



March 12, 2020

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, March 16, 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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of Monday, March 16, 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

Monday, March 16, 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 **[See page 1]**
      - (i) February 3, 2020
    - 2) Finance and Administration Committee **[See page 3]**
      - (i) February 3, 2020
    - 3) Legal, Government and Environmental Affairs Committee **[See page 5]**
      - (i) February 3, 2020
  - b. Commission Minutes  
(For Approval)
    - 1) February 18, 2020 **[See page 9]**
  - c. Treasurer's Reports
    - 1) December 2019 **[See page 17]**
  - d. Federal Aviation Administration  
On-Airport Lease (Burbank Air Traffic Control Tower)  
Lease No. 690EG4-19-L-00109 **[See page 42]**
  - e. Memorandum of Understanding  
Burbank Airport Police Officer Association **[See page 54]**
6. ITEMS FOR COMMISSION APPROVAL
  - a. Award of Professional Services Agreement for  
Parking Lots Reconfiguration Design Project **[See page 55]**

- b. Award of Contract for ILS and Ramp Signage Project  
Project Number E19-01 ***[See page 58]***
- c. Department of Homeland Security  
Transportation Security Administration  
Other Transaction Agreement ***[See page 61]***
- d. Approval of Amendment No. 1  
Professional Services Agreement  
Cerrell Associates, Inc. ***[See page 76]***
- e. Approval to Execute Professional Services Agreement  
Extension Option No. 1 with Macias Gini & O'Connell, LLP  
for External Auditing Services ***[See page 82]***
- 7. ITEMS FOR COMMISSION DISCUSSION
  - a. Community Noise Concerns ***[See page 84]***
- 8. ITEMS FOR COMMISSION INFORMATION
  - a. BUR Parking and Pre-Booking Update  
SP+/MAG ***[No staff report]***
  - b. Airport Authority Police Officer of the Year ***[No staff report]***
  - c. Airport Authority Fire Department  
Firefighter of the Year ***[No staff report]***
  - d. January 2020 Parking Revenue Statistics ***[No staff report]***
  - e. January 2020 Transportation Network Companies ***[No staff report]***
  - f. January 2020 Passenger/Cargo and  
Regional Airport Passenger Statistics ***[See page 85]***
  - g. Airline Schedule Change and Analysis ***[See page 88]***
  - h. Replacement Passenger Terminal Program  
Status Update – AECOM ***[No staff report]***
  - i. Update: COVID-19 Impact ***[No staff report]***
- 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. THREAT TO PUBLIC SERVICES OR FACILITIES  
(California Government Code Section 54957(a))  
Consultation with Director of Public Safety
- 10. COMMISSIONER COMMENTS  
(Other updates and information items, if any)
- 11. ADJOURNMENT

## COMMISSION NEWSLETTER

Monday, March 16, 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 meeting of February 3, 2020; approved minutes of the Finance and Development Committee meeting of February 3, 2020; and approved minutes of the Legal, Government and Environmental Affairs Committee meeting of February 3, 2020, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. Draft minutes of the February 18, 2020, special Commission meeting are attached for the Commission's review and approval.
- c. TREASURER'S REPORTS. The Treasurer's Report for December 2019 is included in the agenda packet. At its February 18, 2020, special meeting, the Finance and Administration Committee voted (2-0, 1 absent) to recommend that the Commission note and file this report.
- d. APPROVAL OF FEDERAL AVIATION ADMINISTRATION ON-AIRPORT LEASE (BURBANK AIR TRAFFIC CONTROL TOWER) LEASE NO. 690EG4-19-L-00109. A staff report is included in the agenda packet. At its February 18, 2020, special meeting, the Finance and Administration Committee voted (2-0, 1 absent) to recommend that the Commission approve a proposed On-Airport Land Lease between the United States Government via the Federal Aviation Administration and the Burbank-Glendale-Pasadena Airport Authority for a period of twenty (20) years for the Burbank Air Traffic Control Tower facility at the Airport.
- e. MEMORANDUM OF UNDERSTANDING – BURBANK AIRPORT POLICE OFFICER ASSOCIATION. A staff report is included in the agenda packet. This item seeks Commission authorization to execute a replacement Memorandum of Understanding ("MOU") with the Burbank Airport Police Officers Association and approve the changes in compensation and benefits contained therein. The MOU will be effective retroactively to February 1, 2020, and will expire on January 31, 2023.

### 6. ITEMS FOR COMMISSION APPROVAL

- a. AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR PARKING LOTS RECONFIGURATION DESIGN PROJECT. A staff report is included in the agenda packet. At its February 18, 2020, special meeting, the Operations and Development Committee voted unanimously (3-0) to recommend that the Commission: (i) award a Professional Services Agreement for design and construction administration services in the amount of \$93,900 to Valued Engineering, Inc.; (ii) approve a project budget for in-house design management services for a not-to-exceed amount of \$15,000;

and (iii) approve a project aggregate contingency of \$15,000 to address changes in scope of design and engineering services resulting from information developed as part of the initial design development.

- b. **AWARD OF CONTRACT FOR ILS AND RAMP SIGNAGE PROJECT – PROJECT NUMBER E19-01.** A staff report is included in the agenda packet. At its special meeting on February 18, 2020, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission: (i) award a contract for ILS and Ramp Signage in the amount of \$430,478 to Royal Electric Company; (ii) authorize a project budget for construction management, administration and quality assurance testing services for a not-to-exceed amount of \$40,000; and (iii) authorize a project aggregate contingency of \$40,000 for unforeseen circumstances that may arise during construction.
- c. **DEPARTMENT OF HOMELAND SECURITY TRANSPORTATION SECURITY ADMINISTRATION – OTHER TRANSACTION AGREEMENT.** A staff report is included in the agenda packet. At its special meeting on February 18, 2020, the Finance and Administration Committee voted (2–0, 1 absent) to recommend that the Commission approve a modified Other Transaction Agreement with the Department of Homeland Security, Transportation Security Administration, for reimbursement of electrical charges associated with areas used for baggage screening operations at the Airport.
- d. **APPROVAL OF AMENDMENT NO. 1 – PROFESSIONAL SERVICES AGREEMENT – CERRELL ASSOCIATES, INC.** A staff report is included in the agenda packet. Subject to the recommendation of the Operation and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of Amendment No. 1 (“Amendment”) to the Professional Services Agreement (“Agreement”) with Cerrell Associates Inc., for an additional amount of \$40,000 to provide continued media and community relations services in support of the Southern San Fernando Valley Airplane Noise Task Force. If the Amendment is approved, the total compensation under the Agreement will be increased from \$65,000 to \$105,000.
- e. **APPROVAL TO EXECUTE PROFESSIONAL SERVICES AGREEMENT EXTENSION OPTION NO. 1 WITH MACIAS GINI & O’CONNELL, LLP FOR EXTERNAL AUDITING SERVICES.** A staff report is included in the agenda packet. At its February 18, 2020, special meeting, the Finance and Administration Committee voted (2–0, 1 absent) to recommend that the Commission authorize to provide written notice to Macias Gini O’Connell, LLP (“MGO”) of the Authority’s intention to exercise Option Year No. 1 to extend the term of the Agreement with MGO for the period April 1, 2020 to March 31, 2021, for audits of the Authority’s financial statements for the fiscal year ending June 30, 2020.

## 7. ITEMS FOR COMMISSION DISCUSSION

- a. **COMMUNITY NOISE CONCERNS.** A staff report is included in the agenda packet. The seventh meeting of the Task Force will be held on Wednesday, April 1, 2020, at 6:30 p.m. at the Los Angeles Burbank Marriott Hotel.

## 8. ITEMS FOR COMMISSION INFORMATION

- a. BUR PARKING AND PRE-BOOKING UPDATE - SP+/MAG. No staff report attached. SP+ and MAG will update the Commission on their parking and pre-booking system.
- b. AIRPORT AUTHORITY POLICE OFFICER OF THE YEAR. No staff report attached. Officer Whitehead recently completed his first year with the Department. Prior to joining the Airport Police Department, Officer Whitehead was with the California Highway Patrol for over 28 years undertaking a wide variety of assignments rising to the rank of Lieutenant. Officer Whitehead is known to be knowledgeable, reliable, personable, with outstanding customer service skills by his peers, supervisors, and airport employees. Officer Whitehead frequently reports early for his shift, accepts additional duty hours during staffing shortages and thrives on extra responsibilities.
- c. AIRPORT AUTHORITY FIRE DEPARTMENT FIREFIGHTER OF THE YEAR – No staff report attached. Firefighter Sanchez began his career in 2009 and currently serves on the Department's C shift team. Though many, some of the reasons Firefighter Sanchez was selected to receive this year's award is his continued selfless acts and contributions to the Department and the Airport. Firefighter Sanchez voluntarily undertakes numerous tasks without hesitation such as managing all EMS supply needs, including ensuring supplies and equipment are ready for use at any time, acting as an instructor for CPR, AED and first aid training as well as assisting in airport tours and public events.
- d. JANUARY 2020 PARKING REVENUE STATISTICS. No staff report attached. Staff will present parking revenue data for the month of January 2020.
- e. JANUARY 2020 TRANSPORTATION NETWORKING COMPANIES. No staff report attached. Staff will update the Commission on the TNC activity for the month of January 2020.
- f. JANUARY 2020 PASSENGER/CARGO AND REGIONAL AIRPORT PASSENGER STATISTICS. A staff report is included in the agenda packet. The January passenger count of 480,876 was up 19.46% compared to last year's passengers. Air carrier aircraft operations increased 4.70%, while cargo volume in January was slightly up at 8.8 million pounds.
- g. AIRLINE SCHEDULE CHANGE AND ANALYSIS. A staff report is included in the agenda packet. Airlines serving Hollywood Burbank Airport have notified Staff of changes in services, fleet mix, and scheduled operating times.
- h. REPLACEMENT PASSENGER TERMINAL STATUS UPDATE – AECOM. No staff report attached. AECOM will update the Commission on the program management services associated with the RPT project.
- i. UPDATE: COVID-19 IMPACT. No staff report attached. Staff will update the Commission with current information regarding the Coronavirus.



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

**MONDAY, FEBRUARY 3, 2020**

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

**ROLL CALL**

**Present:** Commissioners Tornek, Devine and Brown

**Absent:** None

**Also Present:** Staff: Frank Miller, Executive Director;  
John Hatanaka, Senior Deputy Executive Director;  
Anthony Defrenza, Director of Engineering and  
Maintenance

**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. January 21, 2020** Commissioner Brown moved approval of the minutes of the January 21, 2020 meeting seconded by Commissioner Devine. The minutes were unanimously approved (3-0).

**4. Contracts and Leases**  
**a. Award of Professional Services Agreement - Replacement Airfield Lighting Vault Design** Staff has identified a need to replace the existing airfield lighting vault ("Vault") since its initial construction in 1984, to accommodate the replacement of equipment and upgrades based on industry standards and changing technology. An assessment of the existing Vault conducted in 2019 indicated a replacement rather than a rehabilitation would provide better value to the Authority.

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. The new Vault will address

power fluctuation issues and may include an upgraded power feed from Burbank Water and Power.

Staff sought Committee recommendation to the Commission that it: (i) Award a Professional Services Agreement for engineering design and construction administration services in the amount of \$571,498 to Lean Technology Corporation dba Lean and authorization for the President to execute the same, (ii) Authorize a project budget for in-house design management services not to exceed \$50,000, and (iii) Authorize 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.

**Motion**

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

**Motion Approved**

The motion was approved unanimously (3-0).

**b. Exercise of Second Extension Option Fleet Maintenance Services Agreement Keolis Transit Services, LLC**

Staff sought Committee recommendation to the Commission to exercise the second of two one-year extension options which extends the service agreement through March 31, 2021, for the Fleet Maintenance Service Agreement between the Authority and Keolis Transit Services LLC ("Keolis"). The terms and provisions of the Service Agreement shall apply during the extension period and Staff has reported that Keolis is in good standing with its obligations.

**Motion**

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

**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 8:50 a.m.

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

**MONDAY, FEBRUARY 3, 2020**

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 10:51 a.m., by Commissioner Selvidge.

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 Selvidge and Adams
<b>Absent:</b>	Commissioner Gharpetian
<b>Also Present:</b>	Staff: John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; David Kwon, Director, Financial Services; Scott Kimball, Director, Contracts, Properties, Procurement and SMS  James Godsey, Partner, Macias Gini & O'Connell LLP

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| <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. January 21, 2020</b>   | Draft minutes for the January 21, 2020, 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 approved (2-0, 1 absent).   |
| <b>4. Items for Discussion</b>   |  |
| <b>a. Presentation of FY 2019 Audited Financial Statements and Analysis of Financial Results</b> | Staff presented to the Committee an overview of each audit report and financial results for the fiscal year ended June 30, 2019. |

James Godsey, Partner at Macias Gini & O'Connell LLP ("MGO"), the Authority's independent auditor, provided the Committee with a summary of MGO's unmodified opinion and audit of the Authority's financial statements for FY 2019.

Staff requested that the Committee refer the audited FY 2019 Financial Statements and Analysis of Financial Results to the Commission for note and file.

**Motion**

Commissioner Selvidge moved to recommend to the Commission that it note and file the audited FY 2019 Financial Statements, seconded by Commissioner Adams.

**Motion Approved**

There being no objection, the minutes were approved (2-0, 1 absent).

**b. Consent to Assignment  
Aviation Hangar Lease**

Staff presented to the Committee for recommendation the Commission approval of a Consent to Assignment an Aviation Hangar Lease ("Lease") for GTC Management Services, Inc. ("GTC") and AT&T Services, Inc. ("AT&T").

GTC has 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.

**Motion**

Commissioner Adams moved approval, seconded by Commissioner Selvidge.

**Motion Approved**

There being no objection, the minutes were approved (2-0, 1 absent).

**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. Other Contracts and Leases**

There were no other contracts and leases to be discussed.

**7. Adjournment**

There being no further business to discuss, the meeting was adjourned at 11:30 a.m.

*Approved February 18, 2020*

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

**MONDAY, FEBRUARY 3, 2020**

A regular 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 10:52 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 and Agajanian

**Absent:**

Commissioner Madison

**Also Present:**

Staff: Frank Miller, Executive Director; Sarah Paulson Sheehy, Senior Director of Government and Public Affairs; Mark Hardymont, Director of Transportation and Environmental Programs; Patrick Lammerding, Deputy Executive Director, Planning and Development

Burbank Transportation Management Organization: Bronwen Keiner, Director

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. January 21, 2020**

Commissioner Wiggins moved approval of the minutes of the January 21, 2020 meeting seconded by Commissioner Agajanian. The minutes were approved (2-0, one absent).

**4. Contracts and Leases**

**a. Agreements with Burbank Transportation Management Organization and Steer Davies & Gleave, Inc.**

Staff sought Committee recommendation to the Commission to authorize a membership agreement with the Burbank Transportation Management Organization ("BTMO") and a new professional services agreement with Steer Davies & Gleave, Inc., which is the contract management service provider for the BTMO. The term of the agreement

is for a two (2) year and four (4) month period for a total cost of \$105,807.

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.

**Motion**

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

**Motion Approved**

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

**b. Professional Services Agreement with Trifiletti Consulting Inc.**

Staff sought Committee recommendation to the Commission for authorization of a professional services agreement for remainder fiscal year 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 as 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 AQIP.

**Motion**

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

**Motion Approved**

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

**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**

Staff sought a Committee recommendation to the Commission to approve the proposed Amendment No. 3 to the Noise and Flight Track Monitoring System Extended Maintenance and Support Agreement ("Agreement") with EMS Bruel & Kjaer Inc. 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 that 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.

**Motion**

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

**Motion Approved**

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

**d. ADK Consulting, Inc. - Proposal for Organizational Governance Structure Study**

Authority General Counsel sought direction from the Committee on a proposal from ADK Consulting, Inc. for an organizational governance structure study.

The Authority has utilized an independent contractor for management services and personnel since its acquisition of the Airport in 1978. 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.

For this engagement, ADK is proposing to prepare a "SWOT" analysis. ADK's proposal includes a fee schedule with an estimate of \$35,380 for the consultant fee and \$7,500 for travel expense reimbursement.

**Motion**

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

**Motion Approved**

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

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**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 was adjourned at 11:19 a.m.



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

**TUESDAY, FEBRUARY 18, 2020**

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

**1. ROLL CALL**

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

**Absent:** Commissioner Gharpetian

**Also Present:** Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Anthony DeFrenza, Director, Engineering; Patrick Lammerding, Deputy Executive Director, Planning and Development; Mark Hardymont, Director, Noise and Environmental Affairs

Kris Vogt, Program Manager, AECOM  
James Godsey, Partner, Macias Gini & O'Connell LLP  
Terence Boga, Counsel, Richards Watson & Gershon

**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** There were no public comments.

**5. CONSENT CALENDAR**

**a. Committee Minutes  
(For Note and File)**

**1) Operations and  
Development  
Committee**

**(i) January 21, 2020** Approved minutes of the Operations and Development Committee special meeting for January 21, 2020, were included in the agenda packet for information purposes.

**2) Finance and Administration Committee**

**(i) January 21, 2020**

Approved minutes of the Finance and Administration Committee meeting for January 21, 2020, were included in the agenda packet for information purposes.

**3) Legal, Government and Environmental Affairs Committee**

**(i) January 21, 2020**

Approved minutes of the Legal, Government and Environmental Affairs Committee meeting for January 21, 2020, were included in the agenda packet for information purposes.

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

**1) February 3, 2020**

Minutes of the February 3, 2020, Commission meeting were included in the agenda packet for review and approval.

**c. Consent to Assignment Aviation Hangar Lease**

At its February 3, 2020, meeting, the Finance and Administration Committee voted (2–0, 1 absent) to recommend that the Commission approve a Consent to Assignment for an Aviation Hangar Lease (“Lease”) for GTC Management Services, Inc. (“GTC”) and AT&T Services, Inc. (“AT&T”).

GTC has 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.

**MOTION**

Commissioner Devine moved approval of the Consent Calendar; seconded by Commissioner Selvidge.

**MOTION APPROVED**

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

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

**NOES:** NONE

**ABSENT:** Commissioner Gharpetian

**6. ITEMS FOR COMMISSION APPROVAL**

**a. Agreements with Burbank Transportation Management Organization and Steer Davies & Gleave, Inc.**

At its February 3, 2020, meeting, the Legal, Government and Environmental Affairs 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., which is the contract management service provider for the BTMO.

The BTMO membership agreement and the PSA with Steer Davies will have a 28-month term. Staff recommended entering into these agreements over a period of 2 years and 4 months with a total cost of \$105,807.

The 2017 Development Agreement specifies that Airport participation in the BTMO and the implementation of a rideshare program are conditions of approval that was executed by the Authority and the City of Burbank.

**MOTION**

Commissioner Wiggins moved; seconded by Commissioner Brown.

**MOTION APPROVED**

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

**NOES:** NONE

**ABSENT:** Commissioner Gharpetian

**b. Professional Services Agreement with Trifiletti Consulting Inc.**

At its February 3, 2020, meeting, the Legal, Government and Environmental Affairs Committee voted (2–0, 1 absent) to recommend that the Commission authorize a Professional Services Agreement with Trifiletti Consulting Inc. 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 as 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 AQIP.

**MOTION**

Commissioner Devine moved; seconded by Commissioner Wiggins.

**MOTION APPROVED**

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

**NOES:** NONE

**ABSENT:** Commissioner Gharpetian

**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**

At its February 3, 2020, meeting, the Legal, Government and Environmental Affairs Committee voted (2–0, 1 absent) to recommend that the Commission approve an 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 (“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, subject to an annual CPI increase thereafter.

**MOTION**

Commissioner Devine moved; seconded by Commissioner Wiggins.

**MOTION APPROVED**

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

**NOES:** NONE

**ABSENT:** Commissioner Gharpetian

**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 (2–0, 1 absent) to recommend that the Commission approve the award of a Professional Services Agreement (“PSA”) to ADK Consulting, Inc., for an organizational governance structure study. The proposed PSA has a not-to-exceed amount of \$43,000.

**MOTION**

Commissioner Wiggins moved; seconded by Commissioner Selvidge.

**MOTION APPROVED**

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

**NOES:** NONE

**ABSENT:** Commissioner Gharpetian

**e. Award of Professional Services Agreement – Replacement Airfield Lighting Vault Design**

At its February 3, 2020, meeting, the Operations and Development Committee voted unanimously (3–0) to recommend the Commission: (i) Award a Professional Services Agreement for engineering design and construction administration services in the amount of \$571,498 to Lean Technology Corporation dba Lean and authorize the President to execute the same, (ii) authorize a project budget for in-house design management services not to exceed \$50,000, and (iii) authorize 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.

The existing airfield lighting vault (“Vault”) was constructed in 1984 and has reached the end of its use life. Staff has determined a need for replacement of equipment and upgrades based on industry standards and changing technology. An assessment of the existing Vault conducted in 2019 indicated a replacement rather than a rehabilitation would provide better value to the Authority.

**MOTION**

Commissioner Tornek moved; seconded by Commissioner Wiggins.

**MOTION APPROVED**

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

**NOES:** NONE

**ABSENT:** Commissioner Gharpetian

**f. Exercise of Second Option: Fleet Maintenance Services Agreement – Keolis Transit Services, LLC.**

At its February 3, 2020, meeting, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission exercise the second of two one-year extension options for Fleet Maintenance Services Agreement between the Authority and Keolis Transit Services, LLC, which extends the service agreement through March 31, 2021.

**MOTION**

Commissioner Tornek moved; seconded by Commissioner Wiggins.

**MOTION APPROVED**

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

NOES: NONE

ABSENT: Commissioner Gharpetian

**g. Authorization of Task Order to AECOM for Program Management Information System**

At a January 23, 2020, meeting, the Ad Hoc Committee for the Replacement Passenger Terminal voted unanimously (3–0) to recommend that the Commission authorize Task Order 5 in the amount of \$428,000 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 Replacement Passenger Terminal project, approved at the November 4, 2019 Commission meeting. The total of Task Order 5 and the already approved Task Orders represents a not-to-exceed amount of \$5,810,111.

A Program Management Information System (“PMIS”) provides the software tools and techniques to organize, document, and report critical information associated with the program.

**MOTION**

Commissioner Tornek moved; seconded by Commissioner Wiggins.

**MOTION APPROVED**

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

NOES: NONE

ABSENT: Commissioner Gharpetian

**h. Presentation of FY 2019 Financial Statements and Analysis of Financial Results**

Staff introduced James Godsey, Partner, Macias Gini & O’Connell LLP, the Authority’s external auditor, who provided a brief overview of the audits of the Airport Authority’s financial statements. Mr. Godsey stated that all audit opinions are unmodified and conducted in accordance with Generally Accepted Auditing Standards and Government Auditing Standards.

At its February 3, 2020, meeting, the Finance and Administration Committee voted unanimously (3–0) to recommend to the Commission that it note and file the FY 2019 financial statements and accompanying audit reports.

**MOTION**

Commissioner Devine moved; seconded by Commissioner Selvidge.

**MOTION APPROVED**

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

**NOES:** NONE

**ABSENT:** Commissioner Gharpetian

**7. ITEMS FOR COMMISSION DISCUSSION**

**a. Community Noise Concerns**

Staff updated the Commission on the status of activities of the Joint Task Force established by Hollywood Burbank Airport and Los Angeles World Airports to work with the Federal Aviation Administration in addressing community noise concerns. Thus far, there have been a total of 5 meetings undertaken.

The next meeting has been scheduled for February 19, at 6:30 p.m. at the same location.

**8. ITEMS FOR COMMISSION INFORMATION**

**a. Status of REAL ID Documentation**

Staff presented to the Commission an update on REAL ID Documentation which requires all air travelers to obtain enhanced driver's licenses for domestic flights and will come into full implementation on October 1, 2020. 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 Commission agreed that information regarding the REAL ID Documentation needs to be distributed throughout the terminals to inform the flying public well in advance of the deadline.

**9. CLOSED SESSION**

The meeting recessed to close session at 10:17 a.m.

- a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): 1 potential case. Facts and Circumstances: FAA Southern California Metroplex Project
- b. 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
- c. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (California Government Code Section 54957(b))  
 Title: Executive Director

**Meeting Reconvened to Open Session**

The meeting reconvened to open session at 10:58 a.m., with all Commissioners present.

**Closed Session Report**

No reportable action taken on the presented item.

**10. COMMISSIONER COMMENTS**

There were no comments.

**11. ADJOURNMENT**

There being no further business, the meeting was adjourned at 10:58 a.m.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





March 16, 2020

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

Dear Commissioners:

The attached report, covering the month of December 2019, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six month period following the date of the attached report.

Sincerely,

[To be signed]

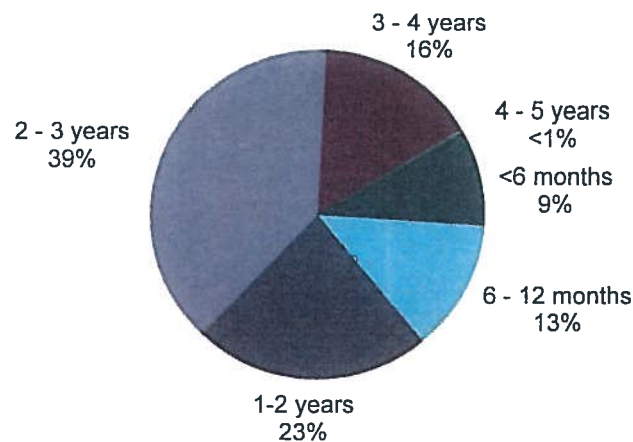
Paula Devine  
Treasurer

Attachments

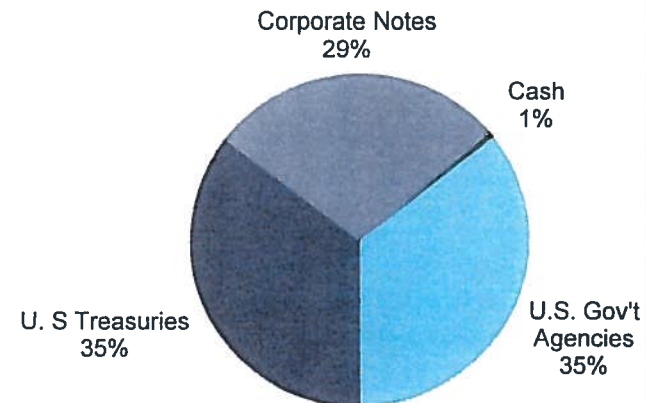
# Operating Portfolio Investment Guidelines Conformance as of December 31, 2019

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	3.05 Years	70%	35%
Corporate Notes	5 Years	4.54 Years	30%	29%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	1%
U.S. Gov Securities (Treasuries)	5 Years	3.75 Years	No Limit	35%

**Maturity Distribution**



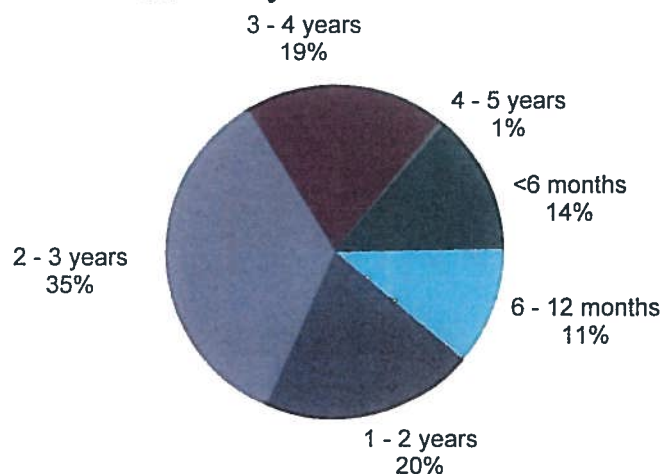
**Sector Allocation**



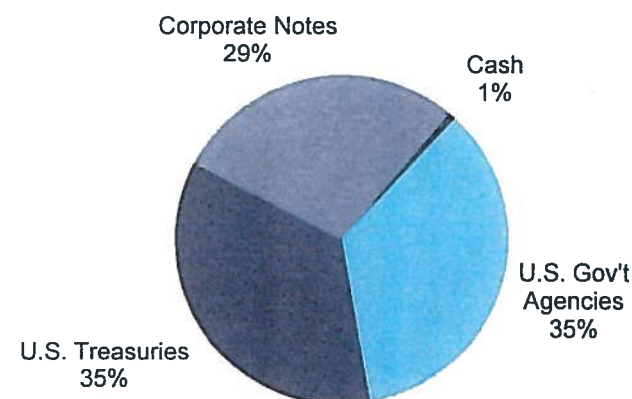
# PFC Portfolio Investment Guidelines Conformance as of December 31, 2019

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	3.05 Years	70%	35%
Corporate Notes	5 Years	4.54 Years	30%	29%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	1%
U.S. Gov Securities (Treasuries)	5 Years	3.75 Years	No Limit	35%

### Maturity Distribution



### Sector Allocation



**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Investments**  
**As of 12/31/19**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
12/31/19	Columbia Treasury Reserves	097101307	0.000	12/31/19	12/31/19	\$ 1,098,854	\$ 1,098,854	\$ 1,098,854	\$ -	0.00%	0	0.48%
05/26/15	Arizona Public Service Company	040555CR3	2.200	01/15/20	01/15/20	616,000	620,123	616,021	(4,102)	2.16%	15	0.27%
04/28/17	FNMA	3135G0A78	1.625	01/21/20	01/21/20	4,725,000	4,743,801	4,725,001	(18,800)	1.61%	21	2.07%
03/22/18	FFCB	3133EHZK2	1.708	09/25/20	01/25/20	5,000,000	5,002,955	4,998,018	(4,937)	1.85%	25	2.19%
04/24/18	US Bank NA	90331HNQ2	2.256	04/26/21	01/26/20	1,175,000	1,175,000	1,175,048	48	2.26%	26	0.51%
07/03/18	QualComm Inc	747525AL7	2.449	05/20/20	02/20/20	500,000	502,525	500,779	(1,746)	2.06%	51	0.22%
04/24/18	Wells Fargo & Company	949746RT0	3.240	03/04/21	03/04/20	1,300,000	1,330,534	1,315,989	(14,545)	2.23%	64	0.58%
04/28/16	American Express Credit Corp	0258MODY2	3.169	09/14/20	03/14/20	1,000,000	1,007,630	1,005,592	(2,038)	2.21%	74	0.44%
07/16/18	Treasury Note	912828W63	1.625	03/15/20	03/15/20	3,000,000	2,953,594	2,999,883	46,289	1.64%	75	1.31%
07/25/18	FHLMC Reference Notes	3137EADR7	1.375	05/01/20	05/01/20	6,375,000	6,306,222	6,368,919	62,697	1.66%	122	2.79%
05/11/17	Intel Corp	458140AZ3	1.850	05/11/20	05/11/20	1,000,000	999,620	999,628	8	1.95%	132	0.44%
06/24/19	Prudential Financial Inc	74432QBM6	5.375	06/21/20	06/21/20	870,000	896,109	883,723	(12,386)	2.00%	173	0.39%
01/16/19	Commonwealth Edison Company	202795HV5	4.000	08/01/20	08/01/20	680,000	688,833	684,517	(4,316)	2.84%	214	0.30%
06/24/19	Manufacturers & Traders Trust Co	55279HAN0	2.050	08/17/20	08/17/20	1,000,000	998,870	1,000,503	1,633	1.97%	230	0.44%
05/04/17	State Street Corporation	857477AS2	2.550	08/18/20	08/18/20	1,200,000	1,223,507	1,204,425	(19,082)	1.96%	231	0.53%
06/13/18	FHLB	3130ACE26	1.375	09/28/20	09/28/20	3,250,000	3,160,134	3,243,987	83,853	1.62%	272	1.42%
04/21/16	Travelers Cos Inc	89417EAG4	3.900	11/01/20	11/01/20	900,000	984,933	914,482	(70,451)	1.94%	306	0.40%
02/21/17	Ace InA Holdings Inc	00440EAT4	2.300	11/03/20	11/03/20	1,000,000	1,000,960	1,003,096	2,136	1.92%	308	0.44%
04/02/18	Coca-Cola Company (The)	191216AR1	3.150	11/15/20	11/15/20	1,300,000	1,315,548	1,315,077	(471)	1.80%	320	0.58%
03/08/16	Public Service Company of Colorado	744448CD1	3.200	11/15/20	11/15/20	1,080,000	1,135,784	1,086,071	(49,713)	2.54%	320	0.47%
11/01/17	Treasury Note	912828PC8	2.625	11/15/20	11/15/20	8,000,000	8,211,250	8,067,188	(144,062)	1.65%	320	3.53%
06/25/18	Chevron Corp	166764AY6	2.419	11/17/20	11/17/20	1,050,000	1,039,037	1,055,741	16,704	1.79%	322	0.46%
01/12/18	FHLMC Reference Bond	3137EAEK1	1.875	11/17/20	11/17/20	4,000,000	3,968,800	4,006,549	37,749	1.69%	322	1.75%
03/06/18	Exxon Mobil Corp	30231GAV4	2.222	03/01/21	03/01/21	1,050,000	1,035,930	1,056,245	20,315	1.71%	426	0.46%
11/10/17	Praxair Inc	74005PAY0	4.050	03/15/21	03/15/21	404,000	429,143	414,779	(14,364)	1.80%	440	0.18%
01/25/18	Bank of New York Mellon Corp	06406FAA1	2.500	04/15/21	04/15/21	1,225,000	1,216,443	1,233,268	16,825	1.97%	471	0.54%
12/05/16	PNC Bank NA	6935REW4	2.150	04/29/21	04/29/21	1,450,000	1,436,649	1,454,929	18,280	1.89%	485	0.64%
06/13/18	FNMA	3135G0K69	1.250	05/06/21	05/06/21	3,000,000	2,883,300	2,985,982	102,682	1.60%	492	1.31%
12/21/18	General Dynamics Corporation	369550BE7	3.000	05/11/21	05/11/21	1,100,000	1,102,226	1,117,596	15,370	1.80%	497	0.49%
03/01/18	Fifth Third Bank	31677QBG3	2.250	06/14/21	06/14/21	1,000,000	977,850	1,005,050	27,200	1.90%	531	0.44%
06/20/18	WalMart Inc	931142EJ8	3.125	06/23/21	06/23/21	1,300,000	1,299,935	1,327,796	27,861	1.65%	540	0.58%
05/31/18	Treasury Note	912828WR7	2.125	06/30/21	06/30/21	12,500,000	12,338,867	12,598,145	259,278	1.59%	547	5.51%
10/05/17	Florida Power Corporation	341099CP2	3.100	08/15/21	08/15/21	705,000	728,709	717,256	(11,453)	2.00%	593	0.31%
05/31/19	FNMA Benchmark Note	3135G0N82	1.250	08/17/21	08/17/21	300,000	295,398	298,337	2,939	1.60%	595	0.13%
08/07/18	3M Company	88579YAU5	1.625	09/19/21	09/19/21	1,000,000	960,330	997,623	37,293	1.77%	628	0.44%
08/31/18	Treasury Note	912828T34	1.125	09/30/21	09/30/21	2,300,000	2,200,367	2,281,402	81,035	1.60%	639	1.00%
12/23/16	Federal Home Loan Banks	3130AABG2	1.875	11/29/21	11/29/21	15,000,000	14,742,129	15,078,301	336,172	1.60%	699	6.59%
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	12/15/21	1,500,000	1,498,845	1,513,331	14,486	1.74%	715	0.66%

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Investments**  
**As of 12/31/19**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
04/15/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	3,800,000	3,812,172	3,829,903	17,731	1.60%	736	1.67%
06/23/17	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	8,125,000	8,173,493	8,244,375	70,882	1.64%	744	3.61%
01/23/17	Comcast Corporation	20030NBV2	1.625	01/15/22	01/15/22	1,500,000	1,437,900	1,495,844	57,944	1.76%	746	0.65%
06/26/19	Target Corporation	87612EAZ9	2.900	01/15/22	01/15/22	1,200,000	1,226,778	1,228,275	1,497	1.72%	746	0.54%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	1,500,000	1,521,795	1,550,102	28,307	1.59%	762	0.68%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	2,450,000	2,386,645	2,446,363	59,718	1.57%	762	1.07%
08/06/18	PacifiCorp	695114CP1	2.950	02/01/22	02/01/22	1,000,000	991,823	1,019,532	27,709	1.99%	763	0.45%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	1,225,000	1,199,000	1,241,817	42,817	1.71%	774	0.54%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	1,300,000	1,309,135	1,320,633	11,498	1.78%	777	0.58%
05/15/18	Boeing Co	097023BT1	2.125	03/01/22	03/01/22	1,000,000	963,020	1,002,398	39,378	2.01%	791	0.44%
09/28/17	FHLB	313378CR0	2.250	03/11/22	03/11/22	4,000,000	4,059,140	4,056,028	(3,112)	1.60%	801	1.77%
04/09/19	Medtronic Inc	585055BR6	3.150	03/15/22	03/15/22	1,250,000	1,267,863	1,285,895	18,032	1.81%	805	0.56%
04/17/17	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	1,250,000	1,263,379	1,271,727	8,348	1.96%	822	0.56%
05/18/17	Federal National Mortgage Association	3135G0T45	1.875	04/05/22	04/05/22	8,300,000	8,166,654	8,355,854	189,200	1.57%	826	3.65%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	9,475,000	9,301,015	9,537,920	236,905	1.58%	851	4.17%
05/06/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	1,250,000	1,241,250	1,265,235	23,985	1.77%	862	0.55%
01/15/19	Oracle Corporation	68389XBB0	2.500	05/15/22	05/15/22	1,200,000	1,177,524	1,218,124	40,600	1.85%	866	0.53%
10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	1,200,000	1,214,701	1,222,660	7,959	1.82%	883	0.53%
09/25/17	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	1,250,000	1,243,941	1,265,457	21,516	1.88%	888	0.55%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	1,200,000	1,210,416	1,235,658	25,242	1.76%	897	0.54%
08/01/17	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	9,850,000	9,706,887	9,952,348	245,461	1.59%	943	4.35%
11/01/19	Procter & Gamble Company	742718EU9	2.150	08/11/22	08/11/22	1,275,000	1,290,912	1,289,918	(994)	1.69%	954	0.56%
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	09/01/22	1,000,000	1,005,490	1,027,119	21,629	2.00%	975	0.45%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	1,250,000	1,200,988	1,258,972	57,984	1.87%	982	0.55%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	1,500,000	1,448,385	1,522,199	73,814	1.84%	989	0.67%
09/25/17	National Rural Utilities Coop	63743HEQ1	2.300	09/15/22	09/15/22	1,000,000	995,980	1,008,844	12,864	1.96%	989	0.44%
10/03/17	Treasury Note	9128282W9	1.875	09/30/22	09/30/22	9,125,000	9,098,667	9,195,576	96,909	1.59%	1004	4.02%
09/12/19	FNMA	3135G0T78	2.000	10/05/22	10/05/22	4,500,000	4,543,965	4,544,467	502	1.63%	1009	1.99%
07/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	1,625,000	1,603,685	1,681,915	78,230	2.10%	1107	0.74%
09/26/19	Federal National Mortgage Association	3135G0T94	2.375	01/19/23	01/19/23	4,800,000	4,919,052	4,906,500	(12,552)	1.63%	1115	2.15%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	1,825,000	1,843,112	1,889,221	46,109	2.01%	1121	0.83%
10/31/19	Treasury Note	9128283U2	2.375	01/31/23	01/31/23	4,200,000	4,309,594	4,295,813	(13,781)	1.61%	1127	1.88%
02/14/19	IBM Corp	44932HAH6	3.000	02/06/23	02/06/23	1,125,000	1,119,398	1,158,211	38,813	2.01%	1133	0.51%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	1,200,000	1,200,314	1,225,305	24,991	2.05%	1142	0.54%
10/02/19	Pepsico Inc	713448CG1	2.750	03/01/23	03/01/23	1,300,000	1,344,486	1,335,277	(9,209)	1.86%	1156	0.58%
12/03/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	6,850,000	7,104,979	7,098,848	(6,131)	1.63%	1216	3.10%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	1,125,000	1,125,877	1,139,722	13,845	1.97%	1231	0.50%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	1,150,000	1,131,353	1,176,914	45,561	2.04%	1248	0.51%

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Investments**  
**As of 12/31/19**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	6,775,000	7,065,869	7,076,699	10,830	1.64%	1369	3.09%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	1,500,000	1,536,584	1,587,860	51,276	2.14%	1484	0.69%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	725,000	740,297	734,655	(5,642)	2.00%	1689	0.32%
		<b>Subtotal</b>				<b>\$211,128,854</b>	<b>\$211,014,262</b>	<b>\$213,549,314</b>	<b>\$ 2,535,052</b>	<b>1.70%</b>	<b>708</b>	<b>93.38%</b>
	Local Agency Investment Fund (LAIF)					15,117,008	15,117,008	15,134,801	17,793	2.04%	226	6.62%
		<b>Subtotal</b>				<b>\$226,245,862</b>	<b>\$226,131,270</b>	<b>\$228,684,115</b>	<b>\$ 2,552,845</b>	<b>1.72%</b>	<b>676</b>	<b>100.00%</b>
	Operating Bank Balance						8,748,178					
		<b>TOTAL</b>					<b>\$234,879,448</b>					



**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Purchases - Maturities - Sales**  
**As of 12/31/19**

**PURCHASES**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
12/03/19	Federal National Mortgage Association	3135G0T94	2.375	01/19/23	1,800,000.00	102.47800	\$ 1,844,604.00	\$ (16,031.25)
12/03/19	Treasury Note	9128284L1	2.750	04/30/23	1,650,000.00	103.99219	1,715,871.09	(4,238.32)
12/04/19	BB&T Corp	05531FAX1	2.750	04/01/22	100,000.00	101.64000	101,640.00	(496.53)
12/04/19	General Dynamics Corporation	369550BE7	3.000	05/11/21	100,000.00	101.70600	101,706.00	(208.33)
12/04/19	Home Depot Inc	437076BG6	2.625	06/01/22	200,000.00	102.03600	204,072.00	(72.92)
12/04/19	PNC Bank NA	6935REW4	2.150	04/29/21	250,000.00	100.33800	250,845.00	(552.43)
12/04/19	Target Corporation	87612EAZ9	2.900	01/15/22	200,000.00	102.36900	204,738.00	(2,271.67)
12/04/19	Walt Disney Co	25468PCT1	2.550	02/15/22	100,000.00	101.54700	101,547.00	(786.25)
12/04/19	Wells Fargo & Company	949746RT0	3.240	03/04/21	300,000.00	101.36630	304,098.90	(54.00)
12/31/19	Treasury Note	9128284L1	2.750	04/30/23	5,200,000.00	103.63672	5,389,109.38	(24,750.00)
12/31/19	Treasury Note	9128285D8	2.875	09/30/23	2,775,000.00	104.45703	2,898,682.62	(20,490.27)
<b>TOTAL PURCHASES</b>					<b>\$ 12,675,000.00</b>		<b>\$ 13,116,913.99</b>	<b>\$ (69,951.97)</b>

**MATURITIES**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
11/01/17	Treasury Note	912828UF5	1.125	12/31/19	\$ 4,000,000.00	98.66992	\$ 3,946,796.88	\$ 53,203.12
01/19/16	Treasury Note	912828G95	1.625	12/31/19	4,250,000.00	101.80009	4,326,503.90	(76,503.90)
							-	-
							-	-
							-	-
							-	-
<b>TOTAL MATURITIES</b>					<b>\$ 8,250,000.00</b>		<b>\$ 8,273,300.78</b>	<b>\$ (23,300.78)</b>

**SALES / REDEMPTIONS**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
05/26/15	Arizona Public Service Company	040555CR3	2.200	01/15/20	12/31/19	\$ 384,000.00	101.00833	\$ 387,872.00	\$ 386,570.21	\$ 1,301.79
								-	-	-
								-	-	-
<b>TOTAL SALES</b>						<b>\$ 384,000.00</b>		<b>\$ 387,872.00</b>	<b>\$ 386,570.21</b>	<b>\$ 1,301.79</b>

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Earnings Report**  
**12/01/19-12/31/19**

Type of Investment	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned	
<b>FIXED INCOME</b>										
Treasury Note	NOTE	1.625	12/31/19	28,901.16	34,531.25	-	-	5,630.09	-	5,630.09
Treasury Note	NOTE	1.125	12/31/19	18,831.53	22,500.00	-	-	3,668.47	-	3,668.47
Arizona Public Service Company	NOTE	2.200	01/15/20	8,311.11	3,872.00	-	6,248.98	1,809.87	(2.91)	1,806.96
FNMA	NOTE	1.625	01/21/20	27,726.56	-	-	34,125.00	6,398.44	(573.78)	5,824.66
Treasury Note	NOTE	1.625	03/15/20	10,312.50	-	-	14,464.29	4,151.79	2,370.01	6,521.80
FHLMC Reference Notes	NOTE	1.375	05/01/20	7,304.69	-	-	14,609.38	7,304.69	5,014.06	12,318.75
Intel Corp	NOTE	1.850	05/11/20	1,027.78	-	-	2,569.44	1,541.66	10.56	1,552.22
QualComm Inc	NOTE	2.449	05/20/20	374.08	-	-	1,428.29	1,054.21	(114.44)	939.77
Prudential Financial Inc	NOTE	5.375	06/21/20	20,783.33	23,381.25	-	1,298.96	3,896.88	(2,206.37)	1,690.51
Commonwealth Edison Company	NOTE	4.000	08/01/20	9,066.67	-	-	11,333.33	2,266.66	(572.35)	1,694.31
Manufacturers & Traders Trust Co	NOTE	2.050	08/17/20	5,922.22	-	-	7,630.56	1,708.34	88.98	1,797.32
State Street Corporation	NOTE	2.550	08/18/20	8,755.00	-	-	11,305.00	2,550.00	(583.08)	1,966.92
American Express Credit Corp	NOTE	3.169	09/14/20	6,865.09	8,009.26	-	1,471.82	2,615.99	(165.74)	2,450.25
FFCB	NOTE	1.708	09/25/20	1,423.33	7,116.67	-	1,742.22	7,435.56	(99.90)	7,335.66
FHLB	NOTE	1.375	09/28/20	7,820.31	-	-	11,544.27	3,723.96	3,304.07	7,028.03
Travelers Cos Inc	NOTE	3.900	11/01/20	2,925.00	-	-	5,850.00	2,925.00	(1,581.69)	1,343.31
Ace InA Holdings Inc	NOTE	2.300	11/03/20	1,788.89	-	-	3,705.56	1,916.67	(22.12)	1,894.55
Coca-Cola Company (The)	NOTE	3.150	11/15/20	1,820.00	-	-	5,232.50	3,412.50	(495.71)	2,916.79
Public Service Company of Colorado	NOTE	3.200	11/15/20	1,535.99	-	-	4,416.00	2,880.01	(1,126.97)	1,753.04
Treasury Note	NOTE	2.625	11/15/20	9,230.77	-	-	27,115.38	17,884.61	(5,899.77)	11,984.84
Chevron Corp	NOTE	2.419	11/17/20	987.76	-	-	3,104.38	2,116.62	405.08	2,521.70
FHLMC Reference Bond	NOTE	1.875	11/17/20	2,916.67	-	-	9,166.67	6,250.00	916.74	7,166.74
Exxon Mobil Corp	NOTE	2.222	03/01/21	5,832.76	-	-	7,777.00	1,944.24	448.47	2,392.71
Wells Fargo & Company	NOTE	3.240	03/04/21	7,920.32	8,778.34	54.00	3,276.13	4,080.15	(1,020.44)	3,059.71
Praxair Inc	NOTE	4.050	03/15/21	3,454.20	-	-	4,817.70	1,363.50	(625.72)	737.78
Bank of New York Mellon Corp	NOTE	2.500	04/15/21	3,913.19	-	-	6,465.28	2,552.09	269.72	2,821.81
US Bank NA	NOTE	2.256	04/26/21	2,650.37	-	-	4,932.62	2,282.25	-	2,282.25
PNC Bank NA	NOTE	2.150	04/29/21	2,293.33	-	552.43	5,369.02	2,523.26	229.31	2,752.57
FNMA	NOTE	1.250	05/06/21	2,604.17	-	-	5,729.17	3,125.00	3,359.88	6,484.88
General Dynamics Corporation	NOTE	3.000	05/11/21	1,666.67	-	208.33	4,583.34	2,708.34	(101.07)	2,607.27
Fifth Third Bank	NOTE	2.250	06/14/21	10,437.50	11,250.00	-	1,062.50	1,875.00	578.33	2,453.33
WalMart Inc	NOTE	3.125	06/23/21	17,829.86	20,312.50	-	902.78	3,385.42	1.81	3,387.23
Treasury Note	NOTE	2.125	06/30/21	111,158.29	132,812.50	-	729.74	22,383.95	4,440.11	26,824.06
Florida Power Corporation	NOTE	3.100	08/15/21	6,435.08	-	-	8,256.34	1,821.26	(547.12)	1,274.14
FNMA Benchmark Note	NOTE	1.250	08/17/21	1,083.33	-	-	1,395.83	312.50	173.88	486.38
3M Company	NOTE	1.625	09/19/21	3,250.00	-	-	4,604.17	1,354.17	1,091.84	2,446.01
Treasury Note	NOTE	1.125	09/30/21	4,383.20	-	-	6,574.79	2,191.59	2,806.68	4,998.27



**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Earnings Report**  
**12/01/19-12/31/19**

Type of Investment		Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Federal Home Loan Banks	NOTE	1.875	11/29/21	1,562.51	-	-	25,000.01	23,437.50	5,398.51	28,836.01
Pfizer Inc	NOTE	2.200	12/15/21	15,216.67	16,500.00	-	1,466.67	2,750.00	19.66	2,769.66
FNMA Benchmark Note	NOTE	2.000	01/05/22	30,822.22	-	-	37,155.55	6,333.33	(415.71)	5,917.62
FHLMC	NOTE	2.375	01/13/22	73,936.40	-	-	90,191.91	16,255.51	(418.11)	15,837.40
Comcast Corporation	NOTE	1.625	01/15/22	9,208.33	-	-	11,239.58	2,031.25	1,057.33	3,088.58
Target Corporation	NOTE	2.900	01/15/22	10,955.56	-	2,271.67	16,046.66	2,819.43	(877.11)	1,942.32
Berkshire Hathaway Finance Corp	NOTE	3.400	01/31/22	17,141.67	-	-	21,391.67	4,250.00	(526.03)	3,723.97
Treasury Note	NOTE	1.500	01/31/22	12,283.29	-	-	15,379.07	3,095.78	1,216.67	4,312.45
PacifiCorp	NOTE	2.950	02/01/22	9,833.33	-	-	12,291.67	2,458.34	211.03	2,669.37
Microsoft Corporation	NOTE	2.375	02/12/22	8,808.94	-	-	11,233.41	2,424.47	689.34	3,113.81
Walt Disney Co	NOTE	2.550	02/15/22	9,010.00	-	786.25	12,523.33	2,727.08	(175.90)	2,551.18
Boeing Co	NOTE	2.125	03/01/22	5,312.50	-	-	7,083.33	1,770.83	831.64	2,602.47
FHLB	NOTE	2.250	03/11/22	20,000.00	-	-	27,500.00	7,500.00	(1,107.38)	6,392.62
Medtronic Inc	NOTE	3.150	03/15/22	8,312.50	-	-	11,593.75	3,281.25	(508.42)	2,772.83
BB&T Corp	NOTE	2.750	04/01/22	5,270.83	-	496.53	8,593.75	2,826.39	(297.71)	2,528.68
Federal National Mortgage Association	NOTE	1.875	04/05/22	24,208.33	-	-	37,177.08	12,968.75	3,245.58	16,214.33
Treasury Note	NOTE	1.875	04/30/22	15,130.06	-	-	30,260.13	15,130.07	4,595.06	19,725.13
Apple Inc	NOTE	2.300	05/11/22	1,597.22	-	-	3,993.06	2,395.84	249.28	2,645.12
Oracle Corporation	NOTE	2.500	05/15/22	1,333.33	-	-	3,833.33	2,500.00	592.51	3,092.51
Home Depot Inc	NOTE	2.625	06/01/22	13,125.00	13,125.00	72.92	2,625.01	2,552.09	(306.83)	2,245.26
Caterpillar Financial Services	NOTE	2.400	06/06/22	14,583.34	15,000.00	-	2,083.34	2,500.00	167.31	2,667.31
Cisco Systems Inc	NOTE	3.000	06/15/22	16,600.00	18,000.00	-	1,600.00	3,000.00	(261.48)	2,738.52
Treasury Note	NOTE	2.000	07/31/22	65,845.11	-	-	82,440.21	16,595.10	3,463.52	20,058.62
Procter & Gamble Company	NOTE	2.150	08/11/22	8,376.04	-	-	10,660.42	2,284.38	(479.28)	1,805.10
Burlington Northern Santa Fe LLC	NOTE	3.050	09/01/22	7,625.00	-	-	10,166.67	2,541.67	(139.46)	2,402.21
John Deere Capital Corp	NOTE	2.150	09/08/22	6,196.18	-	-	8,435.76	2,239.58	1,116.46	3,356.04
Merck & Co Inc	NOTE	2.400	09/15/22	7,600.00	-	-	10,600.00	3,000.00	1,127.79	4,127.79
National Rural Utilities Coop	NOTE	2.300	09/15/22	4,855.56	-	-	6,772.22	1,916.66	68.52	1,985.18
Treasury Note	NOTE	1.875	09/30/22	28,983.10	-	-	43,474.64	14,491.54	464.11	14,955.65
FNMA	NOTE	2.000	10/05/22	14,000.00	-	-	21,500.00	7,500.00	(1,196.87)	6,303.13
Bank of America Corp	NOTE	3.300	01/11/23	20,854.16	-	-	25,322.91	4,468.75	418.48	4,887.23
Federal National Mortgage Association	NOTE	2.375	01/19/23	26,125.00	-	16,031.25	51,300.00	9,143.75	(2,944.19)	6,199.56
JP Morgan Chase & CO	NOTE	3.200	01/25/23	20,440.00	-	-	25,306.67	4,866.67	(393.59)	4,473.08
Treasury Note	NOTE	2.375	01/31/23	33,340.35	-	-	41,743.21	8,402.86	(2,862.18)	5,540.68
IBM Corp	NOTE	3.000	02/06/23	10,781.25	-	-	13,593.75	2,812.50	117.78	2,930.28
Unitedhealth Group Inc	NOTE	2.750	02/15/23	9,716.66	-	-	12,466.67	2,750.01	(25.54)	2,724.47
Pepsico Inc	NOTE	2.750	03/01/23	8,937.50	-	-	11,916.67	2,979.17	(1,087.67)	1,891.50
Treasury Note	NOTE	2.750	04/30/23	-	-	28,988.32	32,085.85	3,097.53	(1,483.82)	1,613.71

**Burbank-Glendale-Pasadena Airport Authority - Operating Account  
Earnings Report  
12/01/19-12/31/19**

Type of Investment	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Acrt For Period	Adjusted Total Int. Earned	
Public Service Electric And Gas	NOTE	2.375	05/15/23	1,187.50	-	-	3,414.06	2,226.56	(19.87)	2,206.69
Simon Property Group LP	NOTE	2.750	06/01/23	15,812.50	15,812.50	-	2,635.42	2,635.42	384.81	3,020.23
Treasury Note	NOTE	2.875	09/30/23	19,480.87	-	20,490.27	49,493.59	9,522.45	(3,407.51)	6,114.94
Citibank NA	NOTE	3.650	01/23/24	19,466.67	-	-	24,029.17	4,562.50	(644.48)	3,918.02
Honeywell International Inc	NOTE	2.300	08/15/24	5,234.10	-	-	6,623.68	1,389.58	(271.40)	1,118.18
Subtotal				\$ 1,028,652.29	\$ 351,001.27	\$ 69,951.97	\$ 1,129,082.32	\$ 381,479.33	\$ 15,355.20	\$ 396,834.53
<b>CASH EQUIVALENTS</b>										
Cash Interest (MISC)				-	1,634.29	-	-	1,634.29	-	1,634.29
Subtotal				\$ -	\$ 1,634.29	\$ -	\$ -	\$ 1,634.29	\$ -	\$ 1,634.29
<b>LAIF</b>										
Local Agency Investment Fund				54,161.14	-	-	86,843.01	32,681.87	-	32,681.87
<b>TOTAL</b>				\$ 1,082,813.43	\$ 352,635.56	\$ 69,951.97	\$ 1,215,925.33	\$ 415,795.49	\$ 15,355.20	\$ 431,150.69

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 12/31/19**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
12/31/19	Columbia Treasury Reserves	097101307	0.000	12/31/19	12/31/19	\$ 345,930	\$ 345,930	\$ 345,930	\$ -	0.00%	0	0.70%
05/26/15	Arizona Public Service Company	040555CR3	2.200	01/15/20	01/15/20	127,000	126,945	127,004	59	2.16%	15	0.26%
04/05/17	FNMA	3135G0A78	1.625	01/21/20	01/21/20	1,100,000	1,103,600	1,100,000	(3,600)	1.61%	21	2.24%
03/22/18	FFCB	3133EHZK2	2.315	09/25/20	01/25/20	350,000	350,207	349,861	(346)	1.85%	25	0.71%
09/02/16	PNC Funding Corp	693476BJ1	5.125	02/08/20	02/08/20	285,000	304,360	285,829	(18,531)	2.24%	39	0.58%
07/03/18	Qualcomm Inc	747525AL7	3.195	05/20/20	02/20/20	90,000	90,455	90,140	(315)	2.06%	51	0.18%
04/24/18	Wells Fargo & Company	949746RT0	4.076	03/04/21	03/04/20	300,000	307,001	303,690	(3,311)	2.23%	64	0.62%
05/18/17	FHLB	313378J77	1.875	03/13/20	03/13/20	1,650,000	1,651,489	1,650,873	(616)	1.60%	73	3.36%
05/30/17	Treasury Note	912828W63	1.625	03/15/20	03/15/20	550,000	552,156	549,979	(2,177)	1.64%	75	1.12%
10/25/16	FHLMC Reference Notes	3137EADR7	1.375	05/01/20	05/01/20	1,350,000	1,339,018	1,348,712	9,694	1.63%	122	2.74%
05/11/17	Intel Corp	458140AZ3	1.850	05/11/20	05/11/20	250,000	249,115	249,907	792	1.95%	132	0.51%
09/25/15	American Express Credit Corp	0258M0DT3	2.375	05/26/20	05/26/20	250,000	251,333	250,410	(923)	1.96%	147	0.51%
06/24/19	Prudential Financial Inc.	74432QMB6	5.375	06/21/20	06/21/20	225,000	231,597	228,549	(3,048)	2.00%	173	0.46%
01/16/19	Commonwealth Edison Company	202795HV5	4.000	08/01/20	08/01/20	235,000	238,217	236,561	(1,656)	2.84%	214	0.48%
10/02/17	Manufacturers & Traders Trust Co	55279HAN0	2.050	08/17/20	08/17/20	250,000	250,163	250,126	(37)	1.97%	230	0.51%
05/04/17	State Street Corporation	524144AS2	2.550	08/18/20	08/18/20	275,000	278,455	276,014	(2,441)	1.96%	231	0.56%
09/29/17	FHLB	3130ACE26	1.375	09/28/20	09/28/20	1,000,000	991,915	998,150	6,235	1.62%	272	2.03%
04/21/16	Travelers Cos Inc	89417EAG4	3.900	11/01/20	11/01/20	200,000	210,963	203,218	(7,745)	1.94%	306	0.41%
02/21/17	Ace InA Holdings Inc	00440EAT4	2.300	11/03/20	11/03/20	250,000	249,320	250,774	1,454	1.92%	308	0.51%
04/02/18	Coca-Cola (The)	191216AR1	3.150	11/15/20	11/15/20	200,000	202,392	202,320	(72)	1.80%	320	0.41%
03/08/16	Public Service Company of Colorado	744448CD1	3.200	11/15/20	11/15/20	215,000	221,382	216,209	(5,173)	2.54%	320	0.44%
10/27/17	Treasury Note	912828PC8	2.625	11/15/20	11/15/20	1,525,000	1,564,256	1,537,808	(26,448)	1.65%	320	3.13%
06/25/18	Chevron Corp	166764AE0	2.419	11/17/20	11/17/20	200,000	198,010	201,093	3,083	1.79%	322	0.41%
03/01/18	FHLMC Reference Bond	3137EAEK1	1.875	11/17/20	11/17/20	1,350,000	1,330,451	1,352,210	21,759	1.69%	322	2.75%
03/06/18	Exxon Mobil Corp	30231GAV4	2.222	03/01/21	03/01/21	250,000	247,308	251,487	4,179	1.71%	426	0.51%
11/10/17	Praxair	74005PAY0	4.050	03/15/21	03/15/21	131,000	136,341	134,495	(1,846)	1.80%	440	0.27%
01/25/18	Bank of New York Mellon Corp	06406FAA1	2.500	04/15/21	04/15/21	275,000	274,038	276,856	2,818	1.97%	471	0.56%
01/24/18	Treasury Note	912828Q78	1.375	04/30/21	04/30/21	1,200,000	1,163,789	1,196,484	32,695	1.60%	486	2.43%
05/31/18	FNMA	3135G0K69	1.250	05/06/21	05/06/21	925,000	891,013	920,678	29,665	1.60%	492	1.87%
05/08/18	General Dynamics Corporation	369550BE7	3.000	05/11/21	05/11/21	300,000	300,494	304,799	4,305	1.80%	497	0.62%
06/20/18	WalMart Inc	931142EJ8	3.125	06/23/21	06/23/21	275,000	275,837	280,880	5,043	1.65%	540	0.57%
03/01/18	Fifth Third Bank	31677QBG3	2.250	06/14/21	06/14/21	200,000	195,570	201,010	5,440	1.90%	531	0.41%
12/23/16	Treasury Note	912828WR7	2.125	06/30/21	06/30/21	1,500,000	1,488,668	1,511,777	23,109	1.59%	547	3.07%
10/02/17	Florida Power Corporation	341099CP2	3.100	08/15/21	08/15/21	200,000	205,822	203,477	(2,345)	2.00%	593	0.41%
05/31/19	FNMA Benchmark Note	3135G0N82	1.250	08/17/21	08/17/21	130,000	128,006	129,279	1,273	1.60%	595	0.26%
08/07/18	3M Company	88579YAU5	1.625	09/19/21	09/19/21	275,000	266,930	274,346	7,416	1.77%	628	0.56%
07/05/18	Treasury Note	912828T34	1.125	09/30/21	09/30/21	1,590,000	1,517,091	1,577,143	60,052	1.60%	639	3.21%

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 12/31/19**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
12/23/16	Federal Home Loan Banks	3130AABG2	1.875	11/29/21	11/29/21	1,525,000	1,497,278	1,532,961	35,683	1.60%	699	3.12%
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	12/15/21	325,000	323,889	327,888	3,999	1.74%	715	0.67%
03/27/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	1,150,000	1,152,401	1,159,050	6,649	1.60%	736	2.36%
09/25/18	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	1,775,000	1,757,610	1,801,079	43,469	1.64%	744	3.66%
01/23/17	Comcast Corporation	20030NBV2	1.625	01/15/22	01/15/22	350,000	337,629	349,030	11,401	1.76%	746	0.71%
06/26/19	Target Corporation	87612EAZ9	2.900	01/15/22	01/15/22	275,000	281,239	281,480	241	1.72%	746	0.57%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	325,000	330,693	335,855	5,162	1.59%	762	0.68%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	1,450,000	1,400,944	1,447,848	46,904	1.57%	762	2.94%
08/06/18	PacifiCorp	695114CP1	2.950	02/01/22	02/01/22	250,000	249,340	254,883	5,543	1.99%	763	0.52%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	300,000	295,021	304,118	9,097	1.71%	774	0.62%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	300,000	300,881	304,761	3,880	1.78%	777	0.62%
05/15/18	Boeing Co	097023BT1	2.125	03/01/22	03/01/22	200,000	193,118	200,480	7,362	2.01%	791	0.41%
07/09/19	FHLB	313378CR0	2.250	03/11/22	03/11/22	1,175,000	1,190,245	1,191,458	1,213	1.60%	801	2.42%
04/16/19	Medtronic Inc	585055BR6	3.150	03/15/22	03/15/22	300,000	304,905	308,615	3,710	1.81%	805	0.63%
05/31/19	US Bancorp	91159HHC7	3.000	03/15/22	03/15/22	290,000	294,840	296,575	1,735	1.94%	805	0.60%
01/11/19	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	300,000	298,290	305,214	6,924	1.96%	822	0.62%
03/01/18	Federal National Mortgage Assoc	3135G0T45	1.875	04/05/22	04/05/22	1,050,000	1,033,101	1,057,066	23,965	1.57%	826	2.15%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	1,550,000	1,530,471	1,560,293	29,822	1.58%	851	3.17%
05/31/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	300,000	300,762	303,656	2,894	1.77%	862	0.62%
01/15/19	Oracle Corporation	68389XBB0	2.500	05/15/22	05/15/22	270,000	265,933	274,078	8,145	1.85%	866	0.56%
10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	300,000	303,523	305,665	2,142	1.82%	883	0.62%
11/08/18	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	300,000	292,337	303,710	11,373	1.88%	888	0.62%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	265,000	267,700	272,875	5,175	1.76%	897	0.55%
12/31/18	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	1,425,000	1,405,583	1,439,807	34,224	1.59%	943	2.93%
11/01/19	Procter & Gamble Company	742718EU9	2.150	08/11/22	08/11/22	175,000	177,184	177,048	(136)	1.69%	954	0.36%
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	09/01/22	275,000	277,996	282,458	4,462	2.00%	975	0.57%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	300,000	290,735	302,153	11,418	1.87%	982	0.61%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	325,000	317,701	329,810	12,109	1.84%	989	0.67%
01/11/19	Treasury Note	9128282W9	1.875	09/30/22	09/30/22	1,225,000	1,201,813	1,234,475	32,662	1.59%	1004	2.51%
09/12/19	FNMA	3135G0T78	2.000	10/05/22	10/05/22	1,000,000	1,009,770	1,009,882	112	1.63%	1009	2.05%
04/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	380,000	378,451	393,309	14,858	2.10%	1107	0.80%
09/26/19	Federal National Mortgage Assoc	3135G0T94	2.375	01/19/23	01/19/23	1,750,000	1,791,412	1,788,828	(2,584)	1.63%	1115	3.64%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	425,000	430,661	439,955	9,294	2.01%	1121	0.89%
08/22/19	Treasury Note	9128283U2	2.375	01/31/23	01/31/23	1,400,000	1,435,377	1,431,938	(3,439)	1.61%	1127	2.91%
02/14/19	IBM Corp	44932HAH6	3.000	02/06/23	02/06/23	325,000	326,679	334,594	7,915	2.01%	1133	0.68%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	300,000	300,218	306,326	6,108	2.05%	1142	0.62%
10/02/19	Pepsico Inc.	713448CG1	2.750	03/01/23	03/01/23	300,000	310,178	308,141	(2,037)	1.86%	1156	0.63%

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 12/31/19**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
11/19/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	1,900,000	1,969,048	1,969,023	(25)	1.63%	1216	4.00%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	275,000	275,974	278,599	2,625	1.97%	1231	0.57%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	260,000	257,239	266,085	8,846	2.04%	1248	0.54%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	1,875,000	1,959,889	1,958,496	(1,393)	1.64%	1369	3.98%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	300,000	307,316	317,572	10,256	2.14%	1484	0.65%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	250,000	254,456	253,329	(1,127)	2.00%	1689	0.52%
		<b>Subtotal</b>				<b>\$ 48,613,930</b>	<b>\$ 48,609,467</b>	<b>\$ 49,168,544</b>	<b>\$ 559,077</b>	<b>1.69%</b>	<b>701</b>	<b>100.00%</b>
	PFC Bank Balance						<u>24,285</u>					
		<b>TOTAL</b>					<b>\$ 48,633,752</b>					

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Purchases - Maturities - Sales**  
As of 12/31/19

**PURCHASES**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
12/19/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	\$ 50,000.00	102.70400	\$ 51,352.00	\$ (474.44)
12/19/19	Federal National Mortgage Assoc	3135G0T94	2.375	01/19/23	350,000.00	102.10190	357,356.65	(3,486.63)
12/19/19	Home Depot Inc	437076BG6	2.625	06/01/22	50,000.00	101.91100	50,955.50	(80.21)
12/19/19	Honeywell International Inc	438516BW5	2.300	08/15/24	100,000.00	101.29200	101,292.00	(862.50)
12/19/19	IBM Corp	44932HAH6	3.000	02/06/23	100,000.00	102.80000	102,800.00	(1,141.67)
12/19/19	Treasury Note	9128284L1	2.750	04/30/23	375,000.00	103.45703	387,963.87	(1,416.55)
12/20/19	BB&T Corp	05531FAX1	2.750	04/01/22	25,000.00	101.59100	25,397.75	(158.51)
12/31/19	Treasury Note	9128284L1	2.750	04/30/23	1,125,000.00	103.63672	1,165,913.09	(5,354.57)
12/31/19	Treasury Note	9128285D8	2.875	09/30/23	475,000.00	104.45703	496,170.90	(3,507.34)
							-	-
							-	-
							-	-
							-	-
							-	-
<b>TOTAL PURCHASES</b>					<b>\$ 2,650,000.00</b>		<b>\$ 2,739,201.76</b>	<b>\$ (16,482.42)</b>

**MATURITIES**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
09/26/16	Treasury Note	912828UF5	1.125	12/31/19	\$ 700,000.00	99.70312	\$ 697,921.87	\$ 2,078.13
01/11/16	Treasury Note	912828G95	1.625	12/31/19	960,000.00	101.61847	975,537.31	(15,537.31)
							-	-
							-	-
							-	-
<b>TOTAL MATURITIES</b>					<b>\$ 1,660,000.00</b>		<b>\$ 1,673,459.18</b>	<b>\$ (13,459.18)</b>

**SALES / REDEMPTIONS / DELIVERS**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
05/26/15	Arizona Public Service Company	040555CR3	2.200	01/15/20	12/02/19	58,000.00	101.00832	\$ 58,584.83	\$ 57,974.72	\$ 610.11
09/02/16	National Rural Utilities Coop	637432NC5	2.000	01/27/20	12/27/19	185,000.00	100.00000	185,000.00	186,379.55	(1,379.55)
						<b>\$ 243,000.00</b>		<b>\$ 243,584.83</b>	<b>\$ 244,354.27</b>	<b>\$ (769.44)</b>



**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Earnings Report**  
**12/01/19-12/31/19**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
<b>FIXED INCOME</b>										
Procter & Gamble Company	NOTE	1.900	11/01/19	6,528.25	7,800.00	-	-	1,271.75	-	1,271.75
Treasury Note	NOTE	1.625	12/31/19	3,295.52	3,937.50	-	-	641.98	-	641.98
Arizona Public Service Company	NOTE	2.200	01/15/20	1,537.56	584.83	-	1,288.34	335.61	0.49	336.10
FNMA	NOTE	1.625	01/21/20	6,454.86	-	-	7,944.44	1,489.58	(110.85)	1,378.73
National Rural Utilities Coop	NOTE	2.000	01/27/20	1,274.44	1,541.67	-	-	267.23	-	267.23
PNC Funding Corp	NOTE	5.125	02/08/20	4,584.74	-	-	5,801.92	1,217.18	(715.13)	502.05
FHLB	NOTE	1.875	03/13/20	6,703.13	-	-	9,281.26	2,578.13	98.82	2,676.95
Treasury Note	NOTE	1.625	03/15/20	1,890.63	-	-	2,651.79	761.16	(65.09)	696.07
FHLMC Reference Notes	NOTE	1.375	05/01/20	1,546.88	-	-	3,093.75	1,546.87	296.52	1,843.39
Intel Corp	NOTE	1.850	05/11/20	256.95	-	-	642.36	385.41	58.68	444.09
Qualcomm Inc	NOTE	3.195	05/20/20	67.33	-	-	257.09	189.76	(20.59)	169.17
American Express Credit Corp	NOTE	2.375	05/26/20	82.46	-	-	577.26	494.80	(15.24)	479.56
Prudential Financial Inc.	NOTE	5.375	06/21/20	5,375.00	6,046.88	-	335.93	1,007.81	(580.59)	427.22
Commonwealth Edison Company	NOTE	4.000	08/01/20	3,133.33	-	-	3,916.67	783.34	(264.97)	518.37
Manufacturers & Traders Trust Co	NOTE	2.050	08/17/20	1,480.56	-	-	1,907.64	427.08	(4.85)	422.23
State Street Corporation	NOTE	2.550	08/18/20	2,006.35	-	-	2,590.73	584.38	(97.70)	486.68
FFCB	NOTE	2.315	09/25/20	99.63	498.17	-	121.96	520.50	(7.00)	513.50
FHLB	NOTE	1.375	09/28/20	2,406.25	-	-	3,552.08	1,145.83	224.80	1,370.63
Travelers Cos Inc	NOTE	3.900	11/01/20	650.00	-	-	1,300.00	650.00	(246.61)	403.39
Ace InA Holdings Inc	NOTE	2.300	11/03/20	447.21	-	-	926.39	479.18	26.72	505.90
Coca-Cola (The)	NOTE	3.150	11/15/20	280.00	-	-	805.00	525.00	(76.28)	448.72
Public Service Company of Colorado	NOTE	3.200	11/15/20	305.78	-	-	879.10	573.32	(142.07)	431.25
Treasury Note	NOTE	2.625	11/15/20	1,759.62	-	-	5,168.87	3,409.25	(1,094.45)	2,314.80
Chevron Corp	NOTE	2.419	11/17/20	188.15	-	-	591.30	403.15	71.59	474.74
FHLMC Reference Bond	NOTE	1.875	11/17/20	984.38	-	-	3,093.75	2,109.37	601.52	2,710.89
Exxon Mobil Corp	NOTE	2.222	03/01/21	1,388.75	-	-	1,851.66	462.91	78.61	541.52
Wells Fargo & Company	NOTE	4.076	03/04/21	2,376.09	2,633.50	-	756.03	1,013.44	(246.36)	767.08
Praxair	NOTE	4.050	03/15/21	1,120.05	-	-	1,562.18	442.13	(145.64)	296.49
Bank of New York Mellon Corp	NOTE	2.500	04/15/21	878.47	-	-	1,451.39	572.92	19.22	592.14
Treasury Note	NOTE	1.375	04/30/21	1,405.22	-	-	2,810.44	1,405.22	1,003.46	2,408.68
FNMA	NOTE	1.250	05/06/21	802.95	-	-	1,766.49	963.54	978.44	1,941.98
General Dynamics Corporation	NOTE	3.000	05/11/21	500.00	-	-	1,250.00	750.00	(37.96)	712.04
Fifth Third Bank	NOTE	2.250	06/14/21	2,087.50	2,250.00	-	212.50	375.00	115.67	490.67
WalMart Inc	NOTE	3.125	06/23/21	3,771.70	4,296.88	-	190.97	716.15	(35.52)	680.63
Treasury Note	NOTE	2.125	06/30/21	13,339.00	15,937.50	-	87.56	2,686.06	325.75	3,011.81
Florida Power Corporation	NOTE	3.100	08/15/21	1,825.56	-	-	2,342.23	516.67	(150.01)	366.66

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Earnings Report**  
**12/01/19-12/31/19**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FNMA Benchmark Note	NOTE	1.250	08/17/21	469.44	-	-	604.86	135.42	75.35	210.77
3M Company	NOTE	1.625	09/19/21	893.75	-	-	1,266.15	372.40	235.71	608.11
Treasury Note	NOTE	1.125	09/30/21	3,030.12	-	-	4,545.18	1,515.06	1,995.84	3,510.90
Federal Home Loan Banks	NOTE	1.875	11/29/21	158.86	-	-	2,541.66	2,382.80	591.22	2,974.02
Pfizer Inc	NOTE	2.200	12/15/21	3,296.94	3,575.00	-	317.78	595.84	24.37	620.21
FNMA Benchmark Note	NOTE	2.000	01/05/22	9,327.77	-	-	11,244.44	1,916.67	(85.78)	1,830.89
FHLMC	NOTE	2.375	01/13/22	16,152.26	-	-	19,703.47	3,551.21	461.18	4,012.39
Comcast Corporation	NOTE	1.625	01/15/22	2,148.60	-	-	2,622.57	473.97	245.62	719.59
Target Corporation	NOTE	2.900	01/15/22	3,012.78	-	-	3,677.36	664.58	(208.23)	456.35
Berkshire Hathaway Finance Corp	NOTE	3.400	01/31/22	3,714.03	-	-	4,634.87	920.84	(156.32)	764.52
Treasury Note	NOTE	1.500	01/31/22	7,269.70	-	-	9,101.91	1,832.21	1,069.77	2,901.98
PacifiCorp	NOTE	2.950	02/01/22	2,458.34	-	-	3,072.91	614.57	7.93	622.50
Microsoft Corporation	NOTE	2.375	02/12/22	2,157.29	-	-	2,751.04	593.75	123.75	717.50
Walt Disney Co	NOTE	2.550	02/15/22	2,252.51	-	-	2,890.01	637.50	(24.42)	613.08
Boeing Co	NOTE	2.125	03/01/22	1,062.50	-	-	1,416.67	354.17	158.88	513.05
FHLB	NOTE	2.250	03/11/22	5,875.00	-	-	8,078.13	2,203.13	(506.57)	1,696.56
Medtronic Inc	NOTE	3.150	03/15/22	1,995.00	-	-	2,782.50	787.50	(150.03)	637.47
US Bancorp	NOTE	3.000	03/15/22	1,836.67	-	-	2,561.67	725.00	(157.57)	567.43
BB&T Corp	NOTE	2.750	04/01/22	1,260.42	-	158.51	2,062.51	643.58	46.19	689.77
Federal National Mortgage Assoc	NOTE	1.875	04/05/22	3,062.49	-	-	4,703.12	1,640.63	349.69	1,990.32
Treasury Note	NOTE	1.875	04/30/22	2,475.11	-	-	4,950.21	2,475.10	507.55	2,982.65
Apple Inc	NOTE	2.300	05/11/22	383.33	-	-	958.33	575.00	(25.17)	549.83
Oracle Corporation	NOTE	2.500	05/15/22	300.00	-	-	862.50	562.50	104.80	667.30
Home Depot Inc	NOTE	2.625	06/01/22	3,281.25	3,281.25	80.21	656.27	576.06	(59.53)	516.53
Caterpillar Financial Services	NOTE	2.400	06/06/22	3,499.99	3,600.00	-	499.99	600.00	175.88	775.88
Cisco Systems Inc	NOTE	3.000	06/15/22	3,665.83	3,975.00	-	353.33	662.50	(70.16)	592.34
Treasury Note	NOTE	2.000	07/31/22	9,525.82	-	-	11,926.63	2,400.81	461.98	2,862.79
Procter & Gamble Company	NOTE	2.150	08/11/22	1,149.65	-	-	1,463.19	313.54	(65.79)	247.75
Burlington Northern Santa Fe LLC	NOTE	3.050	09/01/22	1,715.63	-	474.44	2,795.83	605.76	(56.23)	549.53
John Deere Capital Corp	NOTE	2.150	09/08/22	1,487.08	-	-	2,024.60	537.52	209.45	746.97
Merck & Co Inc	NOTE	2.400	09/15/22	1,646.67	-	-	2,296.67	650.00	145.41	795.41
Treasury Note	NOTE	1.875	09/30/22	3,890.88	-	-	5,836.32	1,945.44	529.97	2,475.41
FNMA	NOTE	2.000	10/05/22	3,111.11	-	-	4,777.78	1,666.67	(265.98)	1,400.69
Bank of America Corp	NOTE	3.300	01/11/23	4,876.66	-	-	5,921.66	1,045.00	12.76	1,057.76
Federal National Mortgage Assoc	NOTE	2.375	01/19/23	12,191.66	-	3,486.63	18,703.13	3,024.84	(940.91)	2,083.93
JP Morgan Chase & CO	NOTE	3.200	01/25/23	4,760.00	-	-	5,893.34	1,133.34	(130.80)	1,002.54
Treasury Note	NOTE	2.375	01/31/23	11,113.45	-	-	13,914.40	2,800.95	(900.63)	1,900.32



Burbank-Glendale-Pasadena Airport Authority - PFC Account										
Earnings Report										
12/01/19-12/31/19										
Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Acct For Period	Adjusted Total Int. Earned
IBM Corp	NOTE	3.000	02/06/23	2,156.25	-	1,141.67	3,927.08	629.16	3.61	632.77
Unitedhealth Group Inc	NOTE	2.750	02/15/23	2,429.16	-	-	3,116.67	687.51	(7.28)	680.23
Pepsico Inc.	NOTE	2.750	03/01/23	2,062.51	-	-	2,750.00	687.49	(249.16)	438.33
Treasury Note	NOTE	2.750	04/30/23	936.81	-	6,771.12	8,899.72	1,191.79	(500.96)	690.83
Public Service Electric And Gas	NOTE	2.375	05/15/23	290.28	-	-	834.55	544.27	(24.09)	520.18
Simon Property Group LP	NOTE	2.750	06/01/23	3,575.00	3,575.00	-	595.83	595.83	54.24	650.07
Treasury Note	NOTE	2.875	09/30/23	6,818.30	-	3,507.34	13,697.49	3,371.85	(1,338.41)	2,033.44
Citibank NA	NOTE	3.650	01/23/24	3,893.33	-	-	4,805.83	912.50	(128.89)	783.61
Honeywell International Inc	NOTE	2.300	08/15/24	1,082.92	-	862.50	2,284.03	338.61	(62.44)	276.17
<b>Subtotal</b>				<b>\$ 246,587.45</b>	<b>\$ 63,533.18</b>	<b>\$ 16,482.42</b>	<b>\$ 286,333.27</b>	<b>\$ 86,796.58</b>	<b>\$ 1,319.18</b>	<b>\$ 88,115.76</b>
<b>CASH EQUIVALENTS</b>										
Cash Interest				-	305.44	-	-	305.44	-	305.44
<b>Subtotal</b>				<b>\$ -</b>	<b>\$ 305.44</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 305.44</b>	<b>\$ -</b>	<b>\$ 305.44</b>
<b>TOTAL</b>				<b>\$ 246,587.45</b>	<b>\$ 63,838.62</b>	<b>\$ 16,482.42</b>	<b>\$ 286,333.27</b>	<b>\$ 87,102.02</b>	<b>\$ 1,319.18</b>	<b>\$ 88,421.20</b>

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

**SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS  
MONTH AND SIX MONTHS ENDED DECEMBER 31, 2019 & 2018**

	Monthly Performance					December 2019	Fiscal YTD Performance (July 2019 - December 2019)				
	A	B	C	D	E		F	G	H	I	J
	Actual \$ Dec 2019	Budget Dec 2019	Actual \$ Prior Year Dec 2018	Note	Variance Actual Vs. Budget		Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
<b>OPERATING ACTIVITY</b>											
<b>CASH RECEIPTS FROM OPERATIONS</b>											
1	\$411,086	\$406,250	\$359,142	(2)	\$4,836	Landing/Fuel Fees	\$2,625,271	\$2,437,500	\$2,266,175	(2)	\$187,771
2	1,922,773	1,651,173	1,700,708	(3)	271,600	Parking Fees	11,986,172	10,895,917	11,081,999	(3)	1,090,255
3	1,131,155	1,075,108	1,151,398	(4)	56,047	Rental Receipts - Terminal Building	7,538,619	6,450,648	6,790,164	(4)	1,087,971
4	1,164,781	1,099,059	1,063,369	(5)	65,722	Rental Receipts - Other Buildings	6,788,546	6,594,354	6,322,058	(5)	194,192
5	473,666	341,667	332,085	(6)	131,999	Ground Transportation	2,731,387	2,050,002	1,840,369	(6)	681,385
6	281,505	20,417	103,974	(7)	261,088	Other Receipts	584,956	122,502	868,535	(7)	462,454
7	279,492	274,167	386,317	(8)	5,325	Investment Receipts - Treasurer/Other Interest Earned	2,105,164	2,045,002	1,862,571	(8)	60,162
8	\$5,664,458	\$4,867,841	\$5,096,993	(1)	\$796,617		\$34,360,115	\$30,595,925	\$31,031,871	(1)	\$3,764,190
<b>CASH DISBURSEMENTS FROM OPERATIONS</b>											
9	(\$72,358)	(\$103,310)	(\$59,853)	(10)	\$30,952	Administrative Supplies & Costs	(\$551,160)	(\$652,860)	(\$516,743)	(10)	\$101,700
10	(319,205)	(333,032)	(274,690)	(11)	13,827	Operating Supplies & Maintenance	(2,148,045)	(2,185,863)	(1,787,893)	(11)	37,818
11	(2,331,422)	(2,589,634)	(2,026,642)	(12)	258,212	Contractual Operating Costs	(14,091,989)	(14,870,729)	(11,709,219)	(12)	778,740
12	(335,682)	(338,067)	(128,917)	(13)	2,385	Contractual Professional Services	(3,307,624)	(3,348,402)	(2,625,744)	(13)	40,778
13	(619,137)	(622,485)	(554,696)	(14)	3,348	Wages & Benefits	(3,044,538)	(3,157,425)	(2,718,189)	(14)	112,887
14	(130,148)	(151,250)	(76,002)	(15)	21,102	Other Operating Costs	(492,312)	(616,499)	(615,061)	(15)	124,187
15	(380,688)	(380,688)	(380,292)		0	Bond Debt Service - 2015 Bonds	(2,284,128)	(2,284,128)	(2,281,752)		0
16	0	0	0	(16)	0	Parking Tax	(1,248,952)	(1,190,000)	(1,183,147)	(16)	(58,952)
17	(\$4,188,640)	(\$4,518,466)	(\$3,501,092)	(9)	\$329,826		(\$27,168,748)	(\$28,305,906)	(\$23,437,748)	(9)	\$1,137,158
<b>INCREASE (DECREASE) IN CASH FROM OPERATIONS</b>											
18	\$1,475,818	\$349,375	\$1,595,901		\$1,126,443		\$7,191,367	\$2,290,019	\$7,594,123		\$4,901,348
<b>FACILITY IMPROVEMENT / NOISE MITIGATION TRANSACTIONS</b>											
<b>CASH DISBURSEMENTS</b>											
19	(\$158)	(\$40,000)	(\$151)	(17)	\$39,842	Sound Insulation Program Costs	(\$948)	(\$240,000)	(\$3,385)	(17)	\$239,052
20	(308,767)	(1,108,750)	(1,442,661)	(18)	799,983	Other Facility Improvement Program Project Costs	(3,857,760)	(5,892,500)	(3,836,604)	(18)	2,034,740
	(\$308,925)	(\$1,148,750)	(\$1,442,812)		\$839,825		(\$3,858,708)	(\$6,132,500)	(\$3,839,989)		\$2,273,792
<b>CASH RECEIPTS FROM FUNDING SOURCES</b>											
21	\$0	\$32,236	\$0	(17)	(\$32,236)	FAA Grants - Sound Insulation Program	\$0	\$193,416	\$0	(17)	(\$193,416)
22	140,828	147,605	97,893	(19)	(6,777)	FAA Grants - Facility Improvement Program	2,256,274	2,400,722	427,135	(19)	(144,448)
23	0	0	0	(20)	0	Other Grants	1,853	0	12,195	(20)	1,853
24	0	493,274	0	(21)	(493,274)	Passenger Facility Charge Receipts/Reserves	0	1,749,552	0	(21)	(1,749,552)
25	0	0	25,187		0	Facility Development Fund (Authority Reserves)	0	0	434,782		0
26	\$140,828	\$673,115	\$123,080		(\$532,287)		\$2,258,127	\$4,343,690	\$874,112		(\$2,085,563)
<b>INCREASE (DECREASE) - FACILITY / NOISE MITIGATION TRANSACTIONS</b>											
27	(\$168,097)	(\$475,635)	(\$1,319,732)		\$307,538		(\$1,600,581)	(\$1,788,810)	(\$2,965,877)		\$188,229
<b>NET ACTIVITY VS. BUDGET</b>											
28	\$1,307,721	(\$126,260)	\$276,169		\$1,433,981		\$5,590,786	\$501,209	\$4,628,246		\$5,089,577
<b>LESS USE OF AUTHORITY RESERVES</b>											
29	\$0	\$0	(\$25,187)		\$0		\$0	\$0	(\$434,782)		\$0
<b>NET INCREASE (DECREASE) IN CASH - TOTAL (see note below)</b>											
30	\$1,307,721	(\$126,260)	\$250,982		\$1,433,981		\$5,590,786	\$501,209	\$4,193,464		\$5,089,577

## BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

### NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND SIX MONTHS ENDED DECEMBER 31, 2019 & 2018

#### General Comments

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

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

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

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

The FY 2020 Capital Program expenditures are primarily funded by the following sources:

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

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

A Supplemental Schedule of Cash Receipts and Disbursements reflecting the activities related to the Series 2012 Bond debt service and repayment to the Authority of the loans provided to the Rent-A-Car Companies ("RACs") for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

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

Cash receipts from operations are ahead of budget FYTD December. On an accrual basis, operating revenues are favorably ahead of budget FYTD December by \$4,396,865. See notes 2 through 8 for additional information regarding operating receipts.

#### NOTE (2) – Landing/Fuel Fees

Landing Fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of \$0.05 a gallon to non-signatory air carriers for fuel loaded at BUR. On an accrual basis, Landing Fees combined with Fuel Flowage Fees are ahead of budget by \$271,796 FYTD December.

#### NOTE (3) – Parking Fees

Parking fee revenues performed ahead of the budget forecast. Accrual basis Parking Fees are \$1,114,470 ahead of budget FYTD December.

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

Terminal Building rental receipts exceed the budget FYTD December due to additional concession revenues received above the minimum annual guarantee. Accrual basis Terminal Building rents are \$1,069,035 ahead of budget FYTD December. The positive FYTD December passenger growth of 17.76% has contributed to achieving the favorable performance results.

(Continued)

## BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

### NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND SIX MONTHS ENDED DECEMBER 31, 2019 & 2018

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

Other Buildings rental receipts are under budget FYTD December due to the timing of receipts. Accrual basis Other Building receipts are \$129,213 ahead of budget FYTD December.

**NOTE (6) – Ground Transportation**

This category consists of off-airport access fees and TNC activity. Ground Transportation receipts exceed the budget FYTD December. Accrual basis Ground Transportation receipts are \$731,517 ahead of budget FYTD December primarily due to TNC activity.

**NOTE (7) – Other Receipts**

This category consists primarily of film location revenues. FYTD December Other Receipts include a rent deposit of \$141,697 from Avalon Capital Group for the lease of Hangar 38. Accrual basis Other Receipts are \$389,528 ahead of budget FYTD December.

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

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes, the timing of coupon payments and individual investment maturities. Accrual basis investment income exceeds the budget by \$691,306 FYTD December.

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

Overall operating disbursements are favorably under budget FYTD December. On an accrual basis operating disbursements are favorably within budget parameters. See additional information on operating disbursements in notes 10 through 16.

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

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

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

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

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

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

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

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

(Continued)

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

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

**MONTH AND SIX MONTHS ENDED DECEMBER 31, 2019 & 2018**

**NOTE (14) – Wages and Benefits**

Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the impact of the terms of the Memorandum of Understanding effective February 2017. Wages and Benefits include overtime for film location services which are recovered through the related film revenue.

**NOTE (15) – Other Operating Costs**

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

**NOTE (16) – Parking Tax**

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. The January 2020 remittance, in the amount of \$640,827, covers parking activity for the months of October, November and December 2019.

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

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

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

Other Facility Improvement Program Projects costs are under budget FYTD December by \$2,034,740 due to the timing of expenditures of certain projects.

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

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

**NOTE (20) – Other Grants**

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

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

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

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**SUPPLEMENT SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**  
**REGIONAL INTERMODAL TRANSPORTATION CENTER / CONSOLIDATED RENTAL CAR FACILITY PAYMENTS AND COLLECTIONS**  
**MONTH AND SIX MONTHS ENDED DECEMBER 31, 2019 & 2018**

	Monthly Performance					December 2019	Fiscal YTD Performance (July 2019 - December 2019)				
	A	B	C	D	E		F	G	H	I	J
	Actual \$ Dec 2019	Budget Dec 2019	Actual \$ Prior Year Dec 2018	Note	Variance Actual Vs. Budget		Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
31	\$522,053	\$477,083	\$462,642	(1)	\$44,970	Customer Facility Charge Receipts	\$3,224,761	\$2,862,498	\$2,882,762	(1)	\$362,263
32	87,770	32,251	111,139	(2)	55,519	Facility Rent	428,458	193,506	510,796	(2)	234,952
33	(486,417)	(486,417)	(486,409)		0	Payments to Bond Trustee for 2012 Bond Debt Service	(2,918,502)	(2,918,502)	(2,918,454)		0
34	(62,368)	(22,917)	(44,419)	(3)	(39,451)	Loan Principal Repayments to the Authority	(220,055)	(137,502)	(204,148)	(3)	(82,553)
35	<u>\$61,038</u>	<u>\$0</u>	<u>\$42,953</u>	(4)	<u>\$61,038</u>		<u>\$514,662</u>	<u>\$0</u>	<u>\$270,956</u>	(4)	<u>\$514,662</u>

**General Comments**

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

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

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

CFCs of \$6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service. CFCs received FYTD December exceeded the budget due to better than expected car rental activity.

**Note (2) – Facility Rent**

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

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

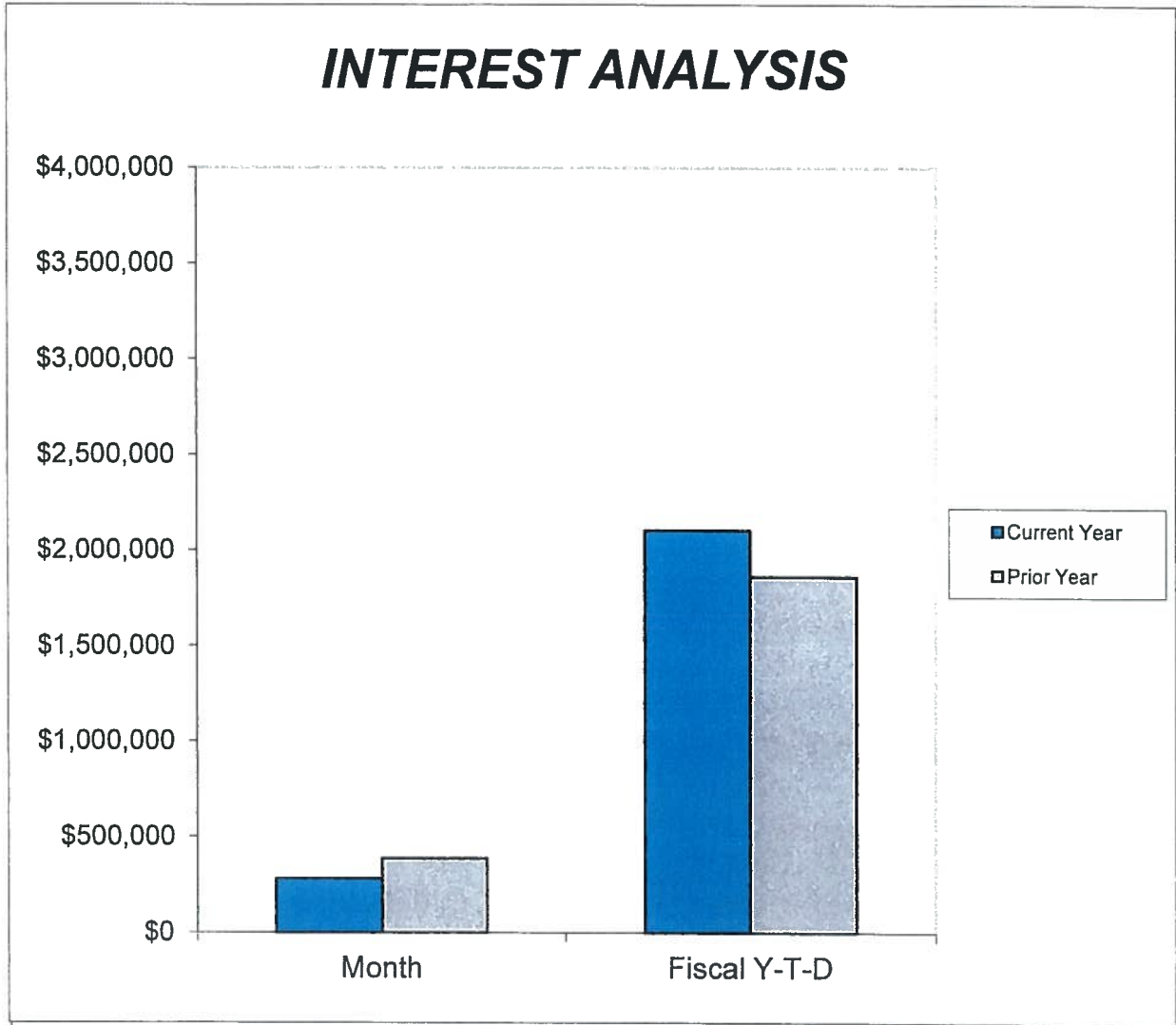
Repayments of the loan principal to the Authority from the Rent-A-Car Companies exceed the budget FYTD December due to timing of receipts. The principal portion of the payment will be deposited as reimbursement to the Authority's Facility Development Fund. The interest portion of the loan repayment is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

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

A positive amount in this line indicates that cash has been received above the required payment obligations. At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses under the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the Rent-A-Car Companies.

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

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



	December 2019	December 2018
<b>Interest Receipts - - Month</b>	<b>\$279,492</b>	<b>\$386,317</b>
<b>Interest Receipts - - Fiscal Y-T-D</b>	<b>\$2,105,164</b>	<b>\$1,862,571</b>
<b>Month End Portfolio Balance</b>	<b>\$234,879,448</b>	<b>\$224,861,787</b>
<b>Yield to Maturity</b>	<b>1.72%</b>	<b>2.66%</b>

**Supplement to the December 2019 Treasurer's Report**

**FYTD December 2019 Cash Disbursements**

**Facility Improvement / Noise Mitigation Transactions**



<b>BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY</b>					
<b>FY 2020 Cash Disbursements - Facility Improvement / Noise Mitigation Transactions</b>					
PROJECT DESCRIPTION	Annual Budgeted Cost	FYTD 2020 (Dec 2019) Budgeted Cost	FYTD 2020 (Dec 2019) Cash Basis Cost	FYTD 2020 (Dec 2019) Budget Variance Fav. / (Unfav.)	Project Status FYTD - December 2019
<b>BUILDING IMPROVEMENTS</b>					
Terminal High Voltage Electrical Upgrades	250,000	120,000	26,153	93,847	Project under review
Minor Building Improvements	250,000	80,000	64,668	15,332	On going projects
Building #36 Server Room Upgrade	-	-	182,560	(182,560)	Final costs - project completed
Maintenance Bldg. Electrical Upgrade	-	-	11,468	(11,468)	FY 2019 accrued costs - project completed
Terminal B Security Checkpoint Upgrade	-	-	150,515	(150,515)	FY 2019 accrued costs - project completed
<b>TOTAL BUILDING IMPROVEMENTS</b>	<b>\$ 500,000</b>	<b>\$ 200,000</b>	<b>\$ 435,364</b>	<b>\$ (235,364)</b>	
<b>OTHER IMPROVEMENTS</b>					
Terminal Baggage Phase 2 (TSA OTA)	\$ -	\$ -	\$ (379,665)	\$ 379,665	TSA reimbursement - FY 2019 expenditures
<b>TOTAL OTHER IMPROVEMENTS</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (379,665)</b>	<b>\$ 379,665</b>	
<b>IT / COMMUNICATIONS / SECURITY</b>					
IT Infrastructure Equipment	\$ 175,000	\$ 105,000	\$ 27,401	\$ 77,599	On going project
DVSS Camera Replacement	100,000	85,000	51,615	33,385	On going project
<b>TOTAL IT / COMMUNICATIONS / SECURITY</b>	<b>\$ 275,000</b>	<b>\$ 190,000</b>	<b>\$ 79,016</b>	<b>\$ 110,984</b>	
<b>EQUIPMENT</b>					
Verdugo Dispatch Communications Upgrades	\$ 175,000	\$ 160,000	\$ 74,867	\$ 85,133	To be completed FY 2020
Public Safety Radio Replacement (APD)	370,000	50,000	-	50,000	Acquisition mid FY 2020
Airfield Maintenance Equipment	455,000	-	-	-	Pending award of PFC Funding
ARFF Truck Replacement (bid process)	10,000	-	-	-	Bid process 2nd half FY 2020
<b>TOTAL EQUIPMENT</b>	<b>\$ 1,010,000</b>	<b>\$ 210,000</b>	<b>\$ 74,867</b>	<b>\$ 135,133</b>	
<b>RUNWAY / TAXIWAY / ROADWAY PROJECTS</b>					
Taxiway A Rehabilitation - Construction	\$ 2,250,000	\$ 2,180,000	\$ 2,063,432	\$ 116,568	Project to be completed in FY 2020
Airfield Lighting System Rehabilitation	1,600,000	410,000	80,786	329,214	On going project
Taxilane A Rehabilitation	1,500,000	235,000	-	235,000	To commence 2nd half FY 2020
Twy D7 Connector, Twy G & Infield Rehab	675,000	75,000	-	75,000	To commence 2nd half FY 2020
Airside Paving Replacement	620,000	335,000	30,827	304,173	Project to be completed in FY 2020
Airfield Lighting Vault Replacement - Design	400,000	105,000	10,510	94,490	On going project
Delta Ramp Rehab & Expansion - Design	200,000	50,000	190	49,810	To commence 2nd half FY 2020
Landside Paving Replacement	310,000	40,000	16,829	23,171	On going project
Public Parking Lot Improvements	300,000	80,000	3,045	76,955	To commence 2nd half FY 2020
RPZ Land Acquisition - Hollyona Property	3,000,000	120,000	78,591	41,409	Completion by fiscal year end
Terminal Ramp Rehabilitation	-	-	9,310	(9,310)	FY 2019 accrued costs - project completed
Taxiways C & D; GA Ramp Rehabilitation	-	-	253,784	(253,784)	FY 2019 accrued costs - project completed
<b>TOTAL RUNWAY/TAXIWAY/ROADWAY</b>	<b>\$ 10,855,000</b>	<b>\$ 3,630,000</b>	<b>\$ 2,547,304</b>	<b>\$ 1,082,696</b>	
<b>NOISE MITIGATION</b>					
Residential Acoustical Treatment Program	\$ 500,000	\$ 240,000	\$ 948	\$ 239,052	Pending award of FAA grant
<b>TOTAL NOISE MITIGATION</b>	<b>\$ 500,000</b>	<b>\$ 240,000</b>	<b>\$ 948</b>	<b>\$ 239,052</b>	
<b>DEVELOPMENT</b>					
Replacement Terminal Development	\$ 2,985,000	\$ 1,492,500	\$ 901,603	\$ 590,897	Ongoing including FY 2019 accrued costs
Transportation Planning	-	-	63,900	(63,900)	Ongoing - to be reimbursed by Metro
<b>TOTAL DEVELOPMENT</b>	<b>\$ 2,985,000</b>	<b>\$ 1,492,500</b>	<b>\$ 965,503</b>	<b>\$ 526,997</b>	
<b>O &amp; M CAPITAL</b>	<b>\$ 550,250</b>	<b>\$ 170,000</b>	<b>\$ 135,371</b>	<b>\$ 34,629</b>	Lower value O & M projects - ongoing
<b>TOTAL</b>	<b>\$ 16,675,250</b>	<b>\$ 6,132,500</b>	<b>\$ 3,858,708</b>	<b>\$ 2,273,792</b>	

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
MARCH 16, 2020**

**FEDERAL AVIATION ADMINISTRATION  
ON-AIRPORT LAND LEASE (BURBANK AIR TRAFFIC CONTROL TOWER)  
LEASE NO. 690EG4-19-L-00109**

**SUMMARY**

At its February 18, 2020, special meeting the Finance and Administration Committee ("Committee") voted (2-0, 1 absent) to recommend that the Commission approve a proposed On-Airport Land Lease ("Lease"), a copy of which is attached, between the United States Government via the Federal Aviation Administration ("FAA") and the Burbank-Glendale-Pasadena Airport Authority ("Authority") for a period of twenty (20) years for the Burbank Air Traffic Control Tower ("ATCT") facility at the Airport.

**BACKGROUND**

Since 1989, the United States Government, through the FAA, has maintained the Burbank ATCT, currently located at 2821 Hollywood Way, to house equipment and personnel used to operate and provide air traffic control to and from the Airport. The ATCT leasehold, in its current configuration, occupies an area of approximately 45,104 square feet.

The existing lease between the Authority and FAA for the ATCT was executed in May 2009 for a period of ten-years expiring on September 30, 2019. The current lease maintains a "Holdover" provision in which the FAA retains possession of the premises with the lease continuing to be in effect on a month-to-month basis until either the FAA has entered into a new lease for the premises, acquired the premises from the Authority or vacated the lease premises. In consideration of the FAA establishing, operating and maintaining the leased premise at the Airport, there is no monetary consideration in the form of rent.

**DETAILS**

Key components of the proposed Lease are as follows:

Use:	Operation and Maintenance of the Air Traffic Control Tower
Premises:	2821 Hollywood Way, Burbank, CA 91505
Commencement:	October 1, 2019
Expiration:	September 30, 2039
Term:	Twenty (20) year term
Rent:	No rental cost

Termination: The FAA may terminate this Lease at any time, in whole or in part, by delivering a ninety (90) day notice specifying the effective date of the termination.

Utilities: FAA responsible for payment of all of its utility consumption.

**RECOMMENDATION**

At its February 18, 2020, special meeting, the Committee voted (2–0, 1 absent) to recommend that the Commission approve the On-Airport Land Lease for the ATCT premises with the FAA and authorize the President to execute same.

**ON-AIRPORT LAND LEASE**

**Between**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**And**

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

**Lease No.: 690EG4-19-L-00109  
(ATID) Facility: (BUR) ATCT  
City/State: BURBANK, CA**

**SECTION 1 - OPENING**

**6.1.1 Preamble (JAN 2018)**

This Lease is made and entered into by the Burbank-Glendale-Pasadena Airport Authority, hereinafter referred to as "Airport" or "Lessor", for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the "FAA".

For purposes of this Lease, the terms Contractor and Lessor are interchangeable with each other.

**6.1.2 Succeeding Lease (JAN 2015)**

This Lease succeeds Lease No. DTFAWP-09-L-00017 and all other previous agreements between the parties for the leased property described in this document.

**6.1.3 Witnesseth (JAN 2015)**

The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

**6.1.4-1 Premises (JAN 2018)**

The Lessor hereby leases to the FAA the following described property, hereinafter referred to as the premises:

That portion of Lot "A" of tract No. 3008, in the City of Burbank, County of Los Angeles, State of California as per map recorded in book 34 page 71 of maps in the office of the county recorder of said county, described as follows:

Beginning at the intersection of the centerlines of Hollywood Way (100.00 feet wide) and Winona Avenue (80.00 feet wide); thence North 89° 01' 33" West 1610.28 feet along the easterly prolongation of the southerly line of said Lot "A", being the centerline of Winona Avenue, vacated by the City of Burbank, by Resolutions No. 1965 on June 18, 1941 and No. 1032 on March 26, 1929 and further being that certain course in the boundary of the property conveyed to the Burbank-Glendale-Pasadena Airport Authority, formerly known as the Hollywood-Burbank Airport Authority by deed recorded as document No. 78-704352 on June 29, 1978 in the office of said county recorder described in said deed as being the northerly line of the southeast 1\4 of Section 4, Township 1 North, Range 14 West, San Bernardino Meridian to the True Point of Beginning; thence

North 89° 01' 33" West 65.33 feet; thence  
North 0° 58' 27" East 52.00 feet; thence  
North 89° 01' 33" West 106.67 feet; thence  
North 0° 58' 27" East 243.00 feet; thence  
South 89° 01' 33" East 172.00 feet; thence  
South 0° 58' 27" West 295.00 feet back to the True Point of Beginning.

(See Lease Description Plot Plan attached as Exhibit "A")

A. Together with a right-of-way for ingress to and egress from the premises for FAA employees, their agents and assigns; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, shall be reasonably determined by the FAA as the most convenient route.

B. And the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of FAA facilities.

C. And the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased. All alterations and additions are and will remain the property of the FAA.

## **SECTION 2 - TERMS**

### **6.2.5 Term (AUG 2002)**

To have and to hold, for the term commencing on October 1, 2019 and continuing through September 30, 2039 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

#### **6.2.6 Consideration - No Cost (JAN 2018) -**

The FAA shall pay the Airport no monetary consideration in the form of rental. It is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation and maintenance of facilities upon the premises hereby leased.

#### **6.2.7 Cancellation (JAN 2017)**

The FAA may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the FAA. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 90 days before the effective termination date.

#### **6.2.14 Holdover (JUL 2017)**

If after the expiration of the Lease, the FAA shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the FAA shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

#### **6.2.16 Lessor's Successors (JUL 2017)**

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

### **SECTION 3 - GENERAL CLAUSES**

#### **3.2.5-1-RE Officials Not to Benefit (OCT 1996)**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

#### **3.3.1-15-RE Assignment of Claims (OCT 1996)**

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign its rights to be paid under this lease.

#### **6.3.5 Title To Improvements (APR 2005)**



Title to the improvements constructed for use by the FAA during the life of this Lease shall be in the name of the FAA.

### **6.3.6 Funding Responsibility for FAA Facilities (JAN 2017)**

The Airport agrees that any and all Airport requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Airport improvements or changes will be at the expense of the Airport. In the event that the Airport requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Airport will immediately correct the interference issues at the Airport's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Lease Agreement.

### **6.3.18-3 Restoration (JUL 2017)**

A. The FAA shall surrender possession of the premises upon the date of expiration or termination of this Lease. If the Lessor provides written notice, prior to the date of expiration or termination, requesting restoration of the premises, the FAA at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either:

1. Restore the premises to as good condition as that existing at the time of the FAA's initial entry upon the premises under this Lease or any preceding lease (ordinary wear and tear, damage by natural elements and by circumstances over which the FAA has no control, excepted) or,
2. The FAA may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement with the owner, so long as it is determined by the RECO to be in the best interests of the FAA or,

B. In the event that the FAA has to make payment under this clause, such payments will not exceed appropriations available at the time of the restoration in violation of the Anti-Deficiency Act.

C. Nothing in this Lease may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet the deficiencies.

### **6.3.25 Quiet Enjoyment (OCT 1996)**

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the FAA's use and enjoyment of said premises against third party claims.

### **6.3.28-2 Interference with FAA Operations (JAN 2017)**

The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or nature within the Airport's boundaries that the FAA determines may interfere with the proper operation of the facilities installed by the FAA. The FAA and the Airport agree that such action(s) would not be in the best interest of the Airport or the FAA.

### **6.3.33 Covenant Against Contingent Fees (AUG 2002)**

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the FAA shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

### **6.3.34 Anti-Kickback - Real Property (JAN 2017)**

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

### **6.3.35 Examination of Records (AUG 2002)**

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this lease have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this lease.

### **6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)**

A. The FAA agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Lease. Based on a written demand received by the RECO, the FAA will review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or



desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the FAA under this Lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the FAA under this Lease so long as the FAA is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the FAA will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this Lease, so as to establish direct privity of estate and contract between FAA and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the FAA; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the FAA's rights as a sovereign.

#### **6.3.37 Notification of Change in Ownership or Control of Land (JAN 2018)**

If the Owner sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the FAA shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Lessor or Lessor's heirs, representatives, assignees, or trustees shall provide the FAA copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

#### **6.3.39 Integrated Agreement (OCT 1996)**

This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Lease.

#### **6.3.45 Contract Disputes (Real Property) (JAN 2018)**

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70  
Federal Aviation Administration  
800 Independence Avenue, S.W., Room 323  
Washington, DC 20591  
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the Lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

## **SECTION 4 - FINANCIAL CLAUSES**

### **6.4.1 System for Award Management - Real Property - SAM Waiver (JAN 2017)**

The System for Award Management (SAM) is the FAA's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

### **6.4.2 Payment by Electronic Funds Transfer (JAN 2017)**

All payments by the FAA under this Lease will be made by electronic funds transfer (EFT). The FAA will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the FAA. If the Lessor's EFT information is incorrect or outdated, the FAA is not required to make payments to the Lessor until correct/current EFT information is submitted to the FAA for payment distribution.

**SECTION 5 - DESIGN AND CONSTRUCTION CLAUSES – N/A**

**SECTION 6 - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS  
CLAUSES – N/A**

**SECTION 7 - SERVICES, UTILITIES, AND MAINTENANCE CLAUSES**

**6.7.7 Utility Lines and Consumption (JAN 2017)**

The FAA will need to obtain electrical, water and sewer services from Burbank Water and Power, and pay for such services directly to Burbank Water and Power. The Airport will not be obligated to install any utility lines or meters, and will not be responsible for interruptions of services (as the services are provided by Burbank Water and Power, not the Airport).

**SECTION 8 - ENVIRONMENTAL OCCUPATIONAL SAFETY AND HEALTH  
CLAUSES**

**6.8.1 Hazardous Substance Contamination (JUL 2017)**

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this Lease. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U.S. FAA harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.

**SECTION 9 - SECURITY CLAUSES – N/A**

**SECTION 10 - CLOSING**

**6.10.1 Notices (JUL 2017)**

All notices/correspondence shall be in writing, referencing to the Lease number, and be addressed as follows:

TO THE LESSOR:  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505

TO THE FAA:  
Federal Aviation Administration  
Real Estate & Utilities Group

2200 S. 216<sup>th</sup> Street  
Des Moines, WA, 98198

**6.10.3 Signature Block (JUL 2017)**

This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

By: \_\_\_\_\_

Print Name: BRYANA PUGH

Title: Real Estate Contracting Officer

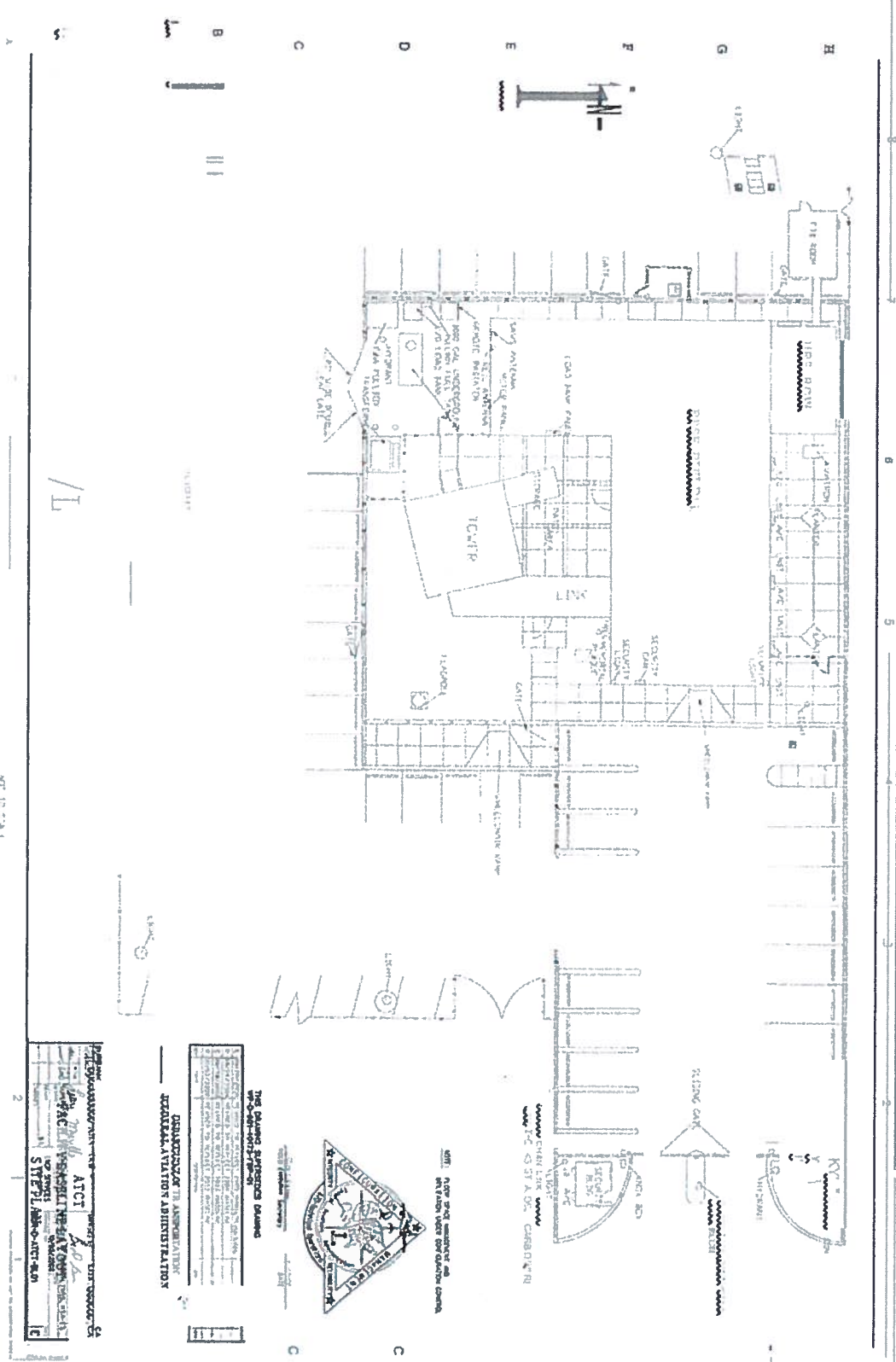
Date: \_\_\_\_\_

**SECTION 11 - ATTACHMENTS**

*Attachment List*

Attachment Number	Title	Date	Number of Pages
1	EXHIBIT "A" Lease Description Plot Plan		1
2	PUBLIC AUTHORIZATION CERTIFICATE		1

EXHIBIT "A" to Lease# 690EG4-19-L-00109



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
MARCH 16, 2020**

**MEMORANDUM OF UNDERSTANDING  
BURBANK AIRPORT POLICE OFFICER ASSOCIATION**

**SUMMARY**

This item seeks Commission authorization to execute a replacement Memorandum of Understanding ("MOU") with the Burbank Airport Police Officers Association ("BAPOA") and approve the changes in compensation and benefits contained therein. The MOU will be effective retroactively to February 1, 2020, and will expire on January 31, 2023.

**BACKGROUND**

In January 2017, the Commission approved an MOU with BAPOA for a term of three years from February 1, 2017 to January 31, 2020, covering terms, conditions and compensation. Prior to this recently expired MOU, the Commission had approved a three-year MOU covering the same items from February 1, 2014, to January 31, 2017.

The proposed MOU contains the last authorized offer from the Commission of a 3% annual wage increase over the term of the MOU, an increase in Certificate pay by certificate level, employer contribution to an officer's voluntary participation in retirement program and adjusting the applicable time period for a graveyard pay differential. The proposed MOU was presented to BAPOA on February 20<sup>th</sup> and ratified by a majority vote of its members on March 1, 2020.

**RECOMMENDATION**

It is recommended that the Commission approve the attached MOU with the BAPOA and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
MARCH 16, 2020**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR  
PARKING LOTS RECONFIGURATION DESIGN PROJECT**

**SUMMARY**

At its February 18, 2020, special meeting, the Operations and Development Committee ("Committee") voted unanimously (3–0) to recommend that the Commission:

- Award a Professional Services Agreement for design and construction administration services in the amount of \$93,900 to Valued Engineering, Inc.;
- Approve a project budget for in-house design management services for a not-to-exceed amount of \$15,000; and
- Approve a project aggregate contingency of \$15,000 to address changes in scope of design and engineering services resulting from information developed as part of the initial design development.

**PROJECT DESCRIPTION**

Staff has identified the need to reconfigure or modify existing parking areas in order to provide additional self-park spaces within walking distance of the terminals and seeks to engage a qualified consulting firm to provide construction ready drawings. The project will further efforts to accommodate upcoming changes in parking specifically related to the expected closure of Economy Lot A within the next eighteen months and provide for better utilization of existing parking lots.

Project includes opening approximately 600 self-park stalls in existing Lot D. A new entrance driveway and associated parking access control equipment will be required to open the lot to the public. Access to the lot will be directly from Hollywood Way eliminating any additional congestion associated with those intending to park in Lot D along the terminal curb front. Opening Lot D will also allow for the reconfiguration of existing Lot G. Lot G will become nested with Lot D and the existing Lot G entry and exit will serve as an exit only for both Lot D and Lot G.

The existing surface parking lot just south of Terminal B is utilized as part of the Valet operation for car storage. The current configuration provides approximately 2,400 stalls total for valet storage. Even during the busiest periods there are typically more than 1,000 available stalls within the valet storage lots. Another element of the project includes adding entrance and exit driveways, fences and associated parking access control equipment to convert approximately 800 of the underutilized valet storage stalls to 500 self-parking stalls.

Also included in the design will be the analysis and design of an extended ride share lane to accommodate the growing demand for curb space for these operators.

The design process will identify the most suitable and cost-effective modifications considering ease of entry and exit in the surface parking areas, stall layout design, ADA stall requirements, access control, fencing, signage, and electric vehicle charging stations.

**PROCUREMENT**

Staff publicly solicited responses to a combined Request for Qualifications/Request for Proposals (“RFQ/RFP”) on the Authority’s PlanetBids e-procurement website, and publicly advertised the competitive opportunity on the ACI-NA and AAAE websites, and placed announcements in the Burbank, Glendale, and Pasadena City Halls. Staff received three responses from qualified engineering firms. Those three firms, listed alphabetically, are:

- JMC<sup>2</sup>
- Valued Engineering, Inc.
- Walker Consultants

**PROPOSAL EVALUATIONS**

The written responses were individually evaluated by four Airport staff and were given a score based upon four selection criteria. The maximum possible score available was 100 points:

- SC-1 Parking Lot Design Experience (20 points)
- SC-2 Project Team (20 points)
- SC-3 Project Understanding (20 points)
- SC-4 Price (40 points)

The average scores are presented in the table below:

		SC-1	SC-2	SC-3	SC-4	Total
<b>Max Points Possible</b>	PRICE	20	20	20	40	<b>100</b>
<b>JMC<sup>2</sup></b>	\$110,115	15	16	17	34	<b>82</b>
<b>Valued Engineering, Inc.</b>	\$93,900	13	15	17	40	<b>85</b>
<b>Walker Consultants</b>	\$225,000	17	19	18	17	<b>71</b>



## DESIGN MANAGEMENT AND CONTRACT ADMINISTRATION

Project design phase management is proposed to be performed by the Engineering Department for a not-to-exceed amount of \$15,000. Engineering staff will oversee the design process and provide constructability review to ensure the project is compatible with the Authority's requirements.

## OPERATIONAL IMPACTS

The field research required to complete the project will have negligible operational impacts. The consultant's visits on site are expected to be accompanied by either Parking or Engineering staff.

## FUNDING

The FY 2020 Facility Improvement Program Budget includes \$300,000 for Public Parking Lot Improvements specifically associated with recommissioning Lot D. This value represented the anticipated FY spend (full design and some construction costs) associated with Lot D recommissioning. The current schedule delays construction to the next fiscal year. Thus, approximately \$175,000 of the FY 2020 budget will carry over to the proposed FY 2021 budget, plus additional funds will be proposed to cover the estimated balance of construction costs associated with Lot D recommissioning and the additional parking reconfiguration element and TNC Island Extension to be designed under the proposed PSA.

## PROJECTED COSTS:

Design – Valued Engineering, Inc.	\$ 93,900
Design Management/Contract Administration	15,000
Design Contingency	<u>15,000</u>
<b>Total</b>	<b><u>\$ 123,900</u></b>

## 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 the third quarter of 2020.

## RECOMMENDATION

At its February 18, 2020, special meeting, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission: (i) award a Professional Services Agreement for design and engineering services in the amount of \$93,900 to Valued Engineering, Inc. and authorization for the President to execute the same, (ii) approve a project budget for in-house design management services not to exceed \$15,000, and (iii) approve a project aggregate contingency of \$15,000 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  
MARCH 16, 2020**

**AWARD OF CONTRACT  
FOR  
ILS AND RAMP SIGNAGE PROJECT  
PROJECT NUMBER E19-01**

**SUMMARY**

At its special meeting on February 18, 2020, the Operations and Development Committee (“Committee”) voted unanimously (3–0) to recommend that the Commission:

- Award a Contract for ILS and Ramp Signage in the amount of \$430,478 to Royal Electric Company;
- Authorize a project budget for construction management, administration and quality assurance testing services for a not-to-exceed amount of \$40,000; and
- Authorize a project aggregate contingency of \$40,000 for unforeseen circumstances that may arise during construction.

**BACKGROUND**

Existing marking and signage on the airfield designate a “critical area” surrounding the Instrument Landing System (“ILS”) equipment which serves to restrict aircraft access to the pavement areas surrounding the equipment at specific times. The presence of aircraft on the ground within the designated ILS critical area can have an impact on the proper functioning of the equipment, thus it is important that while the ILS is active, taxiing aircraft remain outside the ILS critical area.

The FAA upgraded the ILS equipment in 2017. The upgraded ILS equipment has a smaller “critical area” thus the associated signage and markings can be relocated to minimize the restricted area and accurately reflect the new condition.

Also included in this project is the addition of aircraft parking ramp signage requested by the Air Traffic Control Tower (“ATCT”) to more clearly designate frequently used aircraft parking ramps at the Fixed Based Operator (“FBO”) ramp areas. The proposed signage will allow the ATCT to provide more specific directions to pilots which will reduce ambiguity in aircraft movement around the airfield and help pilots less familiar with the airfield navigate to the correct parking location.

**PROJECT DETAILS**

The scope of work includes relocating the current signage and striping to reflect the correct ILS critical area and the addition of five ramp identification signs. The proposed installation of new signs will impact five ramp entrances at the Airport’s two largest FBOs. The reduced size of the ILS critical area also allows for the removal of a current Modification to Standard (“MOD”) with the FAA. Special blue markings have historically been utilized to direct run-up traffic in the area adjacent the ILS critical area, and these markings will no longer be required.

## PROCUREMENT

Staff publicly solicited bids on the Authority's PlanetBids e-procurement website with one response received by Vellutini Corporation (d.b.a. "Royal Electric Company") for \$533,448. This single bid was \$143,515 higher than the Engineer's estimate.

Staff reviewed the registered bidders on PlanetBids to determine how many potential bidders could be expected to submit bids and identified three bidders. Staff also obtained a list of an additional nine potential bidders known to do work on airfield electrical systems and contacted them in order to determine whether a rebid would produce competition for this work. Several contractors responded and all noted that although they do work on airfield facilities, their area of expertise was not airfield lighting systems, or that they were not interested in bidding at this time.

Based on this response, Staff contacted Royal Electric Company to ascertain why their bid was higher than the Engineer's estimate. After discussions that clarified construction details, scope and phasing conditions, Staff was able to negotiate a reduction of \$102,970 off the original bid for a final total cost of \$430,478.

## SCHEDULE

The work will be scheduled to begin as soon as possible after the award and execution of the contract. Due to the lead time required for procurement of signage material the work is scheduled to be completed within one hundred and sixty (160) calendar days after a notice to proceed is issued to the contractor.

## OPERATIONS IMPACTS

The work will be performed predominantly at night with the work phased and coordinated with Operations and Ground Access to minimize any impacts to the Airport and the overnight parking ramp.

## FUNDING

This project will be funded from an approved amendment to PFC 13 for the continued rehabilitation of Airfield Lighting. This project is included in the FY 2020 Budget as a component of the \$1.6M for Airfield Lighting System Rehabilitation. A breakdown of the proposed project budget is as follows:

Planning and Design	\$ 25,000
Construction	430,478
Construction Management and Testing	40,000
<u>Project Aggregate Contingency</u>	<u>40,000</u>
Total	<u>\$535,478</u>

## RECOMMENDATION

At its special meeting on February 18, 2020, the Committee voted unanimously (3-0) to recommend that the Commission: (i) award a contract to Royal Electric Company in the amount of \$430,478 and authorization for the President to execute the same, (ii) approve a

-2-

project budget for construction management, administration and quality assurance testing services for a not-to-exceed amount of \$40,000, and (iii) approve a project aggregate contingency of \$40,000 to address any unforeseen circumstances that may arise during construction.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
MARCH 16, 2020**

**DEPARTMENT OF HOMELAND SECURITY  
TRANSPORTATION SECURITY ADMINISTRATION  
OTHER TRANSACTION AGREEMENT**

**SUMMARY**

At its special meeting on February 18, 2020, the Finance and Administration Committee (“Committee”) voted (2–0, 1 absent) to recommend that the Commission approve a modified Other Transaction Agreement (“OTA”) with the Department of Homeland Security, Transportation Security Administration (“TSA”), for reimbursement of electrical charges associated with areas used for baggage screening operations at the Airport.

**BACKGROUND**

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

Staff was notified in late December 2019, appropriations for Airport TSA janitorial costs was not approved by the TSA Office of Contracting and Procurement Division. Airport TSA staff confirmed appropriations were not approved. TSA is only authorized to reimburse the Authority for applicable electrical costs. While the janitorial services in the public checkpoints and baggage screening room are not being reimbursed, these services are needed to maintain a clean operating environment. Staff will continue to pursue reimbursement for janitorial services with TSA.

Staff conducted an analysis of the current cost attributed to TSA and requested an annual reimbursement for electrical usage in the amount of \$67,512.84. TSA delivered the attached OTA with an Obligated Amount in agreement with Staff’s analysis for a twelve-month period ending December 31, 2020.

As with other federal agency agreements at the Airport, the Authority is required to execute the document first. If the modified OTA is approved by the Commission, then upon execution and delivery of the document, a local representative of the TSA is authorized to execute the Agreement.

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## DETAILS

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

<u>Term:</u>	January 1, 2020 to December 31, 2020 or for as long as federal law requires TSA to perform screening functions at the Airport.
<u>Reimbursement:</u>	Total annual electrical reimbursement for the twelve-month period is \$67,512.84.
<u>Space:</u>	Space for conducting such screening operations is provided at no cost to TSA.

## BUDGET IMPACT

The proposed OTA will not reimburse the estimated annual janitorial cost of \$97,072.30 but will provide for full reimbursement of the electrical expense associated with the baggage screening operation.

## RECOMMENDATION

At its special meeting on February 18, 2020, the Committee voted (2-0, 1 absent) to recommend that the Commission approve the modified Other Transaction Agreement with the TSA and authorize the President to execute same.



Transportation  
Security  
Administration

**OTHER TRANSACTION AGREEMENT**

<b>OTA NUMBER:</b>		<b>REQUISITION NUMBER:</b>	
70T01020T9NCKP016		2120200CKP016	
<b>ISSUED TO:</b>		<b>ISSUED BY:</b>	
Burbank Glendale Pasadena Airport Authority Burbank Bob Hope Airport 2627 N. Hollywood Way Burbank, CA 91505-1062 Attn: Scott Kimball, Manager, Business & Property Phone: 818-565-1314 Email: <a href="mailto:SKimball@bur.org">SKimball@bur.org</a>  DUNS: 126078450 EIN: 953337732		Transportation Security Administration Office of Contracting and Procurement Workforce & Enterprise Operations Acquisition Division 601 S 12 <sup>th</sup> Street Arlington, VA 20598-6025 Contract Specialist: Victor Carden Phone: 571-227-4834 Email <a href="mailto:Victor.Carden@tsa.dhs.gov">Victor.Carden@tsa.dhs.gov</a>	
<b>PROGRAM TITLE</b>			
<p><b>Program:</b> Other Transaction Agreement (OTA) for Use of Space and Cost Reimbursement for TSA Security Checkpoint and Baggage Screening Areas.</p> <p><b>Five-Year OTA Period of Performance:</b> January 1, 2020 to December 31, 2024</p> <p><b>Current Period of Performance:</b> January 1, 2020 to December 31, 2020</p> <p><b>NAICS:</b> 488119 <b>PSC:</b> S112</p>			
<b>FISCAL DATA</b>			
<p><b>Accounting Line:</b> See page 3 for Accounting and Appropriation Data</p> <p><b>Total Estimated Five-Year OTA Value:</b> \$337,564.20</p> <p><b>Current Obligated Amount:</b> \$67,512.84</p>			
<b>PURPOSE</b>			
<p>The purpose of this OTA is to establish the terms and conditions for the use of space and obligate funding for the reimbursement of fixed electrical costs at the TSA security checkpoint and baggage screening areas at the Burbank Bob-Hope Airport (BUR).</p>			
<b>AUTHORIZED SIGNATURES</b>			
<p>IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.</p>			
Participant's Signature		Contracting Officer's Signature	
Date		Date	
		Sophia Woodward, Contracting Officer	
Typed Name and Title		Typed Name and Title	

**1. SCHEDULE OF ITEMS/PRICES**

Total estimated OTA value for the base year and four option years:

CLIN	Description.	Period of Performance	Qty	Unit	Pro-Rated Monthly Amount	Annual Amount
00001	Year One: Base OTA Period Fixed TSA Electrical Costs	January 1, 2020 to December 31, 2020	12	Month	\$5,626.07	\$67,512.84
10001	Year Two: Option Period One Fixed TSA Electrical Costs	January 1, 2021 to December 31, 2021	12	Month	\$5,626.07	\$67,512.84
20001	Year Three: Option Period Two Fixed TSA Electrical Costs	January 1, 2022 to December 31, 2022	12	Month	\$5,626.07	\$67,512.84
30001	Year Four: Option Period Three Fixed TSA Electrical Costs	January 1, 2023 to December 31, 2023	12	Month	\$5,626.07	\$67,512.84
40001	Year Five: Option Period Four Fixed TSA Electrical Costs	January 1, 2024 to December 31, 2024	12	Month	\$5,626.07	\$67,512.84
<b>Total Estimated OTA Value:</b>						<b>\$337,564.20</b>

**2. Current Obligated Amount**

	Annual Amount	Pro-rated Monthly Amount	Months	Obligated Amount
Electrical Costs	\$67,512.84	\$5,626.07	12	\$67,512.84
<b>Total Amount</b>	<b>\$67,512.84</b>	<b>\$5,626.07</b>		<b>\$67,512.84</b>

**3. Accounting and Appropriation Data**

Funding is obligated in accordance with the following Accounting and Appropriation Data:

Purchase Request	Item #	Services	Amount	Accounting Code
2120200CKP016	00001	Electrical	\$67,512.84	50S201A000D2020SWE070GE000019077668648REM-5903001502010000-233T-TSA DIRECT-DEF. TASK-D
<b>Total Amount</b>			<b>\$67,512.84</b>	

**4. Total Obligated Funding**

The total obligated funding for this Agreement is \$67,512.84.



## **ARTICLE I – PARTIES (FEB 2017)**

This Other Transaction Agreement (hereinafter referred to as “Agreement” or “OTA”) is entered into between the United States of America (hereinafter referred to as the “Government”) Transportation Security Administration (hereinafter referred to as “TSA”) and the Burbank Bob-Hope Airport (hereinafter referred to as the “Airport”). The TSA and the Airport agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this Agreement.

## **ARTICLE II – AUTHORITY (FEB 2017)**

TSA and the Airport enter into this Agreement under the authority of the Aviation and Transportation Security Act (ATSA), Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 114(m), and 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

## **ARTICLE III – INTRODUCTION, BACKGROUND, PURPOSE AND SCOPE (AUG 2018)**

### **A. Introduction**

ATSA requires TSA to deploy personnel to screen passengers, property and baggage at airports and to establish a program to screen cargo and ensure perimeter access security. In order to carry out this statutory mandate, it is necessary for TSA to use certain airport space and facilities defined by TSA as “necessary security checkpoints” (hereinafter referred to as “Space”).

### **B. Background**

Beginning in 2003, TSA began awarding agreements to airport authorities to define the terms and conditions for TSA’s use of space at airports and to provide a vehicle for reimbursing electrical consumption costs incurred by the Airport in the space.

### **C. Purpose of this Agreement**

C.1. This Agreement establishes TSA’s use of the security checkpoints needed to conduct baggage and passenger screening under the requirements of ATSA and other applicable federal laws. In order to provide airport security in a manner that meets the requirements of ATSA, it is necessary for TSA to use existing checkpoint space, and, in some cases, to expand checkpoint space.

C.2. This Agreement supersedes all previous agreements and amendments concerning TSA’s reimbursement to the Airport for electrical consumption costs at screening checkpoints and baggage areas.

### **D. Scope**

TSA has a requirement to establish the terms and conditions for TSA’s use of federal-mandated checkpoint space at airports and provide a vehicle for the reimbursement of electrical consumption costs for this checkpoint space at the respective airports.

## **E. Use of Property**

- E.1. The Airport is the owner and operator of that certain airport known as Airport, located in Los Angeles County, State of CA and having an address at 2627 N. Hollywood Way, Burbank, CA 91 505-1062 ("Property").
- E.2. This Agreement covers the use of the Space located on the Property as set out on Exhibit 1. The Space may be expanded or altered, and Exhibit 1 amended accordingly, at the written request of TSA and upon the written approval of Airport, such approval not to be unreasonably withheld, conditioned or delayed. If Airport does not provide such approval, TSA may proceed pursuant to its legal authority to provide security at airport checkpoints. In addition, temporary additions to and deletions from the Space, or temporary adjustments thereto, may be made at the verbal request of the TSA. TSA's use and occupancy of other areas at the Property, such as offices for the Federal Security Director and staff and other areas not deemed necessary checkpoint space, have been or will be obtained through a separate lease agreement between Airport and the U.S. General Services Administration, acting on behalf of TSA.
- E.3. The ATSA authorizes TSA to acquire real property by purchase, lease, condemnation, or otherwise. This Agreement shall not be considered a waiver of any rights that TSA may assert under ATSA with respect to the acquisition of property, nor with respect to TSA's authority to enter onto any Airport property to address security concerns; nor shall this Agreement waive any rights that the Airport may assert in connection with such acquisition.
- E.4. Airport provides the Space to TSA in "AS IS" condition as of the Effective Date of this Agreement.

## **F. No Rent**

Pursuant to Section 511 of the Department of Homeland Security Appropriations Act, 2005, Pub. Law 108-334, 118 Stat. 1298 (October 18, 2004), Airport agrees to provide use of the Space at no cost to TSA as a part of its obligation to comply with a security program and in recognition of the benefits that TSA's security function provides to Airport, passengers and others entering airport property. Airport reserves the right to impose rental charges for the Space if federal law requires TSA to pay rent for checkpoint space in the future.

## **ARTICLE IV – RESPONSIBILITIES (AUG 2018)**

### **TSA's Operational Activities at Airport**

The Airport hereby agrees that TSA has the following rights and privileges:

1. The right to use the Space in connection with its screening and security operations at the Property, including but not limited to the right to establish and use security checkpoints, to place and operate screening equipment, to screen passengers and their property, baggage, and cargo and to perform such other activities and locate such other equipment as TSA deems necessary for TSA to perform its passenger and baggage screening function under federal law.
2. TSA shall not be responsible for any restoration costs when such cost is the result of the Airport's request to remove or relocate TSA equipment.
3. The rights to install, operate, maintain, repair, remove, and store equipment necessary for TSA's operations within the Space. TSA agrees to give notice to Airport and coordinate their screening activities with Airport whenever possible. To the extent required under federal law, TSA's contractor will obtain all state and local permits required to perform any work under this paragraph.

4. The right to refuse additions, improvements, modifications, revisions or other alterations within the Space by Airport, including the installation of fixtures and placement of personal property, that TSA reasonably believes may interfere with TSA's use of the Space.
5. Airport will provide TSA employee parking spaces according to its customary, non-discriminatory practices for employees of other governmental entities, including payment of applicable fees, if any. Such practices and fees shall be set out in a separate agreement between the Parties.
6. TSA agrees to coordinate with Airport so as to not overload the electrical, plumbing or HVAC systems associated with the Space. TSA will not install or cause to be installed equipment or machinery that will place a load upon any floor exceeding the load per square foot area that such floor was designed to carry.
7. Airport will maintain and keep in good repair the Space, including electrical, plumbing, and HVAC systems.
8. With the prior consent of TSA, such consent not to be unreasonably withheld, Airport may enter the Space used by TSA for the performance of Airport's obligations under federal law or other lawful purpose. Notwithstanding the foregoing, Airport will comply with all applicable federal security requirements (including badging and maintenance of sterile area) and will use its best efforts to minimize the disruption of TSA operations.
9. The Airport is responsible for janitorial services in the Space to include clean-up of bio-hazardous spills in accordance with 29 CFR 1910.1030.

#### **ARTICLE V.1 - EFFECTIVE DATE AND TERM OPTIONS (AUG 2018)**

The Government may extend the term of this OTA by written notice to the Entity within 30 days provided that the Government gives the Entity a preliminary written or email notice of its intent to extend at least 60 days before the OTA expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended OTA shall be considered to include this option term. The total duration of this OTA, including the exercise of any options under this term, shall not exceed five years.

#### **ARTICLE VI – (RESERVED)**

#### **ARTICLE VII - FUNDING AND LIMITATIONS (AUG 2018)**

For the initial 12-month Term of this Agreement, TSA shall be obligated to pay no more than **\$67,512.84** for performance of this Agreement. Funding of the Option Terms shall be provided upon TSA's exercise of said option. Funding for all option years is subject to the availability of funds.

After the initial 12-month term, annual funding shall be unilaterally awarded by TSA at the current funding level unless the Airport requests an amendment to the Agreement. OTA modifications that amend the Agreement shall be bilaterally awarded.

The Airport shall submit a proposed amendment with all required documentation to substantiate the proposed changes to this Agreement no later than 60 days prior to the current period of performance expiration date. All changes shall become effective upon the execution of a modification to this Agreement. In no event shall TSA be liable for any expenses incurred by the Airport unless previously agreed to by TSA.

## ARTICLE VIII – BILLING PROCEDURE AND PAYMENT (AUG 2018)

The United States Coast Guard Finance Center (“FINCEN”) performs the payment function on behalf of the TSA. Registration in the System for Award Management (SAM) is mandatory for invoice payment. For information regarding SAM, please refer to <https://www.sam.gov/SAM/>

### A. Payment / Performance Provisions

The Parties hereby agree to the following:

- A.1. Upon receipt of a Proper Invoice from the Airport, TSA shall reimburse the Airport for the costs of electrical consumption by TSA screening equipment located in **Exhibit 1A (“TSA Space Summary”)** in an amount calculated in accordance with the cost allocation methodology set forth in **Exhibit 2 (“Electrical Costs”)** for the period of service indicated in the invoice.
- A.2. All reimbursement costs due under this Agreement shall be due after services are received and, to the extent appropriated funds are available, shall be paid within sixty (60) days of TSA’s receipt of a Proper Invoice from the Airport.
- A.3. Unless otherwise indicated herein, a Proper Invoice shall mean an invoice that is submitted by the Airport directly to FINCEN using any one of the methods and addresses indicated below. A copy of the invoice may also be transmitted to the TSA Federal Security Director’s (FSD) designated Point of Contact for informational purposes only.

### B. Invoicing

Invoices shall be e-mailed, faxed or sent via U.S. mail to FINCEN at the following addresses:  
**(Please use only one method per invoice submission.)**

Billing Address:

United States Coast Guard Finance Center  
TSA Commercial Invoices  
P.O. Box 4111  
Chesapeake, VA 23327-4111

Email:

[fin-smb-tsainvoices@uscg.mil](mailto:fin-smb-tsainvoices@uscg.mil)

Fax: (addressed to TSA Invoices)  
757-413-7314

The Airport invoice format is acceptable. However, the invoice shall, at a minimum, include the following:

1. Agreement Number
2. Invoice Date
3. Invoice Number
4. Name and Address of the Airport Requesting Fund Disbursement
5. Point of Contact, with Address, Telephone, Fax and E-mail
6. Tax Identification Number
7. DUNS Number
8. Supporting Documentation to include Invoices or Other Documentation that Substantiates the Amount of Funds to be Disbursed by TSA
9. Total Amount of Funds Requesting to be Disbursed by TSA
10. Electronic Funds Transfer (EFT) Banking Information
11. Remittance Address
12. Certification of Requestor, including the following language: *This is to certify that the incurred costs billed were actually expended in furtherance of this Agreement, and we understand that intentional falsification of the information contained herein may be subject to civil and criminal penalties under applicable federal laws and/or regulations.*
13. Signature of Requestor's Authorized Representative with Date
14. Name and Address of Airport's facility.

Notwithstanding any other payment clause in this Agreement, the Government shall make invoice payments under the terms and conditions specified in this Article. Payment shall be considered made on the day the check is dated and deposited in the US mail, or an electronic funds transfer is completed. All days referred to in this clause are calendar days, unless otherwise specified.

The Airport's failure to submit a Proper Invoice within one (1) year of completion of service for any period of service may, in the sole discretion of TSA, result in delay of payment or no payment in the event appropriated funds are no longer available.

#### ARTICLE IX -- AUDITS (FEB 2017)

TSA shall have the right to examine or audit relevant financial records for each Airport facility, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of the terms of this Agreement. For each facility, the Airport shall maintain: project records, technology maintenance records, and data associated with this Agreement while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after the expiration or termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the "Disputes" provision in Article XI regarding this Agreement shall be made available until such appeals are finally resolved.

As used in this provision, "records" includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to this Agreement for each facility.

The Comptroller General of the United States shall also have access to, and the right to examine, any records involving transactions related to this Agreement.

This article shall not be construed to require the Airport or its contractors or subcontractors who are associated with or engaged in activities relating to this Agreement, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting procedures.

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## **ARTICLE X – AUTHORIZED REPRESENTATIVES (FEB 2017)**

The TSA Contracting Officer is the only person authorized to make any changes, approve any changes in the requirements of this Agreement, obligate funds and authorize the expenditure of funds.

### **TSA Contacts**

#### **Contracting Officer**

Sophia Woodward  
Contracting Officer  
Workforce & Enterprise Operations Division  
Office of Contracting and Procurement  
Transportation Security Administration  
601 S. 12<sup>th</sup> Street  
Arlington, VA 20598-6025  
Phone: 571-227-4580  
Email: [Sophia.Woodward@tsa.dhs.gov](mailto:Sophia.Woodward@tsa.dhs.gov)

#### **Contract Specialist**

Victor Carden  
Contract Specialist  
Workforce & Enterprise Operations Division  
Office of Contracting and Procurement  
Transportation Security Administration  
601 S. 12<sup>th</sup> Street  
Arlington, VA 20598-6025  
Phone: 571-227-4834  
Email: [Victor.Carden@tsa.dhs.gov](mailto:Victor.Carden@tsa.dhs.gov)

#### **Contracting Officer's Representative**

Ronald Colbert  
Procurement Specialist  
Enterprise Support/Real Estate Management Division  
Transportation Security Administration  
601 S. 12th Street  
Arlington, VA 20598-6025  
Phone: 571-227-3546  
Email: [Ronald.Colbert@tsa.dhs.gov](mailto:Ronald.Colbert@tsa.dhs.gov)

The COR is responsible for the technical administration and liaison of this Agreement. The COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA. The Airport will inform the Contracting Officer in the event that the COR takes any action which is interpreted by the Airport as a change in scope or liability to either party.

## **Airport Authority Contacts**

### **Primary Contact**

Scott Kimball  
Business & Property Manager  
Burbank Bob Hope Airport  
2627 N. Hollywood Way  
Burbank, CA 91505-1062  
818-565-1314  
[SKimball@bur.org](mailto:SKimball@bur.org)

### **Secondary Contact**

Madeleine Zavala  
Business & Property Manager  
Burbank Bob Hope Airport  
2627 N. Hollywood Way  
Burbank, CA 91505-1062  
818-729-2236  
[MZavala@bug.org](mailto:MZavala@bug.org)

## **ARTICLE XI - LIMITATIONS ON LIABILITY (FEB 2017)**

Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above.

The Airport has the affirmative duty to notify the TSA Contracting Officer in the event that the Airport believes that any act or omission of a TSA agent or employee would increase the Airport's costs and cause the Airport to seek compensation from TSA beyond TSA's liability as stated in Article IV (Responsibilities), or Article VII (Funding and Limitations). Claims against either party for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages not to exceed the aggregate outstanding amount of funding obligated under this Agreement at the time the dispute arises. If the Airport receives any communication which it interprets as instructions to change the work encompassed in this Agreement, or to incur costs not covered by funding obligated at that time, the Airport must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.

In no event shall either party be liable to the other for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

No third party shall assert any rights under this Agreement unless expressly provided herein.

## **ARTICLE XII – DISPUTES (AUG 2018)**

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of Airport. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the Airport or the TSA Contracting Officer. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, Airport may submit the dispute to the Deputy Assistant Administrator for Contracting and Procurement. If the decision of the Deputy Assistant Administrator for Contracting and Procurement is unsatisfactory,



the decision may be appealed to the TSA Assistant Administrator for Contracting and Procurement. The parties agree that the TSA Assistant Administrator/Head of the Contracting Activity for Contracting and Procurement's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

#### **ARTICLE XIII – TERMINATION (AUG 2018)**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, by giving the other party at least thirty (30) days' prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations that might require payment.

If Airport exercises its right as stated under Paragraph A to withdraw voluntarily from the project, the Airport agrees to reimburse the United States Government for all monies disbursed to it under this Agreement.

#### **ARTICLE XIV - CHANGES AND/OR MODIFICATIONS (FEB 2017)**

Changes or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorized representative of the Airport. The modification shall cite the subject provision to this Agreement and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. Reasonable administrative modifications such as changes in accounting lines, address changes, name of the TSA Contracting Officer, etc. may be issued unilaterally by TSA.

#### **ARTICLE XV - CONSTRUCTION OF THE AGREEMENT (FEB 2017)**

This Agreement is issued under 49 U.S.C. §106 (l)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Both parties agree to provide their best efforts to achieve the objectives of this Agreement. The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each party acknowledges that there are no exceptions taken or reserved under this Agreement.

#### **ARTICLE XVI - PROTECTION OF INFORMATION (AUG 2018)**

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

##### **A. Records and Release of Information**

In the event the Airport receives Sensitive Security Information (SSI) pursuant to this Agreement, as defined in 49 CFR Part 1520, the SSI shall be handled in accordance with that regulation and TSA policies. All members assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information. SSI may not be disclosed except in accordance with the provisions of that rule.

Pursuant to 49 U.S.C. § 114(r), Sensitive Security Information and Nondisclosure of Security Activities, Sensitive Security Information (SSI) is a category of sensitive but unclassified (SBU) information that must be protected because it is information that, if publicly released, would be detrimental to the security of transportation. Under 49 Code of Federal Regulations Part 1520.5(a), the SSI Regulation also provides additional reasons for protecting information as SSI beyond the condition that the release of the information would be detrimental to the security of transportation. SSI may not be disclosed except in accordance with the provisions of that rule.

Title 49 of the Code of Federal Regulations, Part 1520 defines the scope, categorization, handling requirements and disposition of information deemed SSI is the 49 C.F.R. Part 1520 (<http://ecfr.gpoaccess.gov/>). All members assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive



Security Information, and shall safeguard and handle any SSI in accordance with the policies and procedures outlined in 49 C.F.R. Part 1520, as well as the DHS and TSA policies and procedures for handling and safeguarding SSI. All members assigned to work under this Agreement must complete the TSA-mandated SSI Awareness Training course prior to accessing SSI, and on an annual basis for the duration of the OTA or for the duration of the requester's need for access to SSI, whichever is later. The Agreement Holder shall place this requirement in all contracts, sub-contracts, joint venture agreements, and teaming agreements related to the performance of this agreement. For purposes of this OTA, the OTA Agreement holder (OTA Entity) would fall under the provision of 49 CFR § 1520.7(k): Each person employed by, contracted to, or acting for a covered person, including a grantee of DHS or DOT, and including a person formerly in such position.

Pursuant to 49 C.F.R. Part 1520.9(a)(3), the Agreement Holder must contact SSI@tsa.dhs.gov for guidance on handling requests to access to SSI (before using SSI materials) for any other purpose besides activities falling within the scope of the agreement by other persons, including requests from experts, consultants, and legal counsel ("requesters") hired by the Agreement Holder. The Agreement Holder shall include the Contracting Officer (CO) and Contracting Officer Representative (COR) as a carbon copy "cc" recipient of its contact to SSI@tsa.dhs.gov. The TSA SSI office must first make a determination as to whether the requesters are a "covered person" with a "need to know" under 49 C.F.R. Parts 1520.7 and 1520.11. Further recipients of SSI shall be provided NDAs, in accordance with these contract provisions, and with a copy of the SSI Quick Reference Guide for DHS Employees and Contractors.

(Non-Disclosure Agreements (NDAs)). The Contracting Officer will provide the non-disclosure form (DHS Form 11000-6), as necessary, to the Agreement holder when circumstances warrant. NDAs are required to be signed by all OTA personnel when access to SSI is necessary for performance of the agreement. By signing the NDA, the recipient certifies in writing that they will take the necessary steps to prevent the unauthorized disclosure and use of information.

Breach. In accordance with 49 C.F.R. Part 1520.9(c), the Agreement holder agrees that in the event of any actual or suspected breach of SSI (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the Agreement holder shall immediately, and in no event later than one hour of discovery, report the breach to the Contracting Officer and the COR. The Agreement holder is responsible for positively verifying that notification is received and acknowledged by at least one of the foregoing Government officials.

#### **B. Publicity and Dissemination of Agreement Information**

The Agreement holder shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this Agreement without the prior written consent of the Contracting Officer. The Agreement holder shall submit any request for public release at least ten (10) business days in advance of the planned release. Under no circumstances shall the Agreement holder release any requested submittal prior to TSA approval.

Any material proposed to be published or distributed shall be submitted via email to the Contracting Officer. The Contracting Officer will follow the procedures in Management Directives 1700.3 and 1700.4. The Office of the Administrator retains the authority to deny publication authorization. Any conditions on the approval for release will be clearly described. Notice of disapproval will be accompanied by an explanation of the basis or bases for disapproval.

Any contact with or by a Media firm or personnel related to this Agreement and in accordance with the terms of this Agreement shall be referred to the Contracting Officer.

#### **ARTICLE XVII - (RESERVED)**

**ARTICLE XVIII – IMPROVEMENTS OR ALTERATIONS (FEB 2017)**

- A. TSA shall have the right to make such additions, improvements, modifications, revisions or other alterations within the Space as are necessary for required security operations at the Property. To the extent required under federal law, TSA’s contractors will abide by state and local permitting requirements when making alterations to the Space. The Airport shall use its best efforts to support TSA in obtaining required permits in a timely fashion so as to minimize delay.
- B. TSA shall, whenever possible, notify the Airport in advance when any additions, improvements, modifications, revisions or other alterations to the Space are planned, and shall coordinate such alterations with Airport. In addition, upon completion, TSA will allow the Airport to inspect the same and will provide an updated set of working drawings showing the current as-built condition of the Space. The Airport will safeguard such as-built drawings from unauthorized access or disclosure as Sensitive Security Information in accordance with the requirements of 49 C.F.R. part 1520.

**ARTICLE XIX – GOVERNING LAW (FEB 2017)**

Federal law governs this Agreement. Airport shall comply with all federal, state and local laws applicable to Airport as owner of the Property. TSA will comply with all federal, state and local laws applicable to and enforceable against TSA under federal law, provided that nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the TSA. The Airport is required by the terms of certain grant assurances entered into with the Federal Aviation Administration to include certain clauses in all contracts; TSA shall be bound by those clauses to the degree required by federal law.

**Exhibit 1A**

**TSA Space Summary**

TSA Space	Operational Sq Ft
Total Passenger Screening	8,418
Total Baggage Screening	7,879
<b>Total TSA Space</b>	<b>16,297</b>

TSA Space	Operational Sq. Ft.
Passenger Screening	
Checkpoint – 1	5,390
Checkpoint – 2	3,028
<b>Total Passenger Screening</b>	<b>8,418</b>

TSA Space	Operational Sq. Ft.
Baggage Screening	7,724
OSR Room	155
Oversized Baggage Screening	N/A
<b>Total Baggage Screening</b>	<b>7,879</b>

**Exhibit 2**  
**TSA Screening Equipment Power Consumption Estimate**  
**AIRPORT**  
**OTA # TBD**  
**Base Year**  
 Effective as of January, 2020

Version: 12	Input Cost per KWH (\$)	\$0.1428								
	Equipment	Operating Time (Hours):	Idle Time (Hours):	Turned Off Time (Hours):	Number of Machines:	Per Unit Cost per day (\$)	Total Cost per Day	Total Cost per Month	Total Cost per Year	
<b>EDS:</b>	InVision CTX-2500 (GE)	16.0				\$4.798	\$0.00	\$0.00	\$0.00	
	InVision CTX-5500 (GE)	16.0				\$6.854	\$0.00	\$0.00	\$0.00	
	InVision CTX-9000 (GE, Morpho)	15.0				\$20.777	\$0.00	\$0.00	\$0.00	
	InVision CTX-9400 (GE, Morpho)	15.0				\$20.777	\$0.00	\$0.00	\$0.00	
	InVision CTX-9800 (GE, Morpho)	15.0		9.0	2.0	\$20.777	\$41.55	\$1,263.96	\$15,167.50	
	L3 eXaminer	16.0		9.0	4.0	\$20.777	\$83.11	\$2,527.92	\$30,335.00	
UPS	CT-80 (Reveal)	16.0				\$12.566	\$0.00	\$0.00	\$0.00	
		16.0				\$2.742	\$0.00	\$0.00	\$0.00	
<b>EYD:</b>	Smiths Detection Ionscan 400B (Barringer)	16.0				\$4.798	\$0.00	\$0.00	\$0.00	
	Thermo Detection EGIS II	16.0				\$0.411	\$0.00	\$0.00	\$0.00	
	Itemiser II (Morpho Detection, GE, Ion Track)	16.0				\$3.941	\$0.00	\$0.00	\$0.00	
	Itemiser DX (Morpho Detection, GE)	16.0				\$0.228	\$0.00	\$0.00	\$0.00	
	Implant Sciences QS220B	17.0	7.0			\$0.226	\$0.00	\$0.00	\$0.00	
<b>ETP:</b>	Smith Detection Ionscan 500DT	16.0			21.0	\$0.306	\$6.42	\$195.34	\$2,344.11	
	EntryScan3e (GE)	16.0				\$0.640	\$0.00	\$0.00	\$0.00	
<b>X-Ray Equipment:</b>	Smith Detection Sentinel II	16.0				\$2.742	\$0.00	\$0.00	\$0.00	
						\$11.881	\$0.00	\$0.00	\$0.00	
<b>TRX</b>	Rapiscan 520B	16.0				\$2.628	\$0.00	\$0.00	\$0.00	
	Rapiscan 522B	16.0				\$2.628	\$0.00	\$0.00	\$0.00	
	Rapiscan 519	16.0				\$1.371	\$0.00	\$0.00	\$0.00	
	PerkinElmer Linescan 110 (L3)	16.0				\$3.941	\$0.00	\$0.00	\$0.00	
	PerkinElmer Linescan 208 (L3)	16.0				\$3.941	\$0.00	\$0.00	\$0.00	
	PerkinElmer Linescan 237 (L3)	16.0				\$3.941	\$0.00	\$0.00	\$0.00	
	EG&G	16.0				\$3.941	\$0.00	\$0.00	\$0.00	
	Heimann 6040i (Smiths Detection)	16.0				\$1.314	\$0.00	\$0.00	\$0.00	
	Heimann 7555i (Smiths Detection)	16.0				\$1.314	\$0.00	\$0.00	\$0.00	
	Heimann 5030i (Smiths Detection)	16.0				\$2.285	\$0.00	\$0.00	\$0.00	
	<b>AT1</b>	Rapiscan 620DV	16.0				\$2.785	\$0.00	\$0.00	\$0.00
		Heimann 6040aTIX (Smiths Detection)	16.0				\$2.787	\$0.00	\$0.00	\$0.00
	<b>AT2 Scanner</b>	Rapiscan-620DV	16.0				\$3.171	\$0.00	\$0.00	\$0.00
L3 ACX-6.4MV		16.0				\$5.726	\$45.81	\$1,393.26	\$16,719.07	
<b>AT2 AVS</b>	Smiths Heimann-6040aTix	16.0	8.0		8.0	\$0.457	\$0.00	\$0.00	\$0.00	
	Rapiscan-620DV	16.0				\$0.228	\$0.00	\$0.00	\$0.00	
<b>WTMD Equipment:</b>	L3 ACX-6.4MV	16.0				\$0.343	\$2.74	\$83.40	\$1,000.74	
	Smiths Heimann-6040aTix	16.0	8.0		8.0	\$0.137	\$0.69	\$20.85	\$250.19	
	CEIA O2PN20	2.0	22.0		5.0	\$0.091	\$0.00	\$0.00	\$0.00	
	Metorex 200D Rapiscan	16.0				\$0.080	\$0.00	\$0.00	\$0.00	
<b>AIT Scanner</b>	Garrett 6500i Enhanced Metal Detector	16.0				\$2.102	\$0.00	\$0.00	\$0.00	
	Rapiscan-Secure1000	16.0				\$1.428	\$4.28	\$130.31	\$1,563.66	
<b>AIT IO Workstation</b>	L3 Provision-SC100	10.0	7.0	7.0	3.0	\$0.228	\$0.00	\$0.00	\$0.00	
	Rapiscan-Secure1000	16.0				\$0.228	\$0.00	\$0.00	\$0.00	
<b>BLS Equipment:</b>	L3 Provision-SC100	16.0				\$0.034	\$0.00	\$0.00	\$0.00	
	Thermo Fisher Scientific TruScreen (Ahura)	16.0				\$0.002	\$0.00	\$0.00	\$0.00	
	Cela EMA-MS	16.0				\$0.004	\$0.02	\$0.63	\$7.51	
<b>Operational Equipment</b>	Smiths Responder	16.0			5.0	\$0.004	\$0.02	\$0.63	\$7.51	
	Motorola Quantar Repeater/Station	24.0			1	\$0.343	\$0.34	\$10.42	\$125.09	
							Total Cost per Day	Total Cost per Month	Total Cost per Year	
							\$184.97	\$5,626.07	\$67,512.88	
							**	\$5,626.07	\$67,512.84	
							** the annual amount is rounded for invoicing purposes.			
<b>Notes:</b> Operating Time: Time the system is expected to be on and in use. The value is a weighted average based on the utilization rates determined for each system. Example being the AIT is not always performing a scan, due to the time required for the passenger to enter the system and the fact that checkpoints are not continuously in a fully loaded condition, thus the operating time power consumption value is a weighted average between the power used to perform a scan and the power used while the system is idle.										
Idle Time: Time the system is powered on but not expected to be screening.										
Turned Off Time: Time the system is turned completely off but is still plugged in and thus may be drawing a small amount of power.										

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
MARCH 16, 2020**

**APPROVAL OF AMENDMENT NO. 1  
PROFESSIONAL SERVICES AGREEMENT  
CERRELL ASSOCIATES, INC.**

**SUMMARY**

Subject to the recommendation of the Operation and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of Amendment No. 1 (“Amendment”), copy attached, to the Professional Services Agreement (“Agreement”) with Cerrell Associates, Inc. (“Cerrell”) for an additional amount of \$40,000 to provide continued media and community relations services in support of the Southern San Fernando Valley Airplane Noise Task Force (“Task Force”). If the Amendment is approved, the total compensation under the Agreement will be increased from \$65,000 to \$105,000.

**BACKGROUND**

*Southern San Fernando Valley Airplane Noise Task Force*

The Authority helped create and launch the Southern San Fernando Valley Airplane Noise Task Force (Task Force) in August 2019. Working with Los Angeles World Airports (LAWA), the Task Force is comprised of 14 members – elected representatives and their staff from communities that are or may be affected by aircraft procedural and operational changes related to aircraft noise in the Southern San Fernando Valley. The group is working to address increased noise concerns for aircraft using both airports.

The Authority retained Cerrell to assist with external communications services related to Task Force activities. Cerrell had previously been engaged to perform community outreach and media relations support with the Public Design Charrette Workshop process for the Replacement Passenger Terminal project.

Since August 2019, Cerrell has implemented a multifaceted communication and outreach program incorporating media relations, stakeholder outreach, messaging and strategy for the Task Force. The firm's services have included:

- Conducting a rigorous research and messaging development phase that laid the groundwork for all Task Force communications going forward, ensuring all Authority and LAWA representatives are in sync in terms of the purpose and goals of the Task Force.

Cerrell developed:

- Talking points for Task Force Chair and Facilitator to open the first meeting
- Several sets of talking points for Authority and LAWA representatives



- SoCal Metroplex timeline for BUR departures
- Noise complaints historical data memo
- Comprehensive white paper detailing several key BUR operating parameters including facts on departures, flight paths, noise and operations
- Managing all media relations for all Task Force related matters including:
  - Media best practices memo
  - Press release, advisories and media check-in with press kits for all Task Force meetings
  - Various statements/talking points for media requests
  - Media tour of Air Traffic Control Tower and Airport grounds with ABC, CBS, NBC, KTLA, Spectrum, Univision, LA Daily News and Burbank Leader
  - Media relations including outreach to reporters/outlets for each Task Force and follow-up with reporters after publication of story/segment to offer factual information and correct the record as needed
  - A white paper to clarify misinformation about the Task Force and flight path issues
- Leading the Authority's outreach efforts to promote the Task Force as the best opportunity for all community members and stakeholders to voice their opinion, share their ideas and promote solutions to alleviate aircraft departure. Cerrell spearheaded the creation of:
  - Community/stakeholder list comprised of groups, associations and businesses from Burbank to Encino along the 101 Freeway corridor
  - Outreach to various entities including business and residential associations, neighborhood councils and community groups to ensure an equal opportunity to participate

Cerrell's services have helped manage all Task Force-related media relations, helping secure balanced, factual coverage as the group continues to work to identify workable, consensus-based recommendations to the FAA.

### PROJECT DETAILS

As the Task Force efforts may continue beyond April 2020, Staff recommends extending the Agreement with additional compensation to Cerrell for continued communications and

outreach services. The scope of services during this period is focused on continued support of the Task Force.

The Authority is entering the final critical phases of the Task Force to determine if it can arrive at consensus recommendations for the FAA to consider and evaluate. The Authority needs to maintain the same level of communication and engagement that has occurred since the Task Force commenced. In support of this, Cerrell's services will include:

- Continued strategic program to ensure accurate and factual information about the Task Force is being presented, as well as a balanced perspective of community interests from all parts of the Valley
- Proactive informational press releases. Cerrell will continue to draft/send the media advisories prior to the Task Force meeting and a press release post Task Force meeting to ensure the airports' perspective is incorporated in news stories (ongoing)
  - This will also include any talking points for Authority staff and media briefings to provide factual information to interested reporters
- Press release/statements explaining the Task Force's recommendations
- Assisting staff in developing agenda for each Task Force meeting
- Talking points/Q&As clarifying what the Task Force's recommendations mean as far as any changes and/or next steps
- Rapid response to any inaccuracies being reported about the commitment of the Authority to the Task Force process or workable solutions to alleviate community concerns
- Proactively position the Authority's leadership to continue to show this matter is being taken seriously and to increase opportunities to inject the Authority's messages into media coverage, including local editorial board briefings, op-eds and appearance on local morning news shows
- Organize a media tour for Telemundo, Univision and La Opinion and offer interviews with spokespeople from the FAA and BUR, along with a community member who can speak to the personal impact of the proposed changes
- Provide the conditions for the Authority staff to focus on day-to-day operations and promote Elevate BUR

## FUNDING

This item was not included in the approved FY 2020 budget. The cost of the services will be applied to the Professional Services account and reviewed at the end of the fiscal year.

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**RECOMMENDATION**

Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of Amendment No. 1, in the amount of \$40,000, to the Agreement with Cerrell for a revised total not-to-exceed amount of \$105,000 for continued media and community relations services in support of the support of the Task Force.

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
(Burbank-Glendale-Pasadena Airport Authority / Cerrell Associates, Inc.)**

THIS AMENDMENT NO. 1 (“First Amendment”) to the August 23, 2019 Professional Services Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”) and Cerrell Associates Inc. (“Consultant”) is dated March 16, 2020 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 the following professional services: communications support.

B. The parties desire to increase the compensation limit.

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

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

“C. ‘Contract Limit’: \$105,000.”

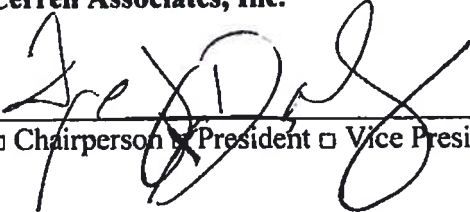
**2. Preservation of Agreement.** Except as expressly modified by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions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

[SIGNATURES ON FOLLOWING PAGE]



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

**Cerrell Associates, 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

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
MARCH 16, 2020**

**APPROVAL TO EXECUTE PROFESSIONAL SERVICES AGREEMENT  
EXTENSION NO. 1 WITH MACIAS GINI & O'CONNELL, LLP  
FOR EXTERNAL AUDITING SERVICES**

**SUMMARY**

The purchase order and Professional Services Agreement for External Auditing Services between the Burbank-Glendale-Pasadena Airport Authority ("Authority") and Macias Gini & O'Connell LLP ("MGO") ("Agreement") is nearing the end of the base period term, which expires on March 31, 2020. The Agreement, which was awarded on a competitive basis on May 17, 2017, provides for audits of the Authority's financial statements for fiscal years ended June 30, 2017, 2018 and 2019, with two one-year optional extensions to the Agreement, at the Authority's discretion with 30 days' prior written notice, for audits of the Authority's financial statements for fiscal years ending June 30, 2020 and 2021.

At its February 18, 2020, special meeting, the Finance and Administration Committee ("Committee") voted (2-0, 1 absent) to recommend that the Commission authorize to provide written notice to MGO of the Authority's intention to exercise Option Year No. 1 to extend the term of the Agreement with MGO for the period April 1, 2020, to March 31, 2021, for audits of the Authority's financial statements for the fiscal year ending June 30, 2020.

**BACKGROUND**

As part of its required statutory fiduciary obligations, and as part of its grant requirements for receiving federal grants, the Authority routinely contracts with outside financial auditors to audit and report on the Authority's financial transactions.

**Required Financial Statements:** The Authority financial statements which are audited by MGO in accordance with the Agreement, include the following:

- Basic Financial Statements ("BFS")
- Single Audit Reports (audit of federal grant programs)
- Passenger Facility Charge program ("PFC")
- Customer Facility Charge program ("CFC"), and
- Report on Compliance with Section 6.05 of the Bond Indenture

**Basis for Required Audits:** The BFS are audited annually based on requirements of Authority policy, state law, Federal Aviation Administration ("FAA") continuing grant requirements, requirements of U.S. Office of Management and Budget ("OMB") Title 2 U.S. Code of Federal Regulations Part 200 ("Uniform Guidance"), and requirements in the Bond Indenture. The scope of the Single Audit Reports is based on requirements in OMB's Uniform Guidance. The scope of the PFC and CFC audits are based on enabling federal and state legislation for these programs. Section 6.05 of the Bond Indenture describes the specific bond compliance requirements. The Agreement with MGO is designed to meet these audit requirements.

Each of these audits is conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States ("GAGAS"). Those standards require that the auditor plan and perform the audit to obtain reasonable assurance about whether the BFS are free of material misstatement. In addition to GAAS and GAGAS, the Single Audit Report audits are conducted in accordance with requirements of OMB's Uniform Guidance; the PFC audits are conducted in accordance with requirements of *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the FAA; and the CFC audits are conducted in accordance with requirements of the California Civil Code Section 1936, as amended.

Selection Process for External Auditing Services: Following a competitive procurement process for external auditing services, the Authority and MGO entered into an Agreement for such services effective May 17, 2017. During the base term of this Agreement, MGO has satisfactorily completed its audits of the Authority financial statements in a timely manner, provided feedback to Staff and the Committee on the audit results and provided other important information to the Authority related to the impacts of new accounting pronouncements and auditing requirements.

#### PROPOSAL

The Agreement with MGO permits the Authority to extend the initial three-year term with two one-year extension options. These extensions are at the discretion of the Authority. Because MGO has performed satisfactorily, Staff believes it is in the best interest of the Authority to exercise the first of these one-year options, effective April 1, 2020.

#### FUNDING

The Agreement sets a not-to-exceed annual fee for the audits of the Authority's financial statements with average annual increases of 3%. The not-to-exceed fees for the audits of the fiscal year 2020 financial statements were defined in 2017 as part of the original proposal and is \$112,962.

Should it become necessary for the Authority to request MGO to perform additional services to either supplement the audit services or to perform additional work as a result of the specific recommendations included in any report issued related to the audits, the services would be separately identified in an addendum to the Agreement at rates for each staff classification as set forth in the Agreement. Such rates are subject to an average annual adjustment of 3%.

#### RECOMMENDATION

At its February 18, 2020, special meeting, the Finance and Administration Committee voted (2-0, 1 absent) to recommend that the Commission authorize to provide written notice to MGO of the Authority's intention to exercise Option Year No. 1 to extend the term of the Agreement with MGO for the period April 1, 2020, to March 31, 2021, for audits of the Authority's financial statements for the fiscal year ending June 30, 2020.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
MARCH 16, 2020**

**COMMUNITY NOISE CONCERNS**

Southern San Fernando Valley Airplane Noise Task Force Meetings

The sixth meeting of the Task Force was held on Wednesday, February 19, 2020, at 6:30 p.m. at the Los Angeles Burbank Marriott Hotel. The Federal Aviation Administration ("FAA") representatives on the Task Force presented a brief overview of the portions of the current FAA authorization and other potential legislation pertaining to aircraft noise. HMMH, the facilitator of the Task Force, then provided a detailed presentation with their analysis of the change in flight paths of aircraft arriving and departing both Van Nuys Airport and Hollywood Burbank Airport ("BUR"). This analysis included the feasibility of solutions proposed by community groups, an analysis with suggested recommendations by a former Air Traffic Controller, and modeling of future flight paths if the FAA implements their proposed waypoints in the departure procedures from BUR.

HMMH then described the process that will lead to the seventh meeting, where Task Force representatives will vote on recommendations to be included in the final work product. It is planned that a portion of the beginning of the meeting will be dedicated to public comment prior to the voting process.

The seventh meeting will take place on Wednesday, April 1, 2020, at the Los Angeles Burbank Marriott Hotel at 6:30 p.m.

Availability of Documentation and Recordings

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

## Hollywood Burbank Airport

REVENUE PASSENGERS	January			Year-to-Date		
	2020	2019	% Change	2020	2019	% Change
Signatory Airlines						
Alaska Airlines	39,837	40,165	-0.82%	39,837	40,165	-0.82%
American Airlines	32,536	10,942	197.35%	32,536	10,942	197.35%
Delta Airlines	21,627	11,700	84.85%	21,627	11,700	84.85%
JetBlue Airways	18,606	19,224	-3.21%	18,606	19,224	-3.21%
Southwest Airlines	330,441	301,270	9.68%	330,441	301,270	9.68%
Spirit Airlines	10,115	0	N/A	10,115	0	N/A
United Airlines	27,714	19,228	44.13%	27,714	19,228	44.13%
<b>Total Revenue Passengers</b>	<b>480,876</b>	<b>402,529</b>	<b>19.46%</b>	<b>480,876</b>	<b>402,529</b>	<b>19.46%</b>
Inbound (deplaned)	239,050	198,347	20.52%	239,050	198,347	20.52%
Outbound (enplaned)	241,826	204,182	18.44%	241,826	204,182	18.44%

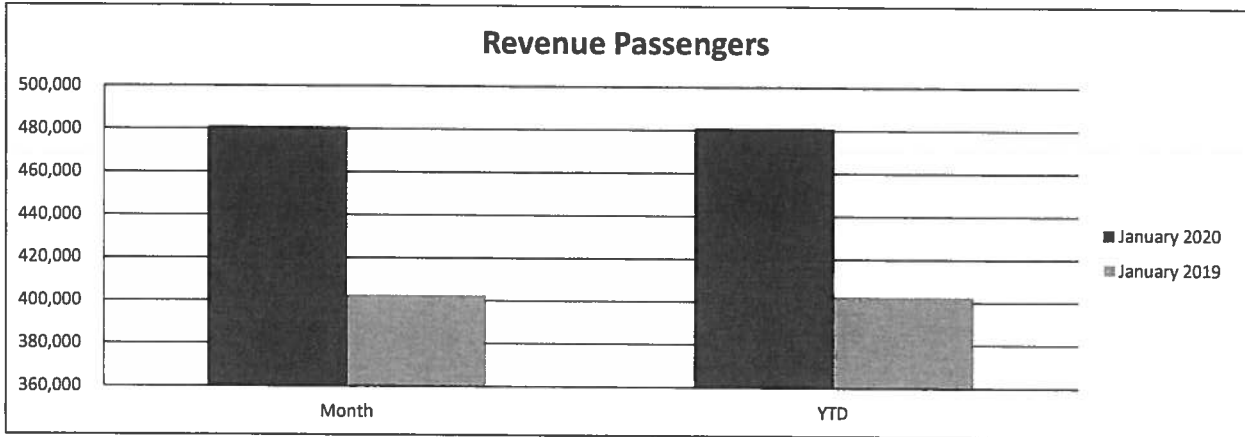
AIRCRAFT OPERATIONS *	January			Year-to-Date		
	2020	2019	% Change	2020	2019	% Change
Air Carrier	5,231	4,996	4.70%	5,231	4,996	4.70%
Air Taxi	2,032	1,726	17.73%	2,032	1,726	17.73%
General Aviation	2,442	2,317	5.39%	2,442	2,317	5.39%
Military Itinerant	31	29	6.90%	31	29	6.90%
Civil Local	2,057	2,666	-22.84%	2,057	2,666	-22.84%
Military Local	0	0	N/A	0	0	N/A
<b>Total Aircraft Operations</b>	<b>11,793</b>	<b>11,734</b>	<b>0.50%</b>	<b>11,793</b>	<b>11,734</b>	<b>0.50%</b>

\* 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.

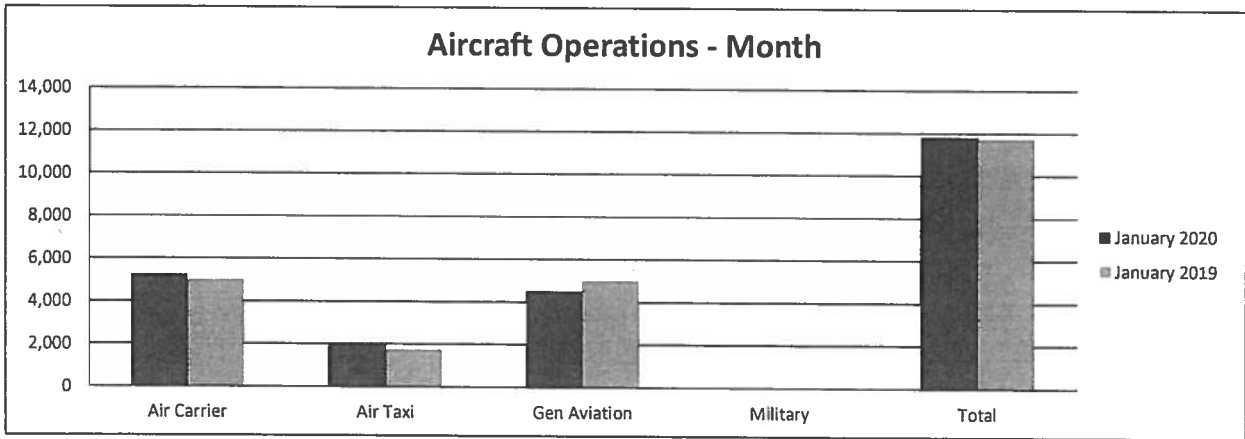
## Hollywood Burbank Airport

AIR CARGO (lbs.)	January			Year-to-Date		
	2020	2019	% Change	2020	2019	% Change
<b>Signatory Airlines</b>						
Alaska Airlines	552	807	-31.60%	552	807	-31.60%
American Airlines	18	0	N/A	18	0	N/A
Delta Airlines						
JetBlue Airways						
Southwest Airlines	187,563	140,457	33.54%	187,563	140,457	33.54%
Spirit Airlines						
United Airlines	1,006	0	N/A	1,006	0	N/A
<b>Other Scheduled Carriers</b>						
Federal Express	3,762,650	4,702,680	-19.99%	3,762,650	4,702,680	-19.99%
United Parcel Service	4,613,299	3,707,474	24.43%	4,613,299	3,707,474	24.43%
<b>Charter/Contract Carriers</b>						
AirNet Express	0	0	N/A	0	0	N/A
Ameriflight	257,513	203,772	26.37%	257,513	203,772	26.37%
<b>Total Air Cargo</b>	<b>8,822,601</b>	<b>8,755,190</b>	<b>0.77%</b>	<b>8,822,601</b>	<b>8,755,190</b>	<b>0.77%</b>
Inbound (deplaned)	4,760,469	4,176,965	13.97%	4,760,469	4,176,965	13.97%
Outbound (enplaned)	4,062,132	4,578,225	-11.27%	4,062,132	4,578,225	-11.27%

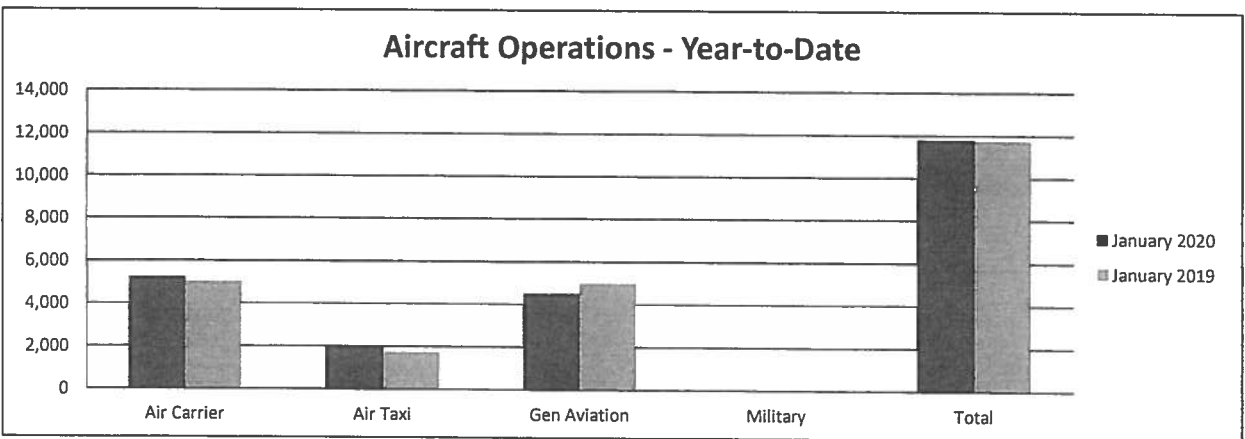
MAIL (lbs.)	January			Year-to-Date		
	2020	2019	% Change	2020	2019	% Change
American Airlines	6,032	0	N/A	6,032	0	N/A
<b>Total Mail</b>	<b>6,032</b>	<b>0</b>	<b>N/A</b>	<b>6,032</b>	<b>0</b>	<b>N/A</b>
Inbound (deplaned)	3,016	0	N/A	3,016	0	N/A
Outbound (enplaned)	3,016	0	N/A	3,016	0	N/A



Revenue Passengers	Month	YTD
January 2020	480,876	480,876
January 2019	402,529	402,529
% Change	19.46%	19.46%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
January 2020	5,231	2,032	4,499	31	11,793
January 2019	4,996	1,726	4,983	29	11,734
% Change	4.70%	17.73%	-9.71%	6.90%	0.50%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
January 2020	5,231	2,032	4,499	31	11,793
January 2019	4,996	1,726	4,983	29	11,734
% Change	4.70%	17.73%	-9.71%	6.90%	0.50%

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
MARCH 16, 2020**

**AIRLINE SCHEDULE ANALYSIS**

Airlines serving Hollywood Burbank Airport have notified Staff of changes in services, fleet mix, and scheduled operating times. This report reflects the changes in detail below and on the attached Schedule Change Analysis.

**AMERICAN**

Effective March 1, 2020, American Airlines made an adjustment to its schedule by adding one Saturday round-trip flight to Phoenix.

**SOUTHWEST**

Effective March 8, 2020, Southwest Airlines made an adjustment to its schedule. The number of scheduled flight changes in arrivals and departures represent a net increase of 1 round-trip flight on Saturdays, as detailed below.

City	Monday - Friday		Saturday		Sunday	
	A	D	A	D	A	D
Nashville	0	0	1	1	0	0
Dallas	0	0	1	1	0	0
Denver	-1	0	1	1	0	0
Houston	-1	-1	0	0	0	0
Las Vegas	1	1	-1	-1	0	1
Midway	0	0	0	0	1	1
Oakland	1	0	-1	-1	0	-1
Portland	0	0	0	0	0	0
Phoenix	0	0	0	0	2	1
San Francisco	0	0	-1	-1	0	0
San Jose	0	0	0	0	-1	-1
Salt Lake City	0	0	1	1	0	0
Sacramento	0	0	0	0	-2	-1
Daily Total	0	0	1	1	0	0

**OVERALL IMPACT**

After incorporating all schedule adjustments, these changes to schedule results in an increase of 2 round-trip flights a week. The schedule changes also result in an increase of 630 weekly seats or a 0.37% greater from the prior schedule. This revised schedule has a combined total for all carriers of 168,982 available weekly seats.