



April 3, 2025

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, April 7, 2025, 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, April 7, 2025
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 three 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, April 7, 2025

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes
 - a. March 17, 2025 **[See page 1]**
5. Items for Approval
 - a. Approval of Charging Station License Agreement
City of Burbank **[See page 3]**

Staff seeks a Legal, Government and Environmental Affairs Committee (“Committee”) recommendation to the Commission to approve the proposed Charging Station License Agreement (“Agreement”) with the City of Burbank (“City”) to replace an expired Right of Entry for Installation and Maintenance of Plug-in Electric Vehicle Charging Stations. The Agreement will give the City access to the Airport for maintenance of one vehicle DC Fast Charge Station until the Authority closes the Short-Term Parking Structure for demolition, which is anticipated to be in October 2026.

Subject to the Committee’s consideration, as the Burbank City Council, has approved the proposed Agreement, this item has also been placed on the Consent Calendar for the Commission’s consideration at its meeting immediately following the Committee’s meeting.
6. Items for Information
 - a. Committee Pending Items **[See page 5]**
7. Adjournment

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

MONDAY, MARCH 17, 2025

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 8:40 a.m., by Commissioner Gabel-Luddy.

1. ROLL CALL

Present: Commissioners Gabel-Luddy, Najarian and Gordo
(arrived at 8:47 a.m.)

Absent: None

Also Present: Staff: Patrick Lammerding, Deputy Executive Director, Operations; Kyle Porter, Manager, Noise and Environmental Affairs; Maggie Martinez, Director, Noise and Environmental Affairs

Eugene Reidel, Vice President, Harris Miller Miller and Hanson

2. Approval of Agenda

Motion Commissioner Najarian moved approval of the agenda; seconded by Commissioner Gabel-Luddy.

Motion Approved The motion was unanimously approved (2–0, 1 absent).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. February 18, 2025 A draft copy of the special meeting minutes of February 18, 2025, was included in the agenda packet for review and approval.

Motion Commissioner Najarian moved approval of the minutes; seconded by Commissioner Gabel-Luddy.

Motion Approved The minutes were unanimously approved (2–0, 1 absent).

5. Items for Approval

a. Annual Review and Adjustment of Noise Violation Fines Staff sought a Legal, Government and Environmental Affairs Committee (“Committee”) recommendation to the Commission to authorize an increase to the noise fines associated with certain restricted operations as detailed in Airport Noise Rules 8 and 9 as described below, in accordance with the annual adjustment of noise violation

finer required by Resolution No. 382.

Motion

Commissioner Najarian moved approval; seconded by Commissioner Gabel-Luddy.

Motion Approved

The motion was approved (2-0, 1 absent).

6. Items for Discussion

**a. Van Nuys Airport Revised
Departure Procedures**

Staff presented a description of recent changes to departure procedures at Van Nuys airport.

7. Items for Information

a. Committee Pending Items

Due to time constraints this item was not discussed.

8. Adjournment

There being no further business to discuss, the meeting was adjourned at 9:07 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
APRIL 7, 2025**

**APPROVAL OF CHARGING STATION LICENSE AGREEMENT
CITY OF BURBANK**

Presented by Derrick Cheng
Assistant Manager, Business & Properties

SUMMARY

Staff seeks a Legal, Government and Environmental Affairs Committee (“Committee”) recommendation to the Commission to approve the proposed Charging Station License Agreement (“Agreement”), copy attached, with the City of Burbank (“City”) to replace an expired Right of Entry for Installation and Maintenance of Plug-in Electric Vehicle Charging Stations. The Agreement will give the City access to the Airport for maintenance of one vehicle DC Fast Charge Station until the Authority closes the Short-Term Parking Structure for demolition, which is anticipated to be in October 2026.

Subject to the Committee’s consideration, as the Burbank City Council, has approved the proposed Agreement, this item has also been placed on the Consent Calendar for the Commission’s consideration at its meeting immediately following the Committee’s meeting.

BACKGROUND

Approximately 10 years ago, the City established a Plug-In Electric Vehicle Charging Program to promote the use of alternative fuel vehicles in Burbank to support sustainability goals, reduce pollution and create a high quality of life in Burbank.

On October 13, 2015, the Commission approved a Right of Entry for Installation and Maintenance of Plug-In Electric Vehicle Charging Station Agreement (“2015 Agreement”). Among other things, the purpose of the 2015 Agreement was to enable the City to enter the Airport to install and maintain a DC Fast Charge Station located near the entrance of the Short-Term Parking Structure. The 2015 Agreement has since expired.

In December 2024, Burbank Water & Power (“BWP”) reached out to staff seeking to enter into a License Agreement to provide continued access to the Airport for the maintenance of the DC Fast Charge Station until the permanent closure of the Short-Term Parking Structure.

The City bears the cost of electric services provided to operate and maintain the DC Fast Charge Station as well as for the removal of the DC Fast Charge Station prior to the demolition of the Short-Term Parking Structure.

DETAILS

- Location: South of the entrance to the Short-Term Parking Structure
- Purpose: Access to maintain the vehicle DC Fast Charge Station
- Term: Commencement upon execution of the License Agreement
- Termination: Closure of the Short-Term Parking Structure.
- Rent: There is no charges or fees associated with this Agreement
- Others: Licensee shall use a dedicated electric service connection and bear the cost of electric services provided to operate and maintain the DC Fast Charge Station.

On March 27, 2025, BWP presented the proposed Agreement to the Burbank City Council and without objection, the Agreement was approved. A partially executed copy of the Agreement is attached.

STAFF RECOMMENDATION

Staff seeks the Committee’s recommendation to the Commission to approve the proposed Agreement with the City and authorize the President to execute the same.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
APRIL 7, 2025
COMMITTEE PENDING ITEMS**

Future

- | | |
|--|----------|
| 1. Power Options Study Report (M. Adams) | April 21 |
| 2. Award of Contract - Computer Aided Dispatch System | TBD |
| 3. Approval of Minor Amendment to the EIR; DA Condition of Approval No. 42 | TBD |
| 4. LEEDS to Density Presentation (tentative) (City of Burbank - Golden State Plan) | TBD |

CHARGING STATION LICENSE AGREEMENT

THIS CHARGING STATION LICENSE AGREEMENT (“Agreement”) is dated March 27, 2025, for reference purposes, and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Licensor”), a California joint powers agency, and the City of Burbank (“Licensee”), a California municipal corporation.

RECITALS

A. Licensor is the owner of the Hollywood Burbank Airport (“Airport”) which includes a public parking structure (“Short Term Parking Structure”) located on the southeast quadrant of the Airport as shown on the site plan set forth in the attached Exhibit A.

B. The parties executed a Right of Entry for Installation and Maintenance of Plug-In Electric Vehicle Charging Stations (“Right of Entry”) on October 13, 2015, to enable Licensee to install and maintain certain plug-in electric vehicle (“PEV”) charging equipment at the Airport including one DC Fast Charge PEV charging station (“Fast Charge Station”) near the entrance of the Short Term Parking Structure. The location of the Fast Charge Station is shown on the site plan set forth in the attached Exhibit A. The Right of Entry had a five-year term and is now expired.

C. The parties are executing this Agreement to provide for Licensee’s continued access to the Airport for maintenance of the Fast Charge Station until Licensor permanently closes the Short Term Parking Structure for demolition. As of the execution of this Agreement, the parties anticipate that the Short Term Parking Structure will be permanently closed in October 2026.

NOW, THEREFORE, the parties agree as follows:

1. License. Licensor grants Licensee access to the Airport and the Short Term Parking Structure to maintain the Fast Charge Station.

2. Term. This Agreement shall be effective upon execution and, unless earlier terminated, shall expire upon Licensor’s permanent closure of the Short Term Parking Structure. Licensor shall give Licensee 90 days’ prior written notice of the permanent closure of the Short Term Parking Structure. Additionally, either party may terminate this Agreement without cause upon 90 days’ prior written notice to the other party. Licensee waives any and all rights to relocation benefits under applicable law upon the expiration or termination of this Agreement.

3. Fast Charge Station Removal. Licensee shall remove the Fast Charge Station from the Airport prior to expiration or termination of this Agreement. In the event Licensee fails to do so, the Fast Charge Station shall be deemed abandoned and may be demolished, removed, relocated, sold, or otherwise disposed of at Licensor’s sole discretion.

4. Compliance with Law. Licensee shall comply with applicable laws, the Federal Requirements set forth in the attached Exhibit B, and Licensor’s July 1, 2023 Airport Rules and Regulations and any successor adopted by Licensor. Licensee acknowledges that the Airport Rules and Regulations are available on Licensor’s webpage (hollywoodburbankairport.com). Violations of the Airport Rules and Regulations by Licensee or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

5. Indemnity. Licensee shall indemnify, defend, and hold harmless Licensor and Licensor's officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including attorneys' fees and expenses) (collectively "Indemnified Claims") incurred in connection with the Fast Charge Station, except to the extent that any such Indemnified Claims arise in connection with the Licensor's actions or omissions. Licensee's obligations under this section shall survive the expiration or termination of this Agreement.

6. Subordination. This Agreement is subordinate to Licensor's federal obligations and to Licensor's grant assurances to the Federal Aviation Administration ("FAA"). In the event the FAA or another federal agency should determine that a provision of this Agreement violates Licensor's federal obligations or grant assurances, Licensor and Licensee shall amend this Agreement, or Licensor may terminate this Agreement, as necessary for Licensor to remain in compliance with its federal obligations and grant assurances.

7. Miscellaneous. This Agreement does not convey to Licensee any right, title or interest in or to the Airport, but merely grants limited contractual rights and privileges. In no event shall this Agreement or any memorandum be recorded. This Agreement may not be assigned by Licensee, in whole or in part. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Furthermore, executed counterparts of this Agreement may be delivered by e-mail of pdf documents, and such electronic transmissions shall be valid and binding for all purposes when transmitted to and actually received by the other party.

9. Exhibits. Exhibits A and B 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 Exhibit B, the provisions of Exhibit B shall prevail.

10. 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.

11. Integration. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Fast Charge Station. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to such subject matter. 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.

12. Representations and Warranties. Licensor and Licensee each represents and warrants that (a) it has the authority to enter into this Agreement, (b) the execution, delivery and performance by it shall not result in any default or breach of any agreement and (c) no other consent or approval is necessary for the execution, delivery and performance of this Agreement.

EXECUTED:

Licensee:
City of Burbank

Licensors:
Burbank-Glendale-Pasadena Airport
Authority

By:  _____

By: _____

Print Name: Mandip Kaur Samra

Print Name: _____

Title: General Manager - BWP

Title: _____

ATTEST:
Office of the City Clerk

Kimberley Clark, City Clerk

Approved as to Form
Burbank City Attorney's Office

By:  _____
Signature

Kane Thuyen

Sr. Assistant, City Attorney

EXHIBIT A
Site Plan
(Attached)

EXHIBIT B
Federal Requirements

For purposes of this Exhibit, references to “Contractor” shall be deemed to refer to Licensee. “Sponsor” means “Licensor”.

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.