



January 30, 2020

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

NOTICE is hereby given that the regular meeting of the Legal, Government and Environmental Affairs Committee will be held Monday, February 3, 2020, at 9:30 a.m., or immediately following the Commission meeting, in the Burbank Room of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

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

REGULAR MEETING  
OF THE  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE

Burbank Room  
Monday, February 3, 2020  
9:30 a.m., or Immediately Following  
the Conclusion of the  
Commission Meeting

*As a result of the convening of this meeting of the Legal, Government and Environmental Affairs Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.*



*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, February 3, 2020

1. Approval of Agenda
2. Public Comment
3. Approval of Minutes

- a. January 21, 2020

**[See page 1]**

4. Contracts and Leases

- a. Agreements with Burbank Transportation Management Organization and Steer Davies & Gleave, Inc.

- Staff report attached

**[See page 3]**

***Staff seeks a recommendation from the Legal, Government and Environmental Affairs Committee to the Commission to authorize 1) a membership agreement with the Burbank Transportation Management Organization and 2) a new professional services agreement with Steer Davies & Gleave, Inc., which is the contract management service provider for the BTMO.***

- b. Professional Services Agreement with Trifiletti Consulting Inc.

- Staff report attached

**[See page 21]**

***Staff seeks a recommendation from the Legal, Government and Environmental Affairs Committee to the Commission for authorization of a professional services agreement with Trifiletti Consulting Inc. for additional Airport Environmental Consulting/Advisory Services and Project Advisory Services with an approved budget of \$55,000 to cover the continued services of Trifiletti as well sub-contracted services provided to Trifiletti by CDM Smith.***

- c. Approval of Amendment No. 3 to Noise and Flight Track Monitoring System Extended Maintenance and Support Agreement for an Upgrade to Wireless Noise Monitoring Terminal Communication Technology

- Staff report attached

**[See page 29]**

***Staff seeks a Legal, Government and Environmental Affairs Committee recommendation to the Commission to approve Amendment No. 3 to the Noise and Flight Track Monitoring System Extended Maintenance and Support Agreement with EMS Bruel & Kjaer Inc. for an upgrade of noise monitoring terminal communication technology from a wired network to a wireless network and for the addition of support and cellular services.***

d. ADK Consulting, INC. Proposal for Organizational Governance Structure Study

- Staff report attached

***[See page 38]***

***The General Counsel seeks direction from the Legal, Governmental and Environmental Affairs Committee on a proposal from ADK Consulting, Inc. for an organizational governance structure study.***

5. Items for Information

- a. Committee Pending Items

***[See page 39]***

6. Adjournment

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

**TUESDAY, JANUARY 21, 2020**

A special 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 10:20 a.m., by Chairman Wiggins.

AB 23 Disclosure: The Assistant Board Secretary announced that, as a result of the convening of this meeting of the Legal, Government and Environmental Affairs Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.

**ROLL CALL**

**Present:** Commissioners Wiggins, Madison and Agajanian

**Absent:** None

**Also Present:** Staff: Frank Miller, Executive Director;  
John Hatanaka, Senior Deputy Executive Director;  
Sarah Paulson Sheehy, Senior Director of  
Government and Public Affairs; Mark Hardymont,  
Director of Transportation and Environmental  
Programs; Anthony Defrenza, Director of  
Engineering and Maintenance; Ed Skavarna, Chief  
of Police; Director, Public safety

Airport Authority Environmental Counsel:  
Norman A. Dupont, Esq., Ring Bender LLP

Airport Authority Counsel: Terence R. Boga of  
Richards, Watson and Gershon

**1. Approval of Agenda** The agenda was approved as presented.

**2. Public Comment** There were no public speakers.

**3. Approval of Minutes**

**a. December 10, 2019** Commissioner Wiggins moved approval of the minutes of the December 10, 2019 meeting seconded by Commissioner Agajanian. The minutes were approved (3-0).

**4. Contracts and Leases**

**a. Approval of Right of Entry and Access Agreement with Burbank Industrial Investors LP** Staff recommended a Legal, Government and Environmental Affairs Committee

recommendation to the Commission for approval of a proposed Right of Entry and Access Agreement with Burbank Industrial Investors, LP ("BII"), to facilitate limited grading and drainage work on the Adjacent Property to protect the Avion Burbank site.

The proposed Agreement will give BII access to the Adjacent Property for approximately three months (until March 31, 2020) to install a temporary drainage system which has been approved by the City of Burbank.

Work undertaken under this Agreement will be overseen by a representative of the Authority's Engineering Department with all costs associated with the installation on the responsibility of BII.

**Motion**

Commissioner Madison moved the Committee recommendation, seconded by Commissioner Wiggins.

**Motion Approved**

The motion was approved (3-0).

**5. Closed Session**

- a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): 2 potential case. Facts and Circumstances: Environmental Protection Agency (EPA) Claim**

Commissioner Wiggins recessed the meeting to closed session at 10:27 a.m. to discuss items on the closed session agenda.

**Reconvene**

Commissioner Wiggins reconvened the meeting at 10:37 a.m. with the same Commissioners present.

**Closed Session Report**

Commissioner Wiggins announced that no reportable action was taken in closed session.

**6. Items for Information**

- a. Committee Pending Items**

Staff informed the Committee of future pending items that will come to the Committee for review.

**7. Adjournment**

There being no further business, the meeting was adjourned at 10:40 a.m.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE  
FEBRUARY 3, 2020**

**AGREEMENTS WITH  
BURBANK TRANSPORTATION MANAGEMENT ORGANIZATION  
AND STEER DAVIES & GLEAVE, INC.**

**SUMMARY**

Staff seeks a recommendation from the Legal, Government and Environmental Affairs Committee (“Committee”) to the Commission to authorize 1) a membership agreement with the Burbank Transportation Management Organization (“BTMO”) and 2) a new professional services agreement (“PSA”) with Steer Davies & Gleave, Inc. (“Steer”), which is the contract management service provider for the BTMO.

Both the BTMO membership agreement and the Steer PSA will have a 28-month term (March 1, 2020 to June 30, 2022). The BTMO membership fee will be \$6,666.67 for the first 4 months and will be \$20,000 for each 12-month period thereafter. Steer’s fee will be \$3,840 for the first 4 months, will be \$25,460 for the next 12 months, and will be \$29,840 for the final 12 months.

Staff recommends entering into the following agreements with a total cost of \$105,807 over 2 years and 4 months:

- BTMO membership agreement – March 1, 2020 to June 30, 2022 - \$46,667; and
- Steer PSA – March 1, 2020 to June 30, 2022 - \$59,140.

**BACKGROUND**

Participation in the BTMO and implementation of a trip reduction program are conditions of approval specified in the 2017 Development Agreement executed by the Authority and the City of Burbank (“City”).

On November 4, 2019, the Commission approved a voluntary Memorandum of Understanding with the South Coast Air Quality Management District (“SCAQMD”) and an Air Quality Improvement Plan (“AQIP”) to minimize air emissions related to non-aircraft mobile source activities at the Airport. The AQIP includes policies and initiatives aimed at reducing harmful greenhouse gas emissions including a sub-section for trip reduction measures. An important AQIP measure contained in that sub-section addresses establishment of an airport employee rideshare policy.

As a BTMO member, the Authority would have access to the following BTMO general services:

**1. Program Assistance and Events:**

- Coordination with Metro’s Guaranteed Ride Home, Employer Transit Pass, Vanpool and Online Ride-matching programs;
- An additional start-up subsidy for vanpools and vanpool riders;

- Participation in regional events such as Bike & Walk to Work Day and Rideshare Week;
- One custom on-site event
  - Bike commuting skills/safety course taught by a certified instructor;
  - Multi-modal Transportation Resource Fair;
  - 'Try Transit' Outing;
  - Other Lunch and Learns to fit the specific needs of Airport employees; and
- Assistance with the League of American Bicyclists' Bicycle Friendly Business application.

## 2. Commuter Information and Customer Service:

- Fully-stocked display of transit, bike, vanpool and carpool resources for worksite;
- Bi-weekly electronic updates on relevant construction, transit route and fare changes, and local news for their employees; and
- Personal commute planning assistance to employees.

## 3. Regulatory Assistance:

- Fulfilling the "BTMO Membership" requirement as per the Development Agreement with the City for the Replacement Passenger Terminal;
- Assisting with the annual survey as required by the City and SCAQMD;
- Reviewing the annual Employee Commute Reduction Program prior to submittal to SCAQMD; and
- Training and ongoing support to assigned Employee Transportation Coordinator ("ETC") and acting as a liaison with SCAQMD.

In addition to the basic BTMO membership, Steer is to provide the following ETC services to the Authority to promote sustainable commuting and reduce drive-alone commute trips to and from the Airport:

<b>Initial Term: March 1 through June 30, 2020</b>	
<p><b>1. Existing Conditions/Baseline Report - \$3,840/one-time</b></p> <p>Steer will undertake an existing conditions exercise to establish a baseline of current travel behavior and identify key areas of improvement. This effort includes:</p> <ul style="list-style-type: none"> <li>• One meeting with select Airport staff and tenants to understand barriers and challenges to commuting to work via alternative modes;</li> <li>• Examination of current and future projects planned at or near the Airport which will affect on-site congestion or parking;</li> <li>• Researching current mobility options available to employees commuting to the Airport; and</li> <li>• Taking inventory of any existing rideshare and Transportation Demand Management ("TDM") programs at the Airport.</li> </ul>	<p><i>Deliverable:</i></p> <ul style="list-style-type: none"> <li>• An existing condition report which summarizes employee mode splits, points of origins/destination, the challenges faced by employees commuting to the Airport, current mobility options and TDM programs, and any gaps in service</li> </ul>



<b>First Full Year: July 1, 2020 through June 30, 2021 - \$25,460</b>	
<p><b>2. Annual Average Vehicle Ridership (“AVR”) Survey - \$5,840 (July 1 through September 30, 2020, with annual recurring)</b></p> <p>To fulfill City and SCAQMD air quality requirements and to understand current employee travel behavior, Steer will lead the administration of the annual AVR survey for the Airport, including:</p> <ul style="list-style-type: none"> <li>• Administering and monitoring the survey to ensure a high response rate;</li> <li>• Completing the compliance forms for submittal to the City of Burbank and SCAQMD;</li> <li>• Recommending attitudinal behavior questions to be added to the survey; and</li> <li>• Analyzing the data to inform TDM programming.</li> </ul>	<p><i>Deliverables:</i></p> <ul style="list-style-type: none"> <li>• Completed AVR compliance forms for the City and SCAQMD approval</li> <li>• Report summarizing employee travel behavior based on survey results</li> </ul>
<p><b>3. Development of Rideshare Plan - \$5,620/one-time (October 1 through December 31, 2020)</b></p> <p>As a culmination of Tasks 1 and 2, Steer will develop a detailed Rideshare Plan to provide options and flexibility to employees on their commutes to work. The final plan will include:</p> <ul style="list-style-type: none"> <li>• Recommended TDM Strategies;</li> <li>• Proposed partnerships with local and regional organizations;</li> <li>• Implementation plan and timeline; and</li> <li>• A proposed three-year budget</li> </ul>	<p><i>Deliverables:</i></p> <ul style="list-style-type: none"> <li>• Draft Rideshare Plan with one (1) revision by the Authority</li> <li>• Final Rideshare Plan with comments incorporated</li> </ul>
<p><b>4. Implementation of Rideshare Plan - \$8,000/first quarter (January 1 through March 31, 2021)</b></p> <p>It is anticipated that implementation of the Rideshare Plan will begin in January 2021. Steer will then operate as the Airport’s ETC and implement the rideshare plan as outlined above, including:</p> <ul style="list-style-type: none"> <li>• TDM strategy design and implementation;</li> <li>• Additional events;</li> <li>• Commuter challenges, etc.</li> </ul>	<p><i>Deliverables:</i></p> <ul style="list-style-type: none"> <li>• Monthly progress reports on past accomplishments and upcoming goals related to TDM programs, events, and commuter challenges</li> </ul>
<p><b>5. Implementation of Rideshare Plan - \$6,000/second quarter (April 1 through June 30, 2021)</b></p> <p>Steer will continue to operate as the Airport’s ETC and implement the rideshare plan as outlined above, including the tasks and deliverables described in Item 4.</p>	<p><i>Deliverables:</i></p> <ul style="list-style-type: none"> <li>• Monthly progress reports on past accomplishments and upcoming goals related to TDM programs, events, and commuter challenges</li> </ul>

<b>Second Full Year: July 1, 2021 through June 30, 2022</b>	
<p><b>6. Implementation of Rideshare Plan - \$6,000/quarterly throughout the year (July 1, 2021 through June 30, 2022)</b></p> <p>Steer will continue to operate as the Airport's ETC and implement the rideshare plan as outlined above, including the tasks and deliverables described in Item 4.</p>	<p><i>Deliverables:</i></p> <ul style="list-style-type: none"> <li>Monthly progress reports on past accomplishments and upcoming goals related to TDM programs, events, and commuter challenges</li> </ul>
<p><b>7. Annual AVR Survey - \$5,840 (April 1 through June 30, 2022)</b></p> <p>Steer will provide the Authority with support by administering the second annual AVR survey for the Airport, including the tasks and deliverables described in Item 2.</p>	<p><i>Deliverables:</i></p> <ul style="list-style-type: none"> <li>Completed AVR compliance forms for the City and SCAQMD approval</li> <li>Report summarizing employee travel behavior based on survey results</li> </ul>

### TERM

The proposed BTMO membership agreement will have a 28-month term commencing March 1, 2020 and ending June 30, 2022. The annual membership fee will be \$20,000 and this fee will be prorated to \$6,667 for the first 4 months of the agreement.

The proposed Steer PSA will have a 28-month term to coincide with the BTMO membership agreement. Compensation for services will be for development of certain initial baseline information (Existing Conditions) in the amount of \$3,840 for the first 4 months. Implementation and annual reporting fees in the ensuing years are \$25,460 for the first full year and \$29,840 for the second full year.

Both the BTMO membership agreement and the Steer PSA are subject to termination, without cause, on 30 days' notice.

### FUNDING

The FY 2020 budget contains a funding allocation sufficient to cover the proposed BTMO membership agreement and Steer reporting and development of baseline conditions through the end of this fiscal year. Continued membership and required services will be covered in future fiscal years' budgets.

### STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission that it approve the proposed membership with the Burbank Transportation Management Organization and the Professional Services Agreement with Steer Davies & Gleave, Inc. for required services under the membership agreement.

## MEMBERSHIP AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority/Burbank Transportation Management Organization (BTMO))

THIS MEMBERSHIP AGREEMENT ("Agreement") is dated January 21, 2020 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("BGPAA"), a joint powers agency, and the Burbank Transportation Management Organization ("BTMO"), a nonprofit corporation.

### 1. Contact Information.

Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Executive Director  
Fax: 818/557-0263  
E-mail: [FMiller@bur.org](mailto:FMiller@bur.org)

Membership Provider  
Burbank Transportation Management  
Organization (BTMO)  
200 W. Magnolia Blvd.  
Burbank, CA 91502  
Attn: Chair  
E-mail: [mc@cusumanogroup.com](mailto:mc@cusumanogroup.com)


2. Term. The term of this Agreement shall commence on March 1, 2020 and shall expire on June 30, 2022. Either party may terminate this Agreement at any time without cause on 30 days notice to the other party.

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

Burbank-Glendale-Pasadena  
Airport Authority

Burbank Transportation Management Org.

\_\_\_\_\_  
Ray Adams, President

  
\_\_\_\_\_  
Michael Cusumano, Board Chair

## **EXHIBIT “A”**

### **Scope of Services**

As a BTMO Member, BGPAA will have access to the following services:

#### **Item 1: Program Assistance and Events**

- Coordination with Metro’s Guaranteed Ride Home, Employer Transit Pass, Vanpool and Online Ride-matching programs;
- An additional start-up subsidy for vanpools and vanpool riders;
- Participation in regional events such as Bike & Walk to Work Day and Rideshare Week;
- One custom on-site event:
  - Bike commuting skills/safety course taught by a certified instructor;
  - Multi-modal Transportation Resource Fair;
  - ‘Try Transit’ Outing;
  - Other Lunch and Learns to fit the specific needs of their employees; and
- Assistance with the League of American Bicyclists’ Bicycle Friendly Business application.

#### **Item 2: Commuter Information and Customer Service:**

- Fully-stocked display of transit, bike, vanpool and carpool resources for worksite;
- Bi-weekly electronic updates on relevant construction, transit route and fare changes, and local news for their employees; and
- Personal commute planning assistance to employees.

#### **Item 3: Regulatory Assistance:**

- Fulfilling the “BTMO Membership” requirement as per the Development Agreement with the City of Burbank;
- Assisting with the annual survey as required by the City of Burbank and South Coast Air Quality Management District (SCAQMD);
- Reviewing the annual plan or Employee Commute Reduction Program (ECRP) prior to submittal to SCAQMD; and
- Training and ongoing support to assigned Employee Transportation Coordinator (ETC) and acting as a liaison with SCAQMD.

The BTMO is excited at the opportunity to welcome BGPAA as a member. BTMO thanks the airport for their dedication to reducing congestion and improving mobility in Burbank and for the commitment to the Air Quality Improvement Program (AQIP) which will help the airport become greener overall. BTMO looks forward to supporting the AQIP’s Trip Reduction Programs initiative by helping airport employees get to work more sustainably.

BTMO membership will provide the airport with access to all of the services and programs listed above and will help connect the airport’s employees and tenants with the multitude of transportation options in the Burbank region. Membership in the BTMO also satisfies the City of Burbank’s Development Agreement requirements and enables the City to reduce congestion and take cars off the road.

The BTMO is a private sector, non-profit organization formed to help businesses in the City of Burbank meet their obligations under the Burbank Media District or Burbank City Center Municipal Codes (Sections 10-1-2132/10-1-2534) and abide by individual Development Agreements with the City. BTMO provides a variety of services to help businesses comply with the City's ordinance and provide transportation options to their employees. More information about the BTMO is available on the website – [www.btmo.org](http://www.btmo.org), in the Annual Report and via bi-weekly updates with information on I-5 construction, Metrolink and more.

## **EXHIBIT “B”**

### **Fee Schedule**

The total budget for Items 1 through 3 in the Scope of Services from March 1, 2020 through June 30, 2022 is \$46,666.67, as follows:

- BTMO Costs from March 1, 2020 through June 30, 2020: \$6,666.67;
- BTMO Costs from July 1, 2020 through June 30, 2021: \$20,000; and
- BTMO Costs from July 1, 2021 through June 30, 2022: \$20,000.

The annual BTMO membership fee for BGPAA is \$20,000. For the initial term (March 1, 2020 through June 30, 2020), the BTMO membership fee for the BGPAA shall be \$6,666.67. Membership dues shall be \$20,000 per year for each subsequent full year.

This reflects a fee of \$18 per employee per year to a cap of \$20k annually to align with BTMO’s membership fees which were established by the Board for their members.

The annual rate is based on the number of employees at the particular worksite. As BGPAA operates as a landlord to multiple tenants, this fee will pertain to the roughly 2,200 employees who work there, including the TBI Airport Management Inc. private management contract, concessionaire, airline, and federal agency employees, etc.

## **PROFESSIONAL SERVICES AGREEMENT**

(Burbank-Glendale-Pasadena Airport Authority / Steer Davies & Gleave, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT is dated January 21, 2020 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority, a joint powers agency, and Steer Davies & Gleave, Inc. a Delaware corporation.

### **RECITALS**

A. The Authority operates the Hollywood Burbank Airport (“Airport”) and desires to retain Consultant as an independent contractor to provide employee transportation coordinator support Services at the Airport.

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

NOW, THEREFORE, the parties agree as follows:

#### **1. Definitions.**

A. “Agreement”: this professional services agreement.

B. “Airport”: Hollywood Burbank Airport.

C. “Authority”: Burbank-Glendale-Pasadena Airport Authority.

D. “Commencement Date”: March 1, 2020.

E. “Consultant”: Steer Davies & Gleave, Inc.

F. “Contract Administrator”: Frank R. Miller, Executive Director, or his duly authorized designee.

G. “Executive Director”: Frank R. Miller

H. “Expiration Date”: June 30, 2022.

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

J. “TBI”: TBI Airport Management, USA.

#### **2. Consultant’s Services.**

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



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

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

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

E. In the event any claim is brought against the Authority relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation that the Authority might require.

**3. Term.** This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated.

**4. Compensation.**

A. The Authority agrees to compensate Consultant, and Consultant agrees to accept as full satisfaction for its services pursuant to this Agreement, payment according to the fee schedule set forth in Exhibit B. In no event shall Consultant's compensation under this Agreement exceed \$3,840 for the four-month Initial Term (March 1, 2020 - June 30, 2020). Additionally, in no event shall Consultant's compensation under this Agreement exceed \$25,460 for the first full year (July 1, 2020 - June 30, 2021) or \$29,840 for the second full year (July 1, 2021 - June 30, 2022).

B. Consultant shall submit to the Authority an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered 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. Consultant shall not, at any time, or in any manner, represent that it is in any manner an employee of the Authority.

**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 restriction or limitation upon use or dissemination by the Authority.

7. **Confidentiality.** Consultant shall preserve the confidentiality of all data, documents, discussion or other information that is developed or received by it or that is provided for performance of this Agreement. Consultant shall not disclose such information without the prior written authorization of the Contract Administrator. Upon request, all Authority data shall be returned to the Authority at the expiration or termination of this Agreement. Consultant's covenant under this section shall survive the 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.** Consultant shall indemnify, hold harmless and defend the Indemnitees and their respective officers, employees, volunteers, and agents from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever (including death or injury to any person and injury to any property) resulting from willful misconduct, negligent acts, errors or omissions of Consultant.

**10. Insurance.**

A. During the term of this Agreement, Consultant shall procure, carry, maintain and keep in full force and effect, a policy or policies of insurance of types and with minimum limits described below:

1. \$1,000,000 comprehensive general automobile liability insurance, including operations, products and completed operations as applicable, per occurrence against any bodily injury, personal injury, death, loss, damage or other property damage resulting from the acts of Consultant. If the commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the services, or the general aggregate limit shall be twice the required occurrence limit.

2. If applicable, \$1,000,000 commercial vehicle liability insurance covering bodily injury and property damage, per occurrence combined single limit, covering any vehicle, including hired and non-owned vehicles, utilized by Consultant in performing the services.

3. \$1,000,000 professional liability or errors and omissions liability insurance per occurrence during the term of this Agreement.

4. \$1,000,000 employer's liability coverage per accident for bodily injury or disease.

5. Workers' Compensation insurance in accordance with statutory requirements of the State of California.

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

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

2. 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.

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

4. 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.

5. 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 thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the Authority.

6. 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.

7. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Authority, 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 Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

8. 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.

C. 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 Authority prior to commencement of work.

**11. Termination.** Each party shall have the right to terminate this Agreement at any time for any reason on 30 calendar days written notice to the other party. In the event of termination, the Authority shall pay Consultant for services satisfactorily rendered to the last working day this Agreement is in effect.

**12. 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.

**13. 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 facsimile or e-mail before or during the receiving party's regular business hours; or (b) 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 pursuant to the provisions of this section.

Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Executive Director  
Fax: 818/557-0263  
E-mail: [FMiller@bur.org](mailto:FMiller@bur.org)

Consultant  
Steer Davies & Gleave, Inc.  
800 Wilshire Blvd., Suite 1320  
Los Angeles, CA 90014  
E-mail: [lisa.buchanan@steergroup.com](mailto:lisa.buchanan@steergroup.com)

**14. Assignability.** Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Contract Administrator's prior written consent. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations shall be void.

**15. Litigation.** This Agreement shall be governed by the laws of the State of California. In the event that either party shall commence legal action to enforce or interpret the provisions of 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.

**16. Exhibits.** Exhibits A and B are incorporated in this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any Exhibit, the provisions of this Agreement shall prevail.


**17. Entire Agreement.** This Agreement, and the attached Exhibits, represents the entire and integrated contract between the Authority and Consultant regarding employee transportation coordinator support services. This Agreement supersedes all prior oral or written negotiations, representations and contracts regarding this 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.


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

Burbank-Glendale-Pasadena  
Airport Authority

\_\_\_\_\_  
Ray Adams, President

Steer Davies & Gleave, Inc.

  
\_\_\_\_\_  
Lisa Buchanan, Director

  
\_\_\_\_\_  
Alasdair Dawson  
☒ Chairman ☐ Secretary ☐ Asst. Secretary  
☐ Chief Operating Officer ☐ Asst. Treasurer

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

Approved as to form:

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

## **EXHIBIT “A” Scope of Services**

### **Initial Term: March 1 through June 30, 2020**

**Item 1: Existing Conditions Report** –Consultant will provide support to the Authority by preparing an existing conditions report which will summarize the challenges faced by employees commuting to the Airport, current mobility options and Transportation Demand Management (TDM) programs, and any gaps in service. This will help to form a baseline of current travel behavior and identify key areas of improvement. This task will include the following:

- One meeting with select Airport staff and tenants to understand barriers and challenges to commuting to work via alternative modes;
- Examination of current and future projects planned at or near the Airport which will affect on-site congestion or parking;
- Researching current mobility options available to employees commuting to the Airport; and
- Taking inventory of any existing rideshare and TDM programs at the Airport.

#### *Deliverable:*

- An existing conditions report which summarizes the challenges faced by employees commuting to the Airport, current mobility options and TDM programs, and any gaps in service.

### **First Full Year: July 1, 2020 through June 30, 2021**

#### **Item 2: Annual Average Vehicle Ridership (AVR) Survey - July 1 through September 30, 2020, with annual recurring)**

Consultant will provide the Authority with support by administering the annual AVR survey for the Airport. This will fulfill City and South Coast Air Quality Management District (SCAQMD) air quality requirements and help the Airport to understand current employee travel behavior to form the basis of an Employee Rideshare Plan.

This task will include the following:

- Administering and monitoring the survey to ensure a high response rate;
- Completing the compliance forms for submittal to the City of Burbank and SCAQMD;
- Recommending attitudinal behavior questions to be added to the survey; and
- Analyzing the data to inform TDM programming.

#### *Deliverables:*

- Completed AVR compliance forms for the City and SCAQMD approval
- Report summarizing employee travel behavior based on survey results

### **Item 3: Development of Rideshare Plan – (October 1 through December 31, 2020)**

As a culmination of Items 1 and 2, Steer will develop a detailed Rideshare Plan to provide options and flexibility to employees on their commutes to work. The final plan will include:

- Recommended TDM Strategies;
- Proposed partnerships with local and regional organizations;
- Implementation plan and timeline; and
- A proposed three-year budget.

*Deliverables:*

- Draft Rideshare Plan with one (1) revision by Airport
- Final Rideshare Plan with comments incorporated

**Item 4: Implementation of Rideshare Plan - first quarter (January 1 through March 31, 2021)**

It is anticipated that implementation of the Rideshare Plan will begin in January 2021. Steer will then operate as the Airport's Employee Transportation Coordinator (ETC) and implement the rideshare plan as outlined above, including:

- TDM strategy design and implementation;
- Additional events;
- Commuter challenges, etc.

*Deliverables:*

- Monthly progress reports on past accomplishments and upcoming goals related to TDM programs, events, and commuter challenges.

**Item 5: Implementation of Rideshare Plan - second quarter (April 1 through June 30, 2021)**

Steer will continue to operate as the Airport's ETC and implement the rideshare plan as outlined above, including the tasks and deliverables described in Item 4.

**Second Full Year: July 1, 2021 through June 30, 2022**

**Item 6: Implementation of Rideshare Plan – quarterly throughout the year (July 1, 2021 through June 30, 2022)**

Steer will continue to operate as the Airport's ETC and implement the rideshare plan as outlined above, including the tasks and deliverables described in Item 4.

**Item 7: Annual Average Vehicle Ridership (AVR) Survey – April 1 through June 30, 2022)**

Consultant will provide the Authority with support by administering the second annual AVR survey for the Airport, including the tasks and deliverables described in Item 2.

**EXHIBIT “B”  
Fee Schedule**

**Initial Term: March 1 through June 30, 2020 - \$3,840**

The total budget for the initial term (Item 1 - Existing Conditions Report) is \$3,840 provided on a time and materials, not-to-exceed basis.

**Item 1: Existing Conditions Report - \$3,840**

**First Full Year: July 1, 2020 through June 30, 2021 - \$25,460**

The total budget for the first full year (Items 2 through 5 – Annual AVR Survey, Development of Rideshare Plan, and Implementation of Rideshare Plan - first and second quarters) is \$25,460 provided on a time and materials, not-to-exceed basis.

**Item 2: Annual AVR Survey - \$5,840 (*annual recurring*)**

**Item 3: Development of Rideshare Plan - \$5,620**

**Item 4: Implementation of Rideshare Plan - \$8,000 (first quarter)**

**Item 5: Implementation of Rideshare Plan - \$6,000 (second quarter)**

**Second Full Year: July 1, 2021 through June 30, 2022 - \$29,840**

The total budget for the second full year (Items 6 and 7 – Implementation of Rideshare Plan (quarterly throughout the year) and Annual AVR Survey) is \$29,840 provided on a time and materials, not-to-exceed basis.

**Item 6: Implementation of Rideshare Plan - \$24,000 (\$6,000 per quarter)**

**Item 7: Annual AVR Survey - \$5,840 (*annual recurring*)**



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE  
FEBRUARY 3, 2020**

**PROFESSIONAL SERVICES AGREEMENT WITH  
TRIFILETTI CONSULTING INC.**

**SUMMARY**

Staff seeks a recommendation from the Legal, Government and Environmental Affairs Committee (“Committee”) to the Commission for authorization of a professional services agreement (“PSA”) with Trifiletti Consulting Inc. (“Trifiletti”) for additional Airport Environmental Consulting/Advisory Services and Project Advisory Services with an approved budget of \$55,000 to cover the continued services of Trifiletti as well sub-contracted services provided to Trifiletti by CDM Smith. The services to be provided include the necessary technical support associated with the implementation of the Airport’s Air Quality Improvement Plan (“AQIP”) and are detailed in the attached in Exhibits A and C.

**BACKGROUND**

On May 2018, the South Coast Air Quality Management District (“SCAQMD”) Board directed the South Coast Basin (“Basin”) airports to develop a voluntary Memorandum of Understanding (“MOU”) to achieve emission reductions in the South Coast Basin. Since August 1, 2018, as part of the MOU process, Trifiletti led the facilitation of the MOU and helped staff reach this important milestone by producing the following:

- **Hollywood Burbank Airport Air Quality Improvement Plan:**

Trifiletti and CDM Smith helped BUR develop a comprehensive AQIP that represents a wholistic plan to reduce emissions from non-aircraft mobile sources related to airport operations. The AQIP demonstrates the Authority’s long-term commitment to emission reduction and sustainability, which is reflected in the Airport’s operations and development plans, and which is now being documented in the AQIP. The AQIP includes measures for clean fleet programs, covering a ground support equipment emissions policy, clean construction policy, airport clean fleet policy and zero-emission bus program, electric vehicle charging infrastructure program, various trip reduction programs, such as the participation in the Burbank Transportation Management Organization and BUR Metrolink Shuttle Program, as well as sustainable design and construction projects.

- **Memorandum of Understanding:**

Trifiletti also helped Staff develop a MOU framework consistent with other Basin airports’ voluntary agreements with SCAQMD. On November 4, 2019, the Authority adopted the voluntary MOU between the Authority and SCAQMD, which establishes specific responsibilities and commitments for each party. The purpose of the MOU is to quantify the emission reduction benefits associated with the implementation of the AQIP strategies at the Airport to provide SIP credits to SCAQMD. The MOU includes a schedule for two eligible SIP creditable measures (ground support equipment policy and airport shuttle program) which specify the metrics and performance targets and timeline for implementation.

Under the MOU, the Authority committed to implement these eligible SIP creditable measures and to achieve the performance targets in these measures. The Authority also committed to provide annual reports to SCAQMD, by June 1st of each year beginning in 2021 and through the end of MOU term in 2032, on the implementation of these measures, including the detailed equipment/vehicle data and emissions inventories with supporting methodology and calculations for emission benefits.

#### SCOPE OF SERVICES

On December 6, 2019, SCAQMD adopted all MOUs for all five commercial airports and is expecting mid-year progress reports as well as end of year quantitative reports on MOU SIP creditable measures. Trifiletti, with the assistance of CDM Smith will develop BUR's annual emission inventories throughout end of 2020 and will launch the implementation of the BUR AQIP program. Trifiletti will also lead the facilitation and coordination work with SCAQMD, including the production of a midyear status report to SCAQMD and representation at the SCAQMD Facility Based Measure Working Group.

Additionally, Trifiletti will provide additional staff support to ensure that the Replacement Passenger Terminal ("RPT") project is included in the 2020 Southern California Association of Governments' Regional Transportation Plan Update, provide strategic environmental support regarding the RPT project as it relates to the AQIP implementation, and assist and support airline interface for the development of airline term sheets, and replacement of Airport Use Agreement as it relates to the AQIP implementation.

#### FUNDING

The FY 2020 budget contains a funding allocation sufficient to cover the proposed PSA with Trifiletti.

#### STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission that it authorize the proposed PSA with Trifiletti in the amount of \$55,000 as described above.

# EXHIBIT A

## TRIFILETTI CONSULTING SCOPE OF SERVICES

### AIRPORT ENVIRONMENTAL CONSULTING/ADVISORY SERVICES AND PROJECT ADVISORY SERVICES

Trifiletti Consulting, Inc. (Trifiletti) shall assist Hollywood Burbank Airport by providing the following environmental, entitlement, land use, sustainability and governmental consulting on complex airport and transportation aviation projects and related professional services:

#### **Environmental Consulting/Advisory Services:**

- Advise on sustainability policies as necessary to support the entitlement efforts at Hollywood Burbank Airport, including but not limited to coordination with the AQMD on the updates of future Air Quality Management Plan (AQMP), SCAG's latest Regional Transportation Plans, and its relationship to future MOUs with the AQMD.
- Assist with the update of the Southern California Association of Governments' Regional Transportation Plan Update, attend airport meetings to assist in developing the RTP, assist in consultation with SCAG to ensure critical Burbank capital projects, including the Terminal Replacement Project is included in the RTP
- Assist Hollywood Burbank Airport to secure Hollywood Burbank Airport's Conformity allocations and determinations are secured to support federal funding and grant funding requests.
- Assist the Hollywood Burbank Airport with grant funding support and continue to provide strategic advice regarding the ongoing Environmental Impact Statement for the Terminal Replacement Project.
- Provide strategic land use, environmental, entitlement, real estate, transportation, and governmental/public outreach consulting for airport projects, and advise, review, or prepare, as requested, environmental review documents for airport projects in compliance with the California Environmental Quality Act and the National Environmental Policy Act.
- Provide advice on the general conformity requirements for the 14 Gate Terminal Concept, which includes a 2-story structure, 14 gates, improved centralized functions, public auto parking garage, convenient terminal access, and other support facilities, such as relocated air cargo building, GSE/maintenance building and a new aircraft rescue firefighting station.
- Assist Hollywood Burbank Airport with agency coordination, including but not limited to City of Los Angeles, Los Angeles Department of Transportation, Los Angeles Department of City Planning, Los Angeles Public Works Department, South Coast Air Quality Management District, County Airport Land Use Commission, Southern California Association of Governments, Los Angeles Regional Water Quality Control Board, Los Angeles County Metropolitan Transportation Authority, California Public Utilities Commission, and the California Department of Transportation.
- Assist with stakeholder coordination, communication and external affairs, including

but not limited to coordination with community stakeholders, elected officials and regulatory /responsible agencies.

**Proposed Terminal Replacement Project Advisory Services:**

- Define and refining policy objectives and goals associated with the Project and provide strategic advisory services to strategically define critical program considerations to advance the project in a coordinated manner towards an environmental process and the decision point for the Hollywood Burbank Airport.
- Provide leadership and direction associated with the program to support the project definition process and development of specific technical data by others.
- Evaluate data/information to identify critical policy and other issues, develop potential strategies including benefits/consequences considerations to support informed decision making.
- Support meetings/briefings in support of the Airport Authority's decision making on potential strategies/roadmap for furthering program development and implementation, including assisting with the Project Program Management Team selection process and contract development.
- Assist Hollywood Burbank Airport with updating the South Coast AQMD's Air Quality Management Plan and State Implementation Plan to include the Terminal Replacement Project, including all project components and enabling projects. Support the final completion and adoption of the Project on the RTP and if/as required by the Build America Bureau the STIP.
- Support and assist with financial feasibility analysis, especially as it relates to environmental regulatory, CEQA/NEPA obligations, FAA requirements, and environmental policies associated with the implementation of sustainability plan and AQIP implementation.
- Assist and support airline interface for the development of airline term sheets, and replacement of Airport Use Agreement (AUA). Provide input regarding environmental policies, regulations, sustainability costs to the Financial Feasibility study and Airport Use Agreement negotiations

In addition, Trifiletti will manage and partner with the subconsultant, CDM Smith, to develop the 2020 annual emission inventories. CDM Smith's detailed scope and fee is depicted in Exhibit C for your reference. Trifiletti will also lead the facilitation and coordination work with the AQMD, including the production of a midyear status report to the AQMD and representation at the AQMD Facility Based Measure Working Group.

All consulting services and related professional services shall be completed to the satisfaction of the Hollywood Burbank Airport Deputy Executive Director of Planning & Development or any other appropriate designee of the Executive Director.

All advice provided by Trifiletti shall be reviewed in a significant, substantive manner by Hollywood Burbank Airport Deputy Executive Director of Planning & Development or any other appropriate designee of the Executive Director, and Trifiletti shall not have the independent authority to enter into or approve any contracts, issue any permits, or adopt or approve any plan, report, policy, etc., on behalf of Hollywood Burbank Airport.

-4-

When interacting with Hollywood Burbank Airport personnel, other Agencies, stakeholders, the public, etc. pursuant to this Agreement, Trifiletti shall solely represent Hollywood Burbank and its interests.

## EXHIBIT B

### TRIFILETTI CONSULTING, INC. FEES

Trifiletti proposes to assist Hollywood Burbank Airport by providing expert environmental, entitlement, sustainability, land use, and governmental consulting on complex airport and transportation aviation projects and related professional consulting services, not to exceed \$55,000 for services rendered November 1, 2019 thru June 30, 2020. This amendment total includes a budget of \$40,000 for Trifiletti's services and \$15,000 for CDM Smith's services, at the hourly rates of:

Lisa Trifiletti, Principal	\$290 per hour,
Environmental Specialist	\$180 per hour
Planning Associate	\$130 per hour
CDM Smith Subconsultant Services	\$15,000 (not to exceed)
Photocopies	\$0.15 per copy for copying materials over \$100
Facsimile	\$0.25 per page

Direct expenses such as parking, copy fees, database research, authorized travel and related expenses will be billed at actual costs.

Any out-of-state or long-distance travel required to conduct the above-mentioned workplace investigations, compliance training or related services shall be approved in advance by the Executive Director or an authorized designee.

*\*\*\*The following page provides a fee proposal and break down of services by task for services rendered from July 1, 2019 thru June 30, 2020.*



**TRIFILETTI**  
CONSULTING INC

## Trifiletti Consulting Inc. Fee Proposal

Project Manager: Lisa Trifiletti

Date: 1/15/2020

Schedule of Services: November 1, 2019 thru June 30, 2020

Project: Hollywood Burbank Airport - Airport Environmental Consulting/ Advisory Services and Project Advisory Services

Total Project Cost: \$ 55,000.00

Task	Consultant/Sub Consultant	Description	Schedule		Total Cost
			Begin Date	End Date	
1	Trifiletti Consulting	Environmental Emissions Consulting - MOU finalization (cost already incurred and completed work)	11/1/19	6/30/20	\$ 10,000.00
2	Trifiletti Consulting	Environmental Consulting/Advisory Services - AQIP implementation, MOU Mid Year Report	11/1/19	6/30/20	\$ 25,000.00
3	Trifiletti Consulting	Terminal Replacement Project Support	11/1/19	6/30/20	\$ 5,000.00
4	CDM Smith	Annual Airport Emission Inventories	1/1/20	6/30/20	\$ 15,000.00
Other Direct Costs					
Photocopies					
					\$0.15 per copy for copying materials over \$100
Facsimile					\$0.25 per page
Totals =					\$ 55,000.00

Direct expenses such as parking, copy fees, database research, authorized travel and related expenses will be billed at actual costs.

Any out-of-state or long-distance travel required to conduct the above-mentioned workplace investigations, compliance training or related services shall be approved in advance by the Executive Director or an authorized designee.

# EXHIBIT C

## CDM SMITH SCOPE OF SERVICES

### AIRPORT ENVIRONMENTAL CONSULTING/ADVISORY SERVICES AND PROJECT ADVISORY SERVICES

#### SUMMARY SCOPE OF WORK (Fiscal Year 2019-2020)

##### Annual Airport Emission Inventory Methodologies

Beginning in 2021, and every year thereafter through 2032 (total of 12 years), BUR will be required to provide an annual emissions inventory report for the previous calendar year to the South Coast AQMD. For fiscal year 2019-2020, CDM Smith will work closely with Trifiletti and BUR staff to develop the approach and methods for determining the 2020 annual emission inventories for the following airport-related emission sources and activities:

- Ground Support Equipment (GSE)
- Construction Activity and Emissions
- Airport-Owned Vehicle Fleet
- Electric Vehicle Charging Infrastructure

##### Other Air Quality-Related Benefits

In addition to the methodologies noted above, CDM Smith will also identify potential approaches associated with estimating air quality benefits for the following BUR AQIP elements:

- Trip Reduction Programs. CDM Smith will work closely with Trifiletti and BUR staff to develop approaches for identifying benefits from BUR trip reduction programs (such as the Regional Intermodal Transportation Center, Employee Rideshare Policy, and Burbank-Metrolink Shuttle Connection).
- Sustainable Design Programs. CDM Smith will work closely with Trifiletti and BUR staff to develop approaches for identifying benefits from BUR Sustainable Design Programs (such as BUR Replacement Terminal Project, BUR Sustainable Hanger Project, and Solar Facility).

Associated with the work noted above, CDM Smith staff may attend up to 3 meetings at the airport.

## **Budget**

CDM Smith estimates that the budget for completing the 2020 for services rendered November 1, 2019 thru June 30, 2020 annual inventory and benefit calculations will be \$15,000. This budget assumes that the 2020 emission inventories will not be completed under this scope of work.<sup>1</sup>

## **Schedule**

CDM Smith will complete the methodologies by June 30, 2020.

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<sup>1</sup> The 2020 annual emission inventory calculations will be developed under the 2020-2021 fiscal year budget and are NOT included in this scope of work.



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE  
FEBRUARY 3, 2020**

**APPROVAL OF AMENDMENT NO. 3 TO  
NOISE AND FLIGHT TRACK MONITORING SYSTEM  
EXTENDED MAINTENANCE AND SUPPORT AGREEMENT  
FOR AN UPGRADE TO WIRELESS NOISE MONITORING TERMINAL COMMUNICATION  
TECHNOLOGY**

**SUMMARY**

Staff seeks a Legal, Government and Environmental Affairs Committee ("Committee") recommendation to the Commission to approve Amendment No. 3 ("Amendment") to the Noise and Flight Track Monitoring System Extended Maintenance and Support Agreement ("Agreement") with EMS Bruel & Kjaer Inc. ("B&K"), copy attached. The proposed Amendment upgrades the noise monitoring terminal ("NMT") communication technology from a wired network to a wireless network and adds support and cellular services.

The cost of the installation of the wireless network is a one-time service charge of \$24,540. An annual fee of \$14,400 for support and cellular service increases the annual Agreement cost from \$105,422 to \$119,822.

**BACKGROUND**

The current Noise and Flight Track Monitoring System consists of 20 NMT sites located in the vicinity of the Airport. The system correlates recorded noise events to flight tracks provided by the Federal Aviation Administration and provides a publicly accessible research tool known as WebTrak. The system was installed by B&K on April 15, 2013.

The Agreement was originally executed on July 19, 2010 with Lochard Corporation, which subsequently changed its name to Bruel & Kjaer EMS Inc. On November 1, 2010, Amendment No. 1 to the Agreement was executed to reflect that name change. On April 1, 2019, Amendment No. 2 to the Agreement was executed to extend the term of the Agreement for an additional 5 years through April 14, 2024.

At the time of the system installation in 2013, B&K did not offer internet connectivity to the noise monitoring system and those services had to be provided by outside internet service providers, GC Pivotal LLC ("GTT") and AT&T. Of the 20 NMTs, GTT provides service for 11, AT&T provides service for 8, and B&K is currently providing wireless communication to one site on a test basis.

Since the installation of the noise monitors, B&K has broadened its services and now offers internet connectivity to its customers. Amending the Agreement to provide for an upgrade to wireless internet connectivity will allow B&K to closely monitor the NMTs which will reduce the downtime in the event of failure. This will allow B&K to dispatch service support expeditiously and minimize any loss of noise data.

#### PROPOSED AMENDMENT

The proposed Amendment No. 3 will provide for an upgrade of the NMT communication technology with 4G cellular modems and increase the fee schedule to reflect the cost of modem supply, configuration, installation, warranty, support, and cellular service.

Pricing for the proposed amended services is a one-time service charge of \$24,540 for modems, accessories, configuration and installation for all 20 NMTs and an annual \$14,400 for wireless communication services, increasing the annual Agreement cost from \$105,422 to \$119,822. The Agreement includes a 3% annual increase effective April 15<sup>th</sup> of each successive service year. The 3% increase for the wireless services will commence after the first year of service on April 15, 2021.

#### BUDGET IMPACT

The one-time installation of \$24,540 fee was included in the FY 2020 budget. The annual cost of the wireless communication services of \$14,400 for the wireless internet connectivity is covered in the FY 2020 budget and will be included as a recurring O&M item in future budget programs.

#### STAFF RECOMMENDATION

Staff seeks the recommendation of the Committee to the Commission for approval of proposed Amendment No. 3 to the Agreement to (i) upgrade the NMT modem technology from a wired network to a wireless network and (ii) add support and cellular services.



January 14, 2020

Mr. Mark Hardymont  
Director Noise & Environmental Programs  
Hollywood Burbank Airport  
2627 Hollywood Way  
Burbank, CA, 91505

## NoiseOffice Services for Hollywood Burbank Airport

Dear Mr. Hardymont,

EMS Brüel & Kjær is pleased to continue service for Hollywood Burbank Airport in accordance with the NoiseOffice Services Agreement between Brüel & Kjær EMS Inc. and the Burbank Bob Hope Airport (V6 Services Agreement) and subsequent contract modifications (together referred to as the Contract).

Subject to the terms outlined in Exhibit C-1 Service Fee Increases, the Supplier may increase the service fees two years following system acceptance (April 15, 2013) and each year thereafter by the greater of 3% or the movement in the CPI. The most recent CPI 12 months ending December 2019 is 2.3% utilizing the Bureau of Labor Statistics, Expenditure Category ALL ITEMS.

Therefore, the Year 8 (April 15, 2020 – April 14, 2021) service fees shall be adjusted by the following:

Period beginning April 15, 2020

Annual NoiseOffice Service Fee including AMSTAT (April 15, 2019 – April 14, 2020)	\$102,352
Annual CPI Multiplier 3.0%	x0.03
Annual Adjustment to Service Fee	\$ 3,070
<b>Subtotal</b>	<b>105,422</b>
Additional communication services for modems*	\$14,400
Total new Annual Service Fee for the period starting April 15, 2020	\$119,822
<b>Quarterly Fee starting April 15, 2020</b>	<b>\$29,955.50</b>

\* subject to indexation next annual period



It is EMS Brüel & Kjær's intent to continue to fully support the Hollywood Burbank Airport through our NoiseOffice solution suite and to maintain all other terms and conditions of the Contract.

Regards,

Alex Fluken

A handwritten signature in blue ink, appearing to read 'Alex Fluken'.

Airports Account Manager

**AMENDMENT NO. 3 TO  
NOISE AND FLIGHT TRACK MONITORING SYSTEM  
EXTENDED MAINTENANCE AND SUPPORT AGREEMENT  
(Burbank-Glendale-Pasadena Airport Authority / EMS Bruel & Kjaer Inc.)**

This Amendment No. 3 ("Third Amendment") to the July 19, 2010 Noise and Flight Track Monitoring System Extended Maintenance and Support Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and EMS Bruel & Kjaer Inc. ("EMSBK"), a Delaware corporation (formerly known as Lochard Corporation and as Bruel & Kjaer EMS Inc.), is dated February 3, 2020 for reference purposes.

**RECITALS**

A. EMSBK designed, furnished, and installed a noise and flight track monitoring system at the Bob Hope Airport.

B. The parties executed the Agreement to provide for EMSBK's performance of extended warranty service (including hardware and software upgrades) for such system.

C. The parties previously have executed the following amendments (collectively, "Prior Amendments") to the Agreement:

1. A November 1, 2010 Amendment No. 1 to eliminate a reference to EMSBK's prior business name.

2. An April 1, 2019 Amendment No. 2 to: (i) provide for a five-year extension of the term; and (ii) establish a fee schedule for such extension period.

D. The parties desire to amend the Agreement to: (i) provide for an upgrade of the noise monitoring terminal communication technology with 4G cellular modems; and (ii) increase the fee schedule to reflect the cost of modem supply, configuration, installation, warranty, support, and cellular service.

**NOW, THEREFORE**, the parties agree as follows:

**1. Amendment of Section 1.** Subsection 1.33 of Section 1 ("Definitions") of the Agreement is amended to read as follows:

"1.33 "Vendor Fee" means: (i) for performance of the Services during the base term (April 15, 2014 to April 14, 2019), the compensation specified in the Fee Schedule; (ii) for performance of the Services during the extension period (April 15, 2019 to April 14, 2024), the compensation specified in the Extension Period Fee Schedule; and (iii) for performance of the noise monitoring terminal communication technology upgrade, the compensation specified in the Supplemental Vendor Proposal."

2. **Amendment of Section 1.** Section 1 ("Definitions") of the Agreement is amended by adding a new Subsection 1.38 to read as follows:

"1.38 "Supplemental Vendor Proposal" means the January 7, 2020 Vendor Proposal attached as Exhibit B-1."


3. **Addition of Exhibit B-1.** The attached Exhibit B-1 is added to the Agreement and incorporated by reference.

4. **Effective Date.** This Third Amendment shall be effective upon execution.

5. **Preservation of Agreement.** Except as expressly modified by this Third Amendment, all of the provisions of the Agreement (as amended by the Prior Amendments) shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the provisions of the Agreement (as amended by the Prior Amendments), the provisions of this Third Amendment shall control.

**TO EFFECTUATE THIS THIRD AMENDMENT**, the parties have caused their duly authorized representatives to execute this Third Amendment by signing below.

EMS Bruel & Kjaer Inc.

  
☐ Chairperson ☒ President ☐ Vice President

  
☐ Secretary ☒ Asst. Secretary  
☐ Chief Finance Officer ☐ Asst. Treasurer

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

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Ray Adams, President

Approved as to form:

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

**EXHIBIT B-1**  
**Supplemental Vendor Proposal**

(attached)



January 7, 2020

Mr. Mark Hardyment  
Director Noise & Environmental Programs  
Hollywood Burbank Airport  
2627 Hollywood Way  
Burbank, CA, 91505

## NMT Modem Supply, Installation and Services for Hollywood Burbank Airport

Dear Mr. Hardyment,

The Hollywood Burbank Airport has had a long-standing partnership with Brüel & Kjær managing the airport noise ordinance and California Title 21 requirements using ANOMS and complementing solutions.

As has been discussed, the Hollywood Burbank Airport would like to upgrade the communication technology in the field Noise Monitoring Terminals (NMTs) with 4G cellular modems supplied and installed by EMSBK along with ongoing managed services.

EMS Brüel & Kjær appreciates this opportunity to work closely with Hollywood Burbank Airport to offer a world-class solution for noise monitoring at the airport.

### EMS Brüel & Kjær ANOMS Noise Monitoring Solution

Hollywood Burbank Airport (BUR) uses ANOMS as a key part of its airport noise management strategy, with a network of EMS Brüel & Kjær noise monitoring terminals in the vicinity of the airport. The total system consists of the ANOMS workbench, the community WebTrak portal, and the Noise Monitoring Terminals used to identify operations that violate the airport noise ordinance as well as provide measured data for reports used to engage the community.

### Proposed Services

Hollywood Burbank Airport currently has NMTs installed in 2011 that require upgrades to the modem technologies.

EMSBK will provide Sierra Wireless industrial modems designed to be used in extreme unattended environments. These modems are used throughout the EMSBK network and are supported by EMSBK.

Our trained technicians will configure the modems in-house and then install on site. The NMTs require onsite firmware configuration modifications at the time of installation. The process is seamless with minimal downtime and no data loss.

Brüel & Kjær EMS Inc  
2330 East Bidwell Street, Suite 210  
Folsom, California 95630  
United States of America  
Confidential Information

Tel: +1 (916) 265 7700  
Fax: +1 (916) 265 7719  
email: [emsinfo@emsbk.com](mailto:emsinfo@emsbk.com)  
[www.emsbk.com](http://www.emsbk.com)





## Modem supply, configuration, and installation

20 Modems for NMTs	Quantity	Each	Price
Sierra Wireless industrial modem and accessories	20	\$928	\$18,560
Modem and NMT configuration; on-site installation	project		\$5,980
<b>Total hardware and services</b>			<b>\$24,540</b>

Following installation, EMSBK will fully manage the service on the modems with AT&T and warranty and support the hardware under the terms of the service agreement for the NMTs.

## Warranty, support and cellular service

Service for 20 NMT Modems	Quantity	Annual Per NMT	Annual service
Warranty, support and cellular service	20	\$720	\$14,400

## Delivery

The delivery of this service is dependent on notice to proceed. This will allow for configuration, delivery of the hardware and service activation to be completed within the required timeframes.

## Terms and Conditions

- This offer is valid for 60 days.
- All prices are quoted in United States Dollars (USD) and excludes all taxes.
- The services will be delivered under the terms and conditions of the existing Agreement.

If you have any questions or require any further information, please do not hesitate to contact me anytime at 916.265.7704 or alex.fluken@emsbk.com.

Regards,

Alex Fluken  
Airports Account Manager

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE  
FEBRUARY 3, 2020**

**ADK CONSULTING, INC. PROPOSAL FOR  
ORGANIZATIONAL GOVERNANCE STRUCTURE STUDY**

**SUMMARY**

The General Counsel seeks direction from the Legal, Governmental and Environmental Affairs Committee ("Committee") on a proposal from ADK Consulting, Inc. ("ADK") for an organizational governance structure study.

**BACKGROUND**

Since its acquisition of the Airport in 1978, the Authority has utilized an independent contractor for management services and personnel. Currently, this arrangement is structured through a 2008 airport management services agreement with TBI Airport Management, Inc. ("TBI"). The personnel provided by TBI under that agreement include the Executive Director. The agreement also gives the Commission the option to employ or appoint an "Authority Executive Director" to serve as the Authority's chief operating officer and to whom TBI and its personnel shall report.

Over the years some Commissioners have occasionally expressed interest in receiving an assessment of the advantages and disadvantages of having a chief operating officer who is an Authority employee rather than a TBI employee. To that end, the General Counsel has obtained a proposal (attached) from ADK for the Committee's consideration. The Authority retained ADK in 2016 for executive search and consulting services. ADK led the nationwide search that resulted in the selection of Frank Miller to serve as Executive Director. For this engagement, ADK is proposing to prepare a "SWOT" analysis and does not contemplate that financial liabilities, legal fees, etc. will be a prominent issue of the study. ADK's proposal includes a fee schedule with an estimate of \$35,380 for the consultant fee and \$7,500 for travel expense reimbursement.

**RECOMMENDATION**

The General Counsel recommends that the Committee give direction on how it wishes to proceed with respect to the proposal from ADK for an organizational governance structure study.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE  
FEBRUARY 3, 2020**

**COMMITTEE PENDING ITEMS**

**Future**

No pending items at this time.