



March 14, 2019

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

NOTICE is hereby given that a regular meeting of the Operations and Development Committee will be held Monday, March 18, 2019, at 8:30 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

REGULAR MEETING  
OF THE  
OPERATIONS AND DEVELOPMENT COMMITTEE

Airport Skyroom

Monday, March 18, 2019

8:30 a.m.

*The public comment period is the opportunity for members of the public to address the Committee on agenda items and on airport-related non-agenda matters that are within the Committee'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 Committee:*

- *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 Committee 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 Committee'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 Committee 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 18, 2019

1. Approval of Agenda

2. Public Comment

3. Approval of Minutes

a. February 19, 2019

*[See page 1]*

4. Contracts and Leases

a. Transportation Network Company Passenger Loading and Unloading Fee Increase

• Staff Report Attached

*[See page 3]*

Staff seeks an Operations and Development Committee recommendation to the Commission for approval of a fee increase of \$0.50 for unloading and loading of passengers by Transportation Network Companies serving Hollywood Burbank Airport. If approved, the Executive Director will issue a notice, copy attached, that fees for loading and unloading of passengers will increase from \$3.00 to \$3.50 effective May 1, 2019.

The purpose of the proposed fee increase is to address the additional cost to monitor and supervise the forecasted increase in activities of the TNC operators at the designated curbside. Subject to the recommendation of the Committee, this item is also included on the Commission meeting agenda immediately following the Committee meeting.

b. Amendment No.1 to Agreement for Self-Park Management Services and Valet Parking Services; Purchase Order for Additional Parking Equipment; Licensing and Development Fee Allowance

• Staff Report Attached

*[See page 6]*

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission for approval of the following:

1. Amendment No. 1 ("Amendment"), copy attached, to the Agreement for Self-Park Management Services and Valet Parking Services ("Agreement") dated May 7, 2018, with SP Plus Corporation ("SP+") to specify implementation and management requirements for an e-Commerce platform as well as to reinforce applicability of SP+'s indemnification obligations to the e-Commerce platform;
2. Award of a Purchase Order in the amount of \$68,624 to Sentry Control Systems LLC ("Sentry") for the purchase and installation of Skidata gate entry columns and barcode scanners for the pre-booking self-park revenue control equipment at the short-term Parking Structure, Lot E and Lot C; and

3. Authorize a \$10,000 allowance for licensing and development fees to CVPS, an Amano Company, ("CVPS") to allow SP+ and its subcontractor, MAG US Parking Management ("MAG"), to connect to the CVPS system used at the Airport.

Subject to the Committee's recommendation, this item has also been placed on the Commission agenda for its consideration at its meeting immediately following the Committee meeting to ensure implementation of the pre-booking parking system by July 1, 2019.

## 5. Adjournment

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

**TUESDAY, FEBRUARY 19, 2019**

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

**ROLL CALL**

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

**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. February 4, 2019** Commissioner Devine moved approval of the minutes of the February 4, 2019, meeting. Commissioner Brown abstained from comment as he was not present for this meeting. The minutes were approved (2-0, one abstention).

**4. Contract and Leases**

**a. Award of Professional Services Agreement to RDM International, Inc. for Taxiway A Rehabilitation Design** Staff recommended that the Committee recommend to the Commission that it authorize execution of a Professional Services Agreement to RDM International, Inc. ("RDM"), for the design of Taxiway A rehabilitation in the amount of \$271,310, a not to exceed amount of \$27,000 for in-house staff design management and support, and establish a Project Aggregate Contingency of approximately 5% of the estimated total project budget in the amount of \$15,000.

Staff reported that Taxiway A is the Airport's primary taxiway and the pavement in portions of the middle section, the keel section and several taxiway connectors, A1, A2, and A3, have exceeded their useful life. Taxiway A was last rehabilitated in 2008 and the pavement condition index indicates that the pavement needs rehabilitation.

Staff anticipates the design to be completed within the next three months and the construction completed this summer 2019.

Following questions from the Committee, the Committee concurred with Staff's recommendation that this item move to the full Commission immediately following the Committee meeting.

**Motion**

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

**Motion Approved**

The motion was approved unanimously (3-0).

**5. Adjournment**

There being no further business, the meeting adjourned at 8:38 a.m.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
MARCH 18, 2019**

**TRANSPORTATION NETWORK COMPANY  
PASSENGER LOADING AND UNLOADING FEE INCREASE**

SUMMARY

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission for approval of a fee increase of \$0.50 for unloading and loading of passengers by Transportation Network Companies ("TNCs") serving Hollywood Burbank Airport. If approved, the Executive Director will issue a notice, copy attached, that fees for loading and unloading of passengers will increase from \$3.00 to \$3.50 effective May 1, 2019.

The purpose of the proposed fee increase is to address the additional cost to monitor and supervise the forecasted increase in activities of the TNC operators at the designated curbside. Subject to the recommendation of the Committee, this item is also included on the Commission meeting agenda immediately following the Committee meeting.

BACKGROUND

TNCs operate at the Airport pursuant to an Airport Access and Facilities Use Agreement for Class VIII Operators ("Use Agreement"). Currently, each Use Agreement authorizes a TNC operator to drop off passengers at the curb in front of the terminal and to pick up passengers within the portion of the pedestrian island curb designated as "6 TNC Spaces". The contract requires the TNC operator to pay the Authority a \$3.00 unloading fee per drop-off and a \$3.00 loading fee per pick-up. The contract allows the Commission to increase these fees on thirty-five days' written notice to the TNC operator. Additionally, the contract requires that the TNC operator set up a Geo-fence around the perimeter of Airport property to track the activity of its drivers.

DETAILS

Since the start of the service provided by TNC operators, use of the service has grown steadily. This rise in vehicular traffic is requiring increased traffic management and supervision, especially at the designated pick-up location.

In calendar year 2018, the number of drop-offs and pick-ups were:

Drop-Offs	527,116
Pick-Ups	489,127
Total	1,016,243

With the revised flight schedule airlines have advised Staff of, it is anticipated that TNC-related congestion will increase. To maintain a level of traffic flow, traffic coordination, and customer service, Staff is recommending an increase in the loading and unloading fees for the cost of additional traffic management personnel.

#### IMPACT ON REVENUE

Based on 2018 TNC annual drop-off and pick-up activity, the revenue forecast for increasing the loading and unloading fees from \$3.00 to \$3.50 is \$508,121 and will offset the expense for additional contract personnel to monitor and supervise the activities of the TNC operators, as well as maintenance services at the designated curbside during the operating hours of the Airport.

#### STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission approval of a \$0.50 increase of the loading and unloading fees for TNCs serving the Airport and authorization for the Executive Director to issue a fee increase notice to the TNCs.



[AUTHORITY LETTERHEAD]

March 18, 2019

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Increase of Passenger Loading and Unloading Fees at Hollywood Burbank Airport

Dear \_\_\_\_\_:

I write on behalf of the Burbank-Glendale-Pasadena Airport Authority to notify you of an increase to the Loading and Unloading Fees applicable to authorized Transportation Network Companies serving the Hollywood Burbank Airport ("Airport") under the Airport Access and Facilities Use Agreement for Class VIII Operators. Pursuant to Sections 4.2 and 4.3 of this agreement, the Airport Authority has the right to revise rate levels of such fees upon thirty-five days' written notice.

At its meeting on March 18, 2019, the Airport Authority Commission approved an increase of \$0.50 for each fee of \$3.00 to \$3.50 to cover the increase in cost to supervise and manage TNC traffic at the Airport.

The new Loading and Unloading Fees shall be effective on May 1, 2019. Please adjust any systems your company has in place to collect Loading and Unloading Fees so that they reflect the adjusted fee rate. Your company is liable for failure to collect the revised fees.

Very truly yours,

Frank R. Miller  
Executive Director

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
MARCH 18, 2019**

**AMENDMENT NO. 1 TO AGREEMENT FOR SELF-PARK MANAGEMENT SERVICES AND  
VALET PARKING SERVICES;  
PURCHASE ORDER  
FOR ADDITIONAL PARKING EQUIPMENT;  
LICENSING AND DEVELOPMENT FEE ALLOWANCE**

**SUMMARY**

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission for approval of the following:

1. Amendment No. 1 ("Amendment"), copy attached, to the Agreement for Self-Park Management Services and Valet Parking Services ("Agreement") dated May 7, 2018, with SP Plus Corporation ("SP+") to specify implementation and management requirements for an e-Commerce platform as well as to reinforce applicability of SP+'s indemnification obligations to the e-Commerce platform;
2. Award of a Purchase Order in the amount of \$68,624 to Sentry Control Systems LLC ("Sentry") for the purchase and installation of Skidata gate entry columns and barcode scanners for the pre-booking self-park revenue control equipment at the short-term Parking Structure, Lot E and Lot C; and
3. Authorize a \$10,000 allowance for licensing and development fees to CVPS, an Amano Company, ("CVPS") to allow SP+ and its subcontractor, MAG US Parking Management ("MAG"), to connect to the CVPS system used at the Airport.

Subject to the Committee's recommendation, this item has also been placed on the Commission agenda for its consideration at its meeting immediately following the Committee meeting to ensure implementation of the pre-booking system for parking by July 1, 2019.

**BACKGROUND**

As part of the Agreement, SP+ is to implement and manage an e-Commerce platform for online pre-booking parking system by July 1, 2019, for all of the parking products at the Airport.

This online system, using the Airport's website and third-party distribution channels, provides passengers the opportunity to pre-book their parking at the Airport. The system will also utilize dynamic pricing based on the pre-booking parking system's data analytics tools to develop specific pricing strategies for the Airport's operating environment and will set the optimal price per transaction based on an estimated available inventory per lot and parking stay duration. All pricing strategies are subject to the approval of the Commission. The goal of this dynamic pricing is to attract a new and more price sensitive parking customer base that would normally be inclined to use other modes of transportation to and from the Airport for their trips.

STAFF REPORT\OPERATIONS\3-18-19  
AMENDMENT NO. 1 TO AGREEMENT FOR  
SELF-PARK MANAGEMENT SERVICES AND  
VALET PARKING SERVICES, PURCHASE ORDER  
FOR ADDITIONAL PARKING EQUIPMENT;  
LICENSING AND DEVELOPMENT FEE ALLOWANCE

The proposed Amendment specifies the pre-booking parking system implementation and management requirements of SP+ and MAG, as well as reinforces SP+'s indemnification obligations to the Authority. The proposed Amendment reiterates the responsibility of SP+ to provide annual price reviews, parking rate recommendations, development of a parking product hierarchy, and development of a marketing strategy. It also establishes revenue tracking and payment remittance deadlines, as well as reiterates "Payment Card Industry Data Security Standard" (PCI DSS) compliance requirements.

As SP+'s subcontractor, MAG will implement and maintain the online pre-booking parking system. MAG will directly collect all revenues generated from the pre-booking transactions and then remit the parking revenue and related parking taxes, less MAG fees and other third-party distribution channel fees, directly to the Authority within 31 days after the end of each month. All remittances will be accompanied by supporting documentation which is to be reconciled monthly by Staff.

MAG's fee, initially collected at the time of pre-booking, is based on the parking stay duration of each transaction, which is to be initially compared to the initial baseline of annual revenues generated in the Fiscal Year ending June 30, 2019, to determine MAG's actual compensation. The fees initially collected at the time of pre-booking will be based on the actual parking stay duration of the transaction compared to the average stay duration for each lot, which will determine the fee rate to be collected by MAG. All transactions at or below the average stay duration will be assessed only a \$1.90 transaction fee, which is the minimum fee that the Authority will have to pay per pre-booked transaction, and all transactions above the average stay duration will be charged 27% of the total transaction value as the maximum fee per pre-booked transaction. These amounts will be initially deducted from the monthly remittances made to the Authority, subject to a quarterly reconciliation of actual year-to-date ("YTD") revenues collected against the baseline YTD revenue that will be established annually. If the actual YTD revenues are below the baseline YTD revenues, then MAG will only receive the minimum fee per transaction of \$1.90 and will refund the difference from the amounts initially collected to the Authority within 15 days of reconciliation. If the actual YTD revenues are equal to or above the baseline YTD revenues, then MAG is entitled to receive the minimum fee of \$1.90 per transaction and/or 27% previously collected on eligible transactions. The difference, if any, between the initially collected fees and this calculated amount, will be refunded to the Authority within 15 days of reconciliation. Therefore, MAG's actual compensation will be performance driven and based on the goal of attracting a new customer base with longer parking stay durations than the current average durations.

The implementation of the pre-booking parking system will be on-going and during that time Staff will be monitoring the performance of this system to ensure integration with the Airport's current parking systems and website to provide the best customer experience. As defined in the Amendment, SP+ and MAG will implement this pre-booking parking system for Valet Parking on July 1, 2019, following a 30-day testing period. It is intended that the pre-booking parking system is implemented at Self-Park lots shortly thereafter. If the pre-booking parking system's profitability is determined to not have achieved a level of market penetration following a reasonable adoption period by customers, the Commission has the ability to terminate the pre-booking parking services by issuing a 30-day written notice to SP+.

The Authority's CVPS Valet Revenue Control Equipment is currently fully compatible with MAG's pre-booking parking system. However, the Authority's Skidata Self-Park equipment must be modified to integrate with MAG's pre-booking parking system. Additionally, Self-Park gate entry columns require barcode scanners which are compatible to be read by MAG's system. Of the ten gate entry columns required, 7 will be repurposed of the current Self-Park lots A, C, and E, with new barcode scanners added as modifications to current equipment. The 3 locations require the acquisition of new columns with barcode readers. Please refer to Attachment 2 for Sentry's quote.

Below is the breakdown of the total cost for Skidata Self-Park equipment.

Component	Quantity	Price
<b>Hardware</b>		
➤ Power.Gate Entry Column w/ Barcode Kit	3	\$41,742 (\$13,914 each)
➤ Barcode Kit for Existing Power.Gate Entry Columns	7	\$16,380 (\$2,340 each)
<b>Software</b>		
➤ External Card/Barcode Integration	1	\$2,175
➤ Import/Export Reservation Data	1	\$916
➤ Customizable Data Export Functionality	1	\$667
<b>Licensing</b>		
➤ One-time Skidata Integration License	1	\$6,744
<b>Total:</b>		<b>\$68,624</b>

The lead time for the purchase and delivery of Skidata equipment necessary for the implementation of this pre-booking system is approximately 12 weeks, which Staff seeks to acquire now in preparation to institute the pre-booking parking system for the self-park lots.

The Authority's CVPS Valet Revenue Control System and Skidata Self-Park Revenue Control System must be linked with MAG's pre-booking parking system via an API ("Application Programming Interface"). The costs of implementing the API consist of a one-time fee of \$4,350 plus an annual API license fee of \$435. A not-to-exceed amount of \$10,000 is estimated, depending on any further development work by CVPS.

### BUDGET IMPACT

The adopted FY 2019 budget includes \$150,000 for an e-Commerce booking platform which will address the cost of implementation for the API system integration expenses of estimated not-to-exceed \$10,000 and the Skidata gate entry equipment in the amount of \$68,624.

## **STAFF RECOMMENDATION**

Staff seeks a Committee recommendation to the Commission for approval of the following: (1) the attached Amendment to specify implementation and management requirements for an e-Commerce platform and reinforce applicability of SP+'s indemnification obligations to the e-Commerce platform; (2) award of a \$68,624 Purchase Order to Sentry for the purchase and installation of Skidata gate entry columns and barcode scanners for the pre-booking self-park revenue control equipment at the short-term Parking Structure, Lot E, and Lot C; and (3) a \$10,000 allowance for CVPS licensing and development fees to allow SP+ and MAG to connect to the CVPS system used at the Airport.

STAFF REPORT\OPERATIONS\3-18-19  
AMENDMENT NO. 1 TO AGREEMENT FOR  
SELF-PARK MANAGEMENT SERVICES AND  
VALET PARKING SERVICES; PURCHASE ORDER  
FOR ADDITIONAL PARKING EQUIPMENT;  
LICENSING AND DEVELOPMENT FEE ALLOWANCE

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SELF-PARK MANAGEMENT SERVICES AND  
VALET PARKING SERVICES**

This Amendment No. 1 ("First Amendment") to the May 7, 2018 Agreement for Self-Park Management Services and Valet Parking Services ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority") and SP Plus Corporation (SP+) ("Manager") is dated February 26, 2019 for reference purposes.

**RECITALS**

- A. The parties executed the Agreement to provide for Manager's performance of self-park management services and valet parking services at the Hollywood Burbank Airport.
- B. Manager's services under the Agreement include implementation of an e-Commerce Platform for online parking reservations and dynamic pricing, subject to direction from Authority's Executive Director.
- C. Manager intends to subcontract with MAG US Parking Management LLC for implementation and management of an e-Commerce Platform.
- D. The parties desire to amend the Agreement in order to: (i) specify implementation and management requirements for the e-Commerce Platform; and (ii) reinforce the applicability of Manager's indemnity obligations to the e-Commerce Platform implementation and management.

NOW, THEREFORE, the parties agree as follows:

1. **Addition of Exhibit B-1.** The attached Exhibit B-1 is added to the Agreement to memorialize the specific tasks required by paragraph 10 of the Self-Park Management Services section of Exhibit B ("Services") of the Agreement.
2. **Amendment to Section 9.** Subsection 9.1 ("General") of Section 9 ("Indemnity") of the Agreement is amended to read as follows:

"9.1 General. Manager shall defend, indemnify and hold harmless the Indemnitees from and against Claims arising out of, resulting from or relating to this Agreement. Without limiting the generality of the preceding sentence, Manager shall defend, indemnify and hold harmless the Indemnitees from and against Claims arising out of, resulting from or relating to the following: (i) the performance of the Services, including e-Commerce Platform implementation and management; (ii) the employment by or on behalf of Manager of any Manager Employee to perform the Services, including e-Commerce Platform implementation and management; or (iii) the reassignment, replacement, or removal of any Manager Employee from the performance of the Services, including e-Commerce Platform implementation and management. Without limiting the generality of the preceding, Manager's duty to indemnify and hold harmless shall include reimbursement of the Authority for loss, nonpayment, or theft of Authority revenue generated through the e-Commerce Platform.

3. **Amendment of Exhibit C.** The following is added as Section 9 to Exhibit C ("Authority Responsibilities") of the Agreement:

"9. The Authority shall be responsible for remitting to the applicable tax authority all fees and taxes included in the price paid by the e-Commerce parking customer, which taxes ("Transaction Taxes") shall be collected and remitted directly to the Authority by Manager or its subcontractor, MAG US Parking Management LLC, together with the applicable parking fees."

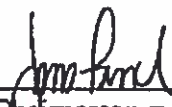
4. **Preservation of Agreement.** Except as expressly modified by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions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

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


**"AUTHORITY"**  
Burbank-Glendale-Pasadena Airport  
Authority

**"MANAGER"**  
SP Plus Corporation

By: \_\_\_\_\_  
Zareh Sinanyan, President

By:  \_\_\_\_\_  
 Chairperson  President  Vice  
President

Approved as to form:

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

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

[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.]

**EXHIBIT B-1**  
**E-Commerce Platform Implementation and Management Requirements**

Manager and/or its subcontractor, which at the time of execution of the First Amendment to the Agreement is MAG US Parking Management LLC (“Subcontractor”), shall:

1. Implement and manage an e-Commerce Platform for online pre-booking services for all Parking Products at the Airport;
2. Conduct annual price reviews and provide recommendations on parking rates at the Airport;
3. Implement a dynamic pricing program for all Parking Products including pricing data analysis;
4. Develop an efficient Parking Product hierarchy, including introduction of new Parking Products subject to the approval of the Manager and the Authority;
5. Develop a distribution network to sell the Parking Products at the Airport per the terms and conditions set forth in the Parking Services Agreement between Manager and Subcontractor;
6. Develop and implement an advertising strategy for all Parking Products at the Airport;
7. Remit directly, on a monthly basis, to the Authority all revenue from Subcontractor-provided Customer Transactions, less amounts paid to or charged by third-party distributors and Subcontractor, within 31 days after the end of the month. All required supporting documentation and reports shall be submitted with the remittance;
8. Coordinate efforts with Skidata AG/Sentry Control Systems, Inc. and CVPS to ensure a seamless integration of systems that does not impact Airport customers;
9. Implement an e-Commerce Platform for pre-booking for Valet Parking no later than July 1, 2019 following a 30-day testing period and approval by the Authority;
10. Ensure transaction records and other support documentation are maintained in accordance with the Authority’s document retention requirements, and provide requested documents and records to the Authority upon reasonable notice;
11. Provide immediate payment for any underpayment remitted to the Authority by Subcontractor in excess of 3% as a result of an audit performed by the Authority, and reimburse the Authority for all reasonable, out-of-pocket costs incurred in connection with such audit;



12. As relates to e-Commerce Platform transactions, ensure Payment Card Industry Data Security Standard (PCI DSS) compliance is met annually, and submit a PCI DSS compliance report to the Authority annually; and
13. Subcontractor shall use a Service Organization Control (SOC) 2 compliant data solution and submit to the Authority a SOC 2 report from its data storage service provider, which report shall be due annually, no later than three (3) months following June 30<sup>th</sup> of each year, covering the Authority's fiscal year period.



**SKIDATA** 4.0  
 KUDELSKI GROUP  
 DRIVING YOUR DIGITAL FUTURE

## Parking Access and Revenue Control Upgrade SENTRY CONTROL SYSTEMS PROPOSAL

ISSUE DATE: 03/05/2019  
 VALID UNTIL: 05/06/2019

PROJECT INFORMATION			
<b>PROJECT NAME:</b>	HBA - ADD BARCODE READERS FOR RESERVATIONS	<b>SENTRY CONTACT:</b>	SAL MARTINEZ
<b>ACCOUNT NAME:</b>	HOLLYWOOD BURBANK AIRPORT	<b>PHONE NUMBER:</b>	8183815258
<b>PROPOSAL #:</b>	267339	<b>E-MAIL ADDRESS:</b>	SALM@SENTRYCONTROL.COM



PROJECT LOCATION	BILL TO INFORMATION
HOLLYWOOD BURBANK AIRPORT 2627 N. HOLLYWOOD WAY BURBANK, CA 91505 PHONE: (818) 840-8840	HOLLYWOOD BURBANK AIRPORT 2627 N. HOLLYWOOD WAY BURBANK, CA 91505 PHONE: (818) 840-8840

SOLUTION SUMMARY
ADDING BARCODE READERS AT EACH ENTRY AND EXIT FOR FUTURE RESERVATIONS PLATFORM.

FINANCIAL SUMMARY			
EQUIPMENT, SOFTWARE, TAX, LABOR, FREIGHT:	\$ 68,624	EQUIPMENT WARRANTY TERM:	12 MONTHS
ANNUAL LICENSING FEES INCLUDED:	\$ 0	SERVICE OPTIONS	FIRST YEAR
SUB-CONTRACTED TOTAL:	\$ 0	SCHEDULED SERVICING	AVAILABLE
WAGE OR INSURANCE PREMIUMS:	\$ 0	EXTENDED WARRANTY	AVAILABLE
PROJECT SERVICES:	INCLUDED	PCI - SECURITY SUPPORT	AVAILABLE
TOTAL SYSTEM INVESTMENT:	\$ 68,624	UPTIME GUARANTEE	AVAILABLE

PROJECT DATES	
YOUR DESIRED GO-LIVE	*08/19/2019


PAYMENT SCHEDULES OF VALUES			
#	PAYMENT DESCRIPTION	%	\$ AMOUNT
1	DEPOSIT CHECK - RETURN WITH SIGNED AGREEMENT TO ACTIVATE THE PROJECT	50%	\$ 34,312
2	ARRIVAL - EQUIPMENT AND SOFTWARE INVOICED ONCE RECEIVED AT SENTRY	30%	\$ 20,587
3	SUBSTANTIAL COMPLETION - UPON GO-LIVE, AN INVOICE WILL BE ISSUED	15%	\$ 10,294
4	FINAL RETENTION - AT PROJECT CLOSE-OUT, A FINAL INVOICE WILL BE ISSUED	5%	\$ 3,431

**PROPOSAL STATEMENT OF WORK**


**PRINT@HOME BARCODE READERS INSTALLED AT ALL SELF-PARK ENTRY AND EXITS: TOTAL 10 BARCODE READERS**


- STRUCTURE LOT (2 ENTRY, 3 EXIT) \*REQUIRES POWER.GATE, 2 WILL BE REPURPOSED FROM LOT A
- LOT E (1 ENTRY, 1 EXIT) \*REQUIRES POWER.GATE, 2 NEW – IT IS ASSUMED EXISTING CODERS ARE IN WORKING CONDITION AND WILL BE REUSED IN THE NEW POWER.GATES
- LOT C (1 ENTRY, 2 EXIT) \*REQUIRES POWER.GATE, 1 NEW – IT IS ASSUMED EXISTING CODERS ARE IN WORKING CONDITION AND WILL BE REUSED IN THE NEW POWER.GATES


**INCLUDES RESERVATION INTEGRATION SOFTWARE AND ASSOCIATED REPORTING SFTW**

SKIDATA HARDWARE				
#	BUNDLE NAME	UNIT PRICE	QTY	EXTENDED PRICE
1	 POWER.GATE ENTRY *INCLUDES PRINT@HOME 2D BARCODE KIT, MOUNTING PLATE. EXISTING CODERS WILL BE REUSED IN NEW UNIT SKIDATA POWER.GATE ENTRY COLUMN.	\$13,913.97	3	\$ 41,742

POWER.GATES KITS				
#	BUNDLE NAME	UNIT PRICE	QTY	EXTENDED PRICE
2	 PRINT@HOME 2D BARCODE KIT	\$2,340.00	7	\$ 16,380

SKIDATA INTEGRATIONS				
#	BUNDLE NAME	UNIT PRICE	QTY	EXTENDED PRICE
3	 PARKING.LOGIC ALL CONNECTION SERVICES INTEGRATION CONNECTION LICENSE	\$6,743.74	1	\$ 6,744

MANAGEMENT SYSTEM SOFTWARE				
#	BUNDLE NAME	UNIT PRICE	QTY	EXTENDED PRICE
4	 SFTW EXTERNAL CARD SYSTEMS (ADDITIONAL) CONVENIENT INTEGRATION OF EXTERNAL CARD SYSTEMS ALLOCATION OF ALL CARD TYPES TO SKIDATA ARTICLES ALLOWS EXTERNAL CHECK & WHITELIST/ BLACKLIST FORMAT PAYMENT BY CARD ALLOWED YES/NO UNDO	\$2,174.62	1	\$ 2,175

5		FILE BASED DATA Ex/IMPORT "RESERVATIONS" FILE BASED DATA Ex/IMPORT "RESERVATIONS"	\$ 915.99	1	\$ 916
6		PI EXPORT DATA "RESERVATIONS" - CUSTOMIZABLE PROVIDES A SPECIFIC FILE BASED DATA EXPORT	\$ 667.02	1	\$ 667



**ACCEPTANCE OF TERMS AND CONDITIONS**

**PURCHASING AGREEMENT WITH TERMS & CONDITIONS:**

INITIAL

INSTALLATION INCLUDES MOUNTING AND COMMISSIONING OF THE SYSTEMS LISTED. SENTRY WILL ASSEMBLE AND TEST THE SYSTEM AND VERIFY IT OPERATE PROPERLY. IMAGES IN THIS PROPOSAL ARE FOR DISPLAY PURPOSES ONLY. THE TABLE SCOPE OF WORK & RESPONSIBILITIES DEFINES SENTRY'S RESPONSIBILITIES; CHANGES MAY ATTRACT ADDITIONAL CHARGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF USE.

SENTRY WILL PROVIDE TRAINING AS WELL AS COMMISSIONING SERVICES UP TO THE HOURS STATED. ADDITIONAL TRAINING CAN BE SCHEDULED AND WILL BE PROVIDED AT THE RATE OF \$950.00 PER DAY.

UNLESS SPECIFICALLY DEFINED, TRAINING IS TO BE DELIVERED AT A SENTRY AUTHORIZED TRAINING FACILITY.

THE COST OF PERMITS WHERE REQUIRED ARE NOT INCLUDED IN THIS PROPOSAL UNLESS SPECIFICALLY STATED.

THIS PROPOSAL IS COVERED UNDER THE CO MECHANICS LIEN LAWS UNLESS SPECIFICALLY EXCLUDED.

PRICING DOES NOT INCLUDE PLA—UNION LABOR RATES AND DOES NOT INCLUDE PREVAILING WAGE LABOR RATES.

PAYMENT TERMS: THE DEPOSIT STATED ABOVE IS DUE WITH ACCEPTANCE OF THIS PROPOSAL. YOU WILL BE BILLED NET 30 AS EQUIPMENT IS DELIVERED TO SENTRY, WITH THE BALANCE DUE UPON COMPLETION. A CANCELLATION OR RESTOCKING CHARGE OF 40% MAY BE ASSESSED ON CANCELLED ORDERS. SPECIAL ORDER ITEMS MAY CARRY UP TO 100% CANCELLATION / RESTOCKING FEE BASED ON FACTORY RETURN POLICIES. ACTUAL SALES AND USE TAX VARY. CUSTOMER IS RESPONSIBLE FOR CHANGES REQUIRED BY LOCAL TAX JURISDICTION.

INVOICES NOT PAID WITHIN THE TERMS OF THIS PROPOSAL ARE SUBJECT TO SERVICE CHARGES AT THE RATE OF 2.0% PER MONTH. IN THE EVENT OUTSIDE MEDIATION IS NECESSARY FOR THE COLLECTION OF AN UNPAID INVOICE, THE CUSTOMER IS RESPONSIBLE FOR COLLECTION COSTS AND REASONABLE ATTORNEY'S FEES.

WARRANTY COMMENCES ON THE DATE SENTRY RECEIVES MATERIALS FROM THE PARTS SUPPLIER UNLESS OTHERWISE SPECIFICALLY DEFINED. SUPPORT FOR MANUFACTURER'S WARRANTY IS PROVIDED DURING BUSINESS HOURS WITH A HOTLINE (REMOTE) SUPPORT OF UP TO 15 MINUTES DURING BUSINESS HOURS. FURTHER SUPPORT SERVICES BY AGREEMENT ONLY. ONLY TRAINED AND CERTIFIED USERS OF THE SUPPORTED SOFTWARE VERSION CAN LOG AND RECEIVE WARRANTY SUPPORT.

BENEFICIAL USE OF THE SYSTEM BY CUSTOMER CONSTITUTES ACCEPTANCE OF THE RATES, ADMINISTRATION OF ALL RATE CHANGES IS THE SOLE RESPONSIBILITY OF THE CUSTOMER. SENTRY IS ABLE TO PROVIDE ADDITIONAL PROFESSIONAL SERVICES ON A TIME AND MATERIALS BASIS AT AN HOURLY RATE IS \$250, SUBJECT TO CHANGE FROM TIME TO TIME, PAYABLE THIRTY (30) DAYS FROM RECEIPT OF INVOICE. CUSTOMER AGREES TO PAY THE ANNUAL OR ONGOING SOFTWARE LICENSING FEES PER THIS PROPOSAL WHEN DUE.

THE FOLLOWING ITEMS TO BE AGREED TO REFER TO SEPARATE DOCUMENTS AVAILABLE FOR REVIEW:

1. A CONDITION OF CONFIRMING THE SCHEDULE YOUR PROJECT FOR INSTALLATION IS RECEIPT OF THE PROJECT DEPOSIT. THE AUTHORIZATION OF THIS DOCUMENT INCLUDES A REQUIREMENT TO PROVIDE DETAILS OF THE PROJECT'S BILL TO CONTACT, ACCOUNTS PAYABLE CONTACT, SITE OWNER AND LENDER AS APPLICABLE.

2. CUSTOMER COVENANTS AND AGREES THAT IT WILL FULLY AND STRICTLY COMPLY WITH THE LICENSING AND PCI ACKNOWLEDGEMENTS AND WITH ALL PROTOCOLS AND LICENSES OUTLINED IN THE ACKNOWLEDGEMENT DOCUMENTS, AS THEY MAY BE AMENDED FROM TIME TO TIME.

**PROJECT AUTHORIZATION**

SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
ORGANIZATION:	ORGANIZATION: SENTRY CONTROL SYSTEMS, LLC

**TERMS OF WARRANTY**

SENTRY CONTROL SYSTEMS LLC ("SENTRY") WARRANTS THAT ALL SKIDATA MANUFACTURED PARKING AND REVENUE CONTROL SYSTEMS (PARCS) PROVIDED BY SENTRY AND DELIVERED HEREUNDER WILL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 1 YEAR UNLESS COVERED BY AN EXTENDED WARRANTY AGREEMENT. ALL OTHER SUPPLIED PRODUCTS ARE WARRANTED IN ACCORDANCE WITH THAT MANUFACTURER'S TERMS.

THE PURCHASER SHALL BE OBLIGATED TO PROMPTLY REPORT ANY FAILURE TO CONFORM TO THIS WARRANTY, IN WRITTEN COMMUNICATION WITHIN SAID PERIOD, WHEREUPON SENTRY CONTROL SYSTEMS SHALL, AT ITS OPTION, CORRECT SUCH NONCONFORMITY, BY SUITABLE REPAIR TO SUCH PRODUCT OR, FURNISH REPLACEMENTS PARTS PROVIDED THE PURCHASER HAS STORED, INSTALLED, MAINTAINED AND OPERATED SUCH PRODUCT IN ACCORDANCE WITH GOOD INDUSTRY PRACTICES AND HAS COMPLIED WITH SPECIFIC RECOMMENDATIONS OF SENTRY CONTROL SYSTEMS.

SENTRY CONTROL SYSTEMS SHALL NOT BE LIABLE FOR ANY REPAIRS, REPLACEMENTS, OR ADJUSTMENTS TO THE PRODUCT OR ANY COSTS OF LABOR PERFORMED BY THE PURCHASER OR OTHERS WITHOUT SENTRY CONTROL SYSTEMS' PRIOR WRITTEN CONSENT. THE EFFECTS OF ACCIDENT, CORROSION, VANDALISM, IMPROPER USE OR INSTALLATION, ANY ACT OF GOD AND NORMAL WEAR AND TEAR ARE SPECIFICALLY EXCLUDED.

THE PURCHASER SHALL NOT CONTINUE TO OPERATE PRODUCT WHICH IS CONSIDERED TO BE DEFECTIVE WITHOUT FIRST NOTIFYING SENTRY CONTROL SYSTEMS IN WRITTEN COMMUNICATION OF ITS INTENTIONS TO DO SO. ANY SUCH USE OF PRODUCT WILL BE AT THE PURCHASERS' SOLE RISK AND LIABILITY.

A SIGNATURE BELOW INDICATES THE PURCHASER'S ACCEPTANCE OF THESE TERMS AND THAT THE EFFECTIVE DATE OF THE WARRANTY IS EITHER THE FIRST DAY OF BENEFICIAL USE OF THE SYSTEM OR SUBSTANTIAL COMPLETION, WHICHEVER IS FIRST FOR THE PRODUCT. A WARRANTY DOCUMENT ILLUSTRATING THE EFFECTIVE DATES WILL BE ISSUED TO THE PURCHASER BY SENTRY FOR ADDITIONAL GUIDANCE ONLY.

AT ANY TIME, IF THE PURCHASER RENOUNCES THE USE OF "PROTECT.CARE" ANTI-VIRUS, THE PURCHASE EXPLICITLY ACKNOWLEDGES THAT SKIDATA WILL NOT INSTALL VIRUS PROTECTION AND IS NOT LIABLE FOR ANY DAMAGE CAUSED BY LACK OF VIRUS PROTECTION. THE PURCHASER IS THEREFORE RESPONSIBLE FOR THE INSTALLATION AND UPDATING OF THE NECESSARY VIRUS PROTECTION.

CONSUMABLE ITEMS ARE SPECIFICALLY EXCLUDED FROM WARRANTY, THESE INCLUDE THERMAL PRINT HEADS AND UPS BATTERIES.

**SOFTWARE CONDITIONS**

THE SOFTWARE CONDITIONS SHALL APPLY IN ADDITION TO SKIDATA'S TERMS & CONDITIONS. SUBJECT MATTER OF THESE SOFTWARE CONDITIONS IS THE GRANTING OF LICENSES FOR SOFTWARE AND THE ACKNOWLEDGEMENT OF THE PCI DSS / PA DSS SECURE IMPLEMENTATION GUIDE. THE SOFTWARE CONDITIONS IN THEIR CURRENT VERSION AT THE TIME OF SUPPLY ALSO APPLY TO CURRENT AND FUTURE UPDATES, UPGRADES, SUPPLEMENTS AND SUPPORT SERVICES. SKIDATA UNIVERSAL SOFTWARE LICENSE AGREEMENT AND PCI DSS / PA DSS SECURE IMPLEMENTATION GUIDE, AND OTHER TERMS ARE SPECIFIED IN DETAIL UNDER THE FOLLOWING LINKS:

SKIDATA UNIVERSAL SOFTWARE LICENSE AGREEMENT: <https://tinyurl.com/y77sfn92>

PCI DSS / PA DSS SECURE IMPLEMENTATION GUIDE: <https://tinyurl.com/y84nf68r>

SKIDATA STANDARD HARDWARE, HOSTING AND CONSULTANCY TERMS: <https://tinyurl.com/ya2thgju>

WITH SIGNING OF THESE TERMS AND CONDITIONS IT IS INDICATED THAT ALSO THE TERMS PRESENTED WITHIN THE SKIDATA UNIVERSAL SOFTWARE LICENSE AGREEMENT AND THE PCI DSS / PA DSS SECURE IMPLEMENTATION GUIDE HAS BEEN READ, ACKNOWLEDGED AND AGREED TO.

<b>ACKNOWLEDGEMENT</b>	<b>SIGNATURE:</b>
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ACCOUNT DETAILS	
<b>ACCOUNTS PAYABLE CONTACT INFORMATION</b>	
ACCOUNTS PAYABLE CONTACT NAME:	
ACCOUNTS PAYABLE EMAIL:	
ACCOUNTS PAYABLE PHONE NUMBER:	
ACCOUNTS PAYABLE MAILING ADDRESS:	
ARE YOU A MUNICIPAL, STATE, OR FEDERAL GOVERNMENT - OWNED CORPORATION?	
ARE YOU TAX EXEMPT? (SEND EVIDENCE SEPARATELY IF NOT ATTACHED)	
PLEASE SELECT ALL THAT APPLY:	OWNER CAR PARK OPERATOR PROPERTY MANAGER GENERAL CONTRACTOR OTHER (SPECIFY)
PREFERRED CONTACT METHOD:	
PREFERRED INVOICE DELIVERY METHOD:	
DEPOSIT CHECK PAYABLE TO:	SENTRY CONTROL SYSTEMS LLC
ADDRESS DEPOSIT CHECK TO:	C/O SALES OPERATIONS DEPARTMENT
DEPOSIT CHECK RETURN ADDRESS:	6611 ODESSA AVE, VAN NUYS CA 91406