



January 13, 2022

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

NOTICE is hereby given that the Airport Authority administration offices will be closed on Monday, January 17, 2022, in observance of Martin Luther King, Jr., Day. Therefore, the regular meeting of the Legal, Government and Environmental Affairs Committee scheduled for Monday, January 17, 2022, 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, has been cancelled.

NOTICE is hereby given that a special meeting of the Legal, Government and Environmental Affairs Committee will be held Tuesday, January 18, 2022, 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 Government Code Section 54953(e), members of the Committee may participate in this meeting via teleconference. In the interest of maintaining appropriate social distancing, a physical location is not being provided for the public to attend or comment. Members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

Dial In: (818) 862-3332

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

SPECIAL MEETING
OF THE
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE

Burbank Room
Tuesday, January 18, 2022
9:30 a.m., or Immediately Following
the Conclusion of the
Commission Meeting

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

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

When in-person attendance or participation at meetings of the Commission is allowed, members of the public are requested to observe the following rules of decorum:

- *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.*

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The following activities are prohibited:

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

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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.

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

A G E N D A

Tuesday, January 18, 2022

1. Roll Call
2. Staff Announcement: AB 23
3. Approval of Agenda
4. Public Comment
5. Approval of Minutes
 - a. December 13, 2021 [See page 1]
6. Items for Approval
 - a. Updated Automated License Plate Recognition System Policy [See page 4]

Staff seeks a Legal, Government and Environmental Affairs Committee recommendation to the Commission for the adoption of an updated Automated License Plate Recognition System policy, governing how the data gathered by the system is accessed and managed by the Airport Police Department.
 - b. Amendment No. 1 to Professional Services Agreement - Conway Consulting, Ltd. [See page 12]

Staff seeks a Legal, Government and Environmental Affairs Committee recommendation to the Commission for approval of Amendment No. 1 to the Professional Services Agreement with Conway Consulting, Ltd. ("Conway Consulting"), providing an expanded time and materials scope of services with an additional not-to-exceed funding authorization of \$134,000 through June 30, 2022. The Commission approved the restart of the Replacement Passenger Terminal program in August 2021, with the goal (expressed by both the Commission and airlines) to expedite the process moving forward as the program had been on hold since March 2020 due to the COVID-19 pandemic. The increase in funding authorization will provide for additional technical planning and support services anticipated to be required from Conway Consulting through the end of the fiscal year.
 - c. Airport Use Agreement Amendment and Airport Use and Facilities Operating Permit [See page 21]

Staff seeks a Legal, Government and Environmental Affairs Committee recommendation to the Commission for approval of the following:

 1. ***Proposed form of Airport Use Agreement Amendment, and,***

2. Authorization for the Executive Director to execute the Amendment or an Airport Use and Facilities Operating Permit with the Airlines operating at the Airport.

7. Items for Information

a. Committee Pending Items

[See page 27]

8. 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)

9. Adjournment

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

MONDAY, DECEMBER 13, 2021

A special meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 10:52 a.m., by Commissioner Agajanian.

1. ROLL CALL

Present: Commissioners Agajanian, Williams and Gabel-Luddy

Absent: None

Also Present: Staff: Frank Miller, Executive Director; Patrick Lammerding, Deputy Executive Director, Planning and Development; Mark Hardymont, Director of Transportation and Environmental Programs; Pamela Marcello, Senior Director, Government and Public Affairs; Maggie Martinez, Manager, Noise and Environmental Compliance; Aaron Galinis, Airport Planner

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

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. November 15, 2021

Commissioner Williams moved approval of the minutes of the November 15, 2021, meeting seconded by Commissioner Gabel-Luddy. There being no objection, the motion was approved (3-0).

6. Items for Approval

a. Approval of Access to Install One Groundwater Monitoring Well

Staff sought a Committee recommendation to the Commission for approval to grant Lockheed Martin Corporation access to Authority property to add one groundwater monitoring well outside the Air Operations Area boundary. Lockheed will bear at its own expense all cost related to the new well.

Motion

Commissioner Gabel-Luddy moved approval of Staff's recommendation seconded by Commissioner Williams.

Motion Approved

There being no objection, the motion was approved (3-0).

b. Procurement Communications Policy

Staff sought a Committee recommendation to the Commission for the adoption of Resolution No. 492 to formally establish a procurement communications policy regarding communications between interested parties and Authority representatives on business opportunities prior to and during the procurement process.

Motion

Commissioner Williams moved approval of Staff's recommendation seconded by Commissioner Gabel-Luddy.

Motion Approved

There being no objection, the motion was approved (3-0).

7. Items for Information

a. Water Conservation Measures, Hollywood Burbank Airport

On November 9, 2021, the Metropolitan Water District declared a drought emergency in Southern California. Staff presented to the Committee the water conservations measures efforts that have been implemented at the Airport.

b. Update: Federal, County and Local City Redistricting

Staff updated the Committee regarding the results of the 2021 federal, county and local cities redistricting.

c. Update: Burbank Aero Crossing Development

Staff updated the Committee regarding the Burbank Aero Crossings Development located at the corner of Hollywood Way and Empire Avenue (the former location of Fry's Electronics).

d. Committee Pending Items

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

8. Closed Session

Closed Session was cancelled.

**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)

9. Adjournment

There being no further business, the meeting was adjourned at 11:40 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
JANUARY 18, 2022**

UPDATED AUTOMATED LICENSE PLATE RECOGNITION SYSTEM POLICY

Presented by
Edward B. Skvarna
Chief of Police; Airport Police Department and
Director, Public safety

SUMMARY

Staff seeks a Legal, Government and Environmental Affairs Committee ("Committee") recommendation to the Commission for the adoption of an updated Automated License Plate Recognition System ("ALPRS") policy, copy attached, governing how the data gathered by the system is accessed and managed by the Airport Police Department.

BACKGROUND

Over the past several years, law enforcement agencies around the country have determined that an ALPRS, if used appropriately, is an essential element to improve the safety and security of the communities they serve. ALPRS cameras are positioned at stationary locations and capture objective data by digitally photographing the rear portion of a vehicle only, and not images of occupants of the vehicle. The data gathered is compared with a national Criminal Justice Information System database to determine if a vehicle is one of interest relative to a felony or theft, is associated with a missing person, or is wanted as evidence in a serious felony investigation.

Since the acquisition of the current ALPRS, the Authority has had a policy regarding access to and management of the data captured. The current system has now exceeded its useful life. At the January 18, 2022 Operations and Development Committee meeting, Staff is presenting a proposal to replace the current system with one that uses solar power and wireless technology and improves the flexibility and information capture to include vehicle make, model and color as well as the identity of the state license plate.

In conjunction with the proposed replacement ALPRS, the existing ALPRS policy was reviewed. The attached updated ALPRS policy has been drafted with input from the Authority General Counsel's Office to maintain compliance with state law governing ALPRS use.

IMPLEMENTATION

The updated ALPRS policy will be implemented immediately upon Commission approval.

STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission for the adoption of the attached updated ALPRS policy.

Burbank Glendale Pasadena Airport Authority
Police Department

BGPAAPD Policy Manual

Automated License Plate Readers (ALPRs)

427.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology, and to ensure that the collection, use, maintenance, sharing, and dissemination of ALPR information is consistent with respect for individuals' privacy and civil liberties, as required by Civil Code §§ 1798.90.51(b) and 1798.90.53(b).

427.2 POLICY

The policy of the Burbank Glendale Pasadena Airport Authority Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this Department. Because such data may contain confidential information, it is not open to public review, except as provided by law. Any and all access to and handling and storage of ALPR data shall at all times comply with any and all State and federal laws and regulations. In the event any provision of this Policy is determined to conflict with any applicable State or federal law or regulation, the provisions of State and federal law shall govern, any conflicting portion of this Policy shall be deemed severable, and the remaining provisions of this Policy shall continue in full force and effect.

427.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Burbank Glendale Pasadena Airport Authority Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction, and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administration Commander. The Administration Commander will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

427.3.1 ALPR ADMINISTRATOR

The Administration Commander shall be responsible for administering the day-to-day operation of the Department ALPR equipment and data, establishing appropriate training requirements as set forth herein, and for ensuring that the Department ALPR system is operated in conformity with this Policy, and with the requirements of Civil Code § 1798.90.5, et seq.

Not less than once every six (6) months, the Administration Commander shall review this Policy to ensure continued compliance with all applicable laws and judicial decisions. When required by any change in applicable law, the Administration Commander shall revise this Policy and/or promulgate additional policies and procedures as needed to more fully implement the requirements of State law governing the acquisition, use, and storage of ALPR data, as required by Civil Code § 1798.90.51 and Civil Code § 1798.90.53. Those requirements to be reviewed and/or updated include, but are not limited to:

- (a) The description, job title, or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) The description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee responsible for overseeing the ALPR operation.
- (f) Appropriate retention periods for ALPR data, in conjunction with the Custodian of Records.
- (g) The conspicuous posting of this Policy, as it may be revised, and related procedures on the Department's website.

427.4 AUTHORIZED PURPOSES

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement purposes, such as to:
 - 1. Locate stolen or wanted vehicles, and vehicles that are the subject of a legitimate law enforcement investigation;
 - 2. Locate and apprehend suspects that are lawfully sought by law enforcement;
 - 3. Locate witnesses and victims of violent crimes;
 - 4. Locate at-risk missing persons (including responding to Amber and Silver Alerts);

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5. Support local, state, and federal safety departments in the identification of vehicles associated with targets of criminal investigations, including investigations of serial crimes;
 6. Protect critical infrastructure sites.

427.5 GENERAL OPERATING REQUIREMENTS

- (a) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (b) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (c) No member of this department shall operate ALPR equipment or access ALPR data without first completing Department-approved training.
- (d) No ALPR operator may access Department, state or federal data unless otherwise authorized to do so.
- (e) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

427.5.1. MANUAL ENTRY OF WANTED OR "HOT" LISTS

Officers may manually enter license plates or "Hot List" into the ALPRS. Hot lists entered directly into the server will remain in the system until the list is manually purged at the end of the shift or as otherwise provided in this section.

Unless the license plate is associated with an active incident, all manual entries shall be approved by a supervisor. The approving supervisor shall ensure the following:

- (a) The entry is for a legitimate law enforcement purpose (e.g., wanted person or vehicle, missing person).
- (b) Officers are informed about what action to take if the system triggers an alert on a manually entered license plate. This information should be entered into the notes section when making a manual entry.
- (c) The entry is deleted at the end of the shift. If the entry is not deleted at the end of the shift, the supervisor shall make an entry in the Watch Commander's log to document the need for the hot list and a date and time when the list should be deleted from the system.

Watch Commanders are responsible for ensuring that hot lists are removed from the system as required. No law enforcement action concerning a license plate listed on a Hot List not deleted at the end of the applicable shift, or not containing the Watch Commander's current documentation of the

need to retain the license plate information, shall be taken unless the need for the license plate information is verified as current and valid.

427.6 DATA COLLECTION AND RETENTION

The Administration Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. ALPR data will be transferred from vehicles to the designated storage in accordance with department procedures, and while preserving the chain of custody.

All ALPR data downloaded to the server shall be stored for a minimum of one year (Government Code § 34090.6) and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records, or any received litigation hold request. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence. Thereafter, ALPR data evidence shall be subject to disposition as required by law.

427.7 ACCOUNTABILITY AND COMPLIANCE WITH PRIVACY LAWS

All ALPR data will be closely safeguarded and protected by operational, physical, administrative, procedural and technological means. The Burbank Glendale Pasadena Airport Authority Police Department will observe the following safeguards regarding access to and use of stored ALPR data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a unique login/password-protected system capable of documenting all access, including the name of the person accessing the ALPR data, and the date and time of such access (Civil Code § 1798.90.52).
- (b) Only members who have received current ALPR training, and who are authorized in writing by the ALPR Administrator, are permitted to access ALPR data. Such access and use shall be only for legitimate law enforcement purposes as described herein, such as when the ALPR data relates to a specific criminal investigation or Department-related civil or administrative action, and only when conducted in compliance with this Policy. Unless expressly approved by the ALPR Administrator, ALPR data shall be accessible only on Department owned equipment. Persons performing information technology services for the Authority or Department, shall not be authorized to access ALPR data in connection with such services, unless they undergo an annual, criminal background check and are annually authorized in writing by the ALPR Administrator.
- (c) Authorization for any Department employee to access ALPR data shall terminate: (i) after one (1) year, unless re-authorization in writing is provided by the ALPR Administrator and the current ALPR training program is successfully completed by the employee; or (ii) an employee's job duties no longer require the employee to have access to ALPR data; or (iii) the employee resigns or is terminated. The ALPR Administrator shall be responsible for maintaining and updating, no less than monthly,

a current list of Department employees authorized to access ALPR data. The ALPR Administrator shall promptly terminate ALPR data access privileges consistent with subsections (c)(i), (ii), and (iii), above.

- (d) All access to ALPR information must be documented and a record thereof maintained for not less than two (2) years. The access information will include all of the following:
 - 1. The date and time the information is accessed.
 - 2. The license plate number or other data elements used to query the ALPR system.
 - 3. The user and actual name of the person who accesses the information.
 - 4. The purpose of accessing the information.
- (e) To ensure maximum accountability of ALPR users, ALPR system audits will be conducted no less than two times per year by the ALPR Administrator. The audit shall serve to assess whether Department access and use of ALPR data is consistent with the requirements herein. The ALPR administrator shall prepare a report documenting the level of compliance with the specific requirements of this Policy, and shall include any recommendations for improving the efficiency of the intent of this Policy and maximizing compliance, for more fully protecting the privacy rights of individuals, and for purposes of improving the required annual training program. The report shall be provided to the Chief of Police. The audit report shall be confidential, privileged "official information" pursuant to California Evidence Code Section 1040, and not subject to public disclosure, to the extent permitted by law.
- (f) In the event of any security breach allowing unauthorized access of ALPR data maintained by the Department, the ALPR Administrator shall provide any notifications required by Civil Code § 1798.29 for State agencies.
- (g) No member of this Department shall operate ALPR equipment or access ALPR data without first, and annually thereafter, completing the current, Department-approved ALPR training program. The training program curriculum shall be evaluated annually by the ALPR Administrator, and shall be updated as necessary to reflect changes in State or federal law, including binding court decisions, and to address any compliance or other issues noted in an audit report.
- (h) No ALPR operator may access Department, state or federal data in connection with use of the Department ALPR system, unless otherwise authorized by law and the ALPR Administrator to do so.
- (i) No ALPR operator shall upload CLETS data to a third-party cloud based storage system (e.g., Vigilant), unless authorized in writing by the ALPR Administrator.
- (j) To the extent technically feasible, and except in circumstances when the ALPR data is currently being used as evidence or for any felony being investigated, including, but not limited to, auto theft, homicides, kidnaping, burglaries, elder and juvenile

abductions, or Amber Alerts, ALPR data older than six (6) months shall be made inaccessible to ALPR operators, unless additional, written authorization is first obtained from the ALPR Administrator.

- (k) When renewing or initially entering a contract with a third-party cloud based storage provider for the storage and handling through online services of Department ALPR data, to the extent reasonably possible, such contract shall include provisions reflecting compliance with the requirements of this subsection. Any such provider shall be required to conduct such storage solely with the continental United States. Such storage and related online service providers and their services shall at all times comply with the FBI's current federal Criminal Justice Information Services (CJIS) policy for handling and storage of ALPR data. Any and all ALPR data uploaded to any third-party storage platform shall be owned by the Department.
- (l) Various factors may affect the accuracy of the ALPR readings and/or data therefrom. Those factors may include, for example: wear on the license plate, dirt, covers, license plate frames, and timeliness of the information. For this reason, it is important to verify the accuracy of any alert received. The ALPR Administrator shall establish a written protocol for reasonably verifying accuracy of ALPR data prior to use. The ALPR Administrator shall have discretion in determining the sufficiency and reasonableness of such protocol. ALPR data that cannot be verified shall be noted as "unverified" when accessed by any authorized ALPR user. "Hot list" data shall not be retained as such for more than twenty-four (24) hours without being refreshed or otherwise verified as current. Prior to any action being taken based on an ALPR alert, the officer in the field and/or communications officer in dispatch should view the image of the license plate to verify that the image was correctly recognized by the ALPR system, or otherwise use his or her best efforts to confirm the accuracy of the ALPR data prior to use. Any ALPR data found to be erroneous, shall be promptly corrected.

If practicable, the officer shall verify the accuracy of ALPR data through the California Law Enforcement Telecommunications System (CLETS), or other known, reliable, lawful source of law enforcement information, before taking enforcement action that is based solely on an ALPR alert based on that data.

427.8 SHARING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, in accordance with the following procedures:

- (a) The agency makes a written request for the ALPR data that includes:
 - 1. The name of the agency.
 - 2. The name and title of the person requesting.

3. The intended purpose of obtaining the information. NOTE: Subject to limited exceptions, California Government Code Section 7284, et seq., prohibits use of the Department's moneys or personnel to assist immigration authorities in the enforcement of federal immigration laws.
 4. The agency's written agreement (i) to not share or disclose the ALPR data without the prior, written consent of the ALPR Administrator; and (ii) to destroy or effectively delete the ALPR data from the agency's system once the purpose identified in subsection (a)(3), above, has been served.
- (b) The request is reviewed by the Administration Commander or the authorized designee and approved before the request is fulfilled. That review process shall include verification that such sharing complies with all applicable provisions of any applicable ALPR data sharing agreement.
 - (c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55) and as required by the California Public Records Act, including any and all exemptions from disclosure therein. At no time shall ALPR data be sold to any person or entity.

427.9 TRAINING

All employees otherwise authorized to access and use ALPR data, shall, annually, successfully complete a course of training conducted by the Training Sergeant, and approved and annually updated by the Administration Commander. At minimum, such course shall include training in the following areas:

- (a) Use and operation of the ALPR equipment;
- (b) Knowledge of this Policy;
- (c) Balancing of personal privacy rights with legitimate law enforcement uses of ALPR data;
- (d) The general substance of State and federal laws affecting the Department's accessing, use and/or storage of ALPR data;
- (e) How ALPR data can be misused including potential civil and criminal liability and penalties for wrongful use. (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

427.10 NON-COMPLIANCE

Any failure to comply with the requirements of this Policy may result in discipline up to and including termination for knowing and willful violations.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
JANUARY 18, 2022**

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
CONWAY CONSULTING, LTD.**

Presented by
John T. Hatanaka, Senior Deputy Executive Director

SUMMARY

Staff seeks a Legal, Government and Environmental Affairs Committee (“Committee”) recommendation to the Commission for approval of Amendment No. 1 to the Professional Services Agreement (“Agreement”) with Conway Consulting, Ltd. (“Conway Consulting”), copy attached, providing an expanded time and materials scope of services with an additional not-to-exceed funding authorization of \$134,000 through June 30, 2022. The Commission approved the restart of the Replacement Passenger Terminal (“RPT”) program in August 2021, with the goal (expressed by both the Commission and airlines) to expedite the process moving forward as the program had been on hold since March 2020 due to the COVID-19 pandemic. The increase in funding authorization will provide for additional technical planning and support services (detailed below) anticipated to be required from Conway Consulting through the end of the fiscal year.

BACKGROUND

In September 2021, the Commission approved the Agreement for Conway Consulting to provide ongoing technical, planning and support services for the RPT program in the amount of \$50,000 for the remaining nine months of FY 2022 (October 2021 through June 30, 2022). With the RPT program restart, there is a renewed focus to advance the program. Work now underway includes the preparation of procurement documents for a Progressive Design Builder (“PDB”). In response to these expedited program goals, the role of Conway Consulting has been expanded over that initially defined in the Agreement. The expanded scope of services results in a request for additional funding authorization of \$134,000 with a combined contract not-to-exceed total of \$184,000. These services are provided on a time and materials basis. All other terms and conditions remain the same.

DETAILS

Tasks to be assigned to Conway Consulting to support the advancement of the RPT program are detailed in Exhibit D of the attached proposed Agreement amendment and include:

- Task 1: Support the Executive Director
- Task 2: Support and Participate in the RPT Program Committee
- Task 3: Support and Participate in Development of a Strategic Program Definition Manual
- Task 4: Support and Participate in the Development of the Program Management Manual and Program Charter
- Task 5: Support and Participate in the PDB Selection

FUNDING

The adopted FY 2022 Budget included appropriations for Conway Consulting in the amount of \$50,000. The requested additional \$134,000 in expenditure authorization is anticipated to be funded through positive FY 2022 operating revenue performance or facility development reserve funds. On a quarterly basis, Staff will provide to the Commission, as part of the Treasurer's Report, a supplemental schedule that details actual fiscal year-to-date expenditures incurred for Conway Consulting services, as well as all other contracts and services associated with the RPT program.

STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission to approve Amendment No.1 to the Agreement with Conway Consulting to provide an expanded time and materials scope of services with an additional not-to-exceed funding authorization of \$134,000 and authorize the President to execute the same.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

(Burbank-Glendale-Pasadena Airport Authority / Conway Consulting, Ltd.)

This Amendment No. 1 ("First Amendment") to the September 20, 2021 Professional Services Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Conway Consulting, Ltd. ("Consultant"), is dated February 7, 2022 for reference purposes.

RECITALS

A. The parties executed the Agreement to provide for the Authority's retention of Consultant as an independent contractor to provide on-call airfield evaluation and related support services for the replacement terminal program.

B. The parties desire to amend the Agreement to: increase the scope of services and the contract amount.

NOW, THEREFORE, the parties agree as follows:

1. Amendment of Section 1. Paragraph (C) of Section 1 ("Definitions") of the Agreement is amended to read as follows:

"(C) 'Contract Amount': \$184,000."

2. Amendment of Section 1. Paragraph (G) of Section 1 ("Definitions") of the Agreement is amended to read as follows:

"(G) 'Fee Schedule': the fee schedules set forth in the Proposal and the Supplemental Proposal."

3. Amendment of Section 1. Paragraph (K) of Section 1 ("Definitions") of the Agreement is amended to read as follows:

"(K) 'Services': the tasks set forth in the Proposal and the Supplemental Proposal."

4. Amendment of Section 1. Section 1 ("Definitions") of the Agreement is amended by adding a new paragraph (L) to read as follows:

"(L) 'Supplemental Proposal': Consultant's proposal for FY 2022 RPT Support Scope Increase set forth in the attached Exhibit D."

5. Amendment of Section 15. Section 15 ("Exhibits") of the Agreement is amended to read as follows:

"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, B, or D, 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.”

6. **Addition of Exhibit D.** The attached Exhibit D is added to the Agreement:

7. **Preservation of Agreement.** Except as expressly modified by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

8. **Effective Date.** This First Amendment shall be deemed effective as of February 1, 2022.

TO EFFECTUATE THIS FIRST AMENDMENT, the parties have caused their duly authorized representatives to sign below.

Burbank-Glendale-Pasadena
Airport Authority

Conway Consulting, Ltd.

Paula Devine, President



Mark Conway, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT D
Supplemental Proposal

(attached)

Conway Consulting, Ltd.
Hollywood Burbank Airport
Replacement Passenger Terminal Program (“RPT”)
Proposed FY 2022 RPT Support Scope Increase

In September 2021, a contract for Conway Consulting, Ltd. (“Conway Consulting”) was approved by the Burbank-Glendale-Pasadena Airport authority (BGPAA) for the remaining nine months of FY 22 in the amount of \$50,000 (PO No. A7013). In the course of the restart of the Replacement Passenger Terminal Program, staff identified additional services above the original scope and requested Conway Consulting to provide a revised cost for these additional services from February to June 2022. This proposal reflects the scope for the participation of Conway Consulting, Ltd. for the period beginning February 1, 2022 through June 30, 2022.

Conway Consulting has been a part of the RPT Program definition since 2013 and has the single most accumulated knowledge of the RPT Program of than any other individual. With the RPT Program restart following the COVID suspension, a renewed focus on the approvals gained in the 2016 Development Agreement as the basis to implement the RPT Concept was initiated. In addition, the focus on expediting the RPT Program to the design process warrants dedicated focus to expeditious tasks needed for the solicitation and selection of a Progressive Design Builder (PDB). In light of these new Program goals, the role of Conway Consulting has been expanded over that initially defined at the re-start of the RPT Program. The following Tasks have been identified for Conway Consulting to perform in support of advancing the RPT Program.

Task 1: Support for the Executive Director

As the RPT Program advances, the Executive Director is requiring increase in coordination of activities and issues that may arise between staff and the Program Manager activities. In addition, services will be provided to address requests for follow up actions and information needed by the Executive Director to keep the Program Committee focused on the RPT Program within the guidelines of the Development Agreement and environmental documents. Participation at the Executive Committee meetings either in person or via Zoom call-in as needed are included.

Task 2: Support and Participate in the RPT Program Committee

The RPT Program Committee has been organized to review the work of the Program Manager and its Team. Work product includes the Program Cost and Schedule as well as the development of key documents related to the selection of a Progressive Design Builder (“PDB”). Participating in this Committee are members of staff, the Program Manager, Airline representatives of the Airlines Airport Affairs Committee and the technical coordinator for the Airlines. This Committee

meets monthly at a minimum. At the direction of the Executive Director, Conway Consulting will provide support for the Program Manager in meetings dedicated to any one or more of the many topics that need to be addressed. Participation in these meetings by Conway Consulting will be either in person or via Zoom.

Task 3: Support and Participate Development of a Strategic PDM

The Program Manager is tasked to develop a Strategic Program Definition Manual ("S-PDM"). The S-PDM reflects a new direction for the Project effective with the restart. The direction focuses on the Development Agreement Concept versus other alternative concepts and requires coordination within the Program Committee. Conway Consulting will provide institutional knowledge to provide coordination within the Committee to expedite the completion of the S-PDM as well as review and provide detailed comments on chapters of the S-PDM to the Executive Director and the Program Manager. Support will be provided either in person or via Zoom calls.

Task 4: Support and Participate in the Development of the Program Management Manual and Program Charter.

The Program Manager has initiated documentation of a Program Charter and a Program Management Manual. These documents were advanced prior to the RPT Program being suspended and requires review and revision for a post-COVID RPT Program. Conway Consulting will provide reviews and comments on these documents as well as participate in meetings either in person or via Zoom calls.

Task 5: Support and Participate in the Selection of a Progressive Design Builder

The Authority and the Program Manager are working toward the definition of a process to hire a Progressive Design Builder at the earliest possible date. This process will entail:

- ➔ Development and issuance of a Request for Qualifications ("RFQ")
- ➔ Review of submittals and selection of a Short List
- ➔ Development and issuance of a Request for Proposal ("RFP")
- ➔ Select a Preferred PDB
- ➔ Negotiate Design Terms and Conditions

The Program Manager has advanced initial drafts of an RFQ and the concept for the issuance of an RFP. These need to be reviewed and finalized for issuance in early 2022. Conway Consulting is to support development of the RFQ, participate in the review of submissions and submit recommendations to the Progressive Design Builder Selection Committee. In addition, Conway Consulting will support development of the RFP, its attachments which will include the S-PDM, review submissions and support the Selection Committee and provide negotiation support with the contract for the PDB. Support activities and participation meetings either in person or via Zoom calls.

Task 6: Travel Budget

While participation in the Program Activities may be either in-person or via Zoom calls, at the request of the Executive Director, an allowance be included in the revise scope to accommodate travel expenses for two trips per month. Travel expenses are for:

- ➔ Airfare (Refundable Economy)
- ➔ Hotel
- ➔ Airport Transfer Ground Transportation
- ➔ Meals

The proposed travel is for on-site presence of three days per trip, as needed. Travel will occur inbound on Monday and outbound on Friday. Estimated unit costs for reimbursable expenses are at current rates. All reimbursable expenses will be at cost.

* * * * *

Table 1 presents a cost estimate to include labor and expense for the period February 2022 through June 2022. As shown the Conway Consulting labor rate for Mark Conway is \$210.00 per hour. Hours for each task are estimated for the months expected for each task to be active until complete.

Table 1
PROPOSED ASSIGNMENT COST BREAKDOWN
RPT Program Review and Coordination
Hollywood Burbank Airport

TASK	Sub-Task	DESCRIPTION	CATEGORY >		LABOR HOURS	TOTAL TASK LABOR COST	TASK EXPENSE		TOTAL TASK COST
			STAFF >	Conway Consulting			MISC.	TRAVEL	
			RATE(\$/HR) >	Conway					
				\$210					
1.0		Support for the Executive Director and the Executive Committee		80	0	80			\$ 16,800
2.0		RPT Program Committee Participation		80	0	80			\$ 16,800
3.0		S-PDM Support		140	0	140			\$ 29,400
4.0		Charter and PMM Support		24	0	24			\$ 5,040
5.0		Support for PDB Selection Process		160	0	160			\$ 33,600
6.0		Travel Budget 1/		40	0	40		\$ 23,250	\$ 31,650
					0	0			\$ -
					0	0			\$ -
PROJECT TOTALS						524	\$ -	\$ 23,250	\$ 133,290
						100.0%	0.0%	17.4%	100.0%

1/ Travel budget is a not to exceed amount over the duration of the Fiscal Year
Travel time is half of total travel time each way
Estimated Maximum Travel Expense per Trip

Airfare	\$ 650.00	R/T Refundable Economy
Hotel	\$ 300.00	Includes Taxes per Night
Airport Transfers Home	\$ 180.00	RSW R/T
Airport Transfers LA	\$ 220.00	LAX R/T
Meals	\$ 75.00	\$25 per day
Estimated Total per trip	\$ 2,325.00	

**STAFF REPORT PRESENTED TO
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
JANUARY 18, 2022**

**AIRPORT USE AGREEMENT AMENDMENT AND
AIRPORT USE AND FACILITIES OPERATING PERMIT**

Presented by
John Hatanaka, Senior Deputy Executive Director

SUMMARY

Staff seeks a Legal, Government and Environmental Affairs Committee (“Committee”) recommendation to the Commission for approval of the following:

1. Proposed form of Airport Use Agreement Amendment, copy attached; and,
2. Authorization for the Executive Director to execute the Amendment or an Airport Use and Facilities Operating Permit with the Airlines operating at the Airport.

BACKGROUND

Since its opening in 1930, the Airport has been served by scheduled air carrier service. Upon acquiring the Airport in 1978, the Authority has used an Airport Use Agreement (“Use Agreement”) and an Airport Use and Facilities Operating Permit (“Operating Permit”) to authorize operations by carriers certified by the Federal Aviation Administration under Title 14, Part 121 of the Code of Federal Regulations (“Part 121”).

AIRPORT USE AGREEMENT

The Use Agreement defines the relationship between the Authority and “signatory” Airlines. In exchange for authorization to operate at the Airport, including within the passenger terminal, a signatory Airline agrees to be responsible for costs of the Airport not covered by other Authority revenues such as concession fees, hangar rents, and net parking revenues. The Commission approved the current Use Agreement template in 2009 with a term of 5-years with one 5-year extension option. Since June 2019, the Use Agreement has been extended on a month-to-month carry-over basis with signatory Airlines. The month-to-month carry-over has lasted longer than originally planned because the COVID-19 pandemic impacted discussions with the signatory Airlines for a replacement Use Agreement supporting the development of the Replacement Passenger Terminal (“RPT”) program. The proposed Amendment will extend the Use Agreement to June 30, 2025. It is the expectation of Staff and the signatory Airlines that this extension period will be sufficient for a replacement Use Agreement, supporting the long-term financing of the RPT program, to be negotiated and presented to the Commission for approval. Currently, all ten Parts 121-certified Airlines that serve the Airport (Alaska Airlines, American Airlines, Avelo Airlines, Delta Airlines, Flair Airlines, Frontier Airlines, JetBlue Airways, Spirit Airlines, Southwest Airlines, and United Airlines) have executed the Use Agreement.

PROPOSED AMENDMENT

With the restart of the RPT program, Staff and the signatory Airlines agreed that an amendment to extend the term of the current Use Agreement by three years is appropriate to address the cost of operating the Airport and the initial costs associated with the RPT program. In key part, in addition to extending the term of the Use Agreement, the proposed Amendment memorializes that the Airlines are obligated to reimburse the Authority for initial RPT expenses even if the program does not proceed. The proposed Amendment also identifies the elements of the Authority's Air Quality Improvement Plan that must be complied with by the Airlines. Finally, as required by Amendment No. 2 to the Authority's Joint Powers Agreement ("JPA"), the proposed Amendment incorporates by reference the "supermajority vote" requirements of the JPA. The Airlines' representatives to the Airline Airport Affairs Committee are in support of the proposed Amendment.

OPERATING PERMIT

The Operating Permit defines the relationship between the Authority and "non-signatory" Airlines. Like the Use Agreement, the Operating Permit grants authorization to operate at the Airport, including within the passenger terminal. Operational requirements, such as insurance coverage, imposed by the Operating Permit are the same as those imposed by the Use Agreement. However, the Operating Permit has a month-to-month term that can be terminated with 30-day advance notice by either party. Additionally, because the Operating Permit does not put a non-signatory Airline at long-term risk for Authority revenue shortfall, a non-signatory Airline that operates under the Operating Permit is required to pay higher fees, rents, and charges (including any applicable fuel surcharge) than a signatory Airline that operates under the Use Agreement.

SCHEDULE

Upon approval of the proposed Amendment by the Commission, Staff will give the signatory Airlines a 60-day deadline to submit an executed copy of either the Amendment or the Operating Permit. Any Airline that chooses to execute the Operating Permit will become a non-signatory Airline. However, if an Airline declines to submit either document, then that Airline will be given notice it is no longer authorized to operate at the Airport.

STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission approval of the proposed Amendment and authorization for the Executive Director to execute either the Amendment or an Operating Permit with the signatory Airlines serving the Airport.

**AMENDMENT NO. [number] TO
AIRPORT USE AGREEMENT**
(Burbank-Glendale-Pasadena Airport Authority / [airline name])

This Amendment No. [number] (“Amendment”) to the October 1, 2009 Airport Use Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and [airline name] (“Airline”), a [state] corporation, is dated February 7, 2022 for reference purposes.

R E C I T A L S

A. The parties executed the Agreement to set forth their respective rights, privileges, and obligations with respect to Airline’s use and occupancy of the Bob Hope Airport and to facilitate the development, promotion, and improvement of air commerce.

B. Pursuant to request of the Authority and consent of Airline, the Agreement’s initial Stated Expiration Date of June 30, 2014 was extended to June 30, 2019.

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

[list of prior amendments]

D. Pursuant to request of the Authority and consent of Airline, the Expiration Date currently is extending on a month-to-month basis.

E. The parties desire to further amend the Agreement to: (i) extend the Expiration Date to the end of the Authority’s FY 2025; (ii) incorporate measures from the Authority’s air quality improvement plan; and (iii) advance the Authority’s Replacement Passenger Terminal Program.

NOW, THEREFORE, the parties agree as follows:

1. Amendment of Article I. Section 1.01 (Basic Information) of Article I (Basic Information; Definitions; Exhibits) of the Agreement is amended by revising the “Expiration Date” row to read as follows:

“Expiration Date:	The Stated Expiration Date unless earlier terminated pursuant to Section 2.02 or Section 2.03.”
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2. Amendment of Article I. Section 1.02 (Definitions) of Article I (Basic Information; Definitions; Exhibits) of the Agreement is amended by adding an “RPT Program” definition to read as follows:

“‘RPT Program’ shall mean the Authority’s Replacement Passenger Terminal Program. The RPT Program generally consists of: (i) construction of a replacement passenger terminal; (ii) construction of ancillary improvements including aircraft apron, roads (entrance, loop, and secondary), parking facilities, a replacement airline cargo building, a ground service equipment

maintenance building, and a replacement aircraft rescue and firefighting/police/emergency operations center building; and (iii) demolition of the existing passenger terminal.”

3. Amendment of Article I. Section 1.02 (Definitions) of Article I (Basic Information; Definitions; Exhibits) of the Agreement is amended by revising the “Stated Expiration Date” definition to read as follows:

“‘Stated Expiration Date’ shall mean June 30, 2025.”

4. Amendment of Article II. Section 2.01 (Term) of Article II (Term; Termination) of the Agreement is amended to read as follows:

“2.01 Term. This Agreement shall become effective on the Effective Date set forth in Section 1.01. The term of this Agreement shall continue from the Effective Date through the Stated Expiration Date unless earlier terminated pursuant to Section 2.02 or Section 2.03.”

5. Amendment of Article IV. Article IV (Permissible Uses) of the Agreement is amended by adding a new Section 4.08 to read as follows:

“4.08 Air Quality Improvement Plan. Airline shall comply with the following provisions of the Authority’s Air Quality Improvement Plan:

(a) Ground Support Equipment Emissions Policy. Airlines and other entities own and operate ground support equipment (“GSE”) to support arriving, departing, and parked aircraft at the Airport. The Authority’s GSE policy will ensure that the Authority achieves airport-wide GSE emissions targets. Airline will use commercially available efforts to achieve an airport average composite emissions factor for its GSE fleet which is equal to or less than 1.66 horsepower-hour of nitrogen oxides (g/hp-h of NO_x) by January 1, 2023, and 0.74 g/hp-h of NO_x by January 1, 2031. Upon achieving the 2023 and 2031 emissions targets, Airline shall be required to ensure its fleet average continues to meet the Airport emissions targets. Airline’s obligation to meet the 2031 target shall be contingent on the installation of adequate infrastructure to support zero-emission GSE, which is operationally feasible and commercially available. Airline’s “Burbank Airport GSE fleet” shall be comprised solely of GSE operated at the Airport. Emissions performance of GSE operating at the Airport cannot be averaged with emissions performance of GSE operating at other airports to demonstrate compliance with the Airport GSE emissions targets.

(b) Clean Construction Policy. The Authority has adopted a Clean Construction Policy, which may be accessed/found at <http://hollywoodburbankairport.com/green-initiatives/>. For all Airport capital improvement projects undertaken by Airline, Airline shall comply, and shall cause its contractors to comply, with such Clean Construction Policy, and shall otherwise ensure its contractors follow clean construction policies to reduce emissions of NO_x such as using low-emission vehicles and equipment, recycling construction and demolition debris, and minimizing non-essential trips through better schedule coordination.

(c) Burbank Airport Employee Ride Share Policy. The Authority has joined the Burbank Transportation Management Organization (“BTMO”), which serves all Airport employees and all Airport tenant employers, including employers with less than 250 employees.

Airline is encouraged to also join and to actively participate in the BTMO as an individual member.”

6. Amendment of Article V. Article V (Capital Improvements) of the Agreement is amended by adding a new Section 5.02 to read as follows:

“5.02 Replacement Passenger Terminal Program.

(a) **MOU Negotiation.** The parties shall meet in good faith to negotiate a memorandum of understanding (“MOU”) stating deal points for a replacement airport use agreement that defines Airline’s responsibility for fees, rates, and charges to pay for the operation, maintenance, and debt service for the RPT Program. Such MOU shall outline: (i) the financial terms for Airline’s support of the RPT Program; and (ii) the process by which the Authority and the Signatory Airlines shall reach a guaranteed maximum price (“GMP”) for the RPT Program. The target deadline for MOU execution is February 16, 2023. Airline shall not be in breach of this Agreement if the target deadline is not achieved.

(b) **Participation.** Upon the Authority’s award of a progressive design build contract for the RPT Program, Airline shall participate in good faith in meetings with the selected design builder and the Authority with regard to design and cost of the RPT Program. The Authority shall in good faith endeavor to incorporate provisions in the design builder’s contract as reasonably requested by Airline.

(c) **Acknowledgement.** Airline acknowledges that, if the Signatory Airlines cease support for the RPT Program (whether such cessation occurs prior to or after GMP determination), then all non-capitalized expenses and interim financing costs associated with the RPT Program (including expenses incurred prior to GMP determination) are within the scopes of the Terminal Building Requirement specified in Section 7.04 and the Landing Fee Requirement specified in Section 7.05. The Authority estimates an interim funding requirement of \$70 - \$100 million to obtain a proposed GMP. Airline acknowledges that it and/or its consultant representing the Airline Airport Affairs Committee (“AAAC”) will be an active participant with the Authority, the Authority’s Program Manager, and the selected design builder in the design and development of the RPT Program and that any such non-capitalized expenses shall be factored into the adjustment of Rental, Joint Use Fees, and Landing Fees pursuant to Sections 7.04, 7.05, and 7.08. The Authority agrees not to implement full recovery of such expenses in a single year and will meet with the AAAC to reach an agreement on a reasonable term for recovery based on the magnitude of any such expenses.”

7. Authority JPA. The Supermajority Vote requirements of Section 2.3.5 of the Authority’s governing Amended and Restated Joint Exercise of Powers Agreement, which apply to certain decisions of the Authority Commission, are incorporated by reference.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

9. Effective Date. This Amendment shall be effective upon execution.

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

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

[airline name]

By: _____

By: _____

Print Name: _____

Print Name: _____

☐ 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

Frank R. Miller, Executive Director

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
JANUARY 18, 2022**

COMMITTEE PENDING ITEMS

Future

1. AQMD – AQIP Compliance Report; Airport Authority Fleet Management
2. Restricted Land Covenant - Adjacent Parcel; RWQCB