



October 12, 2017

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 Monday, October 16, 2017, at 10:30 a.m., (or immediately following the Commission meeting), in the Burbank Room of Hollywood Burbank Airport, 2627 Hollywood Way, Burbank, California 91505.

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

REGULAR MEETING
OF THE
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
Burbank Room
Monday, October 16, 2017
10:30 A.M. or Immediately Following
the Conclusion of the
Airport Authority Meeting

NOTE TO THE PUBLIC: Any disclosable public records related to an open session item on a special 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 Hollywood Way, Burbank) in the administrative office during normal business hours.

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

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

AGENDA

1. Approval of Agenda
2. Public Comment
3. Approval of Minutes
 - a. August 21, 2017 **[See page 1]**
4. Contracts and Leases
 - a. Approval of Access Agreement: Honeywell International, Inc.
 - Staff report attached **[See page 3]**

Staff seeks a Committee recommendation to the Commission for approval of an Access Agreement with Honeywell International Inc., ("Honeywell") for limited access to Hollywood Burbank Airport to monitor and maintain three ground water monitoring wells.

In exchange for access, Honeywell will pay an annual fee and commits to indemnify and defend the Authority.

5. Items for Information

a. Mobile Source Emission Reduction Effect at Airports

- No Staff report attached

Staff will update the Committee on recent amendments to a mobile source emissions reduction measure for commercial airports (MOB-04) approved in the 2016 Air Quality Management Plan (AQMP) from South Coast Air Quality Management District (SCQAMD).

6. Adjournment

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

MONDAY, AUGUST 21, 2017

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California, at 9:51 a.m., by Chairman Wiggins.

AB 23 Disclosure: 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 is entitled to receive and shall be provided \$200.

ROLL CALL

Present: Commissioners Wiggins, Sinanyan and Madison

Absent: None

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director;
Sarah Paulson Sheehy, Senior Director, Government
and Public Affairs; Lucy Burghdorf, Director of Public
Affairs and Communications

Airport Authority Counsel: Terence R. Boga of
Richards, Watson and Gershon

- 1. Approval of Agenda** There were no adjustments to the agenda.
- 2. Public Comment** There were no public speakers.
- 3. Approval of Minutes**
 - a. June 5, 2017** Commissioner Sinanyan abstained from commenting on the minutes as he did not attend the June 5, 2017, meeting. Commissioner Madison moved approval of the minutes and, there being no objection, the minutes were approved (2-0; one abstention).
- 4. Items for Information**
 - a. State Legislative Update** Staff updated the Committee on Assembly Bill 1286 regarding Customer Facility Charges and Assembly Bill 1069 regarding taxicab regulation. Staff also discussed the remaining legislative calendar and

answered various questions on airport related legislative issues from the Committee.

5. Adjournment

There being no further business, the meeting was adjourned at 10:01 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
OCTOBER 16, 2017**

**APPROVAL OF ACCESS AGREEMENT
HONEYWELL INTERNATIONAL, INC.**

SUMMARY

Staff seeks a Legal, Government and Environmental Affairs Committee ("Committee") recommendation to the Commission for approval of an Access Agreement ("Agreement") with Honeywell International, Inc. ("Honeywell"). The Agreement will allow Honeywell to have limited access to Hollywood Burbank Airport ("Airport") to monitor and maintain three groundwater monitoring wells. In exchange, the Authority will receive from Honeywell an annual \$5,000 access fee, as well as an indemnity and defense commitment. The Authority also will receive Honeywell's commitment to close the wells once they are no longer needed and to provide documentation of proper closure.

BACKGROUND

In the 1990s, at the direction of the United States Environmental Protection Agency ("USEPA") and the Los Angeles Regional Water Quality Control Board ("LARWQCB"), Honeywell installed a number of groundwater monitoring wells on and adjacent to the former manufacturing facilities that its corporate predecessor (Bendix) operated in Burbank. These wells are used to document the extent of and changes in contamination, and the effectiveness of on-going clean-up, of groundwater in the North Hollywood Operable Unit that was impacted by decades of discharges of volatile organic compounds and other regulated substances. These wells remain in operation today, and they may remain in operation for decades to come.

In 2009, Honeywell requested that the Authority grant it access to install and operate two additional groundwater monitoring wells on Airport property. This request actually involved three wells because one of the proposed wells was to have two slightly different locations to accommodate borings that would go to different depths. On advice of legal counsel, the Executive Director denied Honeywell's request.

In early 2010, USEPA made a formal request to the Authority for permission to install these same three wells pursuant to the federal Superfund statute ("CERCLA"), which provides USEPA with a statutory right of access. In a letter dated February 2010, the Authority's legal counsel confirmed that the Authority would grant USEPA this right of access. USEPA then allowed Honeywell to install, access, and monitor the wells.

The attached **Exhibit A** shows the locations of these three wells. One of the wells, located southwest of the Million Air facility and the Airport Fire Department, requires access through a locked fence. The other two wells are located east of Tujunga Blvd on the north side of the property and also require access through a locked gate. Honeywell has a continuing obligation to USEPA and the LARWQCB to periodically sample and maintain these three wells. Currently, Honeywell performs sampling on a semi-annual basis, but the frequency of such sampling can change over time. Honeywell through its current consultant, AMEC/Foster Wheeler, has recently

requested permission to commence the FAA badging review process for a sampling scheduled to commence in the first quarter of 2018.

Staff has received and retains copies of recent reports prepared for Honeywell by its consultant of investigations, including both groundwater elevation levels and contamination levels at the three wells. This information can be used as a "baseline" against which any future levels can be evaluated.

PROPOSED AGREEMENT

In response to a renewed request from Honeywell for a direct contract with the Authority, staff and legal counsel have prepared the Agreement which is attached as **Exhibit B**. The Agreement provides for longer-term access to Honeywell in exchange for the payment to the Authority of \$5,000 per year for access to the property. In addition, Honeywell agrees to indemnify and defend the Authority against any claims that Honeywell's operation of the wells produced a negative impact on existing groundwater contamination in the North Hollywood Operable Unit, or that the Authority has CERCLA liability as a result of granting access rights to Honeywell. Honeywell's access rights under the Agreement are conditioned upon Honeywell's compliance with all FAA regulations and guidance for working in or near an operating airport. Either the Authority or Honeywell can terminate the Agreement for convenience on 30 days' notice.

FISCAL IMPACTS

There are no fiscal impacts from the proposed Agreement, other than the time expended by counsel to prepare it. It is anticipated that any staff time spent arranging for access, unlocking gates, ensuring appropriate badging and other issues will be covered by the annual \$5,000 access fee.

RECOMMENDATION

Staff seeks a Committee recommendation to the Commission for approval of the Agreement with Honeywell.

**ACCESS AGREEMENT BETWEEN
HONEYWELL INTERNATIONAL INC. AND
THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

This Access Agreement ("Agreement") between Honeywell International, Inc., a Delaware corporation ("Honeywell"), and the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("the Authority"), is dated _____, 2017 for reference purposes.

RECITALS

Whereas, Honeywell is obligated, pursuant to federal and state laws, to investigate and remediate groundwater contamination in the area generally designated as the North Hollywood Operable Unit of the San Fernando Valley Area 1 Superfund Site, California;

Whereas, the Authority's Hollywood Burbank Airport property contains three Honeywell monitoring wells designated by the names of NH-C24-305, NH-C24-410, and NH-C25-290 (collectively, "the Wells"), the locations of which are depicted in the attached Exhibit A and the precise coordinates of which are set forth in the attached Exhibit B;

Whereas, Honeywell currently utilizes the Wells to examine current groundwater levels and to monitor trends of groundwater contaminants over time as part of its response to the North Hollywood Operable Unit; and

Whereas, the parties desire to execute this Agreement in order to provide for Honeywell's continued access to the Wells for monitoring and related activities.

NOW, THEREFORE, in consideration of Honeywell's payment of an annual access fee to and indemnity of the Authority, and the Authority's acceptance of such fee and indemnity and the Authority's grant of temporary access rights to Honeywell, the parties agree as follows:

1. **Annual Fee.** Honeywell shall pay the Authority an annual access fee of \$5,000. The initial payment shall be for the FY 2017-18 period and shall be remitted on or before November 15, 2017. Thereafter, the access fee shall be remitted on or before July 1 of each year.
2. **Indemnification/Defense Obligation.** Honeywell shall indemnify and defend the Authority and its successors and assigns (including tenants, lessees, ground lessees, and subsequent owners in the chain of title from the Authority) against liabilities, losses, costs or expenses arising out of claims, causes of action or suits by third parties for damages (including response costs as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA")) that either: (i) is caused by groundwater contamination in the North Hollywood Operable Unit allegedly increased, exacerbated, or expanded in any fashion by Honeywell's operation of one or more of the Wells; or (ii) in any way relate to claims that the Authority is liable as a CERCLA "owner" or "operator" solely by virtue of its grant of these access rights to Honeywell.

3. Reserved Rights. Nothing in this Access Agreement, however, shall limit or otherwise affect Honeywell's rights to seek indemnity, contribution, set-off, or other reimbursement from any person (other than the Authority) which is or may be subject to liability under applicable federal or state law, for environmental conditions relating to groundwater contamination.
4. Environmental Investigation Costs. Honeywell remains legally responsible for the cost of any environmental investigation involving the Wells, including any costs of well rehabilitation, maintenance, upgrades, pump upgrades or any other material or capital improvement.
5. Access Scope. The Authority shall provide access to Honeywell and its contractors (as long as Honeywell and its contractors provide reasonable time and notice for such access) for Honeywell to continue monitoring of the Wells. Honeywell and its contractors shall, at their sole cost, be responsible for obtaining all necessary security and other badges required by the Authority for access to the sites where the Wells are located, including assistance with any existing (or future) locks or other security devices which would otherwise limit access. The Authority is not required to provide access for additional wells or other remediation equipment.
6. Waste. To the extent that Honeywell or its contractors generate any investigation-derived waste as a result of future groundwater investigations or operation or maintenance activities, Honeywell shall be solely responsible for the proper handling and disposal of all such waste and shall be listed as the disposing entity on any required waste disposal forms or manifests.
7. Denial of Access. The Authority may deny access to Honeywell in any of the following circumstances: (1) Honeywell fails to demonstrate to the Authority's satisfaction that Honeywell's proposed entry and operations will comply with all Federal Aviation Administration regulations and guidance, including Advisory Circular 150/5370-2 ("Operational Safety on Airports During Construction"); (2) Honeywell is delinquent in the payment of the access fee; or (3) Honeywell is otherwise in breach of this Agreement.
8. Relocation of Wells: Subject to consultation with and approval of the Authority, if Honeywell determines that it needs to relocate any of the Wells, then Honeywell shall bear the costs of any such relocation, including any necessary regulatory approvals, licenses, or permits.
9. Closure of Wells: Upon completion of any groundwater investigation activities as to any or all of the Wells, or upon the determination by EPA Region 9 or the Regional Water Quality Control Board-Los Angeles Region that any or all of the Wells may be closed by Honeywell, then Honeywell shall notify the Authority of such determination and then close the Well(s) in conformance with all federal, state and local closure requirements. Within 30 days of filing closure applications and receiving completed closure forms, Honeywell shall provide the Authority with copies of such documents.

10.

Notification: All notices to be transmitted pursuant to this Agreement shall be sent via email (delivery confirmation requested) with copy via regular US Mail to:

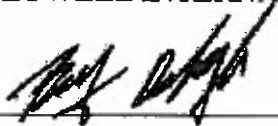
Honeywell International Inc.	Burbank Airport Authority
Benny Dehghi	Mark Hardyment
Director	Director Transportation & Environmental Programs
Remediation & Evaluation Services	Hollywood Burbank Airport
2525 W. 190 th Street, MS 23-21-80	2627 N. Hollywood Way
Torrance, CA 90504	Burbank, CA. 91505
benny.dehghi@honeywell.com	mhardyment@bur.org

11. Data Sharing. Honeywell shall make available to the Authority all technical data generated as to any of the Wells within 10 days of the date that such technical data is posted to GeoTracker, or any similar Environmental Protection Agency (EPA) database for the North Hollywood Operable Unit.
12. Term. This Agreement shall be effective upon execution and shall continue in effect until terminated by either party. If Honeywell breaches this Agreement and fails to cure such breach within seven days of written notice from the Authority, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 30 days prior written notice to the other party.
13. Governing Law. This Agreement will be governed by the laws of the State of California, except insofar as it references or incorporates references to the federal CERCLA legislation or categories of liable entities under that legislation, in which case this Agreement will be interpreted and governed by federal CERCLA law provisions (42 U.S.C. Section 9601, et. seq.) applicable to those definitions, categories or liability standards.
14. Exhibits incorporated by reference. The attached Exhibits A & B are incorporated by reference and appended to this Agreement.

The undersigned agree to be bound by the terms of this Agreement, as attested to by signature below.

[SIGNATURE PAGE FOLLOWS; REMAINING PAGE INTENTIONALLY BLANK]

HONEYWELL INTERNATIONAL INC.



Benny Dehghi
Director of Remediation

Approved as to form:

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

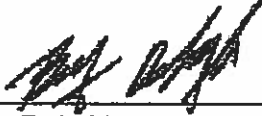
Terry Tornek, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

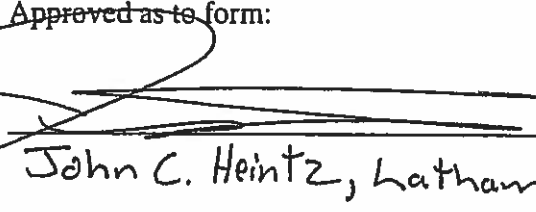
Ring Bender LLP

HONEYWELL INTERNATIONAL INC.



Benny Dehghi
Director of Remediation

Approved as to form:



John C. Heintz, Latham & Watkins LLP

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Terry Tornek, President

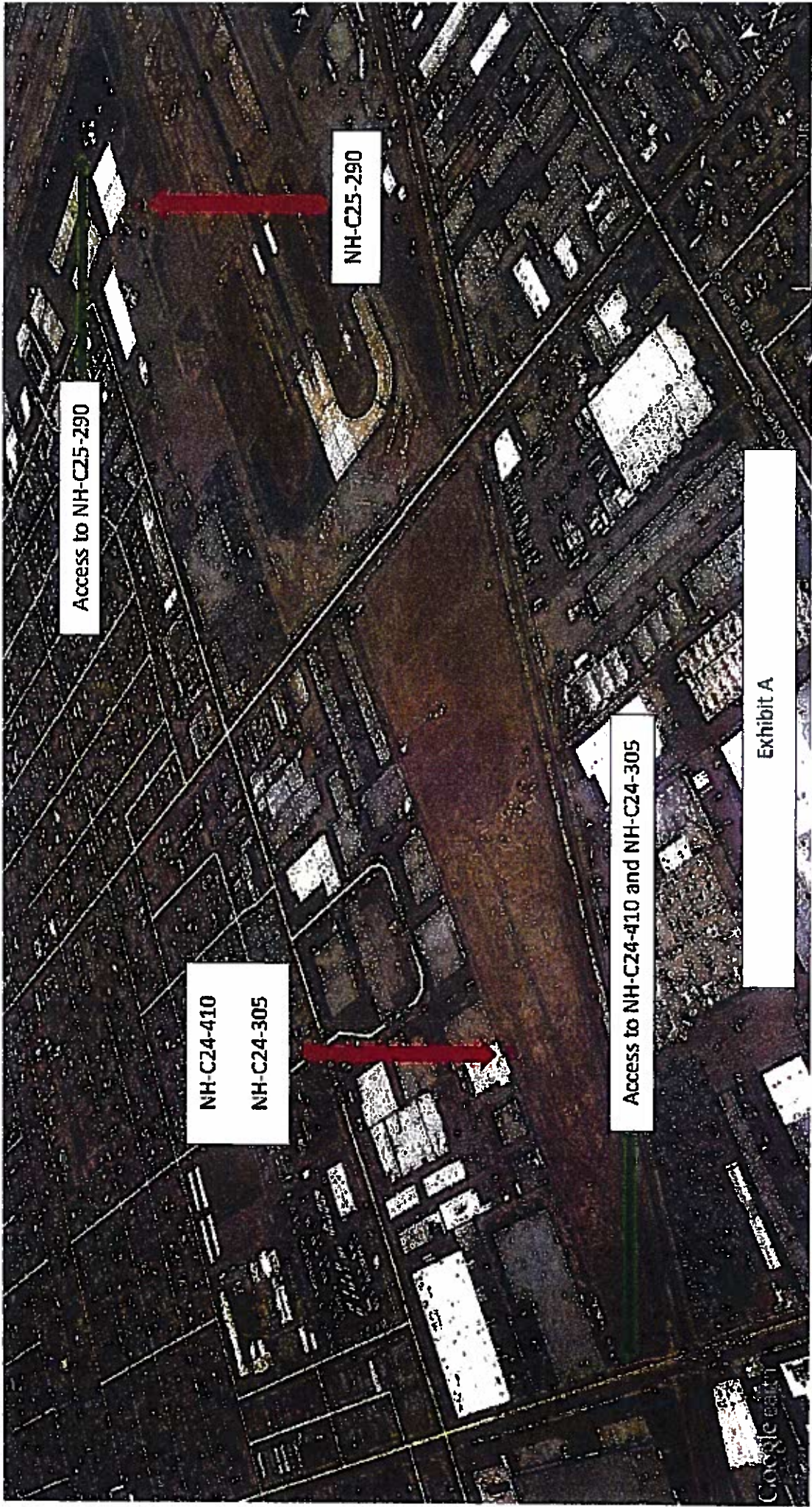
Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

Ring Bender LLP

EXHIBIT A
Depiction of Wells

(attached)



Access to NH-C25-290

NH-C25-290

NH-C24-410
NH-C24-305

Access to NH-C24-410 and NH-C24-305

Exhibit A

EXHIBIT B to Access Agreement between Burbank-Glendale-Pasadena Airport Authority and Honeywell International, Inc.

The geological coordinates of the three wells that are the subject of this agreement, specifically NH-C24-305, NC-C24-410 and NH-C25-290 are as follows:

Well ID	latitude	longitude
NH-C24-305	34.198375	-118.376031
NH-C24-410	34.198433	-118.376147
NH-C25-290	34.199522	-118.362338