetian, Wiggins, Tornek and Selvidge

NAYS None

ABSENT Commissioners Sinanyan, Quintero and Madison

8. ITEMS FOR INFORMATION

a. February 2017 Passenger/ Cargo Statistics and Parking Information

Staff presented the Passenger/Cargo Statistics and Passenger Information for the month of February 2017.

9. CLOSED SESSION

The meeting recessed to close session at 9:29 a.m. to discuss items listed on the closed session agenda as follows:

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation (California Government Code Section 54956.9(d)(4)):
1 potential case

b. CONFERENCE WITH LABOR NEGOTIATORS
(California Government Code Section 54957.6)
Authority Representatives: Frank R. Miller
Employee Organization: IAFF I-60

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

Title: Executive Director

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

**Meeting Reconvened to Open
Session**

The meeting reconvened to open session at
9:50 a.m. with the same Commissioners
present.

Closed Session Report

Counsel Boga reported that, with respect to item
9.d., the Commission unanimously denied
the Maricelli claim.

10. ADJOURNMENT

There being no further business, the meeting was
adjourned at 9:50 a.m.

Zareh Sinanyan, Secretary

Date

Bill Wiggins, President

Date

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MAY 1, 2017**

**EXECUTIVE DIRECTOR TRAVEL AUTHORIZATION
FOR ATTENDANCE AT ACI-NA SUMMER BOARD MEETING,
ACI-NA U.S. POLICY COUNCIL MEETING, AND ACI EUROPE
GENERAL ASSEMBLY CONGRESS & EXHIBITION**

SUMMARY

Staff seeks Commission approval of a travel authorization for Executive Director Frank R. Miller to attend the Airports Council International-North America ("ACI-NA") U.S. Policy Council meeting, the ACI-NA Board of Directors summer meeting, and the Airports Council International-Europe ("ACI-Europe") General Assembly Congress & Exhibition, which are being held in Paris from June 11-14, 2017.

BACKGROUND

Airports Council International ("ACI") is a nonprofit organization whose prime purpose is to advance the interests of airports and to promote professional excellence in airport management and operations. ACI has five geographical regions: ACI-NA; ACI-Europe; ACI-Asia-Pacific; ACI-Africa; and ACI-Latin America/Caribbean.

ACI-NA represents local, regional, and state governing bodies that own and operate commercial airports in the United States and Canada. The leadership of ACI-NA includes an Executive Committee, a Board of Directors, and a U.S. Policy Council that is advisory to the Board. Executive Director Miller has served as Chairman, First Vice Chairman, and Second Vice Chairman of ACI-NA. He also has served on ACI's World Governing Board and World Executive Committee.

From June 11-14, 2017, there will be several ACI and ACI-NA meetings held in Paris. These include the ACI-NA U.S. Policy Council meeting, the ACI-NA Board of Directors summer meeting, and the ACI-Europe General Assembly Congress & Exhibition. Executive Director Miller seeks to attend these meetings on the Authority's behalf in order to advance the Authority's interests.

The Authority's travel authorization and expense reimbursement policy makes the President responsible for granting travel authorizations for Commissioners, and makes the Executive Director responsible for granting travel authorizations for staff. This item has been agendaized to give the Commission the opportunity to decide whether the proposed travel authorization for Executive Director Miller should be granted.

FISCAL IMPACT

The estimated cost for travel including conference registration, air fare and hotel fees is approximately \$5,560.

RECOMMENDATION

Staff recommends that the Commission approve a travel authorization for the Executive Director to attend the ACI-NA U.S. Policy Council meeting, the ACI-NA Board of Directors summer meeting, and the ACI-Europe General Assembly Congress & Exhibition being held in Paris from June 11-14, 2017.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MAY 1, 2017**

**MONTH-TO-MONTH GROUND LEASE
OVERFLOW STORAGE
ENTERPRISE RENT-A- CAR COMPANY OF LOS ANGELES, LLC**

SUMMARY

At the April 17, 2017, meeting of the Finance and Administration Committee ("Committee"), the Committee voted unanimously (3–0) to recommend to the Commission that it approve the Month-to-Month Ground Lease ("Lease") between Enterprise Rent-A-Car Company of Los Angeles, LLC ("Enterprise") and the Burbank-Glendale-Pasadena Airport Authority ("Authority") for overflow storage of Enterprise's rent a car inventory. The lease is for 34,358 square feet of the former rent a car service area located off of Empire Avenue in the southwest quadrant of the airport. Under the proposed Lease, rent will be \$6,184.44 monthly.

BACKGROUND

Enterprise is a signatory to the Non-Exclusive On-Airport Rental Car Lease and Concession Agreement for its operation in the Regional Intermodal Transportation Center ("RITC"). Enterprise has operated in this facility since July 2014 and currently is a tenant in good standing.

Prior to the development and use of the RITC and its associated Consolidated Rental Car Facility ("CRCF") the rental car operation at the Airport was limited to a ready return area of 283 spaces located south of Terminal B with a remote service facility located in the southwest quadrant of the airport between Building 3 and Hangars 4 and 5. The proposed property for this overflow storage was originally the fleet service area for Alamo, Avis, Hertz, and National. The rental car service areas were consolidated into the RITC from the space off of Empire Avenue in July 2014. Subsequently, Alamo and National terminated their use, cleaned their respective areas and returned the space. Avis and Hertz, however, maintained the area under lease for additional overflow storage.

Shortly after the opening of the RITC, Enterprise terminated the Alamo and National leaseholds in this service area due to a low demand for additional storage outside of the RITC. With the market share shift within the rental car industry at Hollywood Burbank Airport, Enterprise has now grown significantly enough in which they require additional storage area for their fleet and subsequently, Enterprise approached staff seeking such space. Staff negotiated with Enterprise a month-to-month lease (copy attached) for approximately thirty four thousand square feet of in this former rental car service area.

DETAILS

Key components of the proposed Lease are as follows:

Term:	Month to Month
Commencement:	May 1, 2017
Rent:	\$6,184.44/month
Termination:	30 days' written notice
Adjustment:	3% annual adjustment
Premises:	34,358 square feet
Maintenance:	Tenant responsible for maintaining the property
Taxes:	Tenant responsible for any applicable possessory interest taxes that may be assessed on the property
Utilities:	Tenant is responsible for their utility costs

IMPACT ON REVENUE

The proposed Lease is revenue positive increasing gross non-aviation revenues for the Authority by \$74,213.28 per year.

RECOMMENDATION

At the April 17, 2017, meeting of the Finance and Administration Committee ("Committee") the Committee voted unanimously (3-0) to recommend to the Commission that it approve the Month-to-Month Ground Lease between Enterprise Rent-A-Car Company of Los Angeles, LLC and the Burbank-Glendale-Pasadena Airport Authority for overflow storage of Enterprise's rent a car inventory and that the President be authorized to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MAY 1, 2017**

**AMENDMENT NO. 1 TO THE
JANITORIAL SERVICE AGREEMENT
DIVERSE FACILITY SOLUTIONS, INC.**

SUMMARY

This item, subject to the recommendation of the Operations and Development Committee ("Committee"), has been placed on the Commission's agenda for consideration at its meeting immediately following the Committee's meeting.

Staff seeks a Commission authorization to exercise the first of two one-year extension options contained in the Janitorial Service Agreement ("Service Agreement") between the Burbank-Glendale-Pasadena Airport Authority ("Authority") and Diverse Facility Solutions, Inc. ("DFS"). Concurrent with this recommendation, Staff is also recommending to the Commission that it exercises the first of two one-year extensions for janitorial services needed to address the post-security pet relief station located in Terminal A.

BACKGROUND

On June 1, 2014, the Authority entered into a Service Agreement with DFS for a three-year period, with two one-year extension options for a fixed price of \$1,060,574.40 annually (\$88,381.20). The initial three-year term expires on May 31, 2017, and Staff is recommending that the Authority exercise the first of two one-year options to extend the Service Agreement through May 31, 2018. The current terms and conditions of the Service Agreement shall apply during the one-year extension period.

Around July of 2016, as required under U.S. Department of Transportation directive, a post-security pet relief station was installed in Terminal A. DFS, under a separate purchase order, was contracted to provide janitorial services associated for this facility at the rate of \$325.00 per month, excluding the direct cost of any associated supplies. The purchase order expiration date is concurrent with the Service Agreement and also has two one-year options to extend. Staff is recommending that concurrent with the recommendation to exercise the first one-year option to extend the Service Agreement, the first one-year option to extend the purchase order for pet relief station janitorial services also be exercised.

DFS is in good standing with the Authority and is prepared to continue to provide the services under each one-year extension. During the initial three-year period of the Service Agreement, DFS has met the required level of service of the Authority.

However, during the one-year extension period, Staff will review passenger forecasts, airline schedules and determine where, if any, services levels may be enhanced. Based on the results of this review, Staff intends to issue a Request for Proposal for Janitorial Services for services effective June 1, 2018.

IMPACT ON REVENUE

The proposed transaction will not impact the Authority's operating budget for the remainder of the fiscal year as the fixed monthly cost for the Service Agreement and pet relief station janitorial service remains unchanged during the extension option period. These fixed monthly fees will be included in the proposed FY 2017/2018 Budget.

RECOMMENDATION

Subject to the recommendation of the Operations and Development Committee, Staff seeks a Commission authorization to exercise the first of two one-year extension options contained in the Janitorial Service Agreement between the Burbank-Glendale-Pasadena Airport Authority and Diverse Facility Solutions, Inc. Concurrent with this recommendation, Staff is also recommending to the Commission that it exercises the first of two one-year extensions for janitorial services needed to address the post-security pet relief station located in Terminal A.

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

THIS AMENDMENT NO. 1 ("First Amendment") to the April 21, 2014 Janitorial Services Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Authority"), and Diverse Facility Solutions, Inc. ("Contractor"), an Illinois corporation, is dated May 1, 2017 for reference purposes.

RECITALS

- A. The parties executed the Agreement to provide for the Authority's retention of Consultant as an independent contractor to provide janitorial maintenance services at the Bob Hope Airport.
- B. The parties desire to amend the Agreement to extend the term by one year.

NOW, THEREFORE, the parties agree as follows:

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

"3. TERM.

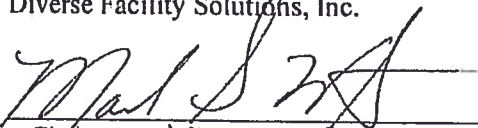
- 3.1 Base Term. The base term of this Agreement shall be for four (4) years, commencing on June 1, 2014 and, unless sooner terminated pursuant to Section 14, shall expire on May 31, 2018.
- 3.2 Option to Extend. The Authority shall have one (1) option to extend the term of this Agreement for one (1) year. The option shall be exercisable by delivering to Contractor written notice on or before April 1, 2018. The terms and provisions of this Agreement shall apply during the extension period except as otherwise provided herein."

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

[SIGNATURES ON FOLLOWING PAGE]

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

Diverse Facility Solutions, 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

President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MAY 1, 2017**

**AWARD OF CONTRACT
FORECAST OF AVIATION DEMAND
INTERVISTAS CONSULTING INC.**

SUMMARY

In conjunction with the Airport Layout Plan ("ALP") revision currently in progress, Staff seeks the approval of the Commission that it authorize an award of contract (copy attached) to InterVISTAS Consulting Inc. ("InterVISTAS") for a lump-sum amount of \$40,000 for a Forecast of Aviation Activity required by the Federal Aviation Administration ("FAA") and authorize the Executive Director to execute the same.

InterVISTAS is currently under contract to provide air service development support. The combined value of the air service development support agreement and the proposed Forecast of Aviation Activity agreement exceeds the maximum amount the Executive Director is authorized to execute. Accordingly, subject to the recommendation of the Operations and Development Committee at its meeting preceding the Commission meeting, this item has been placed on the Commission's agenda for its consideration.

BACKGROUND

The Authority is required to submit to the FAA an ALP Drawing Set that includes the proposed new Replacement Passenger Terminal ("RPT") and related changes to the Airport. The review and conditional approval of an ALP by the FAA is a prerequisite to the FAA's initiation of a National Environmental Policy Act ("NEPA") Study. Typically the ALP is the end product of a Master Plan or Master Plan Update that also includes the preparation of a Forecast of Aviation Activity. This is not the case with the proposed RPT in that it was independently defined as a development item intended specifically to provide safety enhancements at Hollywood Burbank Airport ("Airport").

Efforts on the ALP revision began in February of this year with a collaborative effort between the FAA Los Angeles Airports District Office, Staff, and Conway Consulting ("Conway"). As a result of the various meetings with FAA, it was determined that an FAA endorsement of an ALP revision in the absence of a Master Plan or Master Plan Update requires a "Narrative Report" be prepared and also requires that a Forecast of Aviation Activity be included in the Narrative Report.

The last Forecast of Aviation Activity that met FAA requirements was included in the FAR Part 150 Study prepared in May 2013. The base year historical data in this document is now over 6 years old and the FAA has recommended that a more current update be prepared using historical data through CY2016. Based on FAA Guidance, a new Forecast of Aviation Activity using a base year of 2016 with a 20-year horizon for key demand categories is required and is the purpose for this proposed award of contract.

InterVISTAS is currently on contract to assist Staff with air service development support. The firm has the background information on the Airport, as well as the ability to undertake this assignment immediately and to meet a June 15 submittal deadline. InterVISTAS is also experienced in completing Forecasts of Aviation Activity that meet FAA requirements and has provided similar work product for other airports around the country.

PROJECT DETAILS

For the seven specific tasks to be performed under the proposed contract, InterVISTAS will produce annual demand volumes for commercial enplaned passengers, commercial aircraft operations, general aviation operations, and military operations, as well as based aircraft. These forecasts will be for a 20-year horizon and will be generated using industry accepted methodologies. The Forecasts of Aviation Demand are an inclusionary item into the Narrative Report required for the first phase of the ALP submittal (the Airport Layout Drawing and Data Summary) whose conditional approval is a prerequisite to initiate the NEPA Study process.

SELECTION

Due to the specific experience necessary to complete this task, it was determined that engagement of the Authority's air service development support consultant (which has the experience and necessary resources available) will be able to produce the Forecast of Aviation Activity within the limited timeframe available.

Staff and Conway initially negotiated the scope of work with InterVISTAS and followed up with the FAA for review of the final scope of work proposed for this contract. FAA has provided its concurrence with the scope details. Staff and Conway then negotiated and finalized the cost for the proposed contract with InterVISTAS.

InterVISTAS was engaged in January of this year after the conclusion of the Authority's contract with the previous air service development support firm, Sixel Consulting. InterVISTAS continues to satisfactorily meet its obligations under this contract.

SCHEDULE

The work will begin immediately upon notice of the award of contract with the work scheduled to be completed by June 15, 2017.

CONTINGENCY

The proposed contract is for a lump sum amount of \$40,000 due upon full satisfaction of the work. There is no contingency required for this contract.

BUDGET IMPACTS

This project is included as part of the Adopted 2016/2017 (FY2017) Capital Plan (Category – Replacement Terminal Project) with an approved budget of \$4,500,000.

RECOMMENDATIONS

Subject to the recommendation of the Operations and Development Committee at its meeting preceding the Commission meeting, Staff seeks the approval of the Commission to authorize a contract award to InterVISTAS for a lump-sum amount of \$40,000 for a Forecast of Aviation Activity and Authorized the Executive Director to execute the same.

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority/InterVISTAS Consulting Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated May 1, 2017 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and InterVISTAS Consulting Inc., ("Consultant"), a Delaware corporation ("Consultant").

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: aviation activity forecast.

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

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

- A. "Commencement Date": May 1, 2017.
- B. "Contract Administrator": John T. Hatanaka or a duly authorized designee.
- C. "Contract Amount": aggregate total for seven separate tasks: \$40,000.
- D. "Executive Director": Frank R. Miller or a duly authorized designee.
- E. "Expiration Date": June 30, 2017.
- F. "Federal Requirements" the federal requirements set forth in the attached Exhibit C, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.
- G. "Indemnitees": the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.
- H. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B.
- I. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

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

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

C. In the event any claim is brought against the Authority relating to Consultant's performance of the Services, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

3. Term.

A. This Agreement shall commence on the Commencement Date. Unless earlier terminated, this Agreement shall expire upon completion of the Services or on the Expiration Date, whichever occurs first.

B. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

4. **Compensation.** The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, a lump sum payment of the Contract Amount. Such payment shall be tendered upon satisfactory completion of the Services.

5. **Independent Contractor Status.** Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

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

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

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

9. Indemnification.

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever (collectively, "Liabilities") that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

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

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

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

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

Fax: 818-557-0263

Consultant
InterVISTAS Consulting Inc.
1150 Connecticut Ave., NW
Washington D.C. 20036
Attn: Richard J. Sullivan
E-mail: Richard.Sullivan@InterVISTAS.com
Fax: 202-688-2225

13. Assignability. Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Consultant from utilizing subcontractors identified in Consultant's proposal for the Services. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

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

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

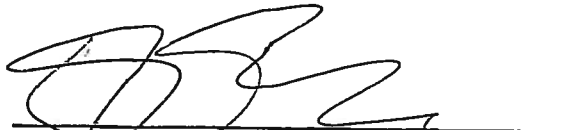
16. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or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

17. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.


[SIGNATURES ON FOLLOWING PAGE]

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

InterVISTAS Consulting 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

Frank R. Miller, Executive Director

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

(attached)

Forecast of Aviation Activity

Hollywood Burbank Airport

Proposed Scope of Services

The Hollywood Burbank Airport (BUR) operated by the Burbank-Glendale-Pasadena Airport Authority (BGPAA) is pursuing the development of a Replacement Terminal Building (RPT). The BGPAA is currently preparing an Airport Layout Plan (ALP) drawing set as a prerequisite for the initiation of an FAA conducted National Environmental Policy Act (NEPA) Study. A forecast of Aviation Activity is needed for inclusion with the submittal of the Airport Layout Plan Narrative Report for BUR. The scope of the forecast for these purposes needs to address the each of the key types of aviation activity currently in existence at BUR. The purposes of the forecasts of aviation activity are for the FAA and the acceptability criteria of the FAA must be met.

Task 1: Forecasts and Market Assessment

- The Traffic Forecast in Task 1 will include:
 - Data Gathering
 - Socio-Economic Analysis
 - Aviation Forecasts
 - Regulatory Impact
 - Forecast Sensitivities and Cases

The most current edition of FAA Terminal Area Forecasts (2016) will be used as a point of comparison with aviation activity forecasts developed independently by InterVISTAS for the 20-year Airport Layout Plan study period. InterVISTAS aviation activity forecasts are projections of expected demand tied to particular years of the 20-year planning period. To remain consistent with the TAF, the forecast will use a base year of federal fiscal year 2016, and the forecast horizons will be FY 2021 (short-term period), FY 2026 (intermediate period), and FY 2036 (long-term period).

1.1 Analysis of Air Traffic and Forecast

Air travel is a derived demand. Demand for air transportation between origin and destination markets is derived from the socio-economic interactions between these markets, shaped by carriers' network, government regulation and available airlift capacity. Generally, business/trade activity, tourism/visitor activity as well as visiting friends and relatives ("VFR") constitute the primary components of air travel at an airport. The level of aviation traffic at an airport is related to the general socio-economic conditions of the markets and regions it serves and particularly the way in which these conditions affect the traffic components.

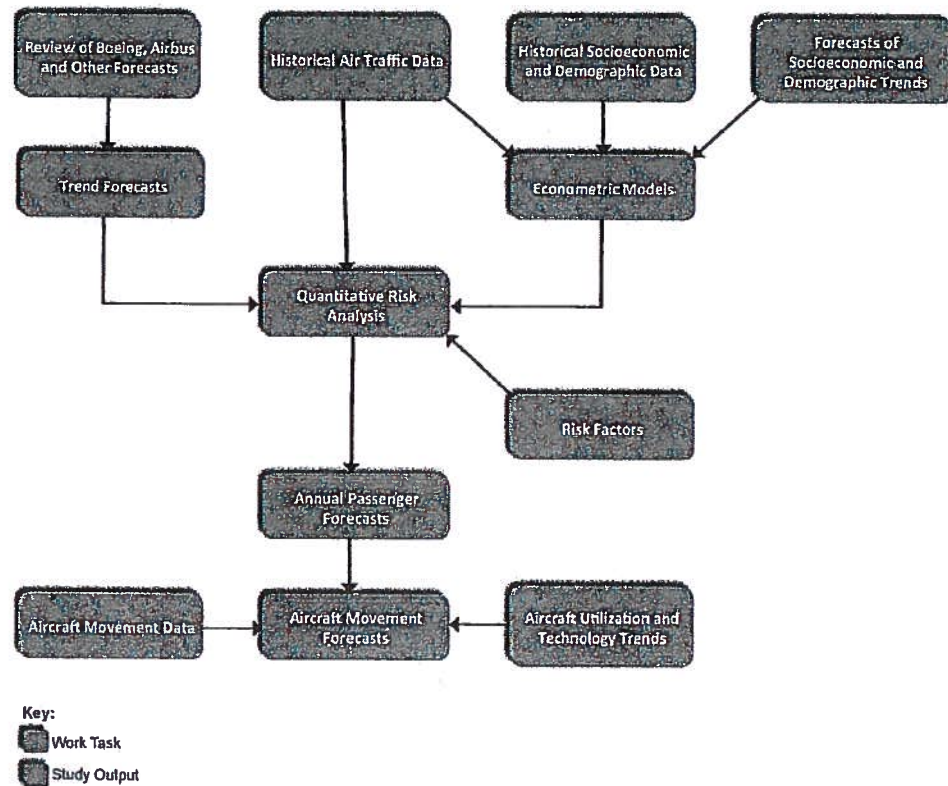
Dependable forecasting practice requires awareness of the uncertainties surrounding the forecasts. Considerable effort by the project team will go into analyzing the factors affecting passenger traffic activity

at the Hollywood Burbank Airport. However, as with any forecast, there are uncertainties regarding these factors, such as the outlook for the local and world economies and the structure of the airline industry

The core methodology that InterVISTAS uses is a combination of traditional econometric modelling augmented by a scenario-based assessment of future demand. Our approach recognises that there are a number of different paths along which airport development might proceed as a result of developing new markets, changing government policy, tourism development, etc. The forecast methodology will also make use of and be reconciled with the TAF and established published forecasts by the IATA, Boeing, Airbus, SCAG etc., as appropriate.

Figure 1-1 provides an overview of the forecasting model components and sequence, highlighting key components, which are discussed in more detail below. In essence, air passenger forecasts will be generated using two alternative approaches (trend and econometric) and then compared and reconciled into a single set of forecasts. The benefit of this approach is that it allows the forecast team to utilize data-driven econometric analysis while integrating internal and external expert judgment. Risk analysis will also be undertaken to analyse the uncertainty and variability around the factors affecting air traffic growth and to incorporate specific factors that may impact on traffic development at BUR, such as terrorism, major changes in air carrier strategy, variation in economic growth or the regulatory environment, etc.

**Figure 1-1
Forecasting Model**



1.1.1 Data Collection and Review

The development of the air traffic forecast will start with a comprehensive market and industry review. This will incorporate a wide range of factors such as:

- Historical traffic and capacity.
- Economic and demographic data for the region served by Hollywood Burbank Airport
- Economic outlook for the airport region as well as global economic trends.
- Developments in aviation technology.
- Developments in carrier strategy and fleet development.
- Trends in airline management, alliances, policy, consolidation, etc.
- Developments in the airport business.
- Developments in border processes and other facilitation issues.
- Trends in tourism, business travel, air cargo, logistics, etc.

- Developments in government policy affecting aviation.

Understanding the factors affecting the airport business will be achieved through research, analysis and, where needed, interviews. Likewise, information on local and global trends in the aviation and tourism business will be collected and reviewed. In this context InterVISTAS will consider the impacts on aviation demand of the entertainment industry in Southern California, including attractions such as Universal Studio's Harry Potter exhibits. Historical air traffic data for BUR will be developed and used to examine the market segments served by the airport.

TASK 2: Passenger Enplanement Forecast

2.1 Trend Forecasts

The forecast methodology will make use of existing regional forecasts including:

- FAA Terminal Area Forecast (TAF)
- Boeing Current Market Outlook;
- Airbus, Global Market Forecasts;
- IATA, Aerospace Forecasts.
- ACI Airport Traffic Data;
- UN World Tourism Organization.

Relevant forecast growth rates and other variables will be applied to traffic data for the airport to produce a set of forecasts that can be compared and reconciled with the econometric and scenario-based forecasts.

2.2 Econometric Modeling

The Team will begin by applying its statistical/econometric methodology which relates historical traffic to the key economic and social variables, such as regional Gross Domestic Product and/or Personal Income, changes in total population, reactions to historical stresses (such as terrorism/war, pandemics), etc. This will be done for both domestic and international markets, and disaggregated for key markets where possible. The appropriateness of these various models will be assessed based on the availability of data, level of sophistication required and forecast results produced. There is obviously a trade-off between accuracy and practicality, and our approach would aim at balancing the two based on the amount and quality of the data available.

Forecasts of future traffic will then be based on forecasts of the identified key drivers of traffic at Hollywood Burbank Airport. Typically, InterVISTAS will employ forecasts of these drivers from well-accepted sources (e.g., a consensus forecast of national GDP). In some cases, InterVISTAS will modify these values before finalising its forecasts, if it is of the view that there are strong reasons for doing so (with such reasons

documented). The results of the two approaches will be reconciled and combined into a single base case or medium forecast of annual passenger traffic.

TASK 3: Air Cargo Forecast

Air cargo activity is often highly correlated with the economic activity ("GDP" or "GRP") of relevant markets. Further, the "demand pull" concept generally dictates that air trade volume is driven by economic activity of the destination region or country.

While econometric modeling can be a very good predictor of air cargo demand on a global or regional level, it is understood that adequate supply of belly space and freighter capacity must be present at airports in order to assume that macro-economic relationships will extend to the individual airport level. In fact, for an airport level forecast, InterVISTAS believes that supply of air cargo capacity is just as important as the "demand-pull" created by economic growth and activity. The market analysis and forecast for air cargo will include:

1. A review of historic BUR data and past reports, research relevant industry info from BUR management
2. Provide BUR regional air cargo market description.
3. Summarize BUR airport cargo volumes, trends, carrier profiles etc.
4. BUR air cargo forecast methodology, inputs/assumptions, output and conclusions for a 20 year forecast with the following output:
 - Belly cargo annual tonnage
 - Express freight annual tonnage
 - General freight annual tonnage
 - All-cargo aircraft movements
 - Scenarios (low, base, high)

TASK 4: Aircraft Movement Forecasts

4.1 Commercial Aircraft Movements

Annual commercial aircraft movement forecasts will be based on passenger and cargo traffic demand. For example, annual passenger aircraft movements will be generated by the relationship:

$$\text{Aircraft Movements} = \frac{\text{Passenger Forecasts}}{\text{Average Aircraft Size} \times \text{Average Load Factor}}$$

Where:

Average Aircraft Size x Average Load factor = Average Passengers per Aircraft Movement

4.2 General Aviation Aircraft Movements

By their very nature, general aviation and charter activity are especially difficult to forecast. As such InterVISTAS will collect and review previous forecasts of General Aviation activity. In the development of General Aviation activity forecasts it is essential to conduct a thorough review of government, private sector and aviation association data related to this segment of the aviation industry. In addition to reviewing publically available data sources consideration should be given to national, regional and local factors effecting General Aviation. In this context, InterVISTAS will as it deems appropriate, seek to interview the FBO operator(s) and other stakeholders. As necessary, multiple forecast methodologies will be utilized, regression analysis, trend analysis and market share analysis to develop the aircraft movement forecasts.

4.3 Military Aircraft Movements

InterVISTAS will seek to obtain historic information on military movements from airport records, interviews with airport management and the FBO operator at BUR. In this process InterVISTAS will seek information on the types of aircraft operating at BUR and insights on potential future military operations in Southern California that could impact movements at BUR. In course of this work InterVISTAS will review publically available Department of Defense (DOD) sources data on military movements. As appropriate, InterVISTAS may reach out to representatives at DOD.

Finally, any information that can be garnered regarding significant upside or downside to military operations at BUR will be factored into the forecast.

Task 5: Based Aircraft

The Based aircraft/fleet mix forecast will assess the level of activity by general aviation aircraft housed or home located at BUR. Based aircraft include those Helicopters and Fixed-wing aircraft used by a diverse group including corporate and business aviation, flights schools, owner operators, and in some cases military.

The fleet mix of general aviation based aircraft encompasses a wide variety of aircraft and engine technologies and specifications including: Single Engine Piston, Multi Engine Piston, Turbo prop, Jet and Rotor.

TASK 6: Forecast Cases and Terminal Area Forecast (“TAF”) Comparison

InterVISTAS will provide a range of forecast outputs (Low, Base and High) so BUR can understand not only the likely scenario at BUR, but also the upside and downside possibilities. A comparison to the TAF (2016) and the most recent SCAG Forecasts will be provided in conjunction with the forecast scenarios.

The following forecasts elements will be included in the output:

- Annual Commercial Airline Enplanements
- Aircraft Operations
- Airline Operations
- Air Cargo Operations
- General Aviation Operations
- Based Aircraft
- Annual Military Operations
- Annual Cargo Tonnage by Passenger Airlines (belly freight)
- Annual Cargo Tonnage by All-Cargo Airlines

TASK 7: Deliverables

Deliverables will include a Technical Report and Summary report of the Forecasts developed for BUR. Appropriate narrative, tabular and graphic materials will be included in the Report deliverables.

Budget:

InterVISTAS proposes a budget of \$40,000.00 for Task One – Annual Forecasts of Aviation Activity
Work on this Task will be billed at the following hourly rates:

Role	Hourly Rate
Project Manager/Senior Vice President/Executive Consultant	\$245.00
Research Director/Vice President	\$185.00
Senior Analyst	\$165.00
Junior Analyst	\$145.00
Graphic Artist	\$100.00

Reimbursable expenses will be charged to BUR at cost, subject to prior approval by the Airport.

Schedule:

InterVISTAS anticipates that it will take six weeks to complete the work associated with Task One.

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EXHIBIT B
Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C
Non-AIP Project Federal Requirements

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 one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. 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, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 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 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
MAY 1, 2017**

AIRLINE SCHEDULE ANALYSIS

Staff has received notice of changes in service, fleet mix, and scheduled operating times from three airlines serving Hollywood Burbank Airport. This report change is reflected in detail below and on the attached Schedule Change Analysis.

AMERICAN AIRLINES

Effective May 5, 2017, American Airlines will be making a weekly schedule adjustment by eliminating one daily round-trip flight to Phoenix operating during the daytime hours. The overall schedule change will decrease the noise impact area by 0.02.

ALASKA AIRLINES

Effective May 7, 2017, Alaska Airlines will be eliminating one Tuesday and one Saturday round-trip flight to San Jose operating during the daytime hours. The overall schedule change will decrease the noise impact area by 0.01 acres.

SOUTHWEST AIRLINES

Southwest Airlines made an adjustment to its schedule, effective April 26, 2017. The number of scheduled flight changes in arrivals and departures represents a net increase of five round-trip flights per week as detailed below. The overall schedule change will increase the noise impact area by 0.04 acres.

City	Monday - Friday		Saturday		Sunday	
	Arrival	Departure	Arrival	Departure	Arrival	Departure
Dallas	0	0	0	0	0	0
Denver	0	0	0	0	0	0
Las Vegas	1	1	0	0	0	0
Oakland	0	0	0	0	0	0
Portland	0	0	0	0	0	0
Phoenix	0	0	-1	-1	-1	-1
San Francisco	0	0	0	0	0	0
San Jose	1	1	1	1	1	1
Salt Lake City	0	0	0	0	0	0
Sacramento	-1	-1	0	0	0	0
Daily Total	1	1	0	0	0	0

OVERALL IMPACT

After incorporating all schedule adjustments, this schedule results in a decrease of 218 weekly seats or a 0.17% decrease from the prior schedule, leaving the revised schedule with a combined total of 127,290 available weekly seats.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY* SCHEDULE ANALYSIS

Airline: **Southwest Airlines**

Report Date: 05/01/17

Effective Date: 04/26/17

1) Aircraft Operations Summary (includes both arrivals and departures):

<u>Aircraft Type</u>	<u>Seats</u>	<u>Weekly Operations</u>			<u>Weekly Seats</u>		
		<u>Current Operations</u>	<u>Proposed Operations</u>	<u>Difference</u>	<u>Current Available Seats</u>	<u>Proposed Available Seats</u>	<u>Difference</u>
B737-300	137	0	0	0	0	0	0
B737-500	122	0	0	0	0	0	0
B737-700	143	686	696	10	98,098	99,528	1,430
B737-800	175	0	0	0	0	0	0
Total		686	696	10	98,098	99,528	1,430

2) Discussion of the change in operations and voluntary curfew

Southwest Airlines made an adjustment to its schedule, effective April 26, 2017. The number of scheduled flight changes in arrivals and departures represents a net increase of five round-trip flights per week as detailed in the Staff Report. The overall schedule change will decrease the noise impact area by 0.04 acres due to day/evening time adjustments.

3) Change in 65 dB CNEL Impact Area - Projected to 6/30/17:

	<u>Current</u>	<u>Proposed</u>	<u>Change</u>
Acres	7.27	7.23	-0.04
Is there an impact on the voluntary curfew with this schedule change?	Yes	No	<u> X </u>

*Report change in noise impact area is based on published airline schedules. Actual noise impact area for the reported period may vary as a result of unanticipated changes in the number of aircraft operations or in the times of aircraft departures and/or arrivals.

Hollywood Burbank Airport

REVENUE PASSENGERS	March			January - March		
	2017	2016	% Change	2017	2016	% Change
Signatory Airlines						
Alaska Airlines	38,373	37,310	2.85%	99,153	98,335	0.83%
American Airlines	14,868	13,649	8.93%	41,051	38,827	5.73%
Delta Air Lines	9,985	7,293	36.91%	27,896	19,526	42.87%
JetBlue Airways	8,051	8,216	-2.01%	22,037	22,632	-2.63%
SeaPort Airlines	0	0	N/A	0	277	-100.00%
Southwest Airlines	283,654	250,884	13.06%	754,666	697,206	8.24%
United Airlines	27,314	20,982	30.18%	67,208	56,991	17.93%
Total Revenue Passengers	382,245	338,334	12.98%	1,012,011	933,794	8.38%
Inbound (deplaned)	191,620	168,331	13.84%	506,344	465,318	8.82%
Outbound (enplaned)	190,625	170,003	12.13%	505,667	468,476	7.94%

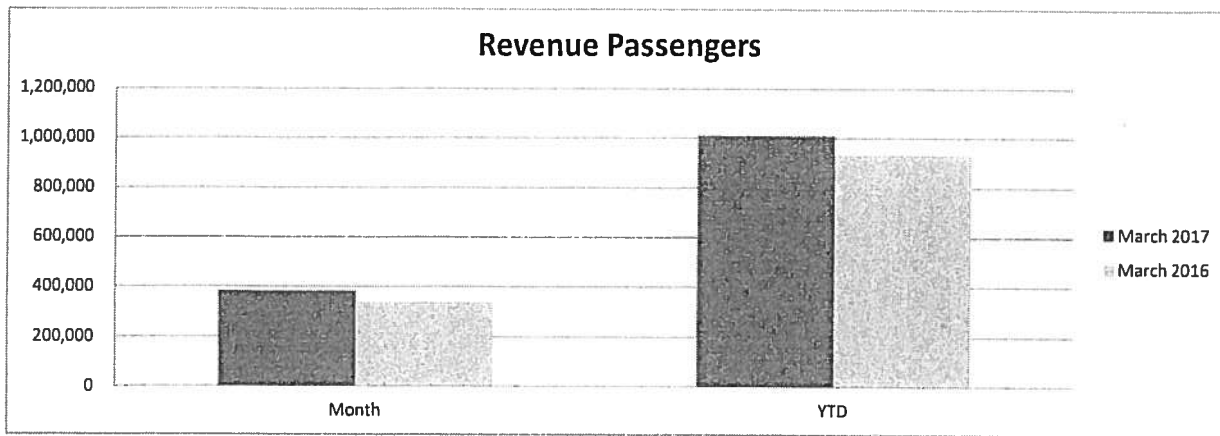
AIRCRAFT OPERATIONS *	March			January - March		
	2017	2016	% Change	2017	2016	% Change
Air Carrier	4,500	4,267	5.46%	12,279	12,188	0.75%
Air Taxi	1,465	906	61.70%	4,111	2,860	43.74%
General Aviation	3,215	3,264	-1.50%	8,772	10,016	-12.42%
Military Itinerant	90	88	2.27%	217	276	-21.38%
Civil Local	2,161	2,392	-9.66%	6,426	8,962	-28.30%
Military Local	0	1	-100.00%	0	1	-100.00%
Total Aircraft Operations	11,431	10,918	4.70%	31,805	34,303	-7.28%

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

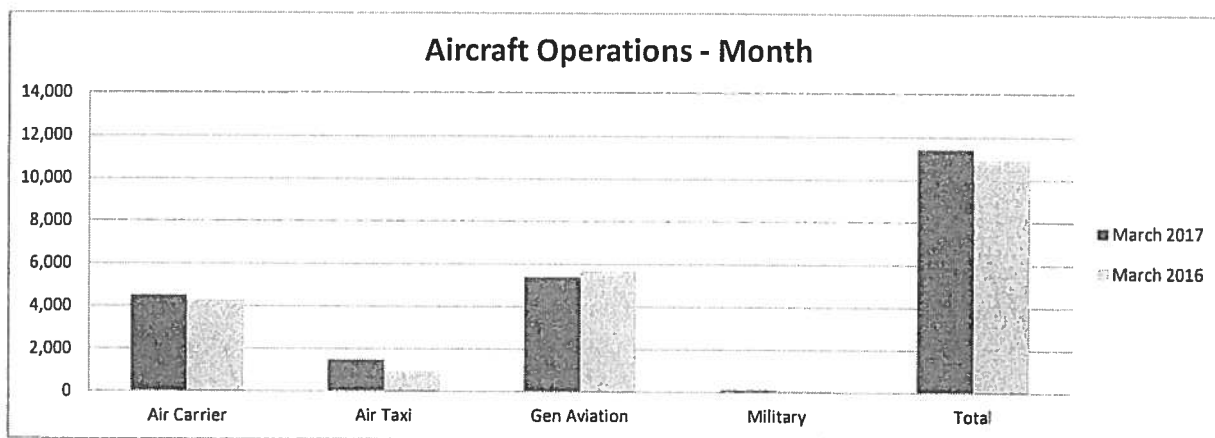
Hollywood Burbank Airport

AIR CARGO (lbs.)	March			January - March		
	2017	2016	% Change	2017	2016	% Change
Signatory Airlines						
Alaska Airlines	337	397	-15.11%	1,218	1,191	2.27%
American Airlines						
Delta Air Lines						
JetBlue Airways						
SeaPort Airlines						
Southwest Airlines	132,559	157,557	-15.87%	378,903	482,516	-21.47%
United Airlines	249	0	N/A	449	0	N/A
Other Scheduled Carriers						
Federal Express	5,416,688	4,938,309	9.69%	14,913,743	12,419,118	20.09%
United Parcel Service	4,591,225	4,174,520	9.98%	11,688,690	11,414,927	2.40%
Charter/Contract Carriers						
AirNet Express	2,304	2,437	-5.46%	7,793	7,683	1.43%
Ameriflight	240,468	219,079	9.76%	616,226	613,362	0.47%
Total Air Cargo	10,383,830	9,492,299	9.39%	27,607,022	24,938,797	10.70%
Inbound (deplaned)	5,300,940	5,021,600	5.56%	13,967,782	12,508,923	11.66%
Outbound (enplaned)	5,082,890	4,470,699	13.69%	13,639,240	12,429,874	9.73%

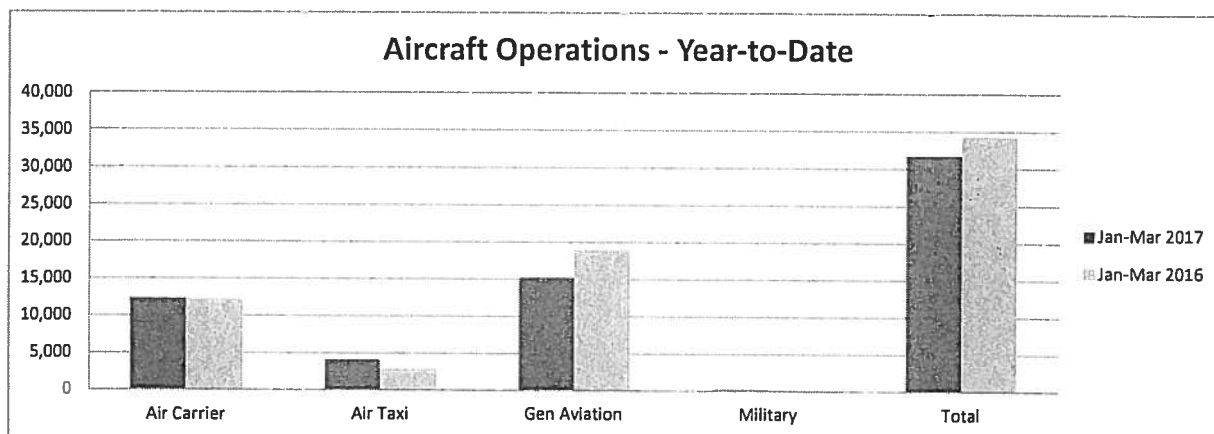
MAIL (lbs.)	March			January - March		
	2017	2016	% Change	2017	2016	% Change
United Parcel Service	43,568	12,100	260.07%	43,568	92,408	-52.85%
Total Mail	43,568	12,100	260.07%	43,568	92,408	-52.85%
Inbound (deplaned)	36,425	0	N/A	36,425	44,815	-18.72%
Outbound (enplaned)	7,143	12,100	-40.97%	7,143	47,593	-84.99%



Revenue Passengers	Month	YTD
March 2017	382,245	1,012,011
March 2016	338,334	933,794
% Change	12.98%	8.38%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
March 2017	4,500	1,465	5,376	90	11,431
March 2016	4,267	906	5,656	89	10,918
% Change	5.46%	61.70%	-4.95%	1.12%	4.70%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Mar 2017	12,279	4,111	15,198	217	31,805
Jan-Mar 2016	12,188	2,860	18,978	277	34,303
% Change	0.75%	43.74%	-19.92%	-21.66%	-7.28%