



April 13, 2023

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, April 17, 2023, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, CA 91505.

In addition to attending the meeting in person, 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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Airport Skyroom

Regular Meeting of Monday, April 17, 2023

9:00 A.M.

The public comment period is the opportunity for members of the public to address the Commission on agenda items and on airport-related non-agenda matters that are within the Commission'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 Commission 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 Commission's subject matter jurisdiction.*
- *Limit comments to three 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 Commission less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.



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

A G E N D A

Monday, April 17, 2023

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT (Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)
5. CONSENT CALENDAR (Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)
 - a. Committee Minutes
(For Note and File)
 - 1) Operations and Development Committee
 - (i) February 6, 2023 ***[See page 1]***
 - 2) Finance and Administration Committee
 - (i) March 24, 2023 ***[See page 3]***
 - 3) Legal, Government and Environmental Affairs Committee
 - (i) March 6, 2023 ***[See page 5]***
 - b. Commission Minutes
(For Approval)
 - 1) April 3, 2023 ***[See page 7]***
 - c. Award of Professional Services Agreement
Art in Public Places – Regional Intermodal Transportation Center ***[See page 13]***
6. PUBLIC HEARING
 - a. Replacement Passenger Terminal Design Concept Selection ***[See page 15]***
7. ITEMS PULLED FROM CONSENT CALENDAR
8. EXECUTIVE DIRECTOR COMMENTS

9. COMMISSIONER COMMENTS

(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for a future meeting.)

10. PUBLIC COMMENT

11. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, April 17, 2023

[Regarding agenda items]

5. CONSENT CALENDAR

(Consent Calendar items may be enacted by one motion. There will be no separate discussion on these items unless a Commissioner so requests, in which event the item will be removed from the Consent Calendar and considered in its normal sequence on the agenda.)

- a. COMMITTEE MINUTES. Approved minutes of the Operations and Development Committee meeting of February 6, 2023; approved minutes of the Finance and Administration Committee special meeting of March 24, 2023; and approved minutes of the Legal, Government and Environmental Affairs Committee special meeting of March 6, 2023, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the April 3, 2023, Commission meeting minutes is attached for the Commission's review and approval.
- c. AWARD OF PROFESSIONAL SERVICES AGREEMENT – ART IN PUBLIC PLACES – REGIONAL INTERMODAL TRANSPORTATION CENTER. A staff report is included in the agenda packet. At its meeting on April 3, 2023, the Legal, Government and Environmental Affairs Committee voted unanimously (3–0) to recommend that the Commission award a Professional Services Agreement in the amount of \$59,200 to Ms. Sarah Fernandez for the creation of artwork in satisfaction of the City of Burbank's Art in Public Places requirement for the Regional Intermodal Transportation Center at Hollywood Burbank Airport.

6. PUBLIC HEARING

- a. REPLACEMENT PASSENGER TERMINAL DESIGN CONCEPT SELECTION. A staff report is included in the agenda packet. Staff seeks the Commission's adoption of proposed Resolution No. 500 to approve a design concept for the Replacement Passenger Terminal Project.

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

MONDAY, FEBRUARY 6, 2023

A regular meeting of the Operations and Development Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:35 a.m., by Commissioner Devine.

1. ROLL CALL

Present: Commissioners Devine, Gabel-Luddy, and Hampton

Absent: NONE

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director;
Patrick Lammerding, Deputy Executive Director,
Planning and Development; Thomas Henderson,
Director, Operations

2. Approval of Agenda

Agenda was approved as presented.

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. January 17, 2023

A draft copy of the January 17, 2023 special Committee minutes was included in the agenda packet for review and approval.

Motion

Commissioner Gabel-Luddy moved approval of the minutes; seconded by Commissioner Hampton.

Motion Approved

The minutes were approved as presented (3–0).

5. Items for Approval

**a. Fleet Maintenance Services
Agreement Extension
Keolis Transit Services, LLC**

Staff sought a Committee recommendation to the Commission for authorization of a second one-year extension of the Fleet Maintenance Services Agreement with Keolis Transit Services, LLC.

The Agreement has a one-year base term and allows the parties, by consensus, to twice extend the term for one year at a time. The one-year base term ended March 31, 2022. The first one-year extension was exercised April 1, 2022 and ends March 31, 2023.

Motion

Commissioner Gabel-Luddy moved approval;
seconded by Commissioner Hampton.

Motion Approved

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

**b. Award of Multi-Year Purchase
Order - Magnetic Ticket & Label
Corporation**

Staff sought a Committee recommendation to the Commission to approve a multi-year Purchase Order with Magnetic Ticket & Label Corporation for the provision of all paper stock utilized by the SITA Common Use Passenger Processing System and Common Use Self-Service equipment. This paper is a thermal type of stock used for boarding passes, kiosk documents, and baggage tags. The term of the proposed Purchase Order is from April 1, 2023, through March 31, 2026, with two one-year extension options. The cost of these supplies are fully reimbursable by the Airlines serving the Airport. The annual cost of these supplies can vary as the paper stock utilization is affected by passenger use and level of enplanements, but historical annual cost is approximately \$110,000.

Motion

Commissioner Gabel-Luddy moved approval;
seconded by Commissioner Hampton.

Motion Approved

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

6. Items for Information

a. Committee Pending Items

Staff had no updates to the Committee's pending items.

7. Adjournment

There being no further business to discuss, the meeting was adjourned at 8:43 a.m.

**MINUTES OF THE SPECIAL MEETING OF THE
FINANCE AND ADMINISTRATION COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

FRIDAY, MARCH 24, 2023

A special meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:05 a.m., by Commissioner Ovrom.

1. ROLL CALL

Present: Commissioners Ovrom, Quintero and Wilson

Absent: NONE

Also Present: Staff: John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; David Kwon, Director, Financial Services; Derrick Cheng, Sr. Property Specialist

Also present:
Mr. Louis Choi, Public Resources Advisory Group

2. Approval of Agenda

Agenda was approved as presented.

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. February 21, 2023

A draft copy of the minutes of the special meeting of February 21, 2023, were included in the agenda packet for review and approval.

Motion

Commissioner Wilson moved approval of the minutes; seconded by Commissioner Quintero.

Motion Approved

The minutes were approved as presented (3–0).

5. Items for Approval

a. Fourth Amendment to Ground Lease – MV Transportation, Inc.

Staff presented to the Committee for its recommendation to the Commission for approval a proposed Fourth Amendment to Ground Lease with MV Transportation, Inc., in support of its BurbankBus operation.

Motion

Commissioner Wilson moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was approved (3–0).

Staff requested that Item No. 7 be taken out of order. The Committee concurred.

7. Items for Discussion

**a. FY 2024 Budget Development
Proposed Initial Budget Assump-
tions and Highlights of Noteworthy
Issues and Staffing**

Staff presented and discussed with the Committee the FY 2024 preliminary budget assumptions and highlights of noteworthy items and staffing.

6. Treasurer's Report

a. December 2022

A copy of the Treasurer's Report for December 2022 was included in the agenda packet for the Committee's review.

Motion

Commissioner Wilson moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was approved (3–0) that it be forwarded to the Commission for note and file.

8. Items for Information

**a. Replacement Passenger Terminal
Interim Financing Update**

Mr. Louis Choi of Public Resources Advisory Group briefed the Committee on the Authority's status of financing activities for the Replacement Passenger Terminal.

b. Committee Pending Items

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

9. Adjournment

There being no further business to discuss, the meeting was adjourned at 10:57 a.m.

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

MONDAY, MARCH 6, 2023

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 11:31 a.m., by Commissioner Williams.

1. ROLL CALL

Present:	Commissioners Williams and Dyson
Absent:	Commissioner Najarian
Also Present:	Staff: Frank Miller, Executive Director; Maggie Martinez, Director, Noise and Environmental Affairs; Kyle Porter, Manager, Noise and Environmental Affairs; Pamela Marcello, Senior Director, Government and Public Affairs 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

Commissioner Dyson moved approval of the agenda, seconded by Commissioner Williams. The motion was approved (2-0, 1 absent).

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. February 6, 2023

Commissioner Dyson moved approval of the Committee minutes of the February 6, 2023 meeting, seconded by Commissioner Williams. There being no objection, the motion was approved (2-0, 1 absent).

6. Items for Approval

a. Annual Review and Adjustment of Noise Violation Fines

The Airport Authority's Resolution No. 382 requires an annual review and adjustment of noise violation fines. This adjustment is based on year-over-year increases in the Consumer Price Index ("CPI") each January. The January 2023 CPI for All Urban Consumers in the Los Angeles, Long Beach, and Anaheim area increased approximately 5.8% when compared to the January 2022 index.

Accordingly, Staff sought a Committee recommendation to the Commission for approval of increases to the current Rules 8 and 9 noise violation fines by 5.8% effective April 1, 2023, as follows: Rule 8, first violation, increased to \$1,839; Rule 8, subsequent violations, increased to \$2,670; and Rule 9, each violation, increased to \$5,348.

7. Items for Discussion

a. Legislative Update

Staff provided an update on proposed federal and state legislation of interest to the public policy arena on aviation-related issues that may impact airport operators in general or Hollywood Burbank Airport in particular.

8. Items for Information

a. Committee Pending Items

Staff updated the Committee on future pending items.

9. Adjournment

There being no further business, the meeting adjourned at 11:46 a.m.

**MINUTES OF THE REGULAR MEETING OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, APRIL 3, 2023

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:07 a.m., by President Gabel-Luddy.

1. ROLL CALL

Present: Commissioners Gabel-Luddy, Williams, Najarian, Quintero, Ovrom, Devine, and Dyson

Absent: Commissioners Hampton and Wilson

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director;
Kimberley Parker-Polito, Director, Information & Communication Technologies; Patrick Lammerding, Deputy Executive Director, Planning and Development; Stephanie Gunawan-Piraner, Director, Engineering and Maintenance

Also Present:
Terence Boga, Esq., Authority General Counsel,
Richards Watson Gershon

Brent Kelley, Principal Aviation Sector Leader, Corgan

Roger Johnson, Senior Program Manager, Jacobs Program Management Co.

2. PLEDGE OF ALLEGIANCE

Commissioner Ovrom led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

MOTION

Commissioner Williams moved approval of agenda; seconded by Commissioner Ovrom.

MOTION APPROVED

There being no objection, the motion was approved (7–0, 2 absent).

AYES: Commissioners Gabel-Luddy, Williams, Najarian, Devine, Ovrom, Dyson, Quintero

NOES: NONE

ABSENT: Commissioners Hampton and Wilson

4. **PUBLIC COMMENT** (*Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.*)

Jane Goe, Studio City; Jeanie Love; Edith Becker; Sherman Oaks, Kim, Studio City; Larry, Studio City; Lori Richenburg, Studio City; Tom Materna, Sherman Oaks; Laura, Burbank; Teresa Austin, Studio City; Janet Diehl, Burbank; Carol Met, Studio City; Matt Pulken, Studio City; Lilavati Sharma, Studio City; Mary, Sherman Oaks; Heidi Abbra, Studio City; Sandi Patton, Sherman Oaks; Adele Floorman, Sherman Oaks; MaryKate Harris, Studio City

5. **CONSENT CALENDAR**

(Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)

a. **Committee Minutes (For Note and File)**

1) **Executive Committee**

(i) **March 1, 2023**

Approved minutes of the March 1, 2023, Executive Committee meeting were included in the agenda packet for information purposes.

2) **Finance and Administration Committee**

(i) **February 21, 2023**

Approved minutes of the February 21, 2023, Finance and Administration Committee special meeting were included in the agenda packet for information purposes.

3) **Legal, Government and Environmental Affairs Committee**

(i) **February 6, 2023**

Approved minutes of the February 6, 2023, Legal, Government and Environmental Affairs Committee meeting were included in the agenda packet for information purposes.

b. **Commission Minutes (For Approval)**

1) **March 6, 2023**

A copy of the draft minutes of the March 6, 2023, Commission special meeting were included in the agenda packet for review and approval.

c. **Annual Review and Adjustment of Noise Violation Fines**

This item was pulled for further review under Item No. 10.

d. **Fourth Amendment to Ground Lease – MV Transportation, Inc.**

At its special meeting on March 24, 2023, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve a Fourth Amendment to Ground Lease with MV Transportation, Inc. (“MV”), which accommodates logistics associated with the Replacement Passenger Terminal Project by relocating MV from its current location on the northeast

corner of the Airport to the south end of Lot A adjacent to the FAA Air Traffic Control Tower.

e. Core Network Switches Replacement and Installation Services for Primary & DVSS Networks

At its meeting held immediately prior to the Commission meeting, the Operations and Development Committee voted (2–0, 1 absent) to approve the purchase and installation of two model C9500 Cisco Catalyst Network Switches and two model C9300 Cisco Catalyst Network Switches to replace four current Cisco Catalyst 4500 Series switches that have reached their end of life and are no longer supported by the manufacturer.

f. Award of Construction Contract for Parking Lot Reconfiguration Civil Work and Approval of Associated Vendor Work and CEQA Exemption Determination Project Number (E22-13)

At its meeting held immediately prior to the Commission meeting, the Operations and Development Committee voted (2–0, 1 absent) to approve to: i) award a construction contract in the amount of \$226,190 to Geronimo Concrete, Inc.; ii) approve a project budget for Parking and Revenue Control Equipment, DVSS Cameras, Access Control Equipment, and Networking Cable Installation in the amount of \$173,627; iii) authorize a project budget for Construction Management, Field Oversight, and Contract Administration for a not-to-exceed amount of \$35,000; iv) authorize a project contingency of \$60,000; and, (v) approve the CEQA exemption determination.

g. Award of Purchase Order Portable Radio Replacement Motorola Solutions, Inc.

At its meeting held immediately prior to the Commission meeting, the Operations and Development Committee voted (2–0, 1 absent) to recommend that the Commission approve to authorize the acquisition of replacement portable radio equipment from Motorola Solutions, Inc. This acquisition is for the replacement of handheld Motorola portable radios, which are currently being used by the Airport Maintenance Department but have reached their useful end of life, with 38 Motorola APX 900 series radios for a total cost of \$136,9612.

h. Treasurer's Report

1) December 2022

At its special meeting on March 24, 2023, the Finance and Administration Committee reviewed the December 2022 Treasurer's Reports and voted unanimously (3–0) to accept the reports and recommend to the Commission for note and file.

Commissioner Ovrom requested that Item No. 5.c. be pulled for discussion later under Item No. 10. Commissioner Gabel-Luddy concurred.

MOTION

Commissioner Devine moved approval of the Consent Calendar; seconded by Commissioner Quintero.

MOTION APPROVED

There being no objection, the motion was approved (7–0, 2 absent).

AYES: Commissioners Gabel-Luddy, Williams, Najarian, Devine, Ovrom, Dyson, Quintero

NOES: NONE

ABSENT: Commissioners Hampton and Wilson

6. ITEMS FOR COMMISSION APPROVAL

a. Amendment No. 5 to Amended and Restated Employment Agreement with Director of Public Safety/Chief of Police

Included in the agenda package was an Amended and Restated Employment Agreement with Director of Public Safety/Chief of Police. The amendment is for a two-year extension with a salary benefits increase. The base salary (retroactive to April 1, 2023) in the first extension year will be \$250,000 and \$275,000 in the second year. Additionally, a retention bonus of \$25,000 will be paid in each extension year. The amendment also provides for POST Executive Level Certificate pay of \$24,000 in the first extension year, and \$30,000 in the second extension year.

MOTION

Commissioner Ovrom moved approval of this item; seconded by Commission Quintero.

MOTION APPROVED

There being no objection, the motion was approved (7–0, 2 absent).

AYES: Commissioners Gabel-Luddy, Williams, Najarian, Devine, Ovrom, Dyson, Quintero

NOES: NONE

ABSENT: Commissioners Hampton and Wilson

7. ITEMS FOR COMMISSION DISCUSSION

a. Replacement Passenger Terminal Design Concept Presentation

The Replacement Passenger Terminal Program Manager, Jacobs Project Management Co., and the Design-Build Architect, Corgan, presented to the Commission three preliminary design concepts for the Replacement Passenger Terminal Project.

This same presentation was made to the Executive Committee at its special meeting on March 29, 2023.

Commissioner Gabel-Luddy requested that Item No. 8 not be presented and that the Commission should inform Staff if there were questions.

8. ITEMS FOR COMMISSION INFORMATION

- | | |
|-----------------------------------------------------------|-------------------------------------------------------------------------------------------|
| a. January 2023 Passenger and Air Cargo Statistics | Item was not presented. Commission was advised to inform Staff if they had any questions. |
| b. January 2023 Ground Transportation Statistics | Item was not presented. Commission was advised to inform Staff if they had any questions. |
| c. January 2023 Parking Revenue Statistics | Item was not presented. Commission was advised to inform Staff if they had any questions. |

Note: Item No. 10 was taken out of order.

10. ITEMS PULLED FROM CONSENT CALENDAR

Commissioner Ovrom rescinded his request to review Item No. 5.c. Annual Review and Adjustment of Noise Violation Fines. Staff briefly updated the Commission on the annual review and the increased rates involved with the fine adjustments.

5. CONSENT CALENDAR

- | | |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| c. Annual Review and Adjustment of Noise Violation Fines | At its meeting special meeting on March 6, 2023, the Legal, Government and Environmental Affairs Committee voted (2–0, 1 absent) to recommend that the Commission authorize an increase to the noise fines associated with restricted operations as defined in Airport Noise Rues 8 and 9 in accordance with the annual adjustment of noise violation fees required by Resolution No. 382. |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Rule 8 prohibits activities between 10:00 p.m. and 7:00 a.m. The revised first-time fine is \$1,839 and the fine for subsequent violations is \$2,670.

Rule 9 prohibits the operation of “noisy” aircraft (determined pursuant to FAA classifications) between 10:00 p.m. and 7:00 a.m. The revised fine for each violation is \$5,348.

MOTION

Commissioner Quintero moved approval of this item; seconded by Commission Williams.

MOTION APPROVED

There being no objection, the motion was approved (7–0, 2 absent).

AYES: Commissioners Gabel-Luddy, Williams, Najarian, Devine, Ovrom, Dyson, Quintero

NOES: NONE

ABSENT: Commissioners Hampton and Wilson

9. CLOSED SESSION

The meeting convened to Closed Session at 10:53 a.m.

**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)

**Meeting Reconvened to
Open Session**

The meeting was reconvened to open session at 11:10 a.m. with seven (7) Commissioners present.

Closed Session Report

There was nothing to report from Closed Session.

11. EXECUTIVE DIRECTOR COMMENTS

The Executive Director had no comments to present to the Commission.

12. COMMISSIONER COMMENTS

(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for a future meeting.)

There were no comments made by the Commissioners.

13. PUBLIC COMMENT

There were no public comments.

14. ADJOURNMENT

The meeting was adjourned at 11:12 a.m.

Emily Gabel-Luddy, President

Ara Najarian, Secretary

Date

Date

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
APRIL 17, 2023**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT
ART IN PUBLIC PLACES
REGIONAL INTERMODAL TRANSPORTATION CENTER**

Prepared by Scott Kimball
Deputy Executive Director Operations, Business, and SMS

SUMMARY

At its meeting on April 3, 2023, the Legal, Government and Environmental Affairs Committee ("Committee") voted unanimously (3-0) to recommend that the Commission award a Professional Services Agreement ("Agreement"), copy attached, in the amount of \$59,200 to Ms. Sarah Fernandez for the creation of artwork in satisfaction of the City of Burbank's Art in Public Places ("APP") requirement for the Regional Intermodal Transportation Center ("RITC") at Hollywood Burbank Airport ("Airport").

BACKGROUND

In September 2015, through a competitive Request for Proposal ("RFP") process, the Authority retained the services of an Art Consultant. The Authority subsequently retained the services of an artist to create artwork in satisfaction of the City of Burbank's APP program. Those relationships were dissolved in the fall of 2018.

Staff presented a different approach in the summer of 2019, however, this suggestion did not meet the expectations of the Commission. While staff was reviewing alternatives to meet the APP requirement, most activities were suspended due to the COVID-19 pandemic.

Staff continued to work on this project and obtained the Commission's approval of an "Extension of Deferral of Art Covenant Agreement" with the City of Burbank in September 2021. This extension gives the Authority until August 12, 2023 to complete the project.

In December 2021, staff presented to the Commission various artwork styles for consideration. The Commission approved an Aviation History theme with direction to staff to utilize a Retro/Vintage art style.

PROCUREMENT

In order to develop an RFP for the RITC Art Panel Project and to assist with the review, evaluation and installation of the artwork, staff obtained support services from Anyone Collective LLC. The RFP was posted through PlanetBids system in October 2022 and reposted in December 2022 due to a lack of response from the initial posting.

The second posting garnered more interest from the artist community with the following table identifying the evaluation panel's weighted proposal and interview scores for each proposer:

Selection Criteria	SC-1	SC-2	SC-3		TOTAL
	Experience, Background and Past Performance	Technical Approach	Proposed Fee	Interviews	
Weighting Factor:	1	1	1	1	
Maximum Points Possible	30	30	25	15	100
ARTIST:					
Cruglez Stermann Studio	19	18	25	na	62
Arteclettica	21	14	19	na	54
JM Rizzi Studio	28	23	11	8	70
Martha Spak	26	28	10	11	75
Sarah Fernandez	26	29	12	14	81
Sijia Chen Studio	24	21	13	na	58
The Color Dreamers	19	18	12	na	49

Based on the average of the evaluation panel's scores, Sarah Fernandez has been deemed the proposer with the highest score. Ms. Fernandez is a local area artist and has demonstrated that the project timeline can be achieved.

Under the terms of the Agreement, Ms. Fernandez will design and produce six original digital paintings/drawings that the Authority will reproduce and place on existing tube steel structures on the Hollywood Way side of the RITC. The Agreement requires Ms. Fernandez to attend three Commission meetings to receive feedback on her artwork concept and does not allow final artwork preparation to begin until the Commission has approved a concept. The Authority will have full ownership of the artwork and will be able to display the original artwork at designated sites in the Airport terminal. The entire project, including design, production and installation, is anticipated to be completed in August 2023.

BUDGET

This item is not included in the approved FY 2023 budget. Funding for this program will need to be included in the proposed FY 2024 budget with the source of funds provided through the RITC CFC construction account which maintains the funding for the RITC Art in Public Places requirement.

RECOMMENDATION

At its meeting on April 3, 2023, the Committee voted unanimously (3–0) to recommend that the Commission approve the Agreement in the amount of \$59,200 for the creation of public artwork for the RITC and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
APRIL 17, 2023**

**REPLACEMENT PASSENGER TERMINAL
DESIGN CONCEPT SELECTION**

Presented by Frank R. Miller
Executive Director

SUMMARY

Staff seeks the Commission's adoption of proposed Resolution No. 500, copy attached as Exhibit 1, to approve a design concept for the Replacement Passenger Terminal ("RPT") Project.

BACKGROUND

On February 7, 2017, the Development Agreement ("DA") between the Authority and the City of Burbank for the RPT Project went into effect. The DA provides the Authority with a vested right to construct a 14-gate replacement terminal with a maximum area of 355,000 square feet.

Exhibit H of the DA requires the Authority to make certain findings regarding design values when selecting the design concept for the RPT Project. The required findings are:

- Where possible, the interior of the terminal shall be visually opened to the outside.
- Architectural style, colors, and materials for the terminal shall be applied to adjacent parking structures, so there is consistency between the terminal and structures. Design, materials and construction shall conform to principles of environmental sustainability.
- Form and appearance shall not be sacrificed for function. The terminal and related structures should have both.
- The design shall promote a truly multi-modal experience and link to mass transit.
- The design shall deliver memorable "gateway experiences" for visitors who begin and end their visit at the airport.

In 2019, in accordance with the DA, the Authority conducted a series of design charrette workshops to obtain community input on the RPT Project's design features. In addition to six Burbank workshops required by the DA, the Authority held workshops in Glendale, Pasadena, and Los Angeles. More than 500 people participated in the workshops in person, and dozens more participated online.

On February 6, 2023, the Commission adopted Resolution No. 499 to, among other things, establish a voting procedure for the RPT Project design concept selection. Pursuant to that resolution, Commissioners shall each vote for their first choice of the three design concepts. If no design concept receives a majority of votes, then there shall be a second voting round. The design concept that received the fewest votes in the first voting round shall not be

included in the second voting round. If there is a tie vote in the first voting round, Commissioners shall continue discussing the conceptual designs until a Commissioner decides to break the tie. In the event of a second voting round, Commissioners shall each vote for their first choice of the two remaining design concepts.

At the March 13, 2023, Commission meeting, Holder, Pankow, TEC - A Joint Venture ("HPTJV"), the design-build team for the RPT Project, presented three preliminary design concepts that reflect the characteristics of the Burbank-Glendale-Pasadena region. The "Century" concept is influenced by mid-Century architecture and consists of simple forms, clean lines, an entry into a light-filled hall, and an exit with a view through a corridor. The "Icon" concept is inspired by the glitz and glamour of Hollywood, includes an overarching canopy that morphs into the façade of the garage, and is reminiscent of a silver screen in a public plaza. The "Paseo" concept is indicative of intimacy and human scale, connects to the outdoors, and combines light and shadows. HPTJV presented the final renderings for the design concepts at the April 3, 2023 Commission meeting.

There has been significant outreach to solicit public comment on the design concepts. Renderings have been posted online at elevatebur.com and poster boards have been displayed within the terminal, at the City Halls of Burbank, Glendale, and Pasadena, and in Burbank libraries. The poster boards included a QR code connecting to elevatebur.com where feedback could be submitted. As of the preparation of this staff report, more than 406 responses had been submitted.

RECOMMENDATION

Staff recommends that the Commission choose the design concept for the RPT Project and adopt the attached Resolution No. 500 to memorialize the selection.

Attachments:

Exhibit 1: Proposed Resolution No. 500

RESOLUTION NO. 500

**A RESOLUTION OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION
APPROVING A DESIGN CONCEPT FOR THE
REPLACEMENT PASSENGER TERMINAL PROJECT**

The Burbank-Glendale-Pasadena Airport Authority Commission resolves as follows:

Section 1. Findings.

A. On February 7, 2017, the development agreement (“DA”) between the Burbank-Glendale-Pasadena Airport Authority (“Authority”) and the City of Burbank for the Replacement Passenger Terminal (“RPT”) Project went into effect. The DA provides the Authority with a vested right to construct a 14-gate replacement terminal with a maximum area of 355,000 square feet.

B. From March to October 2019, the Authority conducted a series of design charrette workshops to obtain community input on the RPT Project’s design features.

C. On December 19, 2022, following a competitive procurement process, the Authority Commission awarded Holder, Pankow, TEC - A Joint Venture (“HPTJV”) a design-build agreement for the RPT Project.

D. On February 6, 2023, the Authority Commission adopted Resolution No. 499 to, among other things, establish a voting procedure for the selection of a design concept for the RPT Project.

E. On March 13, 2023, HPTJV presented to the Authority Commission three preliminary design concepts for the RPT Project: (i) the “Century”; (ii) the “Icon”; and (iii) the “Paseo”.

F. On April 3, 2023, HPTJV presented to the Authority Commission final renderings for the three design concepts for the RPT Project.

G. On April 17, 2023, the Authority Commission held a duly noticed public hearing to consider the selection of the design concept for the RPT Project.

H. The DA requires the Authority to make certain findings regarding design values when selecting the design concept for the RPT Project.

I. The Authority Commission has considered the results of the design charrette workshops, the design values specified in the DA, and public feedback on the three design concepts presented by HPTJV.

Section 2. Design Concept Selection. The Authority Commission hereby selects the _____ design concept as the final design concept for the RPT Project. The Authority

Commission finds that this design concept is consistent with the results of the design charrette workshops and with all of the following findings specified in the DA:

A. Where possible, the interior of the terminal shall be visually opened to the outside.

B. Architectural style, colors, and materials for the terminal shall be applied to adjacent parking structures, so there is consistency between the terminal and structures. Design, materials and construction shall conform to principles of environmental sustainability.

C. Form and appearance shall not be sacrificed for function. The terminal and related structures should have both.

D. The design shall promote a truly multi-modal experience and link to mass transit.

E. The design shall deliver memorable “gateway experiences” for visitors who begin and end their visit at the airport.

Section 3. Effective Date. This Resolution shall be effective upon adoption.

Adopted this 17th day of April, 2023.

Emily Gabel-Luddy, President

Attest:

Ara Najarian, Secretary

ARTWORK COMMISSION AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Sarah Fernandez)

This Artwork Commission Agreement (“Agreement”) is dated April 17, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”) and Sarah Fernandez (“Artist”).

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”). The Airport includes a three-story Regional Intermodal Transportation Center (“RITC”) containing sixteen art columns, 36’ x 21’ curved steel frames, intended to display different forms of art.

B. The parties are executing this Agreement to provide for the following: (i) the Authority’s commissioning of Artist to create and deliver six original digital paintings/drawings (collectively, “Artwork”) to be reproduced and enlarged for display in the RITC art columns; and (ii) the Authority’s purchase from Artist of the original Artwork and all intellectual property rights associated with the Artwork.

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. “APP Committee”: the City of Burbank Art in Public Places Committee.
- B. “Artwork Guidelines”: the Artwork Guidelines set forth in the attached Exhibit A.
- C. “Authority Commission”: the Burbank-Glendale-Pasadena Airport Authority Commission.
- D. “Executive Director”: Frank R. Miller or any designee or successor thereof.
- E. “Federal Requirements”: the federal requirements set forth in the attached Exhibit D, which are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.
- 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. “Project Manager”: Scott Kimball.
- H. “Project Timeline: the Project Timeline set forth in the attached Exhibit B.

I. "Title Transfer": the Title Transfer instrument set forth in the attached Exhibit C.

2. Services.

A. Artist shall perform all services and furnish all supplies as necessary for the creation and delivery of the Artwork to the Airport as a work-for-hire project in accordance with the Artwork Guidelines and the Project Timeline.

B. Artist shall be available with reasonable advance notice to attend three Authority Commission meetings to receive feedback on Artist's concept for the Artwork. Artist shall revise the concept up to three times based on consensus feedback of the Authority Commission. Artist shall also be available to attend one APP Committee meeting.

C. Artist shall not proceed with final preparation of the Artwork until a concept has been approved by the Authority Commission, which approval may be granted in the sole and absolute aesthetic discretion of the Authority Commission.

D. Artist shall provide the Authority with final artwork files delivered as vector. Accepted file formats include: AI (Adobe Illustrator), EPS (Encapsulated PostScript), PDF (Portable Document Format), and SVG (Scalable Vector Graphics).

E. Artist shall provide the Authority with an executed Title Transfer for the Artwork.

F. Artist shall be available with reasonable advance notice to attend the installation ceremony for the Artwork reproductions in the RITC art panels. Artist shall not publicly display the Artwork, in whole or in part, prior to such ceremony.

3. Term.

A. This Agreement shall commence upon execution and shall expire upon completion of the services unless earlier terminated by the Authority pursuant to paragraph (B) below. Time is of the essence in the performance of this Agreement.

B. If Artist breaches this Agreement and fails to cure such breach within 10 days of written notice, then the Authority may immediately terminate this Agreement for cause. The Authority may terminate this Agreement for convenience upon five days prior written notice to Artist. In the event of termination of this Agreement, Artist shall be paid for completed services that are mutually agreed upon by the parties. In no event shall Artist be entitled to receive after termination more than the amount that would be paid for full performance of this Agreement.

4. Compensation.

A. For performance of this Agreement, the Authority shall pay Artist a lump sum fee of \$59,200.00. Payment shall be remitted in two installments on a milestone-basis as set forth below:

<u>Milestone</u>	<u>Payment Amount</u>
Project Kick-Off Meeting, Project Administration and Materials	\$8,200.00
Artwork and Title Transfer Delivery	\$51,000.00

B. Artist agrees to accept such fee as full satisfaction for: (i) Artist's performance of this Agreement inclusive of three concept revisions for the Artwork; and (ii) the Authority's purchase from Artist of the original Artwork and all intellectual property rights associated with the Artwork.

C. The Authority shall remit payments to Artist within five business days after the applicable milestone. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Artist shall pay all required taxes on the payments.

5. Ownership and Intellectual Property Rights.

A. To the fullest extent permitted by law the Authority shall exclusively own the Artwork and all worldwide intellectual property rights (including copyright) associated with the Artwork. Without limiting the generality of the preceding, for purposes of Civil Code Section 982, Artist specifically transfers to the Authority the right of reproduction. Artist acknowledges that, on a royalty-free basis, the Authority shall be entitled to make, use, and exploit two-dimensional reproductions of the Artwork (in whole or in part) in all graphic media (now known and later developed) for commercial and noncommercial purposes.

B. Artist may use reproductions of the Artwork for portfolio purposes only. Artist shall not otherwise reproduce the Artwork in any form, and shall not grant permission for others to create reproductions of the Artwork in any form, without the prior approval of the Executive Director.

6. Waiver of Moral Rights. Artist waives, releases, and disclaims any rights, demands, or claims against the Authority and its officers, employees, agents, successors and assigns as may arise under the Visual Artists Rights Act (17 U.S.C. Sections 106A and 113(d)), the California Art Preservation Act (Civil Code Section 987), or any other local, state, federal, or international laws that convey rights of the same nature or any other type of moral right protecting the integrity of a work of art. Artist acknowledges that the Authority may modify, destroy, relocate, or cease to publicly display the reproductions of the Artwork and the Artwork itself. In the event of any modification or destruction of the Artwork, Artist will have the right, upon written notice to the Authority, to disclaim authorship of the Artwork.

7. Warranties.

A. Artist makes the following warranties of design and title:

1. The Artwork is unique, is an edition of one, and does not infringe upon any copyright or the rights of any person or entity.

2. The transfer of title to the Artwork is free from claims, liens, or charges by any person.

B. Artist makes the following warranties of quality and condition: all work is performed in accordance with professional “workmanlike” standards.

C. Artist’s warranties and the Authority’s remedies under this Section shall survive the termination or expiration of this Agreement.

8. Authority Responsibilities.

A. The Authority shall be responsible for framing of the Artwork.

B. The Authority shall be responsible for preparation of enlarged reproductions of the Artwork for display in the RITC art panels.

C. The Authority will be responsible for maintenance, repair, and restoration of the Artwork reproductions.

9. Independent Contractor Status. Artist is, and shall at all times remain as to the Authority, an independent contractor. Artist 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 Artist except as set forth in this Agreement.

10. Indemnification.

A. Artist 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 Artist in connection with this Agreement.

B. Artist’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.

11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during regular business hours or by e-mail before or during regular business hours; (b) the business day after delivery, if delivered by e-mail after the 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. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid.

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Scott Kimball
E-mail: SKimball@bur.org

Artist
Sarah Fernandez
219 N Avenue 51, Unit 104
Los Angeles, CA 90042
E-Mail: learnfern@icloud.com

12. Assignability. The personal skill, judgment and creativity of Artist are an essential element of this Agreement. Therefore, although the parties recognize that Artist may employ qualified personnel to work under Artist's supervision, Artist shall not assign, transfer or subcontract the creative and artistic portions of the Artwork to another party without the Authority's prior written consent. Any such purported assignment without written consent shall be null and void.

13. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might apply. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa; "shall" is mandatory, "may" is permissive; "include," "includes," and "including" are illustrative and nonexhaustive; and "regular business hours" means 8:00 a.m. – 5:00 p.m., Monday-Friday, excluding holidays.

14. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, 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. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

18. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Artwork. This Agreement supersedes all

prior oral or written negotiations, representations and contracts related to the Artwork. 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, Artist has signed below and the Authority has caused its duly authorized representatives to sign below.

Artist



Sarah Fernandez

Authority

Burbank-Glendale-Pasadena Airport Authority

Emily Gabel-Luddy, President

Approved as to form:

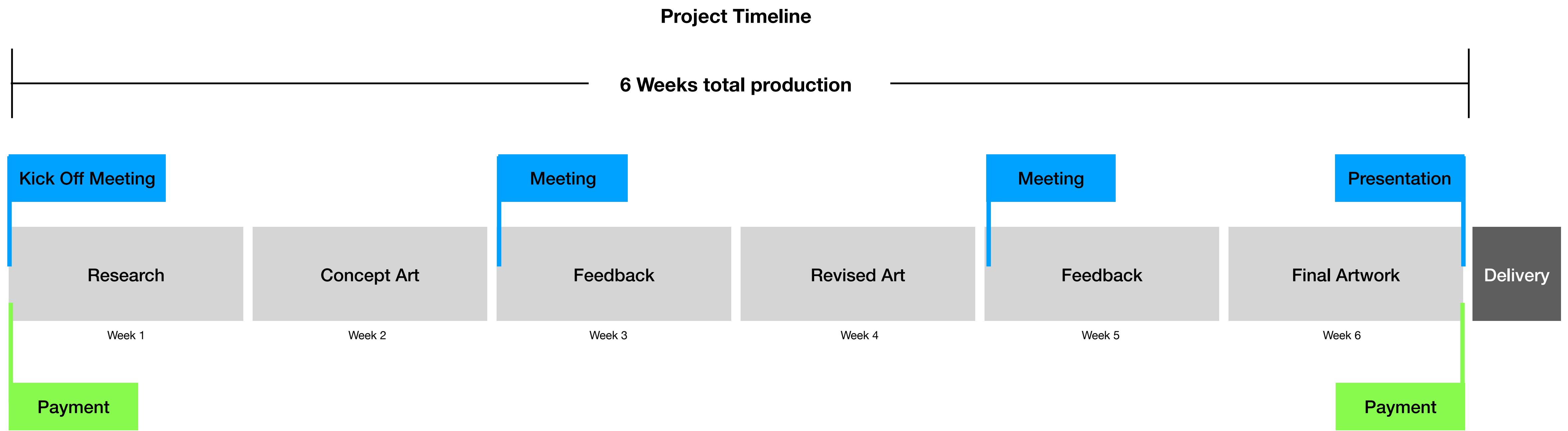
Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Artwork Guidelines

1. Theme: Aviation History
2. Aesthetic: Retro/Vintage Travel Poster
3. Minimum Size: each digital painting/drawing shall be at 1/4 scale (41.75 inches wide by 111 inches high) and at least 150 DPI (dots per inch) resolution.

EXHIBIT B
Project Timeline

(attached)



Meetings

Authority Legal Committee Meeting : June 5th, 2023
Authority Commission Meeting : June 19th, 2023
City of Burbank APP Committee Meeting : TBD, after June 19th, 2023

EXHIBIT C
Title Transfer

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, the undersigned Artist sells, transfers, and conveys to the Burbank-Glendale-Pasadena Airport Authority all ownership in and all worldwide intellectual property rights (including copyright) associated with the following work-for-hire Artwork.

Artwork Description: six digital paintings/drawings/paintings

Artwork Title: [Artwork title]

EXECUTED:

Artist Name: _____

Artist Signature: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____ before me, _____,
Notary Public, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity, and that by his/her/their signature(s) on the
instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

EXHIBIT D
Non-AIP Project Federal Requirements

Note: For purposes of this Exhibit, the term “Contractor” refers to Artist.

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

A. 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 USC § 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 USC § 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 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination 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. 74087 (2005)];

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 USC § 1681, et seq).

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) 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.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor 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.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor 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 the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor 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 Sponsor 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, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor 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. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.