



September 17, 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, September 21, 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.

Pursuant to Governor Newsom's Executive Order N-29-20, members of the Commission or staff may participate in this meeting via teleconference. In the interest of maintaining appropriate social distancing, members of the public may observe and participate in the meeting telephonically through the following number:

Dial In: (701) 802-5334

Access Code 2451017

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

REGULAR MEETING
OF THE
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE

Burbank Room
Monday, September 21, 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.

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

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

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

A G E N D A

Monday, September 21, 2020

1. Approval of Agenda

2. Public Comment

3. Approval of Minutes

a. August 17, 2020

[See page 1]

4. Contracts and Leases

a. Professional Services Agreement
Trifiletti Consulting, Inc.

- Staff report attached

[See page 3]

Staff seeks a Legal, Government and Environmental Affairs Committee recommendation to the Commission to approve a proposed Professional Services Agreement with Trifiletti Consulting Inc. in a not-to-exceed amount of \$75,000 for continued support services with environmental, entitlement, land use, sustainability, and government advisory services in support of the Memorandum of Understanding with the South Coast Air Quality Management District.

b. Citizen's Advisory Committee

- Staff report attached

[See page 20]

Staff seeks a Legal, Government and Environmental Affairs Committee recommendation to the Commission for establishment of a 12-member Citizen's Advisory Committee ("CAC") comprised of representatives from Burbank, Glendale, Pasadena, and Los Angeles. The proposed CAC would be tasked with gathering public input on airplane noise issues associated with the Bob Hope Airport and with assisting in the update of the Authority's Noise Exposure Map and Noise Compatibility Program.

5. Items for Information

a. Committee Pending Items

[See page 22]

6. Adjournment

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

MONDAY, AUGUST 17, 2020

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 11:35 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 Agajanian (via teleconference) and Wiggins

Absent: Commissioner Madison

Also Present: Staff: Frank Miller, Executive Director; Patrick Lammerding, Deputy Executive Director, Planning and Development; John Hatanaka, Senior Deputy Executive Director (arrived at 12:05 a.m.)

Airport Authority Counsel: Terence R. Boga of Richards, Watson & Gershon and Tom Ryan of McDermott, Will & Emery

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

2. Public Comment There were no public speakers.

3. Approval of Minutes

a. July 20, 2020 Commissioner Agajanian (via teleconference) moved approval of the minutes of the July 20, 2020 meeting, seconded by Commissioner Wiggins.

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (2-0, 1 absent).

At this time, Commissioner Wiggins requested that Item 5.a., be taken after Item 3.a.

5. Closed Session

The meeting recessed to closed session at 11:37 a.m. to consider the items listed on the closed session agenda and to confer with legal counsel regarding existing and potential litigation.

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)):1 potential case. Facts and Circumstances: FAA Southern California Metroplex Project

Reconvene

Commissioner Wiggins reconvened the meeting at 11:55 a.m. with the same Commissioners present.

Closed Session Report

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

4. Items for Information

a. Federal Legislative Update

Staff briefed the Committee on pending federal legislation to provide additional assistance to the aviation industry due to the continuing COVID-19 pandemic.

b. Committee Pending Items

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

6. Adjournment

There being no further business, the meeting was adjourned at 12:15 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
SEPTEMBER 21, 2020**

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

SUMMARY

Staff seeks a Legal, Government and Environmental Affairs Committee ("Committee") recommendation to the Commission to approve a proposed Professional Services Agreement ("Agreement") with Trifiletti Consulting Inc. ("Trifiletti") in a not-to-exceed amount of \$75,000 for continued support services with environmental, entitlement, land use, sustainability, and government advisory services in support of the Memorandum of Understanding ("MOU") with the South Coast Air Quality Management District ("SCAQMD").

BACKGROUND

Previously the Authority has engaged the services of Trifiletti through a Professional Services Agreement to assist staff in negotiations with the SCAQMD related to the development of and semi-annual and annual reporting required by MOU for the SCAQMD's Airport Air Quality Improvement Plan ("AQIP") as well as coordination with the AQMD's Air Quality Management Plan ("AQMP").

The original Agreement with Trifiletti expired on June 30, 2020. The proposed new PSA with Trifiletti would provide for the continued semi-annual qualitative reporting of MOU initiatives contained in the MOU as well as qualitative emissions reporting on a calendar year-end basis of those same measures, all as more completely described in the attached Exhibits A-B.

FUNDING

Appropriations for these support services to meet the Authority's obligations under the MOU are contained in the adopted FY 2021 budget.

STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission that it approve the new Professional Services Agreement with Trifiletti in a not-to-exceed amount of \$75,000 with Trifiletti Consulting Inc. for continued support services, as described above, for the associated reporting required by the MOU with SCAQMD.

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority/Trifiletti Consulting, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated July 28, 2020 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Trifiletti Consulting, Inc. ("Consultant"), a California corporation ("Consultant").

R E C I T A L S

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: environmental, entitlement, land use, sustainability and governmental consulting.

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

NOW, THEREFORE, the parties agree as follows:

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

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

B. "Contract Limit": Seventy-five thousand dollars (\$75,000).

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

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

E. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

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

G. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

H. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

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

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

C. In the event any claim is brought against the Authority relating to Consultant's work under this Agreement, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

3. Term.

A. This Agreement shall be deemed retroactive to July 1, 2020 and shall expire on June 30, 2021 unless terminated by either party pursuant to paragraph (B) below.

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

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Amount.

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

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

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

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

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

9. Indemnification.

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

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

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

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

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

12. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours;

(b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

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

Consultant
Trifiletti Consulting, Inc.
1541 Wilshire Blvd., Suite 560.
Los Angeles, CA 90017
Attn: Lisa Lopez Trifiletti, Principal
E-mail: lisa@trifiletticonsulting.com

13. Assignability.

A. Except as provided in paragraph (B) below, Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

B. Consultant may subcontract with CDM Smith Inc. for development of annual airport emission inventories.

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

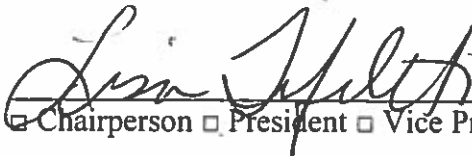
15. Exhibits. Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through C, the provisions of this Agreement shall prevail. In the event of any material discrepancy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

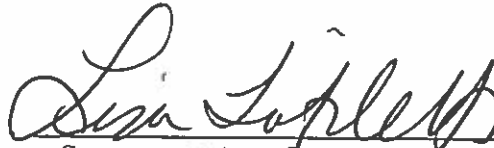
16. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or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

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

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

Trifiletti Consulting, 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

Ross Selvidge, Ph.D.
President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A

Scope of Services

I. Trifiletti 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. Trifiletti will also lead the facilitation and coordination work with the AQMD, including the production AQMD Midyear Report and Annual Year End Report, MidSource Committee Presentation 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.

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.

II. CDM Smith Services

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 2020-2021, 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.

Schedule

CDM Smith will complete the methodologies by July 1, 2021.

EXHIBIT B
Fee Schedule

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 \$75,000.00 for services rendered July 1, 2020 thru June 30, 2021. This amendment total includes a budget of \$40,000 for Trifiletti's services and \$35,000 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	\$50,000 (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.

EXHIBIT C
Insurance Requirements

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

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

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

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

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

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

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

D. 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.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnatee before the Indemnatee's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

G. 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.

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

I. 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.

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

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

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. 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 and, as to the workers' compensation insurance, with the required waiver of

subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

EXHIBIT D
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

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

2. Civil Rights – Title VI Assurance

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

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

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

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

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

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

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

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

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

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

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

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

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

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

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

3. Federal Fair Labor Standards Act

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

4. Occupational Safety and Health Act

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

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
SEPTEMBER 21, 2020**

CITIZEN'S ADVISORY COMMITTEE

SUMMARY

Staff seeks a Legal, Government and Environmental Affairs Committee ("Committee") recommendation to the Commission for establishment of a 12-member Citizen's Advisory Committee ("CAC") comprised of representatives from Burbank, Glendale, Pasadena, and Los Angeles. The proposed CAC would be tasked with gathering public input on airplane noise issues associated with the Bob Hope Airport ("BUR") and with assisting in the update of the Authority's Noise Exposure Map and Noise Compatibility Program.

BACKGROUND

In August 2019, the Authority and Los Angeles World Airports jointly formed the Southern San Fernando Valley Airplane Noise Task Force ("Task Force") to help address community concerns regarding noise associated with BUR and Van Nuys Airport. The Task Force's objective was to develop a set of recommendations to address community noise concerns.

On May 7, 2020, the Task Force voted to submit 16 recommendations to the Federal Aviation Administration ("FAA"). Five of those recommendations are specific to the Authority, and one of them encouraged the Authority to create a CAC to address community concerns throughout the San Fernando Valley. On August 17, 2020, the Commission authorized the Executive Director to send a letter responding to the Task Force's recommendations. As to the CAC recommendation, the response indicated that the Authority was still evaluating issues associated with a CAC including size, membership selection, function, and duration.

PROPOSAL

After consideration of various options, Staff and legal counsel propose that the Committee consider recommending to the Commission establishment of a CAC in accordance with the following parameters:

- The CAC will consist of 12 members from Burbank, Glendale, Pasadena and Los Angeles.
- Nine will be residents of Burbank, Glendale and Pasadena with each city having three representatives.
- The three Los Angeles representatives will come from Los Angeles City Council Districts 2, 4, and 6 (generally are located north, west, or south of BUR) with each district having one representative.
- The Authority will solicit applications from the public and solicit recommendation lists of up to three individuals from the Burbank City Council, the Glendale City Council, the Pasadena City Council, and the Los Angeles City Council Members from Districts 2, 4, and 6.

- Appointments to the CAC will be made by the Commission by majority vote.

The CAC would conduct briefings and provide input on an update of the Authority's Noise Exposure Map and Noise Compatibility Program pursuant to Title 14, Part 150 of the Code of Federal Regulations ("Part 150"). Part 150 provides a structured approach for noise mitigation and consists of two stages.

1. An airport operator produces a Noise Exposure Map that identifies the compatible and non-compatible land uses around the airport to understand how areas are impacted by different levels of noise.
2. The airport operator then develops a Noise Compatibility Program with specific measures to reduce noise, such as re-routing flights over less-populated areas and providing sound insulation for buildings. Airport operators that complete the Part 150 process are eligible to receive Airport Improvement Program funds to help with noise mitigation efforts.

The Authority's Noise Exposure Map and Noise Compatibility Program are the fundamental components of any new or expanded noise mitigation measures. By creating and empowering a CAC to provide input on the update of these items, the Commission would allow area residents to play an integral role in addressing community noise concerns. The CAC would purely be an advisory body and would submit recommendations to the Commission. The CAC would make all recommendations by majority vote at duly called meetings at which a quorum (at least half of the appointed CAC members) is present.

Finally, as to timing, it is proposed that CAC members be appointed and that the CAC become active once two events have occurred. First, the FAA needs to have issued a final decision on the Task Force's recommendations. It would not be productive for the CAC to focus its efforts on developing suggestions that may be foreclosed by the FAA's response to the Task Force. Second, the Authority needs to have made sufficient operational and economic recovery from the COVID-19 pandemic. Once active, the CAC would meet at least quarterly and would exist until the Authority submits an updated Noise Exposure Map and Noise Compatibility Program to the FAA.

FUNDING

This item was not anticipated during the development of the FY 2021 budget. As of this writing, the cost to facilitate the CAC has not been determined. Subject to the requirements for the proposed CAC, a future budget amendment may be required.

STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission the establishment of a CAC as described in this report.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
SEPTEMBER 21, 2020**

COMMITTEE PENDING ITEMS

Future

1. Award of Contract – Task Force Public Outreach Support