



December 12, 2019

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

NOTICE is hereby given that a regular meeting of the Operations and Development Committee will be held Monday, December 16, 2019, at 8:30 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

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

REGULAR MEETING
OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
Airport Skyroom
Monday, December 16, 2019
8:30 a.m.

The public comment period is the opportunity for members of the public to address the Committee on agenda items and on airport-related non-agenda matters that are within the Committee's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached

Members of the public are requested to observe the following decorum when attending or participating in meetings of the Committee:

- *Turn off cellular telephones and pagers.*
- *Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.*
- *If you desire to address the Committee during the public comment period, fill out a speaker request card and present it to the Board Secretary.*
- *Confine remarks to agenda items or to airport-related non-agenda matters that are within the Committee's subject matter jurisdiction.*
- *Limit comments to five minutes or to such other period of time as may be specified by the presiding officer.*



The following activities are prohibited:

- *Allocation of speaker time to another person.*
- *Video presentations requiring use of Authority equipment.*



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



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

AGENDA

Monday, December 16, 2019

1. Approval of Agenda

2. Public Comment

3. Approval of Minutes

a. October 21, 2019

[See page 1]

4. Contracts and Leases

a. Award of Professional Services Agreement for Airside Paving Rehabilitation Project Design and Construction Administration; In-House Design Management Services Budget Approval

- Staff report attached

[See page 4]

Staff seeks an Operations and Development Committee recommendation to the Commission that it:

- Award a Professional Services Agreement for design and construction administration services in the amount of \$369,535 to RDM International, Inc.
- Approve a project budget for in-house design management services for a not-to-exceed amount of \$37,000; and
- Approve a project aggregate contingency of \$60,000 to address changes in the scope of design and engineering services resulting from information obtained as part of the initial design development.

Subject to the Committee's recommendation this item has also been placed on the Commission agenda for its consideration immediately following the Committee's meeting.

b. Award of Purchase Order

Airport Police Department Portable Radio Replacement

- Staff report attached

[See page 9]

Staff seeks the recommendation of the Operations and Development Committee to the Commission to award a purchase order to Motorola Solutions to replace the Authority Police Department's portable radios with ancillary accessories in the amount of \$367,979.25.

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

c. Fire Service Cooperative Agreement

- Staff report attached

[See page 12]

Staff seeks the recommendation of the Operations and Development Committee to the Commission that the Director of Public Safety/Chief of Police be authorized to execute a proposed Fire Service Cooperative Agreement with the City of Burbank.

5. Items for Information

- a. Committee Pending Items

[See page 20]

6. Adjournment

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

MONDAY, OCTOBER 21, 2019

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:31 a.m., by Commissioner Tornek.

ROLL CALL

Present: Commissioners Tornek, Devine and Brown

Absent: None

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director;
Anthony Defrenza, Director of Engineering and
Maintenance; Tom Janowitz, Sr. Manager, Ground
Access

1. Approval of Agenda There were no adjustments to the agenda.

2. Public Comment There were no public speakers.

3. Approval of the Minutes
a. October 7, 2019 Commissioner Devine moved approval of the minutes of the October 7, 2019 meeting seconded by Commissioner Brown. The minutes were unanimously approved (3-0).

4. Contract and Leases
a. Award of Contract – Airside Paving Rehabilitation Project Number E18-16 Staff presented to the Committee a recommendation for Commission approval of a proposed award of a construction contract for Airside Paving Rehabilitation in the amount of \$544,854 to PALP, dba Excel Paving; approval of a project budget for construction, management administration and quality assurance testing services for a not-to-exceed amount of \$30,000, and approval of a project aggregate contingency of \$8,000 for unforeseen conditions that may arise during construction. This project addresses paving of specific areas located on the Air Operations Area or airside portion, of the Airport.

- Motion** Commissioner Devine moved approval of Staff's recommendation, seconded by Commissioner Brown.
- Motion Approved** The motion was approved unanimously (3-0).
- b. Award of Contract Landscape Maintenance Services** Staff presented to the Committee a recommendation for Commission approval of a proposed Landscape Maintenance Services Agreement ("Agreement") with Parkwood Landscape Maintenance, Inc. for a three-year period, at a fixed price of \$719,712 (\$19,992 monthly cost). The proposed Agreement also includes two one-year extension options, at the Authority's discretion, with a fixed annual cost of \$254,292 (\$21,191 monthly) and \$269,556 (\$22,463 monthly) for year 4 and year 5 respectively.
- The proposed Agreement incorporates all elements of the current scope of work and increases requirements for additional maintenance services to maintain landscaping and plant material in a clean, healthy and neatly groomed condition throughout the Airport.
- Motion** Commissioner Brown moved approval of Staff's recommendation, seconded by Commissioner Devine.
- Motion Approved** The motion was approved unanimously (3-0).
- c. Professional Services Agreement – Parking and Ground Transportation Consulting Services** Staff presented to the Committee a recommendation for Commission approval of a Professional Services Agreement ("Agreement") to Steer Davies & Gleave, Inc. ("Steer"), for parking and ground transportation consulting services including parking capacity analyses, future parking activity forecasting and planning, and on-call services for parking services implementation. The proposed Agreement is through FY 2020 and can be terminated by either party with 30 days' written notice. The cost of the proposed Agreement is a not-to-exceed amount of \$69,360.
- Steer will also provide the Authority with on-call services on parking services at the Airport, including industry best practices for the newly instituted valet online booking system and yield management system, as well as the future self-park online booking system.

Motion

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

Motion Approved

The motion was approved unanimously (3-0).

5. Adjournment

There being no further business, the meeting adjourned at 8:54 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
DECEMBER 16, 2019**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR
AIRSIDE PAVEMENT REHABILITATION PROJECT
DESIGN AND CONSTRUCTION ADMINISTRATION;
IN-HOUSE DESIGN MANAGEMENT SERVICES BUDGET APPROVAL**

SUMMARY

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission that it:

- Award a Professional Services Agreement for design and construction administration services in the amount of \$369,535 to RDM International, Inc. ("RDM");
- Approve a project budget for in-house design management services for a not-to-exceed amount of \$37,000; and
- Approve a project aggregate contingency of \$60,000 to address changes in the scope of design and engineering services resulting from information obtained as part of the initial design development.

BACKGROUND

The Pavement Condition Index ("PCI") which the Federal Aviation Administration ("FAA") uses to rank airfield pavement conditions is calculated for all pavement sections within the air operations area limits. The PCI value is updated for each pavement section based on visual inspections conducted annually. When the PCI value indicates the condition of the pavement is "poor" and it is determined that regular maintenance and spot repairs are no longer capable of maintaining the pavement in an acceptable condition, the area is identified for rehabilitation or reconstruction. Based on this process, four areas were identified as needing rehabilitation: Delta Ramp, Taxiway A, Taxiway D7 Connector, and Taxiway G infield. The pavements in these areas have exceeded their useful life and are rated to be in poor condition. The proposed project also includes required design and engineering services to expand the size of the existing Delta Ramp to provide additional remote aircraft parking positions.

New asphalt pavement will improve safety conditions by replacing existing material that is fatigued. The design process will identify the most suitable and cost-effective rehabilitation process for each of the areas within the project scope. The final design deliverable shall be packaged by area as defined below, as the construction of each area may be bid and awarded separately.

PROJECT DESCRIPTION

The proposed project includes four distinct areas of work as described below:

- Area 1: Taxiway D7 Connector Rehabilitation – Last rehabilitated in 2007, the Taxiway D7 connector has exceeded its useful life. The average PCI is 36 indicating rehabilitation is required. The D7 connector experiences daily use by air cargo operators with Group 4 aircraft.
- Area 2: Taxiway G Infield Rehabilitation – Taxiway G Infield was last rehabilitated over 30 years ago. This area is significantly deteriorated with PCI values ranging from 44 to 76 indicating rehabilitation is required.
- Area 3: Taxilane A Rehabilitation – Last rehabilitated in 2010, Taxilane A has an average PCI of 72. Although a PCI above 70 does not typically trigger a rehabilitation, it indicates that pavement degradation will accelerate, and the pavement quality is projected to degrade to a point requiring rehabilitation before 2024. Once the development of the Replacement Passenger Terminal is completed Taxilane A will be demolished, thus the expected useful life of Taxilane A only runs through 2024. Recognizing that some rehabilitation work will be required in advance of demolishing Taxilane A, the clearly stated objective of the Taxilane A rehabilitation design services limits the scope of rehabilitation work to only that required to maintain an acceptable quality pavement and minimize the risk of Foreign Object Debris until 2025.
- Area 4: Delta Ramp Rehabilitation and Expansion– The Delta Ramp is used for Remain Over Night aircraft parking and has an average PCI of 61, indicating rehabilitation is required. Existing ramp markings accommodate up to four Group 3 aircraft. One of the four parking positions can accommodate a larger Group 4 aircraft. The design will also analyze the most efficient and safe layout for the parking and maneuvering of the aircraft as well as the required pavement needed to be constructed on the unpaved area of the Delta ramp.

PROCUREMENT

Staff publicly solicited responses to a combined Request for Qualifications on the Authority's PlanetBids e-procurement website to 399 targeted, potential firms, and publicly advertised the competitive opportunity on the ACI-NA and AAAE websites, posted an ad in the Los Angeles Times, and placed announcements in the Burbank, Glendale, and Pasadena City Halls. Staff received responses from three engineering firms. Those firms, listed alphabetically, are:

- Kimley Horn
- RDM
- T.Y. Lin International

SELECTION PROCESS

Due to the anticipated inclusion of federal funding for this project the selection process was governed by FAA Advisory Circular 150/5100-14E ("AC") *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*, which states: "Consultants must be selected on the basis of their qualifications and experience, with fees determined through negotiations following selection." This can be accomplished by means of Qualifications Based Selection procedures, whereby Statements of Qualifications are requested from a number of consultants. The qualifications of consultants responding are evaluated and the best-qualified consultant is selected, subject to a mutual understanding of the scope of services and negotiation of a fair and reasonable fee.

PROPOSAL EVALUATIONS

Written responses were individually evaluated by five Airport Staff and were given a score based upon three selection criteria sections with a maximum possible score of 100 points:

- SC-1 Airport Pavement Design Experience (35 points)
- SC-2 Project Team (35 points)
- SC-3 Project Understanding (30 points)

The average scores are presented in the table below:

	SC-1	SC-2	SC-3	Total
Max Points Possible	35	35	30	100
Kimley Horn	24	30	29	83
RDM International	30	33	29	92
TY LIN International	29	32	28	89

FEE NEGOTIATIONS

Staff was prohibited from any fee discussions with any of the proposers until after a determination of the most qualified firm was reached. Once RDM was identified as the highest scoring proposer and the detailed scope of services was established, Staff prepared an Independent Fee Estimate ("IFE") to serve as a benchmark in establishing a fair and current market value for the project. Staff requested and received a price proposal from RDM which was within 6% of the IFE. AC guidelines state that engineering fees should be within 10% of the IFE at the end of the negotiation process.

In accordance with the final fee proposal, a lump sum PSA for design services with RDM in the amount of \$369,535 was finalized. The Record of Negotiations prepared by the Procurement Staff and the IFE prepared by Engineering Staff was submitted to the FAA by Staff and is currently under review.

A separate fee for construction administration services (via task order and amendment to the original PSA) will be negotiated and brought back to the Committee and Commission for approval, concurrent with the recommendation for the construction services contract(s). It is anticipated this will occur in June 2020.

DBE PROGRAM

Certain elements of the Authority's adopted "race-conscious" Disadvantaged Business Enterprise ("DBE") program and guidelines were incorporated into the procurement documents. The triennial DBE Program Goal is 13%. Based upon submittal received from RDM, Staff anticipates a DBE participation level that will exceed the goal.

DESIGN MANAGEMENT AND CONTRACT ADMINISTRATION

Project design phase management is proposed to be performed by the Engineering Staff for a not-to-exceed amount of \$37,000. This amount is approximately 10% of the engineering design costs. Engineering Staff will oversee the design process and provide constructability review to ensure the project is compatible with the Authority's requirements.

OPERATIONAL IMPACTS

The field research required to complete the design and engineering services will either be performed at night or coordinated during the day to eliminate any operational impacts.

ENVIRONMENTAL REVIEW

Staff has reviewed the California Environmental Quality Act guidelines regarding exemptions applicable to this project and determined that this project is exempt pursuant to the Class 1 categorical exemption (14 C.C.R. § 15301). Among other things, that exemption covers rehabilitation of deteriorated facilities to meet current standards of public health and safety in situations where damage is not substantial and has not resulted from an environmental hazard.

FUNDING

The adopted FY 2019-2020 Facility Development budget includes \$489,000 for planning, engineering and design services and design management associated with the following projects:

- Taxiway D7 Connector and Taxiway G Infield Rehabilitation
- Delta Ramp Rehabilitation and Extension; and
- Taxilane A Rehabilitation

Staff submitted pre-applications to the FAA for the Taxiway D7 Connector and Taxiway G Infield Rehabilitation project and the Delta Ramp Rehabilitation and Extension project and expects project costs to be funded via a combination of Airport Improvement Program ("AIP") grants and local matching funds through a PFC Application under development. Initially, the design will be funded from airport reserves and reimbursed as "project formulation costs" when the AIP grants are issued. The Taxilane A Rehabilitation project is not eligible for AIP funds and its costs will be included in the PFC Application.

PROJECTED COSTS:

RDM	\$369,535
Design Management/Administration	37,000
Project Aggregate Contingency	<u>60,000</u>
Total	<u>\$466,535</u>

SCHEDULE

The design phase of the project will commence after the award and execution of a Professional Services Agreement. Construction plans and specifications for bid are anticipated to be completed in the second quarter of 2020.

STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission for (i) an award of a Professional Services Agreement for design and engineering services in the amount of \$369,535 to RDM International Inc. (ii) approval of a project budget for in-house design management services not to exceed \$37,000, and (iii) approval of a project aggregate contingency of \$60,000 to address any changes in scope of the design and engineering services resulting from information developed during the initial design and authorization for the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
DECEMBER 16, 2019**

**AWARD OF PURCHASE ORDER
AIRPORT POLICE DEPARTMENT PORTABLE RADIO REPLACEMENT**

SUMMARY

Staff seeks the recommendation of the Operations and Development Committee ("Committee") to the Commission to award a purchase order to Motorola Solutions to replace the Burbank-Glendale-Pasadena Airport Authority Police Department's ("APD") Motorola XTS5000 portable radios with 55 Motorola APX8000 series radios with ancillary accessories in the amount of \$367,979.25, including applicable sales tax.

In order to take advantage of a volume pricing by the Territory Los Angeles Volume Pricing Program and subject to the Committee's recommendation, this item has also been placed on the Commission agenda for its consideration immediately following the Committee's meeting.

DESCRIPTION

The APD officers currently share 42 Motorola XTS5000 portable radios which were originally acquired twelve years ago in 2007. These radios have outlived their useful life and will no longer be supported by Motorola for system upgrades or maintenance.

The Motorola portable radios are an integral part of the equipment APD officers carry as part of their uniform. As with the Airport Fire Department ("AFD"), these radios must be able to function within the Region 1 Area C Mutual Aid interoperable area of the Verdugo Dispatch System which includes the law enforcement agencies of Burbank, Glendale, Pasadena as well as City of Los Angeles Police and Los Angeles County Sheriff's Departments. Last September, AFD's portable radios were replaced with the Motorola APX8000. This same radio is the proposed replacement for the APD and is an ultra-rugged radio that meets the interoperability requirement as well as providing advanced features such as Wi-Fi integration and GPS Outdoor Personnel Tracking. The last feature is a safety enhancement that shares an officer's location and allows for a more efficient task assignment and call response.

The proposal is to acquire 55 replacement radios, to be assigned as follows: 42 for ADP full-time and job share officers; two for the Security and Badging Department; one for the on-duty Traffic Control services supervisor; and three for the Communication Center in the event the console system failure. The balance of seven radios will be assigned to APD for use in the event of a radio breakdown.

The list price per radio is \$11,370 with \$992 in accessories. Participating in the Territory Los Angeles Volume Pricing Program reduces the unit cost to \$5,448 with accessory unit cost reduced to \$450.40 for a total cost under the volume pricing program of \$5,898.40 per radio plus miscellaneous hardware, software programming, extended service and applicable sales tax. Details on the radios and accessories are listed on the attached proposal from Motorola Solutions, the sole source authorized provider of the Motorola radios.

FUNDING

Funding for the acquisition of replacement portable radios for APD is included in the adopted FY 2020 budget which may be eligible for reimbursement through a future Passenger Facility Charge Application.

VOLUME DISCOUNT PROGRAM

In order to participate in the price discount program under the Territory Los Angeles Volume Pricing Program, a purchase order is required to be submitted to Motorola Solutions by December 20, 2019.

STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission that it authorize the issuance of a purchase order to Motorola Solutions for the acquisition of replacement Motorola Portable Radios for the APD in the amount of \$367,979.25.

Motorola Solutions

Customer Quote

Prepared By: Michael Bravo

Phone: (951) 277-2125

Fax: (951) 277-2165

Date: Nov. 19, 2019

Quote #: APX 8000 Police

CUSTOMER #: 1036314483

PREPARED FOR: Adam Lieberman	Bill To	Ship to
COMPANY: Hollywood/ Burbank Airport	Address:	PLEASE PROVIDE
PHONE: 818-729-3538		Address:
FAX:		

Equipment Details and Pricing

Qty.	Model	Description	Unit Price	Discount Price	Total Price
55	H91TGD9PW7 N	APX 8000 ALL BAND PORTABLE MODEL 3.5	\$6,292.00	\$3,146.00	\$ 173,030.00
55	Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$257.50	\$ 14,162.50
55	H38	ADD: SMARTZONE OPERATION	\$1,500.00	\$750.00	\$ 41,250.00
55	Q361	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$150.00	\$ 8,250.00
55	QA00580	ADD: TDMA OPERATION	\$450.00	\$225.00	\$ 12,375.00
55	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$370.00	\$ 20,350.00
55	Q15	ENH: AES/DES,DES-XL,DES-OFB	\$799.00	\$399.50	\$ 21,972.50
55	QA09001	ADD: WIFI CAPABILITY	\$300.00	\$150.00	\$ 8,250.00
55	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING	\$0.00	\$0.00	\$ -
1	Q157	ADD: APX DATA CABLE	\$75.00	\$37.50	\$ 37.50
1	RVN5224	CUSTOMER PROGRAMMING SOFTWARE	\$399.00	\$399.00	\$ 399.00
Police Accessories					
55	HMN4104B	IMPRES RSM DSPLY W JACK, W CHNL	\$413.00	\$330.40	\$ 18,172.00
55	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$150.00	\$120.00	\$ 6,600.00
10	NNTN7624C	CHARGER,CHR IMP VEH EXT NAVEU KIT	\$429.00	\$343.20	\$ 3,432.00
TLAVPP Discount promotion expires December 20, 2019					
					\$ 328,280.50
					Tax 10.25%
55	Q58	ADD: 3 YEAR SFS LITE - PORTABLE	\$110.00		\$ 6,050.00

QUOTE PAGE TOTAL **\$367,979.25**

QUOTE TERMS AND CONDITIONS:

1. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
2. Purchaser will be responsible for shipping costs, which will be added to the invoice.
3. Prices quoted are valid for thirty(30) days from the date of this quote.
4. Unless otherwise stated, payment will be due within thirty days after invoice.

This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale, or alternatively, receive your purchase order which will be acknowledged. Thank you for your consideration of Motorola products.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS & DEVELOPMENT COMMITTEE
DECEMBER 16, 2019**

FIRE SERVICE COOPERATIVE AGREEMENT

SUMMARY

Staff seeks the recommendation of the Operations and Development Committee ("Committee") to the Commission that the Director of Public Safety/Chief of Police be authorized to execute a proposed Fire Service Cooperative Agreement ("Agreement") with the City of Burbank ("City").

BACKGROUND

Since 1988, the Authority and the City have implemented a mutual aid contract to facilitate cooperation between the Airport Fire Department ("AFD") and the Burbank Fire Department ("BFD"). The existing mutual aid contract was executed on June 17, 1996. The BFD and the AFD share fire service jurisdiction at the Airport and wish to update the current mutual aid contract. The BFD and the AFD recognize that each entity possesses unique qualities, skills, and resources that may be valuable to the other. The purpose of the proposed Agreement is to reflect current practices as well as set forth guidelines and responsibilities of both parties.

IMPACT ON OPERATIONS

It is not expected that the implementation of the proposed Agreement will have any noticeable impact on how the AFD provides safety and security for the traveling public, nor will the Agreement measurably impact how the two agencies interact with each other.

IMPACT ON REVENUES

Execution of the Agreement will not have any impact on Authority revenues.

STAFF RECOMMENDATION

Staff seeks the recommendation of the Committee to the Commission that the Director of Public Safety/Chief of Police be authorized to execute the Agreement with the City.

FIRE SERVICE COOPERATIVE AGREEMENT

This Fire Service Cooperative Agreement ("Agreement") is entered into this 1st day of October 2019, between the City of Burbank ("City") and the Burbank-Glendale-Pasadena Airport Authority ("Authority").

I. DECLARATIONS

The parties hereto recognize and acknowledge that a large portion of the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport"), including the terminal and all major parking lots, is located within the City of Burbank. The Burbank Fire Department ("BFD") and the Burbank-Glendale-Pasadena Airport Authority Fire Department ("AFD") share Fire Service jurisdiction at the Airport. The purpose of this Agreement is to set forth guidelines and responsibilities of the parties. Both agencies recognize that each entity possesses unique qualities, skills, and resources that may be valuable to the other, and hereby agree to support the other as set forth herein.

II. OPERATIONS

A. ANY EMERGENCY RESPONSE ON AIRPORT PROPERTY

1. AFD shall have the initial responsibility for response and investigation of any reported emergency incident originating on Airport property.
2. BFD shall be dispatched on any reported emergency incident. AFD shall not cancel Burbank Fire units. If no incident exists, or AFD can handle, AFD will advise responding BFD units and BFD will continue or cancel at the discretion of BFD.
3. Initial command will rest with AFD until such time as BFD arrives on scene. When a Company or Chief Officer from BFD arrives on scene, command will be transferred to BFD and Unified Command will be established between cooperative agencies.

B. AVIATION INCIDENT (ALERT 1, 2 OR 3) OFF AIRPORT PROPERTY

1. BFD shall have the initial responsibility for response and investigation of any reported aviation incident originating off Airport property.
2. AFD may be dispatched automatically as part of the initial response; however BFD will request Airport Fire at the discretion of the Company or Chief Officer and/or cancel at BFD's discretion.
3. BFD will remain in command of the incident or enter into Unified Command based on the complexity of the incident.

C. EMERGENCY MEDICAL SERVICES

1. BFD, as the Emergency Medical Services (EMS) provider for the City of Burbank, shall have the primary responsibility for response for all medical incidents.
2. AFD shall be dispatched on any medical incident originating on Airport property. If AFD arrives on scene before BFD, AFD will investigate and begin Basic Life Support (BLS) measures.
3. AFD shall not cancel BFD units. Even if a patient refuses medical assistance, the patient cannot sign-out Against Medical Advice (AMA) or refuse treatment to AFD; AFD is to remain on scene with the patient until BFD resources arrive on scene.
4. BFD will assume command of all medical emergencies.

III. OFF AIRPORT RESPONSE BY AFD

A. AT THE REQUEST OF BFD

1. There may be incidents where the knowledge or specialized equipment and apparatus of AFD may be of a strategic or tactical benefit or advantage to an AFD response off airport. BFD may request the assistance of AFD and AFD's equipment or apparatus by contacting Verdugo Fire Communications Center and placing the request.

2. AFD is only eligible to respond if resources leaving Airport property do not cause the Airport to be out of "Index." The Airport must always maintain minimum resource staffing to be within Federal Aviation Administration Index requirements.
3. Upon receipt of a request and confirmation that the Airport will not be out of Index if the requested resources were to respond off Airport, AFD must obtain permission from the Airport Director of Public Safety/Police Chief and the Airport Fire Chief before responding.
4. AFD will notify Verdugo Fire Communications of either their ability to respond and provide an Estimated Time of Arrival to the requested incident or their inability to respond to the request.

B. SELF-DISPATCH

1. AFD shall not self-dispatch to incidents off Airport property.
2. If AFD comes across an off Airport incident (Still Alarm), AFD will investigate, notify Verdugo Fire Communications to have BFD (or appropriate jurisdiction, e.g. Los Angeles Fire Department) respond and will render aid or assistance until units arrive on scene.
3. Upon the arrival of BFD (or appropriate local jurisdiction), AFD will assist as necessary under the command of BFD.

IV. SUPPORT AND ADMINISTRATIVE SERVICES

A. MEDIA RELATIONS

1. Except as requested by the Airport Fire Chief or the designee thereof, AFD or the Authority will provide a Public Information Officer (PIO) to address Airport specific media inquiries for incidents within the Authority's primary jurisdiction.
2. The BFD PIO or the designee thereof may release basic details of the incident such as type of incident (e.g. structure fire, hazardous materials incident, etc.) for any incidents originating or taking place on Airport property. BFD PIO shall clear all media statements

beyond basic information with a designated and authorized Authority representative before releasing to the media.

B. SECURITY BADGING

1. At the discretion of the Burbank Fire Chief and with the approval of the Airport Fire Chief and Airport Director of Public Safety/Police Chief, Chief Officers, the Emergency Management Coordinator and Fire Captains permanently assigned to Burbank Fire Station 13 may apply for and obtain Airport Identification Badges ("Government") with Escort Authority.

C. IN-SERVICE TRAINING

1. BFD may provide AFD personnel with the opportunity to attend State Fire Marshal or other approved and appropriate in-service training conducted or hosted by BFD.
 - a. If there is a per seat cost associated with individuals attending the training, the Authority will be responsible for the cost of AFD personnel to attend.
 - b. If there is a cost for materials associated with being provided to students, the Authority will be responsible for the cost of associated materials for AFD students.
2. Upon the approval of the Airport Fire Chief as well as the Airport Director of Public Safety/Police Chief and availability of such areas, access to pre-designated areas of the Airport may be provided for BFD for training and exercise purposes.
3. To the extent feasible, AFD may provide BFD personnel with the opportunity to attend training sponsored or hosted by the Authority (i.e., terrorism, hijacking, aircraft crash, etc.).

D. STORAGE

1. At the discretion of the Authority and with the approval of the Airport Director of Public Safety/Police Chief, the Authority may provide BFD storage for large or oversized response or support vehicles or trailers in a space to be determined by the Airport if space is available.

E. PERSONNEL COMPLAINTS

1. Each agency will be responsible for investigating possible and/or alleged misconduct by its own personnel.
2. Each agency will make witness employees available, through Administrative Liaisons, to internal investigators from the other agency.
4. Received personnel complaints, involving personnel from the other agency, shall be promptly forwarded to that agency.

G. GRANTS

1. AFD and BFD agree to explore joint grant opportunities to enhance public safety in or around the Airport.

V. INDEMNITY

- A. Each party requesting services hereunder from the other agrees to indemnify, hold harmless, release and defend the party providing the services, its City Council, Commission, officers, employees, and representatives from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of; or are claimed to result from, or to arise out of services provided under this Agreement, except to the extent such liability, loss, suits, claims, damages, costs, judgments and expenses result from the reckless conduct or willful misconduct of the employees of the party providing the services.
- B. Except as otherwise provided herein, each party assumes full and sole responsibility for all risks of injury or damages arising from its actions hereunder, including the operation of vehicles, and each shall be solely responsible for all claims, liability, loss, suits, damages, costs and expenses, attorney's fees, litigation costs, and personal injuries resulting directly or indirectly from, or arising out of, its own performance of the terms of this Agreement, except where the negligent performance of the terms of this Agreement by one of the parties results in costs or liability

to the other party. The party whose negligent action or inaction causes the costs or liability shall indemnify, defend, hold harmless, and release the other party from any liability therefore including any portion of the damages which may be assessed against the parties.

VI. TERMINATION

This Agreement may be terminated without cause by either party hereto upon thirty days written notice to the other party. Any notice so given shall be effective upon the date of personal delivery or, in the case of mailing, on the date of mailing.

VII. EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective upon the approval of this Agreement by the governing bodies of the respective parties hereto. This Agreement supersedes all prior oral or written negotiations, representations or contracts regarding this subject matter.

[SIGNATURES ON FOLLOWING PAGE]

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement by signing below.

CITY OF BURBANK, a municipal corporation

By: _____
Eric Garcia
Fire Chief

Dated: _____

Approved as to form:

By: _____
Amy Albano
City Attorney

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a joint powers agency

By: _____
Ed Skvarna
Director of Public Safety/Chief of Police

Dated: _____

Approved as to form:

By: _____
Richards, Watson & Gershon
A Professional Corporation

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
DECEMBER 16, 2019**

COMMITTEE PENDING ITEMS

Future

1. Award of Service Agreement - Skidata
2. Award of Contract - Landside Misc. Paving
3. Award of Contract -Parking Lot Reconfiguration
4. Award of Contract – ILS and Signage
5. Award of Contract – Airfield Lighting Vault Design