



April 1, 2021

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

NOTICE is hereby given that a regular meeting of the Operations and Development Committee will be held Monday, April 5, 2021, at 8:30 a.m., in the Airport Skyroom 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: (978) 990-5000

Access Code: 880737#

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

REGULAR MEETING
OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
Airport Skyroom
Monday, April 5, 2021
8:30 a.m.

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

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

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



The following activities are prohibited:

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



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



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

AGENDA

Monday, April 5, 2021

1. Roll Call
2. Approval of Agenda
3. Public Comment
(For items not on the Agenda. Public Comment on specific Agenda items will be received at the time the item is presented.)
4. Approval of Minutes
 - a. February 16, 2021 [See page 1]
5. Contracts and Leases
 - a. Exercise of Extension Option [See page 3]
Professional Services Agreement for AutoCAD, GIS, Graphic Display
and Airport Planning Services

Staff seeks a recommendation from the Operations and Development Committee to the Commission to exercise the first of two one-year extension options contained in the Professional Services Agreement between the Airport Authority and Azrial Ltd. for continued AutoCAD, GIS, graphic display, and airport planning support services.
 - b. Award of Contract [See page 17]
Body-Worn Camera (BWC) System

Staff seeks a recommendation from the Operations and Development Committee to the Commission to award a contract to Axon Enterprise, Inc. ("Axon") to supply the Airport Police Department ("APD") with forty-one Axon-3 cameras and first-year warranty support services in the amount of \$87,400 with an additional recurring charge for licensing, service, cloud storage and end of life program fees of \$41,853 per year for four years for a total of \$167,412. The total cost of the proposed contract over five years is \$254,812. This contract will provide the Authority's APD with the manufacturer's Body-Worn Camera System and, a camera will be assigned to each sworn officer of the APD.
6. Items for Information
 - a. Committee Pending Items [See page 30]
7. Adjournment

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

TUESDAY, FEBRUARY 16, 2021

A special meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:34 a.m., by Commissioner Devine.

1. ROLL CALL

Present: Commissioners Brown, Devine (via teleconference) and Kennedy (via teleconference)

Absent: None

Also Present: John Hatanaka, Senior Deputy Executive Director; Anthony DeFrenza, Director of Engineering and Maintenance

2. Approval of Agenda The agenda was approved as submitted.

3. Public Comment There were no public comments.

4. Approval of Minutes

a. December 14, 2020 Commissioner Brown moved approval of the minutes of the December 14, 2020, special meeting seconded by Commissioner Kennedy (via teleconference). There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).

5. Contracts and Leases

**a. Award of Fleet Maintenance Services Agreement
Keolis Transit Services, LLC** Staff sought a Committee recommendation to the Commission to award a Fleet Maintenance Services Agreement ("Agreement") to Keolis Transit Services, LLC. The proposed Agreement has a one-year term and two one-year extension options.

Appropriations for the fleet vehicle maintenance services are included in the adopted FY 2021 budget and future year appropriations will be included in subsequent budget proposal request.

Motion Commissioner Kennedy (via teleconference) moved approval of Staff's recommendation, seconded by Commissioner Brown.

Motion Approved

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).

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 adjourned at 8:43 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
APRIL 5, 2021**

**EXERCISE OF EXTENSION OPTION
PROFESSIONAL SERVICES AGREEMENT FOR
AUTOCAD, GIS, GRAPHIC DISPLAY AND AIRPORT PLANNING SERVICES**

Presented by Anthony Defrenza
Director, Engineering and Maintenance

SUMMARY

Staff seeks a recommendation from the Operations and Development Committee ("Committee") to the Commission to exercise the first of two one-year extension options contained in the Professional Services Agreement ("Agreement") between the Authority and Azrial Ltd. ("Azrial") for continued AutoCAD, GIS, graphic display, and airport planning support services.

BACKGROUND

On April 16, 2018, the Commission awarded an Agreement to Azrial for the services described above. The Agreement (copy attached) is on a time and materials basis at a rate of \$95.00 per hour (currently), not to exceed 1,800 hours annually, for a three-year period. The Agreement also allows for two one-year extension options that can be exercised up to 30 days before the expiration date. The initial three-year base period expires on May 3, 2021, and Azrial has waived the 30-day notice requirement for the first extension option.

For the past 25 years, Mr. Dan Lichtner, the Principal of Azrial, has provided computer-aided drafting or "CAD" services to the Authority on a time and materials basis. Azrial developed the current AutoCAD digital drawing library of the airport that encompasses several thousand drawings. Additionally, Mr. Lichtner has extensive knowledge of the airport's facilities, Engineering procedures and airport operations. Azrial's services are utilized in a variety of areas, including conceptual planning, graphic arts, lease document exhibits, and AutoCAD construction document preparation. The depth and breadth of Mr. Lichtner's knowledge and familiarity with the airport and airfield design is an invaluable resource that would be difficult to replace through a single source at an effective cost.

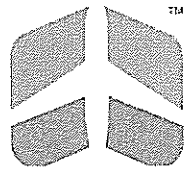
The Agreement requires that the hourly rate be adjusted on each anniversary date based on the applicable CPI. Accordingly, if the one-year extension option is exercised, the hourly rate would be increased to \$98.00.

FUNDING

In a given fiscal year, a significant portion of Azrial's annual charges are charged to individual capital improvement projects with the balance of Azrial's support services included in that fiscal year's O&M cost. The approved FY 2021 budget included appropriations for the support services that are not a part of a capital project.

STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission that it exercise the first of two one-year extension options and direct Staff to issue a notice of extension to Azrial.



Hollywood
Burbank
Airport

March 16, 2021

Via e-mail

Mr. Dan Lichtner
Azrial Ltd.
18321 Algiers St
Porter Ranch, CA 91326

Re: **Professional Service Agreement dated May 4, 2018**

Dear Mr. Lichtner:

I write in reference to the May 4, 2018 Professional Service Agreement executed by the Authority and Azrial Ltd. As you know, pursuant to Section 3 of the Agreement, the Authority has the option to exercise two extension options which would extend the term of the agreement for one year at a time. In order to exercise the extension option, the Authority is to provide written notice to Consultant at least 30 days prior to the then-scheduled expiration date which is currently May 3, 2021. We intend to recommend the Commission authorize the issuance of the first of two 12-month extensions at the April 19, 2021 meeting, but this date is past the date which is 30 days prior to the current expiration date.

Please sign below and return the letter indicating you are willing to waive the 30-day written notice requirement outlined in the contract. We will provide written notice of the Commission's decision as soon as possible after the April 19th meeting.

If you have any questions, please contact us at your convenience.

Anthony DeFrenza
Director, Engineering and Maintenance

By signing below, I waive the requirement that, regarding exercising an extension, the Authority shall provide at least 30 days written notice prior to the then-scheduled expiration date.

Date 3/16/21

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Azrial Ltd.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated April 16, 2018 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Azrial Ltd. ("Consultant"), a California corporation ("Consultant").

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to renew its retention of Consultant as an independent contractor providing the following professional services: computer-aided drafting, graphics service, and other related architectural and engineering services.

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

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

D. "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.

2. **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 performed 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 performed.

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

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

3. Term.

A. This Agreement shall commence on May 4, 2018 and shall expire on May 3, 2021 unless extended by the Authority pursuant to paragraph (B) below or terminated by either party pursuant to paragraph (C) below.

B. The Authority shall have two options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, the Authority shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

C. 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 seven days prior written notice to the other party. In the event of termination, the Authority shall pay Consultant for work satisfactorily performed through the termination date.

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 fee schedule set forth in Exhibit B.

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

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation,

or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

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

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

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

9. Insurance.

A. The Authority shall cause Consultant to be an additional insured under the Authority's Airport Liability insurance policy. The insurance coverage shall apply to Consultant's actions on the Authority's behalf that are directly related to the operation of the Airport and that cause third party bodily injury, property damage, or both.

B. Consultant shall procure and maintain for the duration of this Agreement automobile liability insurance with limits no less than \$100,000 per accident for bodily injury and property damage. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. The policy shall contain, or shall be endorsed to contain, the following provisions:

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

2. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, unless waived by the Contract Administrator.

C. Consultant shall procure and maintain for the duration of this Agreement Professional Liability insurance with limits no less than \$1,000,000.

10. 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.

11. 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
E-mail: PLammerding@bur.org

Consultant
Azrial Ltd.
18321 Algiers Street
Porter Ranch, CA 91326
Attn: Dan Lichtner
E-mail: azrialtd@gmail.com

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

13. 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.

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

15. 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.

16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties. This Agreement supersedes all prior oral or written negotiations, representations and contracts. 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.

Azrial Ltd.



☐ 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



President

Approved as to form:



Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

Consultant shall provide computer-aided drafting, graphics service, and other related architectural and engineering services under the direct supervision of the Contract Administrator.

EXHIBIT B
Fee Schedule

Consultant shall be compensated for the actual number of authorized hours performed for each assigned task.

Consultant shall be compensated at a rate of \$92.50 per hour not to exceed 1,800 hours per year. Additionally, Consultant shall receive an annual allowance of \$5,000 for miscellaneous out-of-pocket expenses such as paper, ink, and reproduction costs

Commencing May 4, 2019, automatic hourly labor rate adjustments shall be made each year by Consumer Price Index for All Urban Consumers for the Los Angeles-Riverside-Orange County statistical area (CPI-U) published by the United States Department of Labor, Bureau of Labor Statistics. In the event the CPI-U is discontinued or revised during the term of this Agreement, such other governmental index or computation with which it is replaced shall be used.

EXHIBIT C
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
OPERATIONS AND DEVELOPMENT COMMITTEE
APRIL 5, 2021**

**AWARD OF CONTRACT
BODY-WORN CAMERA (BWC) SYSTEM**

Presented by Commander Jorge Martinez
Hollywood Burbank Airport Police Department

SUMMARY

Staff seeks a recommendation from the Operations and Development Committee ("Committee") to the Commission to award a contract, copy attached, to Axon Enterprise, Inc. ("Axon") to supply the Airport Police Department ("APD") with forty-one Axon-3 cameras and first-year warranty support services in the amount of \$87,400 with an additional recurring charge for licensing, service, cloud storage and end of life program fees of \$41,853 per year for four years for a total of \$167,412. The total cost of the proposed contract over five years is \$254,812. This contract will provide the Authority's APD with the manufacturer's Body-Worn Camera ("BWC") System and a camera will be assigned to each sworn officer of the APD.

BACKGROUND

Over the past several years, law enforcement agencies around the country have determined that a BWC system is an essential part of today's policing. Deployment of a BWC has become an industry standard as evidenced by the significant growth in the number of police agencies using police BWCs. Currently, it has been reported that over one-third of the approximately 18,000 law enforcement agencies in the United States are now using this type of technology.

In response to increased community concerns over several controversial police use of force incidents, deployment of BWC technology has helped in resolving issues of community trust. BWCs are used for documentation purposes, capture interactions with suspects, victims, witnesses, and other members of society during public encounters with police personnel as well as actual arrests and other critical incidents. The deployment of this technology provides a basis for potential resolutions of both administrative and criminal complaints and as a resource in matters involving civil liability.

The deployment of BWCs by the APD has the following potential benefits:

1. Deployment of BWCs is shown to reduce the use of all categories of force, including lethal force, with the potential to save lives;
2. Overall, the deployment of BWCs by police agencies has reduced the cost of litigation involving the alleged use of excessive or unnecessary force;
3. Deployment of BWCs has reduced the number of civilian complaints and helped to resolve such complaints;

4. Deployment of BWCs appears to have a positive effect on the behavior of both civilians and law enforcement personnel during any interaction;
5. The quality of evidence for the criminal justice system is improved; and
6. Recordings from the BWC system are an available tool to help evaluate officer performance, improve training, guidance, commendations, discipline, and ensure that the system is being used in accordance with the department's policy.

The APD Command Staff have discussed the proposed acquisition with the BGPAAPD Police Officer's Association ("Association") as well as the wearing and use of BWCs at Hollywood Burbank Airport. Deploying this technology at the Airport will require that while on duty and in uniform, all sworn personnel, including the Chief of Police and Commanders, will wear a BWC. The Association overwhelmingly supports the proposed acquisition and implementation of BWCs and has issued a letter of support, copy attached. Additionally, the Command staff has prepared a draft General Order covering the deployment and use of BWCs which has been reviewed by Authority General Counsel. A copy is also attached.

PROCUREMENT

A Request for Proposals ("RFP") was issued and posted on PlanetBids on November 11, 2020, with a response date of December 10, 2020. Four responses were received, with one proposal determined to be non-responsive due to not including all the required components listed in the RFP.

The remaining three responses were independently evaluated by a panel consisting of staff from the APD Command, APD Sergeants, the IT Department, the Procurement Department, and a member of the Association for a total of seven evaluators.

The median scores for each proposal evaluated based on selection criteria, and inclusive of proposed prices for reference, are listed below:

RFP Evaluation Score Sheet RFP AP20-01 Body Worn Camera System

	SC-1-Firm Experience	SC-2 - Qualifications	SC-3 - Technical Approach and Quality	SC-4 - Fee Schedule/ Price	SC-5 - Purchase Agreement	SC-6 - Special Features	SC-7 - Overall Value		
	PROPOSALS								
Points Available	10	15	25	30	10	5	5	PROPOSAL TOTAL	RANK
Axon	10	15	24	24	8	4	4	89	1
Utility Associates	8	11	14	23	5	2	3	66	3
WatchGuard	10	14	22	30	5	1	4	86	2
	<u>Price</u>								
Axon	\$ 254,812.96								
Utility Associates	\$ 260,257.50								
WatchGuard	\$ 201,692.00								

The results of the evaluation showed that Axon was the only proposer that offered several features of a BWC that is preferred by the APD. Most notable of the features APD feels is important to any BWC is signal technology that activates the cameras in response to activity “triggers”. Some of the triggers that automatically cause activation of the camera are:

1. When an officer’s TASER is transitioned from safe position to armed;
2. When a sidearm is removed from its holster;
3. When an officer discharges his/her firearm; and
4. When a gunshot is detected.

These features enhance officer safety by allowing the officer to focus on a potential threat rather than focusing on activating the camera. The automatic triggers also ensure an incident is recorded.

As a matter of reference, other area police agencies have either deployed or have recently awarded contracts for a BWC system. Burbank, Glendale, and Pasadena Police Departments are currently utilizing the Axon BWC system. The Los Angeles Police Department began deploying BWCs in 2014 and is also currently using the Axon system. Most recently the Los Angeles County Sheriff Department executed an agreement for acquisition and deployment of the Axon BWC system for its Deputies.

BUDGET

During the development of the FY 2021 budget, this item was not planned for and does not have appropriations. However, due to the importance of acquiring the proposed system, Staff believes the acquisition can be accommodated within the current budget for the initial cost with requests for the subsequent annual recurring cost in future budget years.

IMPLEMENTATION

If recommended by the Committee and approved by the Commission, the purchase of the equipment will begin immediately with program integration and deployment of the BWC system prior to the end of FY 2021.

STAFF RECOMMENDATION

Staff seeks the Committee’s recommendation to the Commission to approve the proposed acquisition of forty-one Axon-3 cameras and related first year warranty support services in the amount of \$87,400 with an annual recurring charge of \$41,853 per year for four years for a total five-year commitment of \$254,812. Staff also seeks that the President be authorized to execute the requisite contract and the Executive Director be authorized to execute ancillary purchasing documents.

INTER-DEPARTMENTAL COMMUNICATION

TO: Chief Edward Skvarna

DATE: March 22, 2021

FROM: Burbank Glendale Pasadena Airport POA

SUBJECT: Body Worn Cameras



The Burbank-Glendale-Pasadena Airport Police Officer's Association and Command Staff have been discussing the need for Body Worn Cameras prior to the dramatic civil unrest which occurred nationwide during 2020. We had previously discussed the need for audio recorders in August of 2019, but with the increased level of police scrutiny, we feel body worn cameras are currently the only viable option.

The board members feel there is an immediate need for body worn cameras, which would be beneficial to the airport, the department, and to the individual officers. Although the airport digital video surveillance system is effective, it does not cover all areas of the airport, nor does it provide the context and detail which many investigations demand.

The board members believe the most important aspect of the body worn cameras would be the protection from false accusations and potential liability claims. The body worn cameras will also preserve evidentiary statements and showcase our officers' professional demeanor during contacts and arrests. Body worn cameras help ensure accountability for officers' conduct and displays a crime scene to a jury from the officer's point of view. This evidence may immediately exonerate officers involved in high profile incidents and can be made available to the media. This provides transparency and improves the public's trust, as well as reassuring our airport administrators. A side benefit is that members of the public are less likely to become hostile or assaultive if they know they are being recorded.

Body worn cameras will preserve our members' professionalism during law enforcement contacts, and when coupled with the airport DVSS, safeguard the department and the airport from spurious or fraudulent claims which are so prevalent in our current culture.

The Burbank Glendale Pasadena Airport Police Officer's Association strongly endorses the deployment of body worn cameras for all officers at Hollywood-Burbank Airport.

Respectfully,

A handwritten signature in blue ink, reading "S. Saucedo".

Sergeant Steve Saucedo – Vice President
Burbank Glendale Pasadena Airport POA

Body Worn Cameras

450.1 PURPOSE AND SCOPE

In-car (Mobile Audio Video) cameras and body worn cameras (BWC) provide additional documentation of police/public encounters and may be an important tool for collecting evidence and maintaining public trust. Persons reviewing recordings must be cautious before conclusions are reached about what the video shows.

It is the policy of the **BGPAA** Police Department to equip sworn personnel with BWCs. The cameras are intended to:

- Capture crimes in progress, whether perpetrated against the officer or the community, and to maintain this evidence for presentation in court.
- Document initial police response, the discovery of evidentiary items, and the actions of the police pursuant to an investigation including calls for service or self-initiated police contacts.
- Mitigate potentially confrontational interactions with members of the public through the presence of the BWC.
- Prevent and investigate complaints made against officers during the course of their police duties.
- Serve in training and performance feedback - ensuring the professionalism, accountability, and transparency of members of the **BGPAA** Police Department.

Officers shall utilize BWCs in accordance with the provisions in this general order and state and federal law to complement the performance of patrol personnel, investigators, and detention officers.

While recordings obtained from BWCs provide an objective record of events, it is understood that video recordings do not necessarily reflect the experience or state of mind of the individual member(s) in a given incident. Moreover, the recordings, especially video, have limitations and may depict events differently than the events recalled by the involved member. Video captures 2-dimensional images, which may be different from a member's 3-dimensional observations. Lighting and angles may also contribute to different perceptions. Specifically, it is understood that the recording device will capture information that may not have been heard and/or observed by the involved member and that the involved member may see and hear information that may not be captured on video.

450.2 POLICY

This policy provides guidelines for the use of BWCs by members of this department while in the performance of their duties, including all recording systems whether body-worn, hand-held or integrated into portable equipment. The use of recorders is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public.

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This policy does not apply to lawful surreptitious audio-video recording, interception of communications for authorized investigative purposes, or to mobile audio/video recordings (see the Investigation and Prosecution and Mobile Audio/Video policies).

450.3 MEMBER PRIVACY EXPECTATION

Members should avoid using their personal devices to make recordings, if however, members do use their personal devices to make recordings, they are required to provide that recording to the department at the earliest opportunity and no later than by the end of their shift. All recordings made by members acting in their official capacity shall remain the property of the BGPAA regardless of whether those recordings were made with department-issued or personally owned recorders. Members shall have no expectation of privacy or ownership interest in the content of these recordings. Members shall maintain full privacy and ownership interest in the unrelated content stored on personally owned recorders, including cellular telephones.

450.4 MEMBER RESPONSIBILITIES

Each uniformed member shall be responsible for making sure that he/she is equipped with a BWC issued by the Department, and that the recorder is in good working order prior to each shift. If the recorder is not in working order or malfunctions at any time, the member shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as practicable. Uniformed members shall wear the BWC in a conspicuous manner and the cameras shall be forward facing on the uniform to facilitate optimal recording field of view.

Any member assigned to a non-uniformed position (Detectives and Special Investigative Units) shall carry an approved BWC any time the member believes that such a device may be useful. Non-uniformed members wearing a BWC shall wear the device in a conspicuous manner and forward facing to facilitate optimal recording field of view. This section does not apply to members acting in an undercover capacity.

When using a BWC, the assigned member shall record his/her name, BGPAA identification number and the current date and time at the beginning and the end of the shift or other period of use, regardless of whether any activity was recorded. This procedure is not required when the recording device and related software captures the user's unique identification and the date and time of each recording.

Members shall document the use of a BWC and the existence of a recording in any report or other official record of the contact, including any instance where the recorder malfunctioned or the member deactivated the recording prior to the conclusion of the contact. Members shall include the reason for deactivation.

When a member reasonably believes a recorded contact may lead to a review by a subsequent supervisor, the member should promptly notify their supervisor of the existence of the recording.

Members shall not tamper with or dismantle any hardware or software component of the body worn camera.

All Department members using BWCs shall be trained and provided a copy of the policy prior to use of equipment. The training and course outline shall be documented in the Department's

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Training Management System. Supervisors with Department members assigned BWCs shall conduct section training twice a year on the policy expectations, and use and maintenance of the BWC equipment. Employees will also be tested yearly via the Department's web-based policy review.

450.4.1 TRANSFER PROCEDURES

Members shall dock their issued body worn camera for automated upload of data files daily or when directed by a supervisor to ensure the timely transfer of data. This procedure will ensure that storage capacity is not exceeded within the device and to view uploaded audio/video files for report writing.

Members uploading audio/video files into storage shall include incident information (metadata) for any recording which has the likelihood of resulting in a criminal, civil, or administrative review or investigation. These incidents shall include those in which a member may only be a secondary or peripheral responder. All associated recordings for these events, whether evidence or not, shall include general offense and case number.

Personnel assigned a BWC should allow sufficient time to upload files at the end of their shift to avoid incurring unnecessary overtime expenditures. All Department policies and MOUs regarding the use of overtime will apply.

450.5 SUPERVISOR RESPONSIBILITIES

Supervisors shall not use BWCs or online storage system until they have successfully completed the required training.

Supervisors shall ensure members assigned a BWC are utilizing the equipment according to policy guidelines. Supervisors may also conduct random or directed review of recordings to assess performance related to its use and note videos that may be appropriate for training and/or administrative review. Supervisors completing an audit should memorialize in the Notes field the purpose for each video audited.

When an incident arises that requires the immediate retrieval of BWC media for chain of custody purposes (including, but not limited to, officer involved shootings, in-custody deaths, critical incidents involving great bodily injury, or other incidents as determined by policy/supervision), a supervisor will respond to the scene, ensure the position/location of the BWC is documented and photographed, retrieve and take custody of the BWC, and ensure the data is uploaded and access is restricted (Penal Code § 832.18). Supervisors shall review relevant video recordings prior to submitting any administrative reports.

450.6 ACTIVATION OF THE BODY WORN CAMERA

This policy is not intended to describe every possible circumstance where the activation of the BWC is appropriate and/or required. Not all situations will clearly start out necessitating documentation by the BWC nor will all recorded events have a clear ending for when the BWC is no longer required.

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The BWC shall be activated in:

A. All enforcement and investigative contacts, including but not limited to:

- Calls for service
- Traffic stops
- Pedestrian stops (including member-initiated consensual encounters)
- Field interviews
- Witness and victim interviews (except as noted below in Section 450.8)
- Detentions
- Arrests (Including Miranda advisements)
- Searches (service of warrants, warrantless or consensual searches)
- Crowd management and control
- Canine deployments
- Use of force investigations
- Suspicion of crime occurring (narcotic investigations, problem locations, etc.)
- Any activity the member believes may be criminal in nature

B. Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording.

If the immediate activation of the BWC is not feasible due to an imminent risk to the safety of the officer or others, the officer will activate the BWC at the first available opportunity after the immediate threat has been addressed. Members assigned a BWC should consider initiating a recording prior to contacting or detaining people in the course of their duties. Once a recording is initiated, a continuous recording of the event must take place until completion of the incident or contact.

Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing video recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in video recording. When video recording is discontinued, officers should utilize other means of capturing the audio. Video recording should resume when privacy is no longer an issue unless the circumstances no longer fit the criteria for recording.

Members shall not use BWC devices to record communications or discussions with co-workers or supervisors, non-work related activities or non-law enforcement contacts. Members shall not use BWC devices to record discussion pertaining to tactical operations, such as those by SWAT personnel.

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450.6.1 FIRST AMENDMENT ACTIVITY

Members shall not use BWC devices to record individuals who are engaged in peaceful protest or First Amendment protected speech or activities: unless the officer believes a violation of criminal law is occurring, may occur, or if the officer has direct interaction with a participant or third party to the event.

450.6.2 SURREPTITIOUS USE OF THE PORTABLE RECORDER

Penal Code § 632 prohibits an individual from surreptitiously recording a "confidential" conversation if there is a reasonable expectation of privacy or confidentiality. However, Penal Code § 633 expressly exempts law enforcement from this prohibition during the course of a criminal investigation. Members of the Department may surreptitiously record any conversation during the course of a criminal investigation in which the member reasonably believes that such a recording will be lawful and beneficial to the investigation (Penal Code § 633).

450.7 ADVISEMENT ABOUT RECORDING

Private citizens do not have a reasonable expectation of privacy when talking with police personnel during the scope of an officer's official duties. Private citizens may have a reasonable expectation of privacy in their homes or place of business except when officers are lawfully present during the course of official duties (warrant, consent, exigent circumstances). Therefore, members are not required to give notice they are recording and/or obtain consent.

450.8 TERMINATION OF RECORDING

Once activated, the BWC should remain on continuously until the member's direct participation in the incident is complete, the situation no longer fits the criteria for activation, or unless tactical or practical reasons dictate otherwise. Recording may be stopped during significant periods of inactivity, such as report writing or other breaks from direct participation in the incident.

If the BWC is used during an enforcement situation and it becomes necessary to discuss issues or concerns related to privacy or officer-safety with another employee or supervisor, the device may be turned off. The intention to stop the recording should be noted by the officer verbally such that it is recorded by the BWC before the deactivation. When the aforementioned conversation has ended, the member should reactivate the camera promptly and the member shall note verbally that the recording has continued.

Members shall cease recording whenever necessary to ensure conversations are not recorded between a person in custody and the person's attorney, religious advisor or physician, unless there is explicit consent from all parties to the conversation (Penal Code § 636).

Circumstances when a member is not required to activate the BWC or may cease recording include, but are not limited to:

- A. Officer and citizen safety would be compromised (e.g. a confidential informant, citizen informant, or undercover member);

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- B. A health care provider is discussing medical issues with a patient;
- C. While in a hospital for an extended security detail with a subject or an arrestee. However, the BWC should be turned on in the hospital if a situation arises which requires police action or to garner investigative statements;
- D. On a primary school campus, unless officers are responding to an imminent threat to public safety, such as assault in progress, or effecting an arrest;
- E. Non-enforcement contacts in restrooms, dressing rooms, and locker rooms;
- F. A witness or victim refuses to provide a statement if recorded and the encounter is non-confrontational;
- G. In the member's judgment, a recording would interfere with his or her ability to conduct an investigation, or may be inappropriate because of the victim or witness's physical condition, emotional state, age, or other sensitive circumstance (e.g. sexual assault victim);
- H. If a member is on a perimeter post or assigned to a static post where he/she is not in contact with citizens, involved in an enforcement action, or actively part of the investigation;
- I. Other examples as covered in instructional training sessions.

450.8.1 EXPLOSIVE DEVICE

Many portable recorders, including BWCs and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices shall not be used where an explosive device may be present.

450.9 PROHIBITED USE OF BODY WORN CAMERAS

Members are prohibited from personally retaining recordings of activities or information obtained while acting in their official capacity, whether the recording was created with department-issued or personally owned recorders. Members shall not duplicate or distribute such recordings, except for authorized Department purposes. All such recordings shall be retained at the Department.

Members are prohibited from using personally owned BWCs while acting in their official capacity. Any member who uses a personally owned recorder for department-related activities shall comply with the provisions of this policy, including retention and release requirements.

Recordings shall not be used by any member for the purpose of embarrassment, intimidation or ridicule.

Generally, BWCs shall not be used as a surveillance tool to record members of the public engaged in lawful activity (see section 450.6 for exceptions).

450.10 RETENTION REQUIREMENTS

All recordings of evidentiary value shall be retained for a period consistent with the requirements of the organization's records retention schedule, but no less than 1 year pursuant to Government Code § 34090.6.

In the event of an accidental recording of a department member where the resulting recording is of no investigative or evidentiary value, the member who made the recording shall notify a supervisor and the recorded employee of the footage as soon as he/she becomes aware of its existence. An

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employee may request, via the chain of command, that the video be isolated. The supervisor shall email his/her Division Commander with sufficient information to located the video and an explanation for the request. The Division Commander shall review the video, approve or deny the request, and forward to the \$GPLQLVWUDWLYH Division Commander for action through the System Administrator. All requests to isolate video shall be maintained by the \$GPLQ Services Division Commander.

450.11 REVIEW OF RECORDINGS

Except for those situations otherwise contained within this policy, Department members will be allowed to review recordings for the following reasons:

- A. To test the device to ensure it is operating properly;
- B. When preparing written reports. Members should review recordings to assist with their investigation prior to the completion of their report. Recorded statements shall be summarized and documented in the narrative of the report;
- C. Follow-up to an assigned criminal investigation;
- D. Prior to courtroom testimony or for courtroom presentation;
- E. By an authorized supervisor/investigator participating in an investigation or inquiry of a meritorious conduct, personnel complaint, or administrative or criminal investigation;
- F. Pursuant to lawful process or by court order.

In the event video files are utilized for training purposes and the involved employee(s) object to the use of the video, such objection shall be submitted to the employee's section &PGU The value of the video for training will be weighed against the employee's objections and basis for the objection.

Anytime a Department member reviews a recording pursuant to a criminal investigation, or in authoring a report or memorandum, the viewing person shall document in the report the fact that the recording was viewed.

BWC recordings shall not replace employees' investigative notes taken at the scene and members shall not use the fact that a recording was made as a reason to write a less detailed report.

Whenever a BWC is present during a critical incident, such as an officer-involved shooting or in-custody death, the involved officer or witness officer shall notify an on-duty supervisor as soon as practical. The supervisor shall secure the device until turned over to the BGPAA Police Department supervisor assigned to the investigation. The BWC recording shall be uploaded to the storage system as soon as practical and access to the recording shall be restricted.

A Department member involved in an officer-involved shooting, in-custody death, incident resulting in great bodily injury, or suspected of criminal activity shall be given the opportunity to review his/her own BWC video recording of the incident prior to providing a statement to criminal investigators. In the event the involved member does not provide a voluntary statement to criminal

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investigators, the member will not be allowed to view any recordings until the administrative investigation. If deemed necessary and appropriate by the assigned investigative supervisor, the involved Department member shall be given the opportunity to review other relevant BWC recordings that memorialized the encounter from a similar vantage point. The member may have his/her representative present during the viewing of the video recordings and will be afforded the opportunity to privately consult with his/her representative before providing a statement.

Members are not authorized to play back BWC recordings to allow members of the public to review the recordings without approval from a Lieutenant.

450.11.1 ADMINISTRATIVE INVESTIGATION

As part of the administrative investigation, the member shall be given the opportunity to view the video recordings of the incident from his/her own BWC immediately prior to his/her interview. The member may have his/her representative present during the viewing of the video recordings and will be afforded the opportunity to privately consult with his/her representative before providing a statement.

450.12 RECORDS REQUEST

The BGPAA Police Department will endeavor to release BWC recordings to the greatest extent possible unless disclosure would:

- A. endanger the safety of a witness or another person involved in the investigation,
- B. jeopardize the successful completion of an investigation or
- C. violate local, state, and/or federal laws, including but not limited to, the right to privacy,
- D. involves other mitigating circumstances such as potential civil litigation.

All recordings released by the Department by virtue of the California Public Records Act, court order, or subpoena shall be handled by the Custodian of Records and documented (see the Records Maintenance and Release Policy). All recordings should be reviewed by the Custodian of Records prior to public release.

Although the data contained within audio/video systems is not considered Criminal Offender Record Information (CORI), it shall be treated in the same manner as CORI data. All access to the systems is logged and subject to audit at any time. Access to the data from the systems is permitted on a right to know, need to know basis.

Pursuant to discovery requests in preparation for criminal trials or civil discovery requests, the investigator can make a copy of an audio/video file for release to the District Attorney's Office, City Attorney's Office, and/or other Judicial Department. The release shall be memorialized in a report by the investigator and signed as received by the prosecuting attorney, in compliance with current Department practice.

Prior to the public release of a recording containing the image of a readily identifiable Department member, that member shall be notified of the pending release as soon as practicable.

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450.13 COORDINATOR

The Chief of Police or the authorized designee shall appoint a member of the Department to coordinate the use, maintenance, and training of BWC recording devices and the storage of recordings, including:

- A. Establishing a system for downloading, storing, and security of recordings;
- B. Designating persons responsible for downloading recorded data;
- C. Establishing a maintenance system to ensure availability of operable BWC devices;
- D. Establishing a system for tagging and categorizing data according to the type of incident captured;
- E. Establishing a system to prevent tampering, deleting, and copying recordings and ensure chain of custody integrity;
- F. Working with the General Counsel to ensure an appropriate retention schedule for recordings and associated documentation;
- G. Isolating accidental recordings upon request of the applicable Division Commander;
- H. Maintaining logs of access and isolations of recordings (Penal Code § 832.18).

450.14 AUDITING

For the purpose of ensuring incidents are being recorded per this Policy, a supervisor may randomly audit the system to evaluate policy compliance and performance.

Generally, minor infractions regarding the use of the BWC and related equipment may be viewed as training opportunities and documented rather than means to take disciplinary action, especially in the implementation stage of the project.

The Policy and Risk Management Unit will be responsible for routinely reviewing and updating applicable policies to meet state and federal law and industry best practices.

450.15 PROHIBITION AGAINST MODIFICATION OF RECORDINGS

Members shall not copy, edit, alter, erase, or otherwise modify in any manner audio/video recordings except as authorized by law or Department policy. Audio/video recordings shall not be disseminated via electronic mail.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
April 5, 2021**

COMMITTEE PENDING ITEMS

Future

1. Award of Contract – Airfield Sweeper
2. Award of Contract Extension – SP+
3. Award of Contract – Ramp Scrubber