



October 2, 2025

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

NOTICE is hereby given that a regular meeting of the Legal, Government and Environmental Affairs Committee will be held on Monday, October 6, 2025, at 8:30 a.m., in the Burbank Room of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 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: (701) 802-5334
Access Code: 2451017#

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

REGULAR MEETING
OF THE
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
Burbank Room
Monday, October 6, 2025
8:30 a.m.



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

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

- *Turn off cellular telephones and pagers.*
- *Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.*
- *If you desire to address the Committee during the public comment period, fill out a speaker request card and present it to the Board Secretary.*
- *Confine remarks to agenda items or to Airport-related non-agenda matters that are within the Committee's subject matter jurisdiction.*
- *Limit comments to 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 Committee less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.



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

AGENDA

Monday, October 6, 2025

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes
 - a. August 18, 2025 [See page 1]
5. Items for Approval
 - a. Professional Services Agreement
Trifiletti Consulting, Inc. [See page 4]

Staff seeks a Legal, Government and Environmental Affairs Committee recommendation to the Commission to approve a proposed Professional Services Agreement ("Agreement") with Trifiletti Consulting, Inc. for continued environmental consulting services required to maintain compliance with the Memorandum of Understanding between the Authority and the South Coast Air Quality Management District. This also includes the implementation of the Authority's voluntary measures identified in the Air Quality Improvement Plan. The proposed Agreement is for the period from November 1, 2025 to October 31, 2026, and is in the not-to-exceed amount of \$75,000.
6. Items for Information
 - a. Committee Pending Items [See page 6]
7. Adjournment

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

MONDAY, AUGUST 18, 2025

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 8:30 a.m., by Commissioner Gabel-Luddy.

1. ROLL CALL

Present:	Commissioners Gabel-Luddy, Najarian and Lyon
Absent:	None
Also Present:	Staff: John Hatanaka, Executive Director; Kathy David, Senior Deputy Executive Director; Madeleine Zavala, Senior Manager, Business and Properties; Richard Grise, Internal Auditor; Greg Rabinovitz, Chief of Staff Perry Martin, Sr. Program Manager; Roger Johnson, Executive Program Advisor, Jacobs Project Management Co. Authority Counsel: Terence Boga, Esq., Richards, Watson & Gershon

2. Approval of Agenda

Motion	Commissioner Najarian moved approval of the agenda seconded by Commissioner Lyon.
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Motion Approved	The motion was approved (3–0).
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3. Public Comment

There were no public comments.

4. Approval of Minutes

a. July 21, 2025

A draft copy of the Committee meeting minutes of the July 21, 2025 meeting was included in the agenda packet for review and approval.

Motion	Commissioner Najarian moved approval of the Committee meeting minutes, seconded by Commissioner Lyon.
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Motion Approved	The motion was approved (3–0).
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5. Items for Approval

a. Approval of Aid-In-Construction Deposit to City of Burbank Replacement Passenger Terminal Project

Staff sought a recommendation from the Legal, Government and Environmental Affairs Committee to the Commission to approve an Aid-In-Construction deposit request from the City of Burbank on behalf of Burbank Water and Power for the Replacement Passenger Terminal electrical power infrastructure.

Motion

Commissioner Najarian moved approval of the recommendation, seconded by Commissioner Gabel-Luddy.

Motion Approved

The motion was approved (3–0).

b. Eighth Amendment to Fixed Base Operator Lease and Concession Agreement – Van Nuys Skyways, Inc.

Staff sought a recommendation from the Legal, Government and Environmental Affairs Committee (“Committee”) to the Commission to approve a proposed Eighth Amendment (“Amendment”) to the Fixed Base Operator (“FBO”) Lease and Concession Agreement with Van Nuys Skyways, Inc (“VNS”). The proposed Amendment allows VNS to operate its FBO Concession at Hollywood Burbank Airport under the trade name “Hollywood Burbank Jet Center.”

Motion

Commissioner Najarian moved approval of the recommendation, seconded by Commissioner Lyon.

Motion Approved

The motion was approved (3–0).

c. Records Retention and Destruction

Staff sought a recommendation from the Legal, Government and Environmental Affairs Committee to the Commission for approval of destruction of certain obsolete Authority records under the Authority’s Records Retention and Destruction Policy. This proposed records management effort is part of an ongoing protocol to eliminate storage of outdated records consistent with record retention requirements under Resolution No. 465.

Motion

Commissioner Lyon moved approval of the recommendation, seconded by Commissioner Najarian.

Motion Approved

The motion was approved (3–0).

6. Items for Information

a. Committee Pending Items

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

7. Adjournment

There being no further business to discuss, the meeting was adjourned at 8:53 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
OCTOBER 6, 2025**

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

Presented by Maggie Martinez
Director, Noise & Environmental Affairs

SUMMARY

Staff seeks a Legal, Government and Environmental Affairs Committee (“Committee”) recommendation to the Commission to approve a proposed Professional Services Agreement (“Agreement”) with Trifiletti Consulting, Inc. (“Trifiletti”), copy attached, for continued environmental consulting services required to maintain compliance with the Memorandum of Understanding (“MOU”) between the Authority and the South Coast Air Quality Management District (“SCAQMD”). This also includes the implementation of the Authority’s voluntary measures identified in the Air Quality Improvement Plan (“AQIP”). The proposed Agreement is for the period from November 1, 2025, to October 31, 2026 and is in the not-to-exceed amount of \$75,000.

BACKGROUND

In 2016, SCAQMD created an Air Quality Management Plan (“AQMP”) which is intended to achieve the National Ambient Air Quality Standards for the South Coast Air Basin. The AQMP lists various measures to reduce Nitrogen Oxides (“NOx”) and Volatile Organic Compounds (“VOC”), Particulate Matter (“PM”) PM2.5, lead, and diesel particulate matter from non-aircraft sources. All airport operators in the basin were required by the AQMP to create an AQIP which specifically outlines actions and goals to reduce emissions in and around their facility. To memorialize the implementation terms for certain AQIP measures, each airport operator in the basin executed an MOU with the SCAQMD in 2019.

In 2017, the Authority retained Trifiletti for its expertise to lead the negotiations with SCAQMD and secure the adoption of the MOU, as well as to develop the AQIP that is now approved by SCAQMD. One of the requirements with SCAQMD is submission of annual reports on progress made toward achieving the goals contained in the MOU. Trifiletti was further retained, due to the knowledge of the requirements being imposed on all the impacted South Coast Air Basin airports, to assist Staff with submitting the data in connection with the adoption of the AQIP, negotiating the final elements of the MOU with SCAQMD, and generating the required periodic reports. The MOU between the Authority and SCAQMD has been in effect since December 17, 2019.

Since the first reporting period in 2020, Trifiletti has provided support services to the Authority for the timely preparation of required annual reports. Trifiletti’s services ensure the Authority is and remains in compliance with the MOU. Trifiletti is also tasked with monitoring MOU-related and airport-related regulatory actions at SCAQMD. These services include development of required emissions inventories and mandatory annual progress reports. The proposed

Agreement will continue to retain Trifiletti for the necessary support needed to meet the mandatory MOU reports for Calendar Year 2025, including related coordination meetings with the SCAQMD. Services also include project support for the implementation and monitoring of the Authority's voluntary AQIP measures with SCAQMD.

Regarding the firm itself, Trifiletti is a registered Women-owned Business Enterprise ("WBE"), Latino-owned Business Enterprise ("LBE"), Minority-owned Business Enterprise ("MBE"), Disadvantaged Business Enterprise ("DBE"), and Small Business Enterprise ("SBE") with the City of Los Angeles, the County of Los Angeles, and the Los Angeles County Metropolitan Transportation Authority ("Metro"). Its principal, Lisa Trifiletti, previously served as the Deputy Executive Director for Environmental Affairs at Los Angeles World Airports.

DETAILS

The current Agreement with Trifiletti is a one-year contract which has an expiration date of October 31, 2025. In order to maintain continuity with SCAQMD for the reporting under the MOU initiatives, Staff seeks to retain Trifiletti for the annual required calendar year-end basis qualitative reporting; the qualitative emissions report; and supporting the implementation and monitoring of the Authority's voluntary AQIP measures. Trifiletti's services under the proposed Agreement are billable on a time and materials basis with a not-to-exceed amount of \$75,000.

The following documents are included in the proposed Agreement as exhibits for reference:

- A. Scope of Services
- B. Trifiletti Consulting Fees
- C. CDM Smith, subcontractor to Trifiletti, Scope of Work

FUNDING

The adopted FY 2026 budget includes appropriations for these required services.

STAFF RECOMMENDATION

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

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
OCTOBER 6, 2025
COMMITTEE PENDING ITEMS**

Future

1. Informational Update - Other SoCal Airport Noise Programs
2. LEEDS to Density Presentation (City of Burbank - Golden State Plan)

Tentative Presentation

October 20, 2025
TBD

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Trifiletti Consulting, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated October 20, 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Trifiletti Consulting, Inc. ("Consultant"), a California corporation ("Consultant").

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: environmental, entitlement, land use, sustainability, and governmental consulting.

B. Consultant represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Airport Rules and Regulations": July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. "Contract Administrator": Maggie Martinez or a duly authorized designee.

C. "Contract Limit": \$75,000.

D. "Executive Director": John T. Hatanaka or a duly authorized designee.

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

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

G. "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.

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

I. "Proposal": Consultant's August 28, 2025 proposal set forth in the attached Exhibit A.

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

2. Services.

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.

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

C. In the event any claim is brought against the Authority relating to Consultant's work under this Agreement, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

3. Term.

A. This Agreement shall commence on November 1, 2025 and shall expire on October 31, 2026 unless terminated by either party pursuant to paragraph (B) below.

B. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

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

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

6. Airport Rules and Regulations. Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com), and Consultant may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

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

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

9. Conflict of Interest. Consultant shall not maintain or acquire any financial interest that may be affected by its work under this Agreement. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with its work under this Agreement.

10. Indemnification.

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever (collectively, "Liabilities") that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole

negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

11. Insurance. Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements.

12. Suspension. The Contract Administrator may suspend all or any part of Consultant's work for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

13. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. 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 but such notice shall be deemed received on the day of e-mail delivery.

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Maggie Martinez
E-mail: MMartinez@bur.org

Consultant
Trifiletti Consulting, Inc.
1545 Wilshire Blvd., Suite 700
Los Angeles, CA 90017
Attn: Lisa Lopez Trifiletti, Principal
E-mail: lisa@trifiletticonsulting.com

14. Assignability.

A. Except as provided in paragraph (B) below, Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

B. Consultant may subcontract with CDM Smith Inc. for the subconsultant work identified in Exhibit A.

15. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

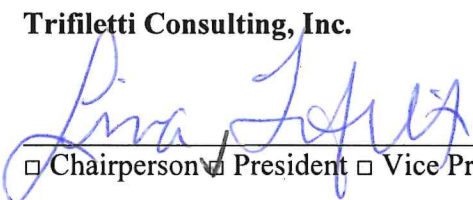
16. Exhibits. Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit A or B, the provisions of this Agreement shall prevail. In the event of any material discrepancy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

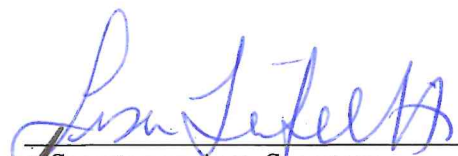
17. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

18. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

Trifiletti Consulting, Inc.


☐ Chairperson ☒ President ☐ Vice President


☒ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

Burbank-Glendale-Pasadena Airport Authority

Jess Talamantes
President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Proposal

(attached)



August 28, 2025

Maggie Martinez
Director, Noise and Environmental Affairs
Hollywood Burbank Airport
2627 N. Hollywood Way
Burbank, CA 91505

Subject: Trifiletti Consulting, Inc. (Trifiletti) Professional Services Agreement

Dear Ms. Martinez,

Trifiletti Consulting is grateful for the opportunity to work with the Burbank-Glendale-Pasadena Airport Authority (Authority) to continue to provide the Authority with the required environmental consulting in connection with the South Coast Air Quality Management District (SCAQMD) Memorandum of Understanding (MOU) and related air quality and sustainability measures. Trifiletti proposes to perform the services set forth in Exhibits A and C in the amount of \$75,000 for services rendered from November 1, 2025, to October 31, 2026.

For your review and consideration, enclosed is Exhibit A, which provides a detailed description of the proposed scope of work. Exhibit B provides a breakdown of the costs and fees associated with the proposed scope of work. Exhibit C provides a detailed scope and fee proposal for Trifiletti's subconsultant, CDM Smith, to perform the annual airport emissions inventory and reporting to the SCAQMD.

We are dedicated to working with the Hollywood Burbank Airport on this important project and are available to answer questions you have regarding any aspect of the scope of work or budget described below.

Sincerely,

Lisa L. Trifiletti, Principal
Trifiletti Consulting
(310) 738-2099 cell

EXHIBIT A

Scope of Services

Trifiletti Services

Trifiletti Consulting Inc. (Trifiletti) shall assist Hollywood Burbank Airport by providing the following environmental, entitlement, land use, sustainability and governmental consulting on complex airport and transportation aviation projects and related professional services:

Environmental Consulting/Advisory Services:

- Advise on sustainability policies as necessary to support entitlement efforts at Hollywood Burbank Airport, including but not limited to coordination with the South Coast Air Quality Management District (“SCAQMD”) on updates to future Air Quality Management Plans (“AQMP”), the Southern California Association of Governments’ (“SCAG”) latest Regional Transportation Plans, and its relationship to future Memoranda of Understanding (“MOU”) with the SCAQMD.
- Advise on air quality improvement and sustainability policies as necessary to support the entitlement efforts at Hollywood Burbank Airport, including but not limited to coordination with SCAQMD on airport-related updates to the future AQMPs, SCAG’s latest Regional Transportation Plans, and its relationship to future MOUs with the SCAQMD.
- Provide strategic land use, environmental, entitlement, real estate, transportation, and governmental/public outreach consulting for airport projects, and advise, review, or prepare, as requested, environmental review documents for airport projects in compliance with the California Environmental Quality Act and the National Environmental Policy Act.
- Manage and partner with subconsultant, CDM Smith, to develop the 2023 annual emission inventories required under Burbank’s MOU with the SCAQMD. CDM Smith’s detailed scope and fee is depicted in Exhibit C.
- Lead the facilitation and coordination work with the SCAQMD, including the production of the annual status report to the SCAQMD and representation at the SCAQMD Airports Working Group, Mobile Source Committee, and SCAQMD Board Meetings, as requested by the SCAQMD.
- Provide project support on the implementation and monitoring of Air Quality Improvement Program (AQIP) measures and other sustainability initiatives as requested by the Airport.
- Prepare materials to promote sustainability achievements at the Hollywood Burbank Airport including, but not limited to, web page updates, fact sheets, press releases, as requested by Hollywood Burbank Airport.

All consulting services and related professional services shall be completed to the satisfaction of the Hollywood Burbank Airport Deputy Executive Director of Planning & Development or any other appropriate designee of the Executive Director.

All advice provided by Trifiletti shall be reviewed in a significant, substantive manner by Hollywood Burbank Airport Deputy Executive Director of Planning & Development or any other appropriate designee of the Executive Director, and Trifiletti shall not have the independent authority to enter into or approve any contracts, issue any permits, or adopt or approve any plan, report, policy, etc., on behalf of Hollywood Burbank Airport.

When interacting with Hollywood Burbank Airport personnel, other Agencies, stakeholders, the public, etc. pursuant to this Agreement, Trifiletti shall solely represent Hollywood Burbank and its interests.

EXHIBIT B

Fee Schedule

Trifiletti proposes to assist Hollywood Burbank Airport by providing expert environmental, entitlement, sustainability, land use, and governmental consulting on complex airport and transportation aviation projects and related professional consulting services, not to exceed \$75,000 for services rendered November 1, 2025, through October 31, 2026. This amendment total includes a budget of approximately \$31,000 for Trifiletti's services at the hourly rates of:

Lisa Trifiletti, Principal	\$395 per hour
Tami McCrossen-Orr Director	\$290 per hour
Environmental Specialist	\$205 per hour
Planning Associate	\$150 per hour

CDM Smith's services shall be provided for a budget of approximately \$43,402 as described in more detail in Exhibit C.

Direct expenses such as parking, copy fees, database research, authorized travel and related expenses will be billed at actual costs.

Any out-of-state or long-distance travel required to conduct the above-mentioned workplace investigations, compliance training or related services shall be approved in advance by the Executive Director or an authorized designee.



EXHIBIT B

CDM Smith Scope of Services

In 2019, the Burbank-Glendale-Pasadena Airport Authority (the Authority) entered into a Memorandum of Understanding (MOU) with the South Coast Air Quality Management District (SCAQMD) for the voluntary control of non-aircraft emissions at Hollywood Burbank Airport ("BUR"; or "the Airport"). Under the terms of the MOU, beginning in 2021 and in each year thereafter through 2032 (a total of 12 years), the Authority will provide a report detailing an inventory of equipment and emissions from ground support equipment (GSE) in operation during the previous calendar year at the Airport. The MOU also includes a requirement for the Authority to report on shuttle bus electrification progress at BUR and an inventory of equipment and emissions from airport shuttles.

This scope covers tasks that CDM Smith will perform in support of the Authority's annual MOU reporting obligations for calendar year 2025 and related air quality or sustainability measures.

Task 1: Task Management and Meetings

CDM Smith will work closely with the Airport staff throughout the development and review of inventories, emission reduction estimates, and other elements of this task order to execute agreed-upon and appropriate analytical approaches, identify applicable assumptions, facilitate the smooth transfer of information, and ensure document quality. The CDM Smith project manager or technical lead will attend meetings with Airport staff and Trifiletti Consulting and will provide periodic status reports via telephone and/or e-mail, as directed. As requested, CDM Smith will support the Authority in coordinating and negotiating with SCAQMD pertaining to the Airport's air quality needs included within this scope.

Associated with this scope, described in greater detail below, CDM Smith staff may attend up to 5 virtual meetings with Airport staff and up to 3 additional virtual meetings with SCAQMD.

Task 2: Memorandum of Understanding Inventory Development and Reporting Support

CDM Smith will support Burbank in preparing GSE and airport shuttle data requests for fleet operators. Additionally, CDM Smith will conduct quality review of collected fleet data and develop the GSE emission factors and inventories, including methodology and calculations. Further, CDM Smith will support development of slides and talking points for the SCAQMD Mobile Source Working Group Meeting and SCAQMD Mobile Source Committee Meeting for presentation of MOU report results to SCAQMD and the public. The specific Tasks include:

- 1) CDM Smith will support the collection of data from GSE and airport shuttle fleet operators by updating operator inventory reporting forms collected in the previous reporting period, and by providing template operator outreach letters to the Authority to distribute to operators. CDM Smith will coordinate with the Authority or operators for clarification, as needed.
- 2) CDM Smith will perform quality review for appropriateness of inputs and consistency relative to prior reporting years on collected GSE and airport shuttle fleet data and will use that data to calculate the emission inventories and the airport-wide GSE NOx performance factor.

- 3) CDM Smith will support the development of presentation materials on the MOU report results for the
- 4) CDM Smith will provide the Authority, as requested, with operator-reporting information for specific high-polluting GSE to facilitate targeted outreach by the Authority.

Key assumptions for this scope include:

- The GSE data obtained for the most recent previous calendar year will be incorporated by CDM Smith into the data sheets used to request the GSE fleet data.
- The GSE and airport shuttle data will be collected by the Authority from all operators at BUR and will be provided to CDM Smith.
- CDM Smith will review the collected data and inform the Authority and Trifiletti Consulting of atypical information or data deficiencies; the Authority will be responsible for verifying this data is correct or obtaining corrected data from the operators.
- Emissions and emission reduction benefits will be developed primarily from emission factor data obtained from the California Air Resources Board (CARB) OFFROAD2017 and EMFAC2017 emission models, per the MOU methodology, incorporating updated GSE emission factors provided by CARB during prior reporting periods.
- Presentation graphics and materials developed by CDM Smith for the MOU report submittal to SCAQMD will be used in the presentation of the SCAQMD Mobile Source Working Group Meeting and SCAQMD Mobile Source Committee Meeting presentation(s).

Deliverables:

- **Calendar Year 2025 Annual MOU Report (due June 1, 2026)**

Budget

To develop the GSE NOx emission inventory, prepare airport-wide NOx emission factors, analyze shuttle fleet electrification benefits, and produce reports and presentations for SCAQMD meetings, CDM Smith has estimated a budget amount of \$43,402.

Schedule

Collection and quality review of MOU data for BUR's GSE and airport shuttle fleet data, and the development of inventory calculations would begin in the 1st quarter of 2026, with the submittal of the GSE MOU documents to SCAQMD by June 1, 2026. Follow-up correspondence with SCAQMD is anticipated to continue following the initial report submittal. The dates of the SCAQMD Mobile Source Working Group and Mobile Source Committee meetings are not definitively scheduled at this time but generally are targeted for Q3 or Q4 of each year. The budget for this scope of work covers the period from October 1, 2025, through September 30, 2026.



Exhibit A CDM Smith Hourly Rates

CDM Smith Hourly Rates (2025-2026)

Title / Position / Labor Category	Hourly Rate
Officer	\$ 340
Associate	\$ 311
Principal	\$ 299
Senior Professional III (Grade 8+)	\$ 277
Senior Professional II (Grade 7)	\$ 253
Senior Professional I (Grade 6)	\$ 235
Professional III (Grade 5)	\$ 224
Professional II (Grade 3/4)	\$ 184
Professional I (Grade 1/2)	\$ 155
Senior Staff Support (Grade 5+)	\$ 189
Staff Support (Grade 1 to 4)	\$ 137
Senior Administrative Support	\$ 156
Administrative Support	\$ 142

Exhibit B Budget Sheet

Estimated Budget: Env. Consulting and MOU Support 2025-2026

CDM Smith Inc																			
Task	Title / Position / Labor Category	Officer		Principal		Senior Professional II (Grade 7)		Professional III (Grade 5)		Senior Staff Support (Grade 5+)		Professional II (Grade 3/4)		Senior Administrative Support		Staff Support (Grade 1 to 4)		Labor Subtotal	Total Fee
		Rate	Fee	Rate	Fee	Rate	Fee	Rate	Fee	Rate	Fee	Rate	Fee	Rate	Fee	Rate	Fee		
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
1	Task Management and Meetings	8.5	\$2,890	-	\$-	24.0	\$6,072	6.0	\$1,344	24.0	\$4,536	-	\$-	24.0	\$3,744	12.0	\$1,644	98.5	\$20,230
2	MOU Inventory and Reporting	-	\$-	12.0	\$3,588	-	\$-	48.0	\$10,752	-	\$-	48.0	\$8,832	-	\$-	-	\$-	108.0	\$23,172
Total		8.5	\$2,890	12.0	\$3,588	24.0	\$6,072	54.0	\$12,096	24.0	\$4,536	48.0	\$8,832	24.0	\$3,744	12.0	\$1,644	206.5	\$43,402

Note: Cost Proposal reflects anticipated labor and subconsultant utilization. Actual labor categories, staff mix, and subconsultant participation may differ based on project requirements and staff availability.

EXHIBIT B
Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with performance of this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers its work under this Agreement in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

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

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnatee before the Indemnatee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

EXHIBIT C
Non-AIP Project Federal Requirements

References to “Contractor” in this Exhibit shall be deemed to refer to Consultant.

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, 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 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)];

11. 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, 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.