



August 12, 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, August 16, 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, August 16, 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, August 16, 2021

1. Roll Call
2. Staff Announcement: AB 23
3. Approval of Agenda
4. Public Comment
5. Approval of Minutes
  - a. July 19, 2021 [See page 1]
6. Items for Approval
  - a. Professional Services Agreement Trifiletti Consulting, Inc. [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. for FY 2022 in the amount of \$53,000 for continued support services with environmental, entitlement, land use, sustainability and government advisory services in support of the implementation of the Authority's Memorandum of Understanding with the South Coast Air Quality Management District.***

- b. Award of Professional Services Agreements Replacement Passenger Terminal Program [See page 22]

***In January of this year, Staff and the airlines serving Hollywood Burbank Airport began the process to restart the Replacement Passenger Terminal Program ("Program") with the goal to open the Replacement Passenger Terminal and complete all improvements as early as financially feasible. In conjunction with this effort, Staff seeks a recommendation from the Legal, Government and Environmental Affairs Committee to the Commission for approval of six Professional Services Agreements. The services these consultants provide include strategic planning, outreach and support, financial feasibility, and technical support and airline coordination related to the development of the Program.***

7. Closed Session

a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(California Government Code Section 54956.9(d)(1))

Name of Case: City of Los Angeles v. FAA et al. (Case No. 21-71170)

8. Items for Information

a. Committee Pending Items

***[See page 25]***

9. Adjournment



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

**MONDAY, JULY 19, 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 1:43 p.m., by Commissioner Agajanian.

**1. ROLL CALL**

**Present:** Commissioners Agajanian, Williams, Gabel-Luddy

**Absent:** None

**Also Present:** Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director (arr. 1:53 p.m.); Patrick Lammerding, Deputy Executive Director, Planning and Development

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**

**a. June 21, 2021**

Commissioner Gabel-Luddy moved approval of the minutes of the June 21, 2021 meeting, seconded by Commissioner Williams. There being no objection, the motion was approved (3-0).

**6. Closed Session**

The meeting recessed to closed session at 1:45 p.m. to consider the items listed on the closed session agenda and to confer with legal counsel.

**a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(California Government Code Section 54956.9(d)(1))**

**Name of Case: City of Los Angeles v. FAA et al. (Case No. 21-71170)**

The meeting reconvened to open session at 2:03 p.m., with all three Commissioners present. No reportable action taken on the presented item.

## **7. Adjournment**

There being no further business, the meeting was adjourned at 2:03 p.m.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE  
AUGUST 16, 2021**

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

Presented by Maggie Martinez  
Noise & Environmental Programs Manager

**SUMMARY**

Staff seeks a Legal, Government and Environmental Affairs Committee (“Committee”) recommendation to the Commission to approve a proposed Professional Services Agreement (“PSA”) with Trifiletti Consulting Inc. (“Trifiletti”) for FY 2022 in the amount of \$53,000 for continued support services with environmental, entitlement, land use, sustainability and government advisory services in support of the implementation of the Authority’s Memorandum of Understanding (“MOU”) with the South Coast Air Quality Management District (“SCAQMD”).

**BACKGROUND**

In 2016, the SCAQMD created an Air Quality Management Plan (“AQMP”) which is intended to achieve the National Ambient Air Quality Standards for the South Coast Air Basin. The AQMP lists various measures to reduce Nitrogen Oxides (NOx) and Volatile Organic Compounds (VOC), Particulate Matter (PM) PM2.5, lead, and diesel particulate matter from non-aircraft sources. All airports in the basin are required by the AQMP to create an Air Quality Improvement Plan (“AQIP”) which specifically outlines actions and goals for each airport. To memorialize the implementation terms for the AQIP, each airport operator in the basin executed an MOU with the SCAQMD. Starting in 2017, Trifiletti has been assisting the Authority staff in negotiating with the SCAQMD to develop Hollywood Burbank Airport’s AQIP and to create the Authority’s MOU with the SCAQMD. The Authority’s MOU requires both semi-annual and annual reports on progress made in the goals contained in the MOU. In 2017, the Authority entered into a PSA with Trifiletti to assist airport staff in providing input to the SCAQMD in connection with the adoption of the AQIP, in negotiating with the SCAQMD on the MOU, and to generate the required periodic reports. The MOU between the Authority and the SCAQMD was signed on December 17, 2019.

The original PSA with Trifiletti was a sole-source procurement under the Executive Director’s authorization, due to the unique subject matter expertise and the contract amount being less than \$75,000. In 2017, Trifiletti was also retained by the California Airports Council (“CAC”) to represent all commercial airports in the SCAQMD to help develop common air quality improvement programs to achieve specific performance goals for various air quality reduction programs, policies, projects, operations, or installation of specific infrastructure at various airport facilities. Together with the CAC and other airports, Trifiletti developed the framework for all the MOUs between all airport operators in the South Coast Air Basin and the SCAQMD. Trifiletti also served as the liaison with the SCAQMD to address issues surrounding baseline and future emissions inventories and MOU air quality improvement strategies. Trifiletti led working group meetings with the basin airports and collaborated with the airlines and Airlines for America on data sharing and the AQIP policy development.

Trifiletti has also helped develop and implement the Authority's Ground Support Equipment ("GSE") Emissions Reduction Policy and conducted a recent annual GSE emissions inventory analysis. Trifiletti has assisted in the Authority's participation in the Burbank Transportation Management Organization with ensuring that the Replacement Terminal Project was included in the Regional Transportation Plan administered by the Southern California Association of Governments and has provided interagency coordination with LA Metro.

Trifiletti is a registered Women-owned Business Enterprise (WBE), Latino-owned Business Enterprise (LBE), Minority-owned Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), and Small Business Enterprise (SBE) with the City of Los Angeles, the County of Los Angeles, and the Los Angeles County Metropolitan Transportation Authority (Metro).

The current PSA with Trifiletti expired on June 30, 2021. The proposed PSA with Trifiletti would provide support with the continued semi-annual and annual reporting required by the Authority's MOU with SCAQMD. Trifiletti's services will be billable on a time and materials basis, not to exceed the annual amount of \$53,000.

The following list of documents have been included as exhibits for reference:

- A. Scope of Services
- B. Fees
- C. CDM Smith Scope
- D. Resumes
- E. MOU with SCAQMD
- F. Most recent progress report

#### FUNDING

The adopted FY 2022 budget provides a specific funding allocation to support the ongoing efforts described above.

#### STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission for approval of the proposed PSA with Trifiletti in the amount of \$53,000 for FY 2022 support services, as described above, in support of the implementation of the Authority's MOU with SCAQMD.

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

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated August 16, 2021 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”: Fifty-three thousand dollars (\$53,000).

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 effective August 16, 2021 and shall expire on June 30, 2022 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.  
1545 Wilshire Blvd., Suite 700  
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**

\_\_\_\_\_  
Paula Devine  
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 coordination of the Southern California Association of Governments' Regional Transportation Plan Update to ensure critical Burbank capital projects, including the Terminal Replacement Project is included in the RTP, FTIP, or other relevant transportation projects.
- 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 clearance requirements 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.
- 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.
- Lead the interface with AQMD, other airport airlines, and key stakeholders to come to compliance with AQMD MOU.
- 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, FTIP and other relevant transportation plans.
- 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.
- Provide General Project/Program Management Advisory Services for Terminal Support on an *as needed basis* to include:
  - IATA Level of Service Evaluation
  - Terminal Planning & Programming
  - Passenger Flow
  - Drawing Review/Peer Review
  - Airline Stakeholder Engagement
  - Project Objectives Principles & Criteria from the Airport and/or Airline Perspective
  - Project Scoping/Requests for Proposals
  - Proposal Evaluation/Selection
  - Project Workflow Planning
  - Task/Project/Program Management
  - Airport Wayfinding Logic
  - Airport Facilities Problem Solving

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 2021-2022, CDM Smith will work closely with Trifiletti and BUR staff to develop the approach and methods for determining the 2021 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, 2022.

**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 \$53,000.00 for services rendered August 16, 2021 thru June 30, 2022. This amendment total includes a budget of \$28,000 for Trifiletti's services and \$25,000 for CDM Smith's services, at the hourly rates of:

Lisa Trifiletti, Principal	\$290 per hour
Ellen Wright and Todd Osborne Airport Subject Matter Expert	\$290 per hour
Environmental Specialist	\$180 per hour
Planning Associate	\$130 per hour
CDM Smith Subconsultant Services	\$25,000 (not to exceed)

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 (29 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  
AUGUST 16, 2021**

**AWARD OF PROFESSIONAL SERVICES AGREEMENTS  
REPLACEMENT PASSENGER TERMINAL PROGRAM**

Presented by John T. Hatanaka  
Senior Deputy Executive Director

**SUMMARY**

In January of this year, Staff and the airlines serving Hollywood Burbank Airport began the process to restart the Replacement Passenger Terminal Program ("Program") with the goal to open the Replacement Passenger Terminal ("RPT") and complete all improvements as early as financially feasible. In conjunction with this effort, Staff seeks a recommendation from the Legal, Government and Environmental Affairs Committee ("Committee") to the Commission for approval of six Professional Services Agreements ("Agreements"), copies attached, with the following consultants. The services these consultants provide include strategic planning, outreach and support, financial feasibility, and technical support and airline coordination related to the development of the Program.

- 1.) Strategic Planning Services
  - a. Georgino Development ("Georgino")
- 2.) Outreach and Support Services
  - a. Woodward & Associates ("Woodward")
- 3.) Financial Feasibility Services
  - a. Ricondo & Associates ("Ricondo")
  - b. Public Resources Advisory Group ("PRAG")
- 4.) Technical Support and Airline Coordination Services
  - a. Conway Consulting ("Conway")
  - b. Airport & Aviation Professionals Inc. ("AvAirPro")

**BACKGROUND**

Staff, with the support of the airlines serving the Airport, has been researching a pathway to restart the 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. This effort seeks to bring the RPT and other essential elements on-line at the earliest possible date and requires continued utilization of six consultants who have been assisting with sources of financing, financial feasibility, federal funding sources outreach, technical element coordination, and airline coordination. These consultants work with Staff and with each other to help achieve this goal.

## PROPOSALS

### 1.) Strategic Planning

#### a. Georgino

- i. Term: October 1, 2021 to June 30, 2022
  - 1. Extension: one one-year extension available by mutual agreement
- ii. Monthly retainer: \$4,000 to June 30, 2022
  - 1. Total for FY 2022: \$36,000
  - 2. Monthly retainer applicable to extension: \$4,500
- iii. Termination: Seven days' notice by either party

### 2.) Outreach and Support Services

#### a. Woodward

- i. Term: October 1, 2021 to June 30, 2022
  - 1. Extension: two one-year extensions at the Authority's sole discretion
- ii. Monthly retainer: \$3,000 for current year and any extension
  - 1. Total for FY 2022: \$27,000
- iii. Termination: Seven days' notice by either party

### 3.) Financial Feasibility and Advisory Services

#### a. Ricondo

- i. Term: October 1, 2021 to June 30, 2022
  - 1. Extension: two one-year extensions at the Authority's sole discretion
- ii. Time and Material basis
- iii. Budget: \$90,000
- iv. Termination: Fifteen days' notice by either party

#### b. PRAG

- i. Term: October 1, 2021 to June 30, 2022
  - 1. Extension: two one-year extensions at the Authority's sole discretion
- ii. Time and Material basis
- iii. Budget: \$75,000
- iv. Termination: Fifteen days' notice by either party

### 4.) Technical Support and Airline Coordination Services

#### a. Conway

- i. Term: October 1, 2021 to June 30, 2022
  - 1. Extension: two one-year extensions at the Authority's sole discretion
- ii. Time and Material basis
- iii. Budget: \$50,000
- iv. Termination: Fifteen days' notice by either party

- b. AvAirPro
  - i. Term: October 1, 2021 to June 30, 2022
    - 1. Extension: two one-year extensions at the Authority's sole discretion
  - ii. Time and Material basis
  - iii. Budget: \$50,000
  - iv. Termination: Fifteen days' notice by either party

The scope of services to be provided, and if applicable, the hourly rates are described in Exhibit A of proposed Agreements for each consultant.

#### BUDGET

The estimated expenditures of these services have been included in the adopted FY 2022 budget. As the restart of the Program moves forward, if additional funding or resources are required to maintain the forward momentum of the Program, Staff will return to the Committee and Commission seeking additional authorization.

#### STAFF RECOMMENDATIONS

Staff seeks the Committee's recommendation to the Commission to approve the proposed Agreements with Georgino, Woodward, Ricondo, PRAG, Conway and AvAirPros 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 September 20, 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 August 2, 2021 proposal attached as Exhibit A.

**2. Term.** This Agreement shall commence on October 1, 2021 and shall expire on June 30, 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 June 30, 2023 unless earlier terminated pursuant to this Section. Either party may terminate this Agreement without cause upon seven 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 \$4,000 per month. If the parties exercise the extension option, then, commencing July 1, 2022, the retainer fee shall be \$4,500 per month.

B. 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 expiration or 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. Incorporation of Mandatory Language.** Every provision of law and clause 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 application of either party this Agreement shall promptly be amended to make such insertion or correction.


**12. 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

\_\_\_\_\_  
Paula Devine, President

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

Approved as to form:

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

**EXHIBIT A**  
**August 2, 2021 Consultant Proposal**

(attached)



August 2, 2021

John T. Hatanaka  
Senior Deputy Executive Director  
Burbank-Glendale-Pasadena Airport Authority  
2627 North Hollywood Way  
Burbank, CA, 91505

Re: Professional Services Agreement

Dear John,

Since 2015 it has been my pleasure to work with the Burbank-Glendale-Pasadena Airport Authority. During that time, development of a 14-gate replacement terminal serving the greater San Fernando and San Gabriel Valleys has been anticipated to be a cornerstone of the future of the Hollywood Burbank Airport. It has been my privilege to be a part of its planning. The cornerstone in the development of the replacement terminal has been the Development Agreement entered into between the City of Burbank and the Burbank-Glendale-Pasadena Airport Authority. Within that Agreement, the Airport commits to complying with the design and development standards contained therein and to consider and reflect the input received during an extensive community design process. Community input was sought and received during a robust community planning process known as the charrettes. Nine (9) in-person charrettes and additional on-line input opportunities were conducted and provided for during 2019. The results of those sessions form a series of community design recommendations. I submit the following proposed scope and term of work to assist the Authority developing a replacement terminal design that will respond to both the Development Agreement requirements and the key recommendations of community design vision process.

- Term of Agreement: October 1, 2021 - June 30, 2022. In addition, a one year extension option is proposed from July 1, 2022 - June 30, 2023.
- Scope of services to include:
  - General consultant services for the Burbank-Glendale-Pasadena Airport Authority as defined by Executive Director.
  - Provide consultation services with respect to implementation of the Development Agreement between the City of Burbank and the Burbank-Glendale-Pasadena Airport Authority for the replacement terminal project conditions of approval and other City of Burbank development requirements and provide assistance to Airport staff regarding development of the proposed new 14-gate replacement terminal.

- Provide assistance in insuring that the outcomes of the 2019 charrette community engagement process are reflected as key design recommendations for the development of the replacement terminal.
- Provide general land use advice regarding any adjacent development and/or land use plans as they might pertain to the Airport's development of the new terminal.
- Provide additional consultation services for development of replacement terminal including but not limited to compliance with COB/AA Development Agreement and on-going community engagement and communications.

Compensation:

In lieu of an hourly rate, the aforementioned work will be compensated via a retainer fee. Retainer amount for period beginning September 1, 2021 shall be in the amount of four thousand dollars (\$4,000.) per month. Should the Airport Authority and Georgino Development exercise the one year extension, commencing July 1, 2022 thru June 30, 2023 the retainer fee shall be in the amount of four thousand five hundred dollars (\$4500.) per month.

Contractual Entity:

The contracting entity will be Georgino Development LLC Tax I.D. #20-1928955.

I hope this letter fully captures the content of our discussion; should you need any additional information, please let me know.

Sincerely,



Susan Georgino  
Principal  
Georgino Development  
4555 Arcola Avenue  
Toluca Lake, CA. 91602

c: Terence R. Boga



**PROFESSIONAL SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / Woodward and Associates)

THIS PROFESSIONAL SERVICES AGREEMENT is dated September 20, 2021 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority") and Woodward and Associates ("Consultant").

**RECITALS**

A. The Authority seeks to retain Consultant as an independent contractor to provide the following professional services: replacement terminal program funding consulting and federal liaison services.

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 provide support to the Authority in its goal to complete a replacement terminal project. The services will include: (i) work with the Federal Aviation Administration ("FAA") as such agency reviews plans and proposals associated with the construction of the replacement terminal project; (ii) interface with the Build America Bureau regarding Transportation Infrastructure Finance and Innovation Act eligibility; and (iii) work with federal agencies regarding funding eligibility under pending federal infrastructure legislation for new terminal development. Assistance will be provided to the Authority as it formulates its plans for the terminal including but not limited to development of a comprehensive funding strategy incorporating federal and other funds, delineation of a detailed timetable for completion, review and advise on meeting FAA regulatory and policy requirements, and any other associated requirements. Liaison with the FAA at the Airport District Office, Regional Office and Headquarters levels will be an integral part of this work.

**2. Term.** This Agreement shall commence on October 1, 2021 and shall expire on June 30, 2022 unless extended or earlier terminated pursuant to this Section. 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. Either party may terminate this Agreement without cause upon seven 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 \$3,000 per month.

B. 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 expiration or 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



## PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Ricondo & Associates, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated September 20, 2021 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Ricondo & Associates, Inc., an Illinois corporation ("Consultant").

### RECITALS

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: on-call financial services for the replacement terminal program.

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. "Commencement Date": October 1, 2021.
- B. "Contract Administrator": John T. Hatanaka or a duly authorized designee.
- C. "Contract Amount": \$90,000 for FY 2022.
- D. "Executive Director": Frank R. Miller or a duly authorized designee.
- E. "Expiration Date": June 30, 2022.
- F. "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.
- G. "Fee Schedule": the fee schedule set forth in the Proposal.
- H. "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.
- I. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B.

J. "Proposal": Consultant's August 2, 2021 proposal set forth in the attached Exhibit A.

K. "Services": the tasks set forth in the Proposal.

## **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 at a degree of skill ordinarily exercised by members of the same profession in similar circumstances 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 performance of the Services, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

## **3. Term.**

A. The base term of this Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless extended pursuant to Paragraph B or earlier terminated 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 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 on a time and materials basis according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement for FY 2022 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 the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

**9. Indemnification.**

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any actual 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 negligent 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 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.

**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 fifth 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: John T. Hatanaka  
E-mail: [jhatanaka@bur.org](mailto:jhatanaka@bur.org)

Consultant  
Ricondo & Associates, Inc.  
20 North Clark Street  
Chicago, IL  
Attn: Ramon Ricondo  
E-mail: [rricondo@ricondo.com](mailto:rricondo@ricondo.com)

**13. 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.

**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.

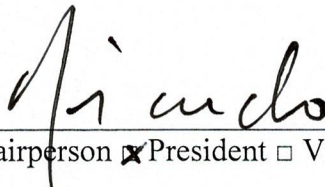
**15. Exhibits.** Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A and B, the provisions of this Agreement shall prevail. In the event of any material discrepancy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

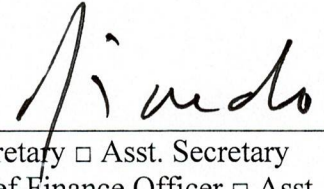
**16. Incorporation of Mandatory Language.** Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, 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.

**Ricondo & Associates, 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**

\_\_\_\_\_  
Paula Devine, President

Approved as to form:

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

**EXHIBIT A**  
**Proposal**

(attached)



August 2, 2021

**VIA EMAIL**

Mr. John T. Hatanaka  
Senior Deputy Executive Director  
Burbank-Glendale-Pasadena Airport Authority  
2457 North Hollywood Way  
Burbank, CA 91505

RE: Proposal for PSA for FY 2022

Dear Mr. Hatanaka:

Ricondo & Associates, Inc, (Ricondo) is pleased to submit our proposed budget for a new Professional Services Agreement for Fiscal Year 2022 to provide on-call financial services to the Burbank-Glendale-Pasadena Airport Authority (Authority).

The COVID-19 pandemic has had, and continues to have, a tremendously negative impact to the nation's aviation industry. The magnitude of the affect this pandemic has had on passenger enplanements has caused the airline industry to reevaluate its structure, fleets, destinations, and methods of operation. Similarly, the Authority has been forced to delay the design and construction of the Replacement Passenger Terminal (RPT) project at the Airport.

We are anticipating the restart to the RTP that Ricondo will be asked to participate in several facets of the process throughout the fiscal year. Barring possible delays resulting from project objections from the public and various interest groups, we believe that by the end of the fiscal year, the Progressive Design Build Team will be onboard and working with airlines and others program participants.

Accordingly, Ricondo cost proposal is based on probable individual on-call tasks that will include, but may not be limited to:

Initially, it will be necessary to assist the Authority with finalizing an amendment to the Airline - Airport Use and Lease Agreement to extend the term and rate methodology for an additional three years. Immediately following the execution of the amendment, Ricondo will begin developing a MOU that will outline the proposed business deal, rate philosophy, other critical elements that will be necessary to show support for the program.

Ricondo will also assist the Authority with updating traffic projections as new airline schedules are released and airlines see new opportunities for growth, provision of continuous updates to allocations of funding to the various elements of the entire program and assessing project eligibility for AIP funds, government loans, PFCs, Authority funds and any other available fund sources.



**RICONDO®**

Mr. John T. Hatanaka  
Burbank-Glendale-Pasadena Airport Authority  
August 2,, 2021  
Page 2

Additionally, throughout the year Ricondo will respond to requests to provide information to the Build America Bureau, rating agencies, and the FAA as we'll as work with the Authority's designated RPT project manager and the Airline Airport Affairs Committee. Ricondo will also assist with preparation and participate in presentations to the Authority as howsoever may be requested.

Ricondo respectfully estimates an on-call budget of \$90,000 for its services. Ricondo works on a time and materials basis and only invoices for actual time and expense incurred.

Ricondo remains excited about assisting the Authority through the challenging times ahead and is looking forward to assisting the Authority in assessing how it can best move forward in the current economic environment.

Sincerely,

RICONDO & ASSOCIATES, INC.

Geoffrey A. Wheeler  
Associate Vice President

cc: Bonnie Ossege  
Michael Scott



**Burbank-Glendale-Pasadena Airport Authority**  
**Hollywood Burbank Airport**  
**FY 2022**  
**EXHIBIT A**

DESCRIPTION	MANHOURS BY CATEGORY		TOTAL HOURS	EXPENSES	TOTAL
	OFFICER	DIRECTOR			
Update Traffic Projections	4	40	44	\$ -	\$ 14,424
Update RPT Funding Plan	4	12	16	\$ -	\$ 5,380
Negotiations re: RPT Airline MOU	35	20	55	\$ -	\$ 19,620
Airline Conference Calls	10	8	18	\$ -	\$ 6,344
BAB Coordination	10	10	20	\$ -	\$ 6,990
Client Coordination/ Conference Calls	30	25	55	\$ -	\$ 19,355
On-Site Meetings (2)	16	16	32	\$ 5,892	\$ 17,076
<b>Proposed FY 2022 Budget</b>	<b>109</b>	<b>131</b>	<b>240</b>	<b>\$ 5,892</b>	<b>\$ 89,189</b>
					<b>\$ 90,000</b>

Note: Two meetings, 2 person at each.

PREPARED BY: Ricondo & Associates, Inc., June 2021

## **EXHIBIT B**

### **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 of \$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 the Services, 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 the Services 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 cancelled by either party, except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice 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, 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 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.



## **PROFESSIONAL SERVICES AGREEMENT**

(Burbank-Glendale-Pasadena Airport Authority / Public Resources Advisory Group, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated September 20, 2021 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Public Resources Advisory Group, Inc. ("Consultant"), a New York corporation.

### **RECITALS**

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: on-call financial services for the replacement terminal program.

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. "Commencement Date": October 1, 2021.

B. "Contract Administrator": John T. Hatanaka or a duly authorized designee.

C. "Contract Amount": \$75,000 for FY 2022.

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

E. "Expiration Date": June 30, 2022.

F. "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.

G. "Fee Schedule": the fee schedule set forth in the Proposal.

H. "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.

I. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B.

J. “Proposal”: Consultant’s August 2, 2021 proposal set forth in the attached Exhibit A.

K. “Services”: the tasks set forth in the Proposal.

## **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 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.

C. 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. The base term of this Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless extended pursuant to Paragraph B or earlier terminated 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 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 on a time and materials basis according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement for FY 2022 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 the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

**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 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.

**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: John T. Hatanaka  
E-mail: PLammerding@bur.org

Consultant  
Public Resources Advisory Group  
11500 W. Olympic Blvd., Ste. 400  
Los Angeles, CA 90064  
Attn: Louis Choi  
E-mail: LChoi@pragadvisors.com

**13. 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.

**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.

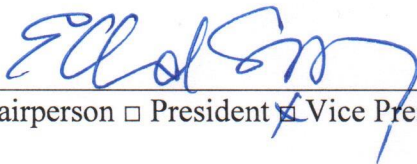
**15. Exhibits.** Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A and B, the provisions of this Agreement shall prevail. In the event of any material discrepancy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

**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.

**Public Resources Advisory Group, 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**

\_\_\_\_\_  
Paula Devine, President

Approved as to form:

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

**EXHIBIT A**  
**Proposal**

(attached)

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**PUBLIC RESOURCES ADVISORY GROUP**

Mr. John Hatanaka  
Senior Deputy Executive Director  
Hollywood Burbank Airport  
2627 Hollywood Way  
Burbank, CA 91505

August 2, 2021

RE: Financial Advisory Services for FY 2021-22

Dear Mr. Hatanaka:

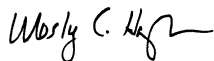
On behalf of Public Resources Advisory Group (PRAG) I would like to thank you for the opportunity to provide a proposed scope of financial advisory services for FY 2021-22 for the Replacement Terminal Project (RTP). In addition, PRAG would expect to provide a similar level of "as-needed" services that would arise during the year as we have in previous years. The scope of services we propose to provide would include the following:

- Assist in updating the RTP financial model in conjunction with Ricondo & Associates;
- Assist in ongoing discussions with US DOT Build America Bureau to support the ability to obtain a loan or loans for the RTP including work on the Letter of Intent;
- Assist as required in preparation of the new airline MOU;
- Assist in obtaining interim financing, as needed;
- Assist in reviewing the application of potential federal funds as proposed in current infrastructure legislation for new terminal development;
- Assist the Authority with Credit Rating Agency reviews;
- Review and analyze financing proposals the Authority may receive from time to time from bond underwriters;
- Assist Ricondo & Associates in their role as may be requested from time to time;
- Provide advice regarding rating agency criteria and the impact on financing options; and
- Provide other services on an as-needed basis as requested.

We propose to bill the Authority at an hourly rate of \$325 for PRAG professionals with title of Director and Senior Managing Director, \$300 for Managing Director, \$260 for Vice President, \$235 for Assistant Vice President, \$220 for Associate and \$200 for Analyst and submit detailed invoices on a monthly basis. We estimate that the total cost of these services for August 2, 2021 to June 30, 2022 would not exceed \$75,000. The actual cost and timing will depend on the extent of services requested during this time period. In addition, we propose two additional one-year extensions following June 30, 2022 at the same hourly rates with the annual estimate to be provided at a later date. We will notify the Authority as soon as possible if it appears that the amount of time we are spending on the project will exceed the annual estimates.

We very much appreciate the opportunity to continue to work with the Authority on the replacement terminal project. Please let me or Louis Choi know if you have any questions regarding the scope of services we have proposed.

Sincerely,

A handwritten signature in black ink, appearing to read "Wes Hough".

Wes Hough  
Director

A handwritten signature in black ink, appearing to read "Louis Choi".

Louis Choi  
Senior Managing Director

**EXHIBIT B**  
**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 the Services, 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 the Services 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 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 (29 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.

**PROFESSIONAL SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / Conway Consulting, Ltd.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated September 20, 2021 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Conway Consulting, Ltd. ("Consultant").

**RECITALS**

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: on-call airfield evaluation and related support services for the replacement terminal program.

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. "Commencement Date": October 1, 2021.
- B. "Contract Administrator": Frank R. Miller or a duly authorized designee.
- C. "Contract Amount": \$50,000 for FY 2022.
- D. "Executive Director": Frank R. Miller or a duly authorized designee.
- E. "Expiration Date": June 30, 2022.
- F. "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.
- G. "Fee Schedule": the fee schedule set forth in the Proposal.
- H. "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.
- I. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B.



J. "Proposal": Consultant's August 2, 2021 proposal set forth in the attached Exhibit A.

K. "Services": the tasks set forth in the Proposal.

## **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 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.

C. 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. The base term of this Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless extended pursuant to Paragraph B or earlier terminated 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 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 on a time and materials basis according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement for FY 2022 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 the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

**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 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.

**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: Frank R. Miller  
E-mail: fmiller@bur.org

Consultant  
Conway Consulting, Ltd.  
P.O. Box 1687  
Marco Island, FL 34146  
Attn: Mark Conway  
E-mail: mconway@dls.net

**13. 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.

**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.

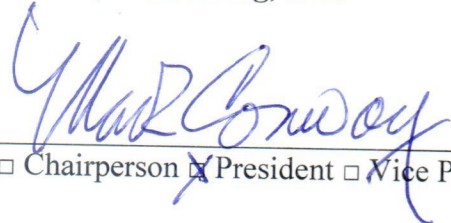
**15. Exhibits.** Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A and B, the provisions of this Agreement shall prevail. In the event of any material discrepancy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

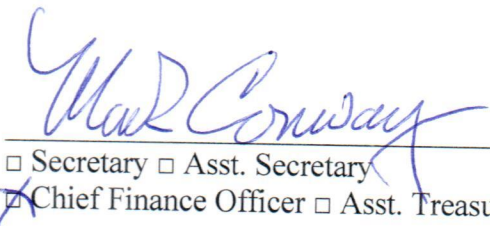
**16. Incorporation of Mandatory Language.** Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, 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.

**Conway Consulting, 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**

\_\_\_\_\_  
Paula Devine, President

Approved as to form:

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

**EXHIBIT A**  
**Proposal**

(attached)

# Conway Consulting, Ltd.

## Airports and Aviation

August 2, 2021

Mr. John Hatanaka  
Senior Deputy Executive Director  
Hollywood Burbank Airport  
2627 N. Hollywood Way  
Burbank, California 91505

Proposal for FY 22 Consulting Services

Dear Mr. Hatanaka:

This letter presents the Proposal of Conway Consulting, Ltd. to continue supporting Burbank-Glendale-Pasadena Airport Authority's (BGPAA) pursuit of the implementation of the Replacement Passenger Terminal (RPT) Program. This Proposal defines the scope of services in terms of Tasks and contemplates compensation for services on a time and materials basis. The attached Proposal includes discussion of the following:

- ➔ Scope and Approach that includes a proposed Services Task Listing for FY 2022,
- ➔ Term of Services for Services, and
- ➔ Billing Rate and Expense Invoicing.

Tasks Proposed for FY 2022 will be authorized by the Executive Director or the Senior Deputy Executive Director. Tasks costs and schedule will be defined at the time of authorization.

Conway Consulting, Ltd has been supporting the efforts of the BPGAA since 2013. Efforts included support during the Program Scope Definitions, pre-vote coordination with the Public, as well as Development Agreement, Environmental Impact Report, and related technical efforts conducted by the BGPAA including the selection and coordination with the Program Management Team prior to the suspension of the RPT Program as a result of the COVID crisis in March 2020.

We look forward to continuing our support for the BGPAA as well as the RPT Program.

Sincerely,  
CONWAY CONSULTING, LTD.



Mark D. Conway  
President

# **Proposal for On Call RPT Program Re-Start Support Services – Fiscal Year 2022 Hollywood Burbank Airport**

This document presents the Proposal of Conway Consulting, Ltd for continuing to support the Burbank-Glendale-Pasadena Airport Authority (BGPAA) effort to implement the Replacement Passenger Terminal (RPT) Program. This Proposal includes the following key items:

- ➔ Scope Approach for 2022,
- ➔ Term of Proposal, and
- ➔ Billing Rate and Expense Invoicing.

Each are described in the sections that follow.

## **1. Scope Approach**

The BGPAA is monitoring industry conditions and COVID related conditions to prepare for the re-start of the Replacement Passenger Terminal (RPT) Program. The BGPAA is taking a cautious approach to the RPT Program re-start to ensure that proper steps are being taken to have a game plan for the path forward. Conway Consulting, Ltd. has been assisting the BGPAA in this effort in FY 2021. This proposal is prepared for Conway Consulting, Ltd. to provide continuing support the RPT Program and its re-start when it is deemed appropriate to do so.

This Proposal is for On Call services during FY 2022. Any services of Conway Consulting, Ltd. will be authorized by the Executive Director or the Senior Deputy Executive Director. The following Tasks are to be completed in FY 2022:

### **Task 1 – Support BGPAA RPT Program Re-Start Efforts**

Activities may include but not be limited to:

- ➔ Prepare Schedules
- ➔ Assess Actions
- ➔ Estimate Program Soft Costs
- ➔ Assist in definition of BGPAA Interests
- ➔ Coordinate with BGPAA Staff as appropriate.

### **Task 2 - Coordinate with Airline Facility Representatives**

Work with Airlines as appropriate to address issues and interests for spaces, features and fixtures for the RPT as well as any conditions for an RPT Program re-start.



### **Task 3 – PDM Lite**

Work with the Airline AAAC technical representatives to produce a Program Definition Manual (PDM) Lite. The PDM Lite is a short version of a traditional PDM and is used here because of the foundation documents already defining the scope and various aspects of the Replacement Passenger Terminal (RPT) Program.

### **Task 4 – PDB RFQ Support**

Work with the Program Management Team (PMT) on the development and finalization of the Airline AAAC technical representatives to produce a request for qualifications (RFQ) for the solicitation of Progressive Design Builder (PDB).

### **Task 5 - Coordinate with Financial Planning Team**

Provide support to the Financial Planning Team as needed. This support may include data and reviews of Program Cost related issues.

### **Task 6 – Miscellaneous Airport Facilities and Operational Support**

Support will be provided on an as needed basis to staff on matters related to ongoing operations and maintenance.

## **2. Term of Proposal**

The attached Scope of Services is defined for Fiscal Year 2022 ending June 30, 2022. It reflects the tasks that are envisioned based upon the current plan for the re-start of the RPT Program that was suspended following the traffic declines due to the COVID crisis. It is anticipated that RPT Program implementation will continue into Fiscal Years 2023 and 2024. If deemed advisable by the BGPAA, this Proposal may be extended for an additional two years with new definitions of Scope of Services reviewed and approved by the BGPAA that are consistent with the status of RPT Program implementation at that time.

## **3. Billing Rate and Expense Invoicing**

Conway Consulting, Ltd. is proposing that the support services be completed on a time and materials basis for labor and expenses. The labor rate will be \$210.00 per hour for FY 2022. Conway Consulting, Ltd. reserves the right to increase the hourly billing rate by as much as 5% per year to reflect increased costs if services are extended for future Fiscal Years. Expenses will be invoiced at cost and will include economy class airfare, hotel, meals and home and destination airport ground transportation expenses. Other non-travel expenses will be at cost with prior authorization. Receipts will be provided for all reimbursable expenses.

## **PROFESSIONAL SERVICES AGREEMENT**

(Burbank-Glendale-Pasadena Airport Authority / Airport & Aviation Professionals, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated September 20, 2021 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Airport & Aviation Professionals, Inc., a Florida corporation doing business as AvAirPros ("Consultant").

### **RECITALS**

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: airline technical liaison services for the replacement terminal program.

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. "Commencement Date": October 1, 2021.
- B. "Contract Administrator": John T. Hatanaka or a duly authorized designee.
- C. "Contract Amount": \$50,000 for FY 2022.
- D. "Executive Director": Frank R. Miller or a duly authorized designee.
- E. "Expiration Date": June 30, 2022.
- F. "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.
- G. "Fee Schedule": the fee schedule set forth in the Proposal.
- H. "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.
- I. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B.



J. "Proposal": Consultant's August 2, 2021 proposal set forth in the attached Exhibit A

K. "Services": the tasks set forth in the Proposal.

## **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 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.

C. 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. The base term of this Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless extended pursuant to Paragraph B or earlier terminated 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 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 on a time and materials basis according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement for FY 2022 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 the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

**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 negligent 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 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.

**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: John T. Hatanaka  
E-mail: jhatanaka@bur.org

Consultant  
AvAirPros  
3555 Kraft Road, Suite 300  
Naples, FL 34105  
Attn: Mr. Matthew J. Ross  
E-mail: m.ross@avairpros.com

**13. 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. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Consultant from utilizing subcontractors identified in Consultant's proposal for the Services. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

**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 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 and 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.

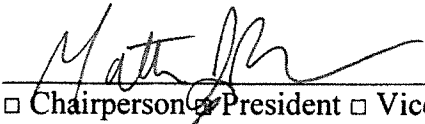
**16. Incorporation of Mandatory Language.** Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such

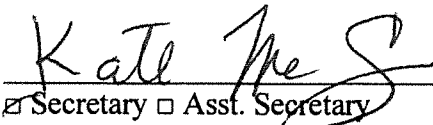
provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

**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.

**Airport & Aviation Professionals, 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**

\_\_\_\_\_  
Paula Devine, President

Approved as to form:

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

**EXHIBIT A**  
**Proposal**

(attached)



August 2, 2021

Mr. John Hatanaka  
Senior Deputy Executive Director  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA. 91505

**RE: BUR ATR Scope of Services and Billing Rates**

Dear John,

AvAirPros is pleased to submit the attached proposed Scope of Services and billing rates for the Airline Technical Representative position at BUR.

I have also attached resumes for Mark McQueen and Michael Shanus. Under my supervision, Mark will provide the day-to-day project support with Michael Shanus providing as-needed technical assistance.

We look forward to continuing to assist the airport and airlines with the development of the Elevate BUR Replacement Terminal Project.

Sincerely,

**AVAIRPROS**

***Paul Bintinger***

Paul Bintinger  
Senior Managing Director – California Market Leader

cc: Lori Peters, AvAirPros

## SCOPE OF SERVICES

### Coordination

The Airline Technical Representative (ATR) will serve as the single point of contact for coordinating Airline involvement in the Project. The following services should be provided through all phases of the Project.

- Establish and maintain effective lines of communication with Airline representatives, Authority staff and its consultants through a clearly identified single point of contact.
- Provide a single, coordinated response to the Authority that represents the consensus view, where possible, of the Airlines on project matters and issues.
- Coordinate and ensure timely Airline review of project documents and submittals and provide input in conformance with published schedules.
- Provide periodic reports to the AAAC on the status of the Project.
- Coordinate meetings and conference calls among the Airlines and between the Authority and Airlines.
- Respond to requests for information and/or assistance from individual airline representatives.

### Program Planning

During the planning and pre-design phases of the Project, the ATR will provide the following support.

- Review and evaluate all Program Definition and Criteria Documents developed by the Authority and its consultant team for all aspects of the program.
- Evaluate development alternatives for compatibility with airline operations and facility needs.
- Evaluate project timeframes and proposed phasing plans for airline impacts.
- Assess and confirm proposed demand and facility requirements for all functional areas.
- Provide technical support to the Airlines and Authority through the development of the Program.

## Program Implementation

During the design and construction of Project, the ATR will provide the following technical input to assist the Airlines and Authority.

- Review all design packages, schedules and cost estimates. On behalf of the Airlines, provide written comments for consideration by the Authority.
- Provide technical input during design phases on behalf of the Airlines.
- Review phasing and construction activities that affect airline operations.
- Assist in the coordination of construction activities that impact airline operations.
- Resolve technical issues that arise during construction.
- Support activation and project closeout activities.

## Financial Services

Throughout the Project, the Airlines expect the ATR to provide financial support as described below.

- Review and provide comment on the Project's Plan of Finance, financial feasibility documents and other Project financing materials.
- Participate in the establishment, management and tracking of the overall Project budget and costs.
- Review and analyze the impact of the Project on Airline rates and charges.
- Provide periodic reports to the Airlines that summarize the financial status of the Project.
- Develop financial analysis to support evaluation of Project implementation alternatives.

## 2021 BILLING RATES

Officer	\$ 305.00
Senior Managing Director	\$ 285.00
Managing Director	\$ 271.00
Senior Director	\$ 255.00
Director	\$ 236.00
Senior Manager	\$ 208.00
Manager	\$ 189.00
Consultant	\$ 172.00
Support	\$ 83.00

Rates to be escalated annually by CPI

**EXHIBIT B**  
**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 the Services, 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 the Services 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. The coverage afforded additional insureds shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any insured which results in a breach of any term, condition or warranty of the policies, provided that the additional insured so protected has not caused, contributed to or knowingly condoned said act or omission. Additionally, the coverage afforded the additional insureds under this clause will not apply in the event of exhaustion of policy limits or to losses or claims arising from perils specifically excluded from coverage or not otherwise covered under the policies.

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 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.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE  
AUGUST 16, 2021**

**COMMITTEE PENDING ITEMS**

**Future**

1. Adoption of proposed Automatic License Plate Recognition System (ALPRS) policy
2. Access Agreement (PFAS Testing; Boeing) – Aviall Parcel
3. Restricted Land Covenant – Adjacent Parcel; RWQCB