



August 15, 2024

CALL AND NOTICE OF A REGULAR MEETING OF THE
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Legal, Government and Environmental Affairs Committee will be held Monday, August 19, 2024, at 8:30 a.m., in the Burbank Room of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

In addition to attending the meeting in person, members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

*Dial In: (701) 802-5334
Access Code: 2451017#*

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

REGULAR MEETING
OF THE
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
Burbank Room
Monday, August 19, 2024
8:30 a.m.

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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 three minutes or to such other period of time as may be specified by the presiding officer.*

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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.

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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, August 19, 2024

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes

a. July 15, 2024

[See page 1]

5. Items for Approval

- a. Award of Professional Services Agreement
Air service Consulting Services

[See page 3]

Staff seeks a Legal, Government and Environmental Affairs Committee recommendation to the Commission for award of a Professional Services Agreement to Arthur D. Little, LLC ("ADL") for continued air service consulting services. The services to be provided by ADL are complementary to the airport marketing consulting services obtained through the contract recently awarded to Anyone Collective. The proposed cost for the proposed services is for an amount not-to-exceed \$70,000.

- b. Citizen Advisory Committee Appointments

[See page 7]

Staff seeks a Legal, Government, and Environmental Affairs Committee ("Committee") recommendation to the Commission that it appoint Citizen's Advisory Committee ("CAC") nominees provided by the Cities of Burbank, Glendale, and Pasadena. In order to allow the CAC to start work as soon as possible, this item has been placed on the Commission agenda for its meeting immediately following the Committee's meeting.

6. Items for Information

- a. Committee Pending Items

[See page 9]

7. Adjournment

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

JULY 15, 2024

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 8:30 a.m., by Commissioner Gabel-Luddy.

1. ROLL CALL

Present:	Commissioners Gabel-Luddy, Najarian and Williams
Absent:	None
Also Present:	Staff: Frank Miller, Executive Director; Nerissa Sugars, Director, Communications and Air Service; Maggie Martinez, Director, Noise and Environmental Affairs Michael Fiore, Anyone Collective LLC; Tami McCrossen-Orr, Trifiletti Consulting, Inc. Terence R. Boga, Airport Authority Counsel; Richards, Watson, Gershon

2. Approval of Agenda

Commissioner Williams moved approval of the agenda; seconded by Commissioner Najarian. The agenda was approved (3-0).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. June 17, 2024

Commissioner Williams moved approval of the June 17, 2024 Committee meeting minutes, seconded by Commissioner Najarian. There being no objection, the motion was approved (3-0).

5. Items for Approval

a. Award of Professional Services Agreement - Airport Marketing Consultant Services

Staff sought a Committee recommendation to the Commission to award a Professional Services Agreement to Anyone Collective for a not-to-exceed amount of \$895,000. Anyone Collective will provide airport marketing consulting services and media purchases in support of the Authority's FY 2025 Branding, Marketing and Advertising program.

Subject to the recommendation of the Committee, this item was placed on the Commission agenda for its consideration immediately following the Committee's meeting.

Motion

Commissioner Williams motioned for approval, Seconded by Commissioner Najarian.

Motion Approved

The motion was approved (3-0).

6. Items for Information

a. Air Quality Improvement Program Update

Staff and consultant provided an update on the Air Quality Improvement Plan developed in collaboration with the South Coast Air Quality Management District.

b. Committee Pending Items

Staff updated the Committee on future pending items.

7. Adjournment

There being no further business, the meeting was adjourned at 9:10 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
AUGUST 19, 2024**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT
AIR SERVICE CONSULTING SERVICES**

Presented by Nerissa Sugars
Director, Communications and Air Services

SUMMARY

Staff seeks a Legal, Government and Environmental Affairs Committee ("Committee") recommendation to the Commission for award of a Professional Services Agreement ("Agreement"), copy attached, to Arthur D. Little, LLC ("ADL") for continued air service consulting services. The services to be provided by ADL are complementary to the airport marketing consulting services obtained through the contract recently awarded to Anyone Collective. The proposed cost for the proposed services is for an amount not-to-exceed \$70,000.

BACKGROUND

Staff has previously engaged the services of ADL in connection with the Authority's general air service retention and development efforts. ADL provides data research and market analysis that airlines review in considering whether current air services at an airport are to be maintained or if other potential market opportunities exist. ADL is an international management consultant firm that provides an array of services including market research, strategy, and information management.

ADL has been assisting Staff with bringing recognition to Hollywood Burbank Airport's location and opportunities for air carriers' consideration. The firm's continuing involvement has significantly helped the development of new nonstop flight segments.

As Hollywood Burbank Airport works to build on the momentum of 2023's record breaking passenger count, Staff seeks to continue the air service retention and development initiative utilizing the services of ADL. The collaboration will continue to focus on retention of existing route networks, identifying potential new markets, and cultivating interest from air carriers to include Hollywood Burbank Airport in their future network planning.

PROPOSAL DETAILS

Under the proposed Agreement, ADL will provide Staff with:

- On-call support for air service research
- Communication recommendations with airline network planning and scheduling representatives
- Marketing data support
- Background information regarding policy and regulatory matters that may impact the aviation industry.
- Participation with Staff at airline meetings and air service conferences

BUDGET IMPACT

Appropriations for these services are included in the adopted FY 2025 budget.

STAFF RECOMMENDATION

Staff seeks the recommendation of the Committee to the Commission that it award ADL the proposed Agreement in an amount not-to-exceed \$70,000 for air service consulting services and that the President be authorized to execute the same.



Arthur D. Little, LLC
10 High Street, Suite 900
Boston, MA 02110
U.S.A.

July 10, 2024

Ms. Nerissa Sugars
Director
Communications and Air Service
Burbank-Glendale-Pasadena Airport Authority
2627 North Hollywood Way
Burbank, CA 91505

Dear Nerissa:

Arthur D. Little ("ADL") is pleased to present this proposal to provide air service development support to the Burbank-Glendale-Pasadena Airport Authority ("Authority")

ADL proposes the following:

Ad Hoc Services

ADL will undertake the following activities in support of the Authority's air service development efforts:

Provide the Authority with on call support for various air service development related efforts from September 1, 2024, to August 31, 2025.

- Provide advice on air carrier communications.
- Provide BUR airport management with intelligence on potential air service development opportunities.
- Provide advice related to policy and regulatory matters.
- Provide miscellaneous air carrier and market analysis, as requested.

Provide services to support the Authority's participation at airline/airport conferences such as World Routes, Routes Americas, and Jumpstart.

Services to be provided in conjunction with these conferences could include:

- Review with the Authority air carriers planning to attend each conference to assist in the prioritization of requests for airline meetings.
- In conjunction with the Authority, develop objectives for each air carrier meeting.
- Analyze and recommend an approach, including target markets, for each of the air carrier meetings.

- Prepare marketing and analytical materials, as appropriate, for the one-on-one airline meetings.
- Support follow up efforts with air carriers directly related to interactions at these conferences.
- At the Authority's option on-site support and participation at each conference.

Proposed Budget

The proposed budget for the activities outlined above, including estimated reimbursable expenses, is not to exceed \$70,000.00.

Work on these tasks will be billed at the following hourly rates:

Staff	Hourly Rate
Project Manager	\$250.00
Consultant	\$200.00
Graphic Artist	\$100.00

Reimbursable expenses will be charged to the Authority at cost, subject to prior approval by the Authority. The budget includes an estimate for reimbursable expenses.

Please let us know if you have any questions regarding this proposal.

With best regards,



Jim Miller

Partner
Arthur D. Little, LLC

E: miller.jim@adlittle.com / T: 301-850-8050

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
AUGUST 19, 2024**

CITIZEN'S ADVISORY COMMITTEE APPOINTMENTS

Presented by Aaron Galinis
Senior Airport Planner

SUMMARY

Staff seeks a Legal, Government, and Environmental Affairs Committee ("Committee") recommendation to the Commission that it appoint Citizen's Advisory Committee ("CAC") nominees provided by the Cities of Burbank, Glendale, and Pasadena. In order to allow the CAC to start work as soon as possible, this item has been placed on the Commission agenda for its meeting immediately following the Committee's meeting.

BACKGROUND

On January 16, 2024, the Commission awarded a contract to Harris Miller Miller and Hanson ("HMMH") to undertake an Airport Noise Compatibility Study, which is commonly known as a "Part 150 Study." A Part 150 Study comprises two specific categories of documents as deliverables, which are (i) Noise Exposure Maps ("NEMs") that depict existing and 5-year forecast future conditions of airport noise contours at 65 and 70 decibels of Community Noise Equivalent Level ("CNEL"), and (ii) a Noise Compatibility Program ("NCP") that identifies programs and policies to remedy untreated residential and educational land uses located within those contours. HMMH is currently performing technical analysis associated with these tasks and will begin a concurrent community outreach process following the appointment of the CAC membership.

During its March 18, 2024 meeting, the Commission adopted Resolution No. 510 to reestablish the CAC as a nine-member body representing the Cities of Burbank, Glendale, and Pasadena. Pursuant to Section 3 of the resolution, the function of the CAC is to be a purely advisory body during the Part 150 Study that focuses exclusively on: (i) gathering public input on airplane noise issues associated with the airport; and (ii) assisting in the update of the Authority's NEMs and NCP. Resolution 510 also directed staff to solicit CAC nominations from city managers of each city.

The Cities of Burbank, Glendale, and Pasadena each selected three CAC nominees through independent processes. The CAC will become active upon the appointment of the membership by the Commission and shall dissolve upon the Authority's submission of updated NEMs and NCP to the FAA. The names of the CAC nominees are presented as follows:

City of Burbank:

- Raymond Scholl
- Laura Ioanou
- Martin Perlmutter

City of Glendale:

- Aurora Abracia
- Adrian Fieda
- Carl Povilaitis

City of Pasadena:

- Rey Rodriguez
- Dino Barajas
- Phlunté Riddle

STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission that it appoint to the CAC the nominees submitted by the Cities of Burbank, Glendale, and Pasadena.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
AUGUST 19, 2024**

COMMITTEE PENDING ITEMS

Future

1. Award of Contract - Trifiletti Consulting, Inc.
2. Report on APD Arsenal Inventory (AB 481)
3. Exploration of Options to Become a Utility Provider
4. LEEDS to Density Presentation (tentative) (City of Burbank - Golden State Plan)

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Arthur D. Little, LLC)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated August 19, 2024 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Arthur D. Little, LLC, ("Consultant"), a Delaware limited liability company ("Consultant").

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: air service development support for FY 2025.

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

NOW, THEREFORE, the parties agree as follows:

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

A. "Commencement Date": September 1, 2024.

B. "Contract Administrator": Nerissa Sugars or a duly authorized designee.

C. "Contract Limit": \$70,000.

D. "Executive Director": Frank R. Miller or a duly authorized designee.

E. "Expiration Date": August 31, 2025.

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

G. "Fee Schedule": the fee schedule set forth in the Proposal.

H. "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.

I. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B.

J. "Proposal": Consultant's July 10, 2024 proposal attached as Exhibit A.

K. "Services": the tasks set forth in the Proposal.

2. Services.

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

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

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

3. Term.

A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated.

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

4. Compensation.

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 the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

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. Indemnification.

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

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

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

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

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

12. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail 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. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received based on the e-mail delivery.

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Nerissa Sugars
E-mail: NSugars@bur.org

Consultant
Arthur D. Little, LLC
10 High Street, Suite 900
Boston, MA 02110
Attn: Jim Miller
E-mail: miller.jim@adlittle.com

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

14. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, 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.

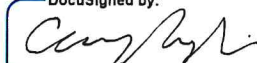
15. Exhibits. Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A or B, the provisions of this Agreement shall prevail. In the event of any material discrepancy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

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


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

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

Arthur D. Little, LLC

DocuSigned by:

AAE61DB577FE4CB...

Manager

DocuSigned by:

25B2EA01620140F...

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

Burbank-Glendale-Pasadena Airport Authority

Ara Najarian, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Proposal

(attached)

EXHIBIT B
Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work.

EXHIBIT C
Non-AIP Project Federal Requirements

References in this Exhibit to “Contractor” shall be deemed to refer to Consultant.

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

A. 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 USC § 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 USC § 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 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination 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. 74087 (2005)];

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 USC § 1681, et seq).

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) 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.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor 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.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor 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 the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor 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 Sponsor 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, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor 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. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

