



March 29, 2018

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, April 2, 2018, at 8:30 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 Hollywood Way, Burbank, California 91505.

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

REGULAR MEETING
OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE

Airport Skyroom

Monday, April 2, 2018

8:30 A.M.

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



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

AGENDA

1. Approval of Agenda

2. Public Comment

3. Approval of Minutes

a. March 19, 2018

[See page 1]

4. Contracts and Leases

a. Award of Professional Services Agreement
Autocad, Graphic Display, and Airport Planning Services

- Staff report is attached

[See page 5]

Staff seeks a recommendation by the Committee to the Commission to award a Professional Services Agreement to Azrial Ltd. for continued Autocad, graphic display, and airport planning services.

The proposed Agreement (copy attached) is on a time and materials basis at an hourly rate of \$92.50 per hour, not to exceed 1,800 hours annually, for a three-year period with two one-year options. An annual allowance of an amount not-to-

exceed \$5,000 for miscellaneous out-of-pocket expenses such as paper, ink, and reproduction costs are included in the Agreement.

b. Superior Life Support Inc. Change Order for Automated External Defibrillator Service Program Expansion

- Staff report is attached

[See page 19]

Staff seeks an Operations and Development Committee recommendation to the Commission for approval of a change order to the current purchase order with Superior Life Support Inc., for an additional \$20,000 to cover the expansion of the Public Safety Department's Automated External Defibrillator ("AED") program for a three-year period through May 31, 2020. In year one, the fee is \$10,000 and \$5,000 for years two and three respectively.

The Change Order will provide for the installation, service, and support of AED units that were original installed in six Airport Police Department patrol vehicles, but not certified for use. The change order will also provide for the training and certification of all Airport Police Department staff in the use and care of the AED units.

5. Adjournment

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

MONDAY, MARCH 19, 2018

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

ROLL CALL

Present: Commissioners Brown and Tornek

Absent: Commissioner Devine

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director;
Mike Duong, Senior Manager, Business and
Compliance; Paul Chang, Manager, Engineering;
Karen Sepulveda, Manager, Construction Services;
Tom Janowitz, Senior Operations Manager

1. Approval of Agenda The Committee approved the agenda (2–0, one absent).

2. Public Comment There were no public speakers.

3. Approval of Minutes

February 20, 2018

Commissioner Tornek moved approval of the minutes of the February 20, 2018, meeting. The minutes were approved (2–0, one absent).

4. Contracts and Leases

**a. Third Amendment to the Wireless
Communications License Agreement
Between Burbank- Glendale-Pasadena
Airport Authority and AWH Burbank
Hotel LLC**

Staff reported that In July 2017, the Authority executed an Agreement with AWH Burbank Hotel LLC, doing business as Los Angeles Marriott Burbank Airport, ("Marriott") to place radio equipment on the rooftop of the Marriott at the cost of \$500 a month for a period of 10 years. The purpose of the radio equipment is to support the Airports interagency communications system in the surrounding area. The initial ten-year contract expired in August 2017, and since then the Authority has executed two amendments to the agreement to remain in a hold-over status.

The key components of this third amendment are as follows; a three-year term beginning April 1, 2018,

through March 31, 2020, and one, two-year extension option following the expiration date. Rent is \$550 a month or \$6,600 annually during the initial term and if the Authority decides to exercise the extension option, the rent will increase to \$600 a month or \$7,200 annually.

Staff recommended that the Committee recommend to the Commission that it approve the Third Amendment to the Wireless Communications License Agreement with AWH Burbank Hotel LLC for the licensed area at the Los Angeles Marriott Burbank Airport Hotel & Convention Center and authorize the President to execute the same.

Motion

Commissioner Tornek moved approval of Staff's recommendation.

Motion Approved

There being no objections, the motion was approved (2-0, one absent).

b. Authorization to Amend Construction Contract G & S Mechanical USA, Inc. for Additional Modifications to Baggage Recapitalization System Modification Project

Staff reported that on June 19, 2017, as part of a multi-year \$1,870,130 OTA from TSA, the Commission awarded G & S Mechanical USA, Inc. ("G & S") a contract in the amount of \$998,600 to prepare areas for the installation and connection of new baggage screening equipment. Subsequent to this contract award, TSA requested modifications to the existing design for additional upgrades to support the new CTX machines. This additional work includes installation of certain new support components along with additional monitors and controls.

On January 16, 2018, a Professional Services Agreement in the amount of \$25,000 was awarded by the Commission to Swanson Rink for the additional design work required to incorporate the additional scope requested by TSA. The proposed Change Order to G & S reflects the cost to install the additional scope of work for the project.

TSA has reviewed both the original proposal from the Contractor for the additional work and the negotiated price presented by Staff and has authorized the additional expenditure under the current multi-year OTA.

Staff recommended that the Committee recommend to the Commission approval of a Change Order to

G & S Mechanical USA, Inc. in the amount of \$131,920.08 for additional work requested by TSA for the Baggage Recapitalization System Modification Project and authorize Staff to prepare and execute the Change Order.

Motion

Commissioner Tornek moved approval of Staff's recommendation.

Motion Approved

There being no objections, the motion was approved (2-0, one absent).

c. Award of Contract Hangar 1A West Ramp Paving Rehabilitation Project Number E17-22

Staff reported that the pavement in the area of Hangar 1A was first constructed in 1974, and has been determined to have reached the end of its useful life. Accordingly, a rehabilitation project was programmed for this fiscal year.

Staff recommended that that the Committee recommend to the Commission approval of the proposed pavement rehabilitation at Hangar 1A, by:

- Awarding a construction contract in the amount of \$129,648 to Geronimo Concrete;
- Authorizing a not-to-exceed amount of \$10,000 for in-house construction management service, field observation and security; and,
- Establishing a project contingency of \$7,000 which is approximately 5% the project cost.

Motion

Commissioner Tornek moved approval of Staff's recommendation.

Motion approved

There being no objections, the motion was approved (2-0, one absent).

d. Award of Purchase Order to Service Tracking Systems, Inc. for Computerized Valet Parking System Upgrade

Staff reported that the valet parking operation, which accounts for nearly \$8 million of the approximately \$19 million in total gross parking revenues from the Airport's public parking, is managed through the Computerized Valet Parking System ("CVPS"). In 2004, the current version of the CVPS was the latest technology for valet parking management and met the Authority's needs. This version of the CVPS system has now reached the end of its useful life.

The CVPS system is made up of both hardware and software components that the Authority's Accounting Department utilizes to track revenue, valet usage, and independently audit the valet parking activity. The new hardware being proposed includes new ticket dispensers, cashier stations, and customer kiosks that are able to provide increased efficiency and improved convenience for the valet customers. In addition, the proposal included a new computer server to support increased operational reliability. The proposed upgrade to the system software will also provide the ability to integrate newer "app-based" technology that valet customers prefer of using, as well as meeting all current Payment Card Industry Security Standards and compatibility requirements for the EMV credit card readers for computer chip technology credit cards.

Staff recommended that the Committee recommend to the Commission that it authorize the Executive Director to issue a Purchase Order in the amount of \$178,782 to Service Tracking Systems, Inc. for the acquisition and installation of the proposed CVPS system upgrade and issue a separate Purchase Order for the Annual Licensing and Support Agreement in the amount of \$17,308.

Motion

Commissioner Tornek moved approval of Staff's recommendation.

Motion approved

There being no objections, the motion was approved (2-0, one absent).

5. Adjournment

There being no further business, the meeting was adjourned at 8:48 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
APRIL 2, 2018**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT
AUTOCAD, GRAPHIC DISPLAY, AND AIRPORT PLANNING SERVICES**

SUMMARY

Staff seeks a recommendation by the Committee to the Commission to award a Professional Services Agreement ("Agreement") to Azrial Ltd. ("Azrial") for continued Autocad, graphic display, and airport planning services.

The proposed Agreement (copy attached) is on a time and materials basis at an hourly rate of \$92.50 per hour, not to exceed 1,800 hours annually, for a three-year period with two one-year options. An annual allowance of an amount not-to-exceed amount of \$5,000 for miscellaneous out-of-pocket expenses such as paper, ink, and reproduction costs is included in the Agreement.

BACKGROUND

Staff has for the past 25 years, utilized the services of Mr. Dan Lichtner, the Principal of Azrial, to provide computer aided drafting or "CAD" services to the airport on a time and materials basis. Azrial is responsible for the creation of the current Autocad digital drawing library that encompasses several thousand drawings. Mr. Lichtner also has extensive knowledge of the Airport facility, as well as Engineering and Airport procedures and protocols. He provides services in a variety of areas, including conceptual planning, graphic arts, and Autocad construction document preparation.

Staff has routinely attempted to and has been unsuccessful in its efforts to hire Mr. Lichtner as a Staff person. Mr. Lichtner has routinely dismissed that solicitation and prefers to function as an independent contractor, setting his working hours and schedule for performing services to meet the requirements and demands of the Airport. The depth and breadth of Mr. Lichtner's knowledge and familiarity with the Airport and airfield design makes it difficult to find alternative sources of this support that would be cost-effective. To replace Azrial services, it would likely require the engagement of multiple individuals with different skill sets, resulting in substantially more costs to achieve the same level of production.

Azrial is currently contracted under an existing Professional Services Agreement scheduled to expire on May 3, 2018, at the hourly rate of \$83.77 per hour plus \$2.00 per hour for Errors and Omissions insurance for a maximum not-to-exceed amount of 2000 hours per year. This Agreement also includes an annual allowance of \$5,000 for miscellaneous out-of-pocket expenses such as paper, ink and reproduction costs.

The current Agreement allows for the hourly rate to be adjusted on the anniversary date of the Agreement based on the applicable CPI. The recommended increase to \$92.50 per hour represents a 5% increase including a CPI adjustment. This rate compares to \$110.00 per hour market rate currently charged by Azrial to other clients. This proposed revised rate now includes the Errors and Omissions insurance with the maximum annual hours reduced to 1800 hours. The annual expenditure for these services will be reduced under the proposed Agreement by \$8,066 from \$174,566 to \$166,500.

FUNDING

Approximately one-half of the annual effort expended by Azrial is charged directly to individual capital improvement projects. The balance of Azrial's costs are expensed to support the CAD or graphic development needs of other Airport departments. The approved FY 2017-2018 Budget has appropriations for these support services that are not able to be charged to a capital project.

ANNUAL COST ADJUSTMENT

Staff recommends that the proposed Agreement continue to include an automatic adjustment in the hourly labor rate after the end of the first year of the Agreement and each succeeding year thereafter by the Consumer Price Index for All Urban Consumers for the Los Angeles-Riverside-Orange County statistical area (CPI-U) published by the United States Department of Labor, Bureau of Labor Statistics. In the event the Consumer Price Index is discontinued or revised during the term of this Agreement, such other governmental index or computation with which it is replaced shall be used.

STAFF RECOMMENDATIONS

Staff seeks a recommendation by the Committee to the Commission to continue the engagement of Azrial Ltd. for continued Autocad, graphic display, and airport planning services with the award of a Professional Services Agreement and authorize the President to execute the same.

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Azrial Ltd.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated April 16, 2018 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Azrial Ltd. (“Consultant”), a California corporation (“Consultant”).

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to renew its retention of Consultant as an independent contractor providing the following professional services: computer-aided drafting, graphics service, and other related architectural and engineering services.

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

NOW, THEREFORE, the parties agree as follows:

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

A. “Contract Administrator”: Patrick Lammerding or a duly authorized designee.

B. “Executive Director”: Frank R. Miller or a duly authorized designee.

C. “Federal Requirements” the federal requirements set forth in the attached Exhibit C, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.

D. “Indemnitees”: the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

2. **Services.**

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

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

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

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

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

3. Term.

A. This Agreement shall commence on May 4, 2018 and shall expire on May 3, 2021 unless extended by the Authority pursuant to paragraph (B) below or terminated by either party pursuant to paragraph (C) below.

B. The Authority shall have two options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, the Authority shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

C. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon seven days prior written notice to the other party. In the event of termination, the Authority shall pay Consultant for work satisfactorily performed through the termination date.

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to fee schedule set forth in Exhibit B.

B. Consultant shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation,

or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

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

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

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

9. Insurance.

A. The Authority shall cause Consultant to be an additional insured under the Authority's Airport Liability insurance policy. The insurance coverage shall apply to Consultant's actions on the Authority's behalf that are directly related to the operation of the Airport and that cause third party bodily injury, property damage, or both.

B. Consultant shall procure and maintain for the duration of this Agreement automobile liability insurance with limits no less than \$100,000 per accident for bodily injury and property damage. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. The policy shall contain, or shall be endorsed to contain, the following provisions:

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

2. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, unless waived by the Contract Administrator.

C. Consultant shall procure and maintain for the duration of this Agreement Professional Liability insurance with limits no less than \$1,000,000.

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

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

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Patrick Lammerding
E-mail: PLammerding@bur.org

Consultant
Azrial Ltd.
18321 Algiers Street
Porter Ranch, CA 91326
Attn: Dan Lichtner
E-mail: azrialtd@gmail.com

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

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


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

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

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

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

Azrial Ltd.



 Chairperson President Vice President

 Secretary Asst. Secretary
 Chief Finance Officer Asst. Treasurer

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

Burbank-Glendale-Pasadena Airport Authority

President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

Consultant shall provide computer-aided drafting, graphics service, and other related architectural and engineering services under the direct supervision of the Contract Administrator.

EXHIBIT B
Fee Schedule

Consultant shall be compensated for the actual number of authorized hours performed for each assigned task.

Consultant shall be compensated at a rate of \$92.50 per hour not to exceed 1,800 hours per year. Additionally, Consultant shall receive an annual allowance of \$5,000 for miscellaneous out-of-pocket expenses such as paper, ink, and reproduction costs

Commencing May 4, 2019, automatic hourly labor rate adjustments shall be made each year by Consumer Price Index for All Urban Consumers for the Los Angeles-Riverside-Orange County statistical area (CPI-U) published by the United States Department of Labor, Bureau of Labor Statistics. In the event the CPI-U is discontinued or revised during the term of this Agreement, such other governmental index or computation with which it is replaced shall be used.

EXHIBIT C
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

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

2. Civil Rights – Title VI Assurance

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

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

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

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

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

E. **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the Non-discrimination provisions of this contract, the Authority will impose such contract

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

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

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

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

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

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

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

3. Federal Fair Labor Standards Act

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

4. Occupational Safety and Health Act

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Answer Financial Insurance Svcs 8774 Sepulveda Blvd., Suite 7 North Hills, CA 91343 License #: 0D04029	CONTACT NAME: Susana Martinez/SM2 PHONE (A/C, No, Ext): (818)920-7700 E-MAIL ADDRESS: answer@answerservicesinc.com	FAX (A/C, No): (818)895-6667
	INSURER(S) AFFORDING COVERAGE	
INSURED Azrial Ltd DBA Plan Plus 18321 Algiers Street Porter Ranch, CA 91326	INSURER A: Certain Underwriters at Lloyd's	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 00000000-27037 **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liability		16LFSPL0093	10/02/2017	10/02/2018	Professional Liabil 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please be advise that the below named entity is listed as certificate holder and additional insured. The certificate shall include the requirements fo (30) day's notice of the cancellation to the certificate holder by the contractor's (vendor) insurance company in case the coverage is cancelled or materially changes.

CERTIFICATE HOLDER Burbank Glendale Pasadena Airport Authority 2627 Hollywood Way Burbank, CA 91505	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (SM2)
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**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
APRIL 2, 2018**

**SUPERIOR LIFE SUPPORT INC.
CHANGE ORDER
FOR AUTOMATED EXTERNAL DEFIBRILLATOR SERVICE PROGRAM EXPANSION**

SUMMARY

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission for approval of a change order to the current purchase order with Superior Life Support Inc. ("SLS") for an additional \$20,000 to cover the expansion of the Public Safety Department's Automated External Defibrillator ("AED") program for a three-year period through May 31, 2020. In year one, the fee is \$10,000 and \$5,000 for years two and three respectively. The Change Order will provide for the installation, service, and support of AED units that were originally installed in six Airport Police Department patrol vehicles, but not certified for use. The change order will also provide for the training and certification of all Airport Police Department staff in the use and care of the AED units.

BACKGROUND

The Department of Public Safety, comprised of the Airport Fire Department and the Airport Police Department, recognized the possible need for the use of AEDs on Airport property and began the process of finding a vendor to supply the AEDs as well as support and train Airport Police Department staff.

On May 30, 2017, the Authority executed a purchase order with SLS for American Heart Association ("AHA") and Public Access Defibrillation ("PAD") Program Management for a period of three years. This program consisted of AHA Instructor training and all of the support materials for Basic Life Support; AHA Instructor training and all of the support materials for the Heartsaver First Aid program; and 35 HeartStart FRx Defibrillators with all necessary support and documentation. These AED devices are installed in various location in and around the passenger terminal and ARFF vehicles. The purchase order had a Not-to-Exceed Value of \$56,219.57, which consisted of \$31,347.56 for the first year, \$13,426.77 for the second year, and \$11,445.24 for the third year.

On June 22, 2017, the Authority and SLS executed a change order to increase the price by \$420.00 per year, which amounts to \$1,260.00 for the three-year term and results in the purchase order having a Not-to-Exceed Value of \$57,479.57. This change order covered an additional four PAD Medical Direction uses per year required for each defibrillator for a total of 38 defibrillators at the Airport.

DETAILS

In order to stay compliant with the public safety AED service provider program requirements set forth by the Department of Health Services in the County of Los Angeles, the Airport Police Department has to undergo training and certification on the use of AED devices installed in the patrol vehicles. The AEDs were delivered under the initial purchase order, but the initial program did not include the training and certification of all Airport Police Department staff.

SLS will provide, per the attached proposal, the following:

- A program that meets all State regulations and Emergency Medical Services Agency Policies
- Obtain LA County Department of Health Services approval for Airport Police Department as a public safety AED service provider
- Oversight of the Airport Police Department's program management
- Collection of required data and reporting to the LA County Department of Health Services
- Submission of annual reports to the LA County Department of Health Services
- Review of all cases in which an AED is applied, review of system performance, and recommendations for modification of the system design, performance protocols or training standards designed to improve patient outcomes
- Assistance to the Airport Police Department with compliance of EMS Agency policies and procedures related to the local Emergency Medical Services Authority
- Submission of the application and all required documents as outlined in the application process
- Training that includes an overview of the EMS system, 911 access and aid in creating the department's internal response and operational plan
- A written policy to the Airport Police Department regarding the proper AED maintenance procedures.

FISCAL IMPACT

The FY 2018 additional expense of \$10,000 is anticipated to be accommodated within the adopted O&M budget expense appropriations. The additional expense of \$5,000 for each subsequent year thereafter will be included in future budget appropriation request for the inclusion of the Airport Police Department into the AED program.

STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission approval of the proposed \$20,000 Change Order with SLS to cover the expansion of the Public Safety Department's AED program to include the Airport Police Department and associated equipment in all six Airport Police vehicles.



Superior Life Support Inc.

25128 Avenue Tibbitts #150
 Valencia, CA 91355
 Phone: 661-607-0344 Fax: 661-607-0603
 Email: contact@superiorlifesupport.com

Formal Quote

Date	Quote #
3/12/2018	2299

Name / Address
BGPAA Police Department 2627 N Hollywood Way, Burbank, CA 91505

Terms	Quotation Expiration	FOB
Net 30	4/11/2018	NA

Item	Description	Qty	List Price	Your Price	Total
REF 413 I	<p>Public Safety AED Service Provider Program Approval & Implementation 2018 Superior Life Support (SLS) Public Safety AED Service Provider Program will include:</p> <p>Program Approval:</p> <ol style="list-style-type: none"> SLS will provide a program that shall meet all State regulations and EMS Agency Policies. Obtain LA County DHS approval for BGPAA Police Department as a public safety AED service provider. <p>Assist with implementing program requirements:</p> <ol style="list-style-type: none"> Oversee program management. Collect required data. Submit Annual Reports. Review all cases where an AED was applied, review system performance, and make recommendations for modification of system design, performance protocols or training standards designed to improve patient outcomes. Assist BGPAA Police Department with compliance of EMS Agency policies and procedures related to the local EMSA (DHS). <p>Submit the Initial Application:</p>	1		10,000.00	10,000.00

Quotations and Estimates are valid for 30 days. Thank you for the opportunity to do business!

Total

With the exception of gross negligence by Superior Life Support (SLS), in no event shall SLS be liable for any Indirect, punitive, incidental, consequential or special damages, including without limitation, lost revenue or profits, business interruption, loss of data, or the cost of substitute products or services, whether arising from breach of the terms of this agreement, breach of warranty, negligence, indemnity, strict liability or other tort, regardless of it being foreseeable or a failure of the system or licensed software to achieve its essential purpose.

With the exception of gross negligence by SLS, the Liability, if any, of SLS for all damages and based on all claims, whether arising from breach of the terms in this agreement, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise, related to the system, licensed software and/or services, is limited to an amount not to exceed the price of the system, licensed software, hardware or services.

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Authorized Signature: _____

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BGPAA Police Department 2627 N Hollywood Way, Burbank, CA 91505		Net 30		4/11/2018	NA
Item	Description	Qty	List Price	Your Price	Total
	<ol style="list-style-type: none"> 1. SLS shall submit a complete application. 2. SLS shall include all required documents as outlined in the application packet. 3. SLS shall provide a letter of intent which will include: <ol style="list-style-type: none"> a. A statement that BGPAA Police Department is willing to abide by Los Angeles County EMS Agency Reference No. 413, Public Safety Provider Program Requirements. b. An assurance that all AED devices in use meet current AHA ECC guidelines. c. Changes in key personnel or equipment will be reported to the Los Angeles County EMS Agency within thirty (30) days. d. Notification of discontinuance of an approved public safety AED program will be sent to the Los Angeles County EMS Agency within thirty (30) days. <p>Training requirements will be conducted by the BGPAA Police Department and/or Fire Department with the exception of what is outlined below:</p> <ol style="list-style-type: none"> 1. Initial training (Instructor Training) will be provided by Superior Life Support Inc. to the BGPAA Police Department. Overview of the EMS system, 9-1-1 access, interaction with Police personnel, and organizations's internal response and operational plan 				
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Item	Description	Qty	List Price	Your Price	Total
	<p>which will be done by BGPAA Police Department. 2. AED Response Forms to be completed by the Police Department and will be submitted to DHS by SLS.</p> <p>Skills Competency requirements will be conducted by BGPAA Police Department in providing:</p> <ol style="list-style-type: none"> 1. AED competency testing at least annually per program requirements and when changes in equipment occur. 2. A Heartsaver First Aid CPR AED recertification course that meets program requirements <p>The following will be provided to the EMS Agency or EMS Authority by SLS upon request for each public safety AED authorized user:</p> <ol style="list-style-type: none"> 1. Dates of most recent first aid, CPR and AED training. 2. Most recent AED skills competency date. <p>With regards to Maintenance and Equipment/Supplies:</p> <ol style="list-style-type: none"> 1. SLS will provide a written policy to BGPAA Police Department on proper AED maintenance procedures. <p>A Response and Operational Plan for AED use will be created by BGPAA Police Department which will</p>				
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<p>With the exception of gross negligence by Superior Life Support (SLS), in no event shall SLS be liable for any indirect, punitive, incidental, consequential or special damages, including without limitation, lost revenue or profits, business interruption, loss of data, or the cost of substitute products or services, whether arising from breach of the terms of this agreement, breach of warranty, negligence, indemnity, strict liability or other tort, regardless of it being foreseeable or a failure of the system or licensed software to achieve its essential purpose.</p> <p>With the exception of gross negligence by SLS, the Liability, if any, of SLS for all damages and based on all claims, whether arising from breach of the terms in this agreement, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise, related to the system, licensed software and/or services, is limited to an amount not to exceed the price of the system, licensed software, hardware or services.</p>					

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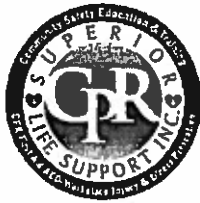
Name / Address		Terms		Quotation Expiration	FOB
BGPAA Police Department 2627 N Hollywood Way, Burbank, CA 91505		Net 30		4/11/2018	NA
Item	Description	Qty	List Price	Your Price	Total
	<p>include the following:</p> <ol style="list-style-type: none"> How emergency response will be activated. Geographical response area, location of each AED and number of AEDs in service. Response personnel. Scene Safety. Documentation post AED application <p>Program Review and Reporting:</p> <ol style="list-style-type: none"> BGPAA Police Department shall notify SLS in writing within thirty (30) days of any change in program coordinator, and/or changing, adding or upgrading of AEDs. SLS shall notify the local EMS Agency SLS Shall submit the EMS Agency annual report by March 31st for the previous year. The annual report shall include, but may not be limited to: <ol style="list-style-type: none"> The total number of cardiac responses The total population served The number of persons who suffered a witnessed cardiac arrest whose initial monitored rhythm was ventricular tachycardia or ventricular fibrillation on whom an AED was applied. The number of patients who had witnessed or un-witnessed defibrillation. Number of personnel who are authorized to perform defibrillation by the public safety AED service 				
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	provider (Public Safety vs, Lay public) In Record Keeping, SLS shall maintain the following for four (4) years which shall be available for review: 1. All documentation required for program approval. 2. Training and competency rosters. 3. Instructional and testing material. 4. Maintenance/Inspection log sheets				

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Total

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Item	Description	Qty	List Price	Your Price	Total
REF 412 M	Public Safety AED Service Provider Annual Maintenance Plan 2018 (Year 1)			5,000.00	5,000.00
REF 412 M	Public Safety AED Service Provider Annual Maintenance Plan 2019 (Year 2)			5,000.00	5,000.00
Quotations and Estimates are valid for 30 days. Thank you for the opportunity to do business!			Total		\$20,000.00
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