



May 13, 2021

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, May 17, 2021, 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, May 17, 2021  
9:30 a.m., or Immediately Following  
the Conclusion of the  
Commission Meeting

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



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

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

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



*The following activities are prohibited:*

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



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



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

## AGENDA

Monday, May 17, 2021

1. Roll Call
2. Staff Announcement: AB 23
3. Approval of Agenda
4. Public Comment  
(For items not on the Agenda. Public Comment on specific Agenda items will be received at the time the item is presented.)
5. Approval of Minutes
  - a. April 5, 2021 **[See page 1]**
6. Contracts and Leases
  - a. Award of Professional Services Agreement **[See page 3]**  
RPT Advisory Services  
  
***In conjunction with the development of a Replacement Passenger Terminal, Staff seeks a Legal, Government and Environmental Affairs Committee recommendation to the Commission that it approve and authorize execution of a Professional Services Agreement (“Agreement”) with Georgino Development LLC for strategic planning consulting services for the period from June 1, 2021 to May 31, 2022 with one extension option exercisable by mutual agreement for a period of one year. Compensation under the proposed Agreement is for a monthly retainer fee of \$4,000 with a seven-day cancellation provision by either party.***
7. Items for Information
  - a. Committee Pending Items **[See page 7]**
8. Adjournment

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

**MONDAY, April 5, 2021**

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 9:37 a.m., by Commissioner Wiggins.

**1. ROLL CALL**

<b>Present:</b>	Commissioners Agajanian (via teleconference), and Wiggins
<b>Absent:</b>	Commissioner Madison
<b>Also Present:</b>	Frank Miller, Executive Director; Patrick Lammerding, Deputy Executive Director, Planning and Development; Scott Kimball, Deputy Executive Director, Business and Properties, SMS, Procurement, and Operations
	Airport Authority Counsel: Terence R. Boga of Richards, Watson & Gershon

**2. Staff Announcement: AB 23**

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.

**3. Approval of Agenda**

The agenda was approved as presented.

**4. Public Comment**

There were no public speakers.

**5. Approval of Minutes**

<b>a. April 5, 2021</b>	Commissioner Agajanian (via teleconference) moved approval of the minutes of the April 5, 2021, 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).
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**6. Contracts and Leases**

<b>a. Approval of Professional Services Agreement Extension RS&amp;H California, Inc.</b>	Staff sought a Committee recommendation to the Commission for approval of a Second Amendment to the Professional Services Agreement ("Agreement"), with RS&H California, Inc. that extends the term of the
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Agreement for a period of six months to complete the preparation of an Environmental Impact Statement for the Replacement Passenger Terminal project.

**Motion**

Commissioner Agajanian (via teleconference) moved approval of Staff's recommendation, seconded by Commissioner Wiggins.

**Motion Approved**

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

**7. Closed Session**

The meeting recessed to closed session at 9:40 a.m. to consider the items listed on the closed session agenda and to confer with legal counsel.

**a. Conference with Real Property Negotiators  
(California Government Code Section 54956.8)**

**Property: Bob Hope Airport Leaseholds  
Authority Negotiator: Executive Director  
Negotiating Party: Deluxe Public Charter LLC  
Under Negotiation: Price and Terms of Payment**

The meeting reconvened to open session at 9:45 a.m., with 1 Commissioner present and 1 connected via teleconference. No reportable action taken on the presented item.

**8. Items for Information**

**a. Committee Pending Items**

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

**9. Adjournment**

There being no further business, the meeting was adjourned at 9:46 a.m.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE  
MAY 17, 2021**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT  
RPT ADVISORY SERVICES**

Presented by John Hatanaka  
Senior Deputy Executive Director

**SUMMARY**

In conjunction with the development of a Replacement Passenger Terminal ("RPT"), Staff seeks a Legal, Government and Environmental Affairs Committee ("Committee") recommendation to the Commission that it approve and authorize execution of a Professional Services Agreement ("Agreement"), copy attached, with Georgino Development LLC ("Georgino") for strategic planning consulting services for the period from June 1, 2021 to May 31, 2022 with one extension option exercisable by mutual agreement for a period of one year. Compensation under the proposed Agreement is for a monthly retainer fee of \$4,000 with a seven-day cancellation provision by either party.

**BACKGROUND**

Staff has begun, with the support of the Airlines serving the Airport, to research a pathway to restart the RPT Program ("Program") since its suspension in March 2020 due to the impact of the COVID-19 pandemic. In addition to the RPT, the Program involves other improvements specified in the development agreement with the City of Burbank including the aircraft apron, roads, curb front, parking facilities, support facilities, and demolition of the existing terminal. Part of the effort includes development of a path that achieves an objective to bring the RPT and other essential elements of the Program on-line at the earliest possible date.

**SCOPE**

The services to be provided by Georgino include continued coordination with Staff, Authority financial consultants, and Authority legal counsel to maintain and support the community consensus-based vision for the RPT and future of the Airport.

**BUDGET**

The estimated expenditures of these services for the remaining month of the fiscal year is approximately \$4,000. 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 restarting the Program, Staff believes the expenditures can be accommodated within the current budget. Appropriations have been made in the proposed FY 2022 budget for future expenditures.

**RECOMMENDATION**

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

## PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority/Georgino Development LLC)

THIS PROFESSIONAL SERVICES AGREEMENT is dated June 7, 2021 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority") and Georgino Development LLC (Tax I.D. #20-1928955) ("Consultant").

### RECITALS

A. The Authority seeks to retain Consultant as an independent contractor to provide advisory services for a replacement terminal project.

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

NOW, THEREFORE, the parties agree as follows:

**1. Consultant's Services.** On request, Consultant shall perform the services set forth in Consultant's April 23, 2021 proposal attached as Exhibit A.

**2. Term.** This Agreement shall be deemed to have commenced on June 1, 2021 and shall expire on May 31, 2022 unless extended or earlier terminated pursuant to this Section. The term of this Agreement shall be subject to one extension option exercisable by mutual agreement of the parties. If the parties exercise the extension option, this Agreement shall expire on May 31, 2023 unless earlier terminated pursuant to this Section. Either party may terminate this Agreement without cause upon seven (7) calendar days notice.

**3. Compensation.**

A. The Authority agrees to compensate Consultant, and Consultant agrees to accept as full satisfaction for its services, a retainer fee in the amount of four thousand dollars (\$4,000) per month. If the parties exercise the extension option, then, commencing June 1, 2022, the retainer fee shall be four thousand five hundred dollars (\$4,500) per month.

B. Consultant shall submit invoices to the Authority, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty (30) calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice.

C. Consultant's compensation includes payment of all taxes, insurance and fringe benefits, as well as indirect costs, overhead and profit allowance, travel, materials and supplies. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.



#### **4. Independent Contractor Status.**

A. Consultant is, and shall at all times be, an independent contractor of the Authority. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over Consultant's conduct except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it is in any manner an officer, employee or agent of the Authority. Consultant shall not incur or have the power to incur any debt, obligation or liability on the Authority's behalf.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, the Authority shall not pay salaries, wages, or other compensation to Consultant for performing the services. The Authority shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performance of the services.

**5. Insurance.** Consultant shall procure and maintain for the duration of this Agreement automobile liability insurance with limits no less than \$1,000,000 per accident for bodily injury and property damage.

**6. Indemnification.** Consultant shall indemnify, hold harmless and defend the Authority and its officers, employees, and agents from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever (including death or injury to any person and injury to any property) resulting from willful misconduct, negligent acts, errors or omissions of Consultant.

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

**8. Conflict of Interest.** Consultant shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, that is in conflict with the proper discharge of providing services to the Authority under this Agreement or that tend to impair independence of judgment or action in the providing of services under this Agreement. This provision shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by Consultant's active engagement for the Authority, providing such acts do not constitute a conflict of interest as defined herein.

**9. 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; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.



Authority

Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Frank Miller  
E-mail: FMiller@bur.org

Consultant

Georgino Development LLC  
4555 Arcola Avenue  
Toluca Lake, CA 91602  
Attn: Susan Georgino  
E-mail: sg@georginodevelopment.com

**10. Assignability.** Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations.

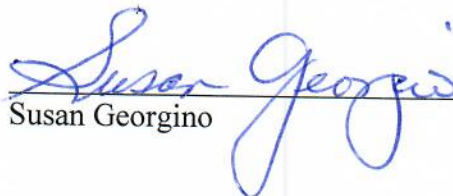
**11. Entire Agreement.** Exhibit A is incorporated into this Agreement by reference. This Agreement (and the attached Exhibit) represents the entire and integrated contract between the parties regarding the replacement terminal project advisory services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to such 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..

EXECUTED:

Authority  
Burbank-Glendale-Pasadena  
Airport Authority

Consultant  
Georgino Development LLC

\_\_\_\_\_  
Ross Selivdge, Ph.D. President

  
\_\_\_\_\_  
Susan Georgino

Approved as to form:

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

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE  
May 17, 2021**

**COMMITTEE PENDING ITEMS**

**Future**

1. Adoption of Proposed Automated License Plate Recognition System (“ALPR”) policy
2. Access Agreement (PFAS Testing; Boeing) – Aviall Parcel
3. Restricted Land Covenant – Adjacent Parcel; RWQCB