



February 15, 2018

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

The Airport Authority administrative offices will be closed on Monday, February 19, 2018, in observance of Presidents' Day. Therefore, the regular meeting of the Legal Government and Environmental Affairs Committee scheduled for Monday, February 19, 2018, at 10:30 a.m. (or immediately following the Commission meeting), in the Burbank Room of Hollywood Burbank Airport has been cancelled.

NOTICE is hereby given that a special meeting of the Legal, Government and Environmental Affairs Committee will be held Tuesday, February 20, 2018, at 10:30 a.m. (or immediately following the Commission meeting), in the Burbank Room of Hollywood Burbank Airport.

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

SPECIAL MEETING
OF THE
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE

Burbank Room
Tuesday, February 20, 2018
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. February 5, 2018 **[See page 1]**
4. Contracts and Leases **[See page 3]**
 - a. Right of Entry Permit and Indemnity Agreement Los Angeles County Metropolitan Transportation Authority Hollywood Burbank Airport – North Metrolink Station
Staff seeks a Legal, Government and Environmental Affairs Committee recommendation to the Commission for approval of a Right of Entry Permit and Indemnity Agreement with the Los Angeles County Metropolitan Transportation Authority for bus/shuttle access to the new Metrolink station at San Fernando and Hollywood Way. This new station is anticipated to open shortly and Staff is currently seeking proposals from firms to provide this service.
5. Adjournment

Subject to Approval

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

MONDAY, FEBRUARY 5, 2018

A regular meeting of the Burbank-Glendale-Pasadena Airport Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room of the Airport Authority, 2627 Hollywood Way, Burbank, California, at 9:44 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: John Hatanaka, Senior Deputy Executive Director; Mark Hardymont, Director, Transportation and Environmental Programs; 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. October 16, 2017 Draft minutes for the October 16, 2017, Legal, Government and Environmental Affairs Committee meeting were presented for approval.

Motion Commissioner Sinanyan moved approval of the minutes, seconded by Commissioner Wiggins. Commissioner Madison abstained from commenting on the minutes as he did not attend the October 16, 2017 meeting.

Motion Approved The minutes were approved (2-0; one abstention).

4. Items for Discussion

a. Update: Federal and State Legislative Issues; SCAQMD

Staff updated the committee on airport-related federal and state legislative issues which they have been monitoring and answered various questions from the committee.

Staff reported that the South Coast Air Quality District (SCAQMD) along with California Airports Council and Airlines for America, continue to work with AQMD Staff to avoid an indirect source rule where airports would become the de facto regulators of all sources of emissions at the Airport. On February 16, 2018, Staff will go before the mobile source committee and the full AQMD Board on March 2, 2018, with the Staff recommendation to move away from an ISR Airport to a recommended MOU approach.

5. Adjournment

There being no further business, the meeting was adjourned at 9:55 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT & ENVIRONMENTAL AFFAIRS COMMITTEE
FEBRUARY 20, 2018**

**RIGHT OF ENTRY PERMIT AND INDEMNITY AGREEMENT
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
BURBANK AIRPORT - NORTH METROLINK STATION**

SUMMARY

Staff seeks a Legal, Government and Environmental Affairs Committee ("Committee") recommendation to the Commission for approval of a Right of Entry Permit and Indemnity Agreement ("Entry Agreement") with the Los Angeles County Metropolitan Transportation Authority ("Metro") for bus/shuttle access to the new Metrolink station at San Fernando and Hollywood Way. This new station is anticipated to open shortly and Staff is currently seeking proposals from firms to provide this service.

BACKGROUND

The Airport Authority was the beneficiary of a Surface Transportation and Uniform Relocation Assistance Act ("STURAA") grant from the Federal Highway Administration. A portion of those funds, together with local match funding provided by Metro, was used to perform a study that would identify future ground access improvements serving the Airport. Thanks in large measure to leadership from Metro Chair Mike Antonovich and supported by his successor, Diane DuBois, the Airport Authority enjoyed success from the very start of the Study. In particular, Metro's commitment to construct a new Metrolink Station at Hollywood Way was a leading factor in a series of three Commission resolutions authorizing the transfer of approximately \$2.7 million of the STURAA funds to Metro to help offset construction costs of the new station.

PROPOSED ENTRY AGREEMENT

As envisioned with Metro, the Airport Authority would provide the shuttle connection between the Airport and the new station. At present staff is soliciting proposals from two local operators for a dedicated shuttle that would provide this route only service, meeting each scheduled train arrival.

The proposed Entry Agreement is attached. It was prepared by Metro and incorporates revisions requested by Airport Authority Staff and counsel. Essentially, the Entry Agreement will give the Airport Authority the ability to use the shuttle/bus drop off area at the new Metrolink station. The Airport Authority will have absolute discretion to determine the frequency of its shuttles. If the Airport Authority should ever desire to cease providing the shuttle service, then it would have to submit a request to Metro with at least 60 days' notice. Metro would not be able to unreasonably withhold approval of such a request. The Entry Agreement also will require the Airport Authority to indemnify Metro and the Southern California Regional Rail Authority for any claims arising from the Airport Authority's use of the shuttle/bus drop off area at the new station.

STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission approval of the Entry Agreement with Metro and authorization for the Executive Director to execute the contract on the Airport Authority's behalf.

RVAL008903

RIGHT OF ENTRY PERMIT AND INDEMNITY AGREEMENT

THIS RIGHT OF ENTRY PERMIT AND INDEMNITY AGREEMENT ("Permit"), dated for reference purposes only, _____, 2018, is made by and between THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public agency existing under the authority of the State of California ("LACMTA"), and THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a California joint powers agency ("Permittee").

For the consideration hereinafter stated, the parties agree as follows:

1. LACMTA hereby permits Permittee to enter upon and use the shuttle/bus drop off area as illustrated on Exhibit "A" attached hereto and incorporated herein by reference ("Property") located at the Burbank Airport – North Metrolink Station ("Station") at 3600 North San Fernando Boulevard, in the City of Burbank, County of Los Angeles, State of California, subject to the following terms and conditions.
2. Permittee's right to enter the Property at the Station is non-exclusive and personal to Permittee, its agents, employees and invitees and, therefore is not assignable.
3. This Permit is granted to Permittee for the purpose of picking up and dropping off passengers at the Station. Permittee shall provide at its own cost, a shuttle to meet Metrolink trains stopping at the Station and transport passengers to the Hollywood Burbank Airport. Permittee shall have sole discretion to determine the frequency of its shuttles. Since Permittee has committed to providing a courtesy shuttle service, Permittee may request from LACMTA to cease use of this Permit with a minimum of 60 days advance notification. LACMTA may not unreasonably withhold approval of Permittee's request.
4. This Permit is granted to Permittee, its employees, subcontractors, successors or assigns to enter the Property.
5. Permission to enter the Property is granted for a specific time period commencing at the Station opening and ending at the mutual agreement of both parties. Permittee shall pay the sum of \$-0- for use of the Property.
6. Prior to operations, Permittee's duly designated representatives shall fully examine the Property and accept in writing, the use and occupancy thereof with full knowledge of the conditions thereof. Permittee agrees that LACMTA shall not be liable

for any loss, injury to persons or property damage caused by or resulting from the condition of state of repair of the Property.

7. Permittee, on behalf of its successors and assigns, shall indemnify, defend, release and forever hold harmless LACMTA, the Southern California Regional Rail Authority ("SCRRA") and its subsidiaries, and their respective, members, directors, partners, officers, commissioners, employees, agents, licensees, invitees, successors and assigns from and against any and all loss, claims, demands, liabilities, penalties, liens, claims of lien, damages (including consequential damages), costs and expenses, which LACMTA or SCRRA may sustain, incur or become liable for, including without limitation, loss of or damage to property or injury to or death of any person or persons arising out of or in any manner connected with Permittee's use of the Property or exercise of this Permit, except to the extent caused by the gross negligence or willful misconduct of LACMTA or SCRRA.

8. Permittee, at its expense, shall comply with all applicable federal, state and local laws, ordinances, regulations, rules orders, and LACMTA policies and procedures with respect to the use of the Property.

9. While this Permit is in effect, Permittee shall maintain and furnish evidence of the following insurance:

a. A policy of comprehensive general liability insurance including automobile having a combined single limit of not less than two million dollars (\$2,000,000) per occurrence naming LACMTA, its officers, agents and employees as additional insured.

b. Worker's Compensation coverage as provided by the California Labor Code.

Permittee shall pay all premiums and assessments on the insurance coverage required by this paragraph when due and shall provide LACMTA certificates of insurance for all insurance required to be maintained by Permittee prior to the date of the commencement or any activities by same on the Property. Each certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) calendar days prior written notice to LACMTA.

Notwithstanding the foregoing, the insurance requirements may be satisfied by providing evidence that Permittee is legally self-insured. Permittee agrees that any program of self-insurance shall protect the interests of LACMTA in the same manner as those interests would have been protected had a policy of commercial insurance been in effect.

10. Permittee shall not enter upon the Property until advised by LACMTA that the evidence of insurance furnished above is satisfactory to LACMTA.

11. LACMTA may inspect the Property covered by the Permit at any or all times.
12. LACMTA may terminate this Permit and be relieved of any further performance if Permittee fails to perform any covenant herein contained at the time and in the manner herein provided or if LACMTA or any other person discovers any dangerous condition on the Station.
13. LACMTA may, by written notice to Permittee, terminate this Permit in whole or in part at any time for LACMTA's convenience. Upon receipt of such Notice, Permittee shall immediately vacate the Property. Termination of this Permit shall be effective as of the date of receipt by Permittee of such Notice.
14. Permittee shall not interfere with any of LACMTA's and SCRRA's normal activities and shall promptly remove any vehicle or equipment that might be a source of interference to LACMTA's or SCRRA's operations.
15. **Notices to LACMTA shall be given as follows:**

Los Angeles County
Metropolitan Transportation Authority
One Gateway Plaza 18th Floor
Los Angeles, CA 90012-2952
ATTN: Diane Dominguez, Project Manager, Asset Management
Tel: (213) 922-5253; Email: dominguezd@metro.net

Notices to Permittee shall be given as follows:

Burbank-Glendale-Pasadena Airport Authority
2627 N. Hollywood Way
Burbank, CA 91505
ATTN: Frank R. Miller

All written notices shall be deposited in the United States mail, postage prepaid, or delivered personally or by overnight courier.

18. The parties hereto agree that to their knowledge, no Board member, officer or employee of the Los Angeles County Metropolitan Transportation Authority has any financial interest, in this transaction, and that if any such interest comes to the knowledge of either party at any time, full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under the laws of the State of California.

THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE AND DELIVER ON BEHALF OF PERMITTEE.

LACMTA:

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY**

**BY: _____
Diane H. Dominguez
Project Manager-Asset Management**

DATE: _____

PERMITTEE:

**BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY**

BY: _____

DATE: _____

EXHIBIT "A"

