



June 13, 2019

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, June 17, 2019, at 9:30 a.m., or immediately following the Commission meeting, in the Burbank Room of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

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

REGULAR MEETING
OF THE
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE

Burbank Room
Monday, June 17, 2019
9:30 a.m., or Immediately Following
the Conclusion of the
Commission Meeting

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



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 five 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, June 17, 2019

1. Approval of Agenda

2. Public Comment

3. Approval of Minutes

a. May 20, 2019

[See page 1]

4. Contracts and Leases

a. Amendment No. 1 to Professional Services Agreement
Trifiletti Consulting, Inc.

- Staff report attached.

[See page 3]

Staff seeks a Legal, Government and Environmental Affairs Committee (“Committee”) recommendation to the Commission to approve a proposed Amendment No. 1 to the Professional Services Agreement (“Amendment”) with Trifiletti Consulting Inc. (“Trifiletti”) for continued support services with environmental, entitlement, land use, sustainability and government advisory services in support of the proposed Replacement Passenger Terminal project.

5. Items for Information

a. PFAS; Proposed Work Plan - (Geosyntec)

- No Staff report attached.

Staff and the Authority’s Consultant, Geosyntec, will review with the Committee the current California State Water Board Order regarding Polyfluoroalkyl Substances (PFAS) and a proposed Work Plan for sampling that has been prepared and submitted to the Water Board in accordance with their order.

6. Adjournment

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

MONDAY, MAY 20, 2019

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 10:42 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 in attendance is entitled to receive and shall be provided \$200.

ROLL CALL

Present:

Commissioners Wiggins and Madison

Absent:

Commissioner Sinanyan

Also Present:

Staff: Frank Miller, Executive Director;
Patrick Lammerding, Deputy Executive Director,
Planning and Development; Maggie Martinez,
Manager, Noise and Environmental Compliance;
Sarah Paulson Sheehy, Senior Director,
Government and Public Affairs; Lucy Burghdorf,
Director of Public Affairs and Communications

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

Airport Authority Legislative Consultant
(via teleconference): Kristian Foy, of
Arnold and Associates

Airport Authority Consultant: Lisa Trifiletti of Trifiletti
Consulting, Inc.

1. Approval of Agenda

The agenda was approved as presented.

2. Public Comment

There were no public speakers.

3. Approval of Minutes

a. May 6, 2019

Commissioner Madison moved approval of the minutes of the May 6, 2019 meeting. There being no objection, the minutes were approved (2-0, one absent).

4. Items for Discussion

a. State Legislative Update

Via teleconference, Kristian Foy, the Authority's Sacramento legislative consultant, updated the Committee and answered various questions on current airport-related legislative issues which they have been monitoring.

b. AQMD Information Update on MOU/AQIP Development

Airport Authority Consultant, Lisa Trifiletti, and Staff informed the Committee about public testimony at the AQMD Airport Working Group on May 8, 2019, regarding the MOU/AQIP development process.

5. Adjournment

There being no further business, the meeting was adjourned at 11:22 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
JUNE 17, 2019**

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
TRIFILETTI CONSULTING, INC.**

SUMMARY

Staff seeks a Legal, Government and Environmental Affairs Committee ("Committee") recommendation to the Commission to approve a proposed Amendment No. 1 to the Professional Services Agreement ("Amendment") with Trifiletti Consulting Inc. ("Trifiletti") for continued support services with environmental, entitlement, land use, sustainability and government advisory services in support of the proposed Replacement Passenger Terminal project.

BACKGROUND

In August 2018, the Authority entered into a Professional Services Agreement with Trifiletti in the amount of \$60,000 to assist staff in discussions with the Southern California Air Quality Management District ("AQMD") regarding environmental clearances support services for the proposed Replacement Passenger Terminal project. Subsequent discussions with the AQMD have been expanded to include the negotiations related to the Memorandum of Understanding for the AQMD's Airport Air Quality Improvement Plan ("AQIP") as well as coordination with the AQMD's Air Quality Management Plan ("AQMP").

In December 2018, staff requested Trifiletti's support to expedite staff's efforts with two programs necessary to qualify for U.S. DOT Credit Programs, specifically, the potential loan program through the Build America Bureau. This loan program requires that the proposed Replacement Passenger Terminal be listed on the State Transportation Improvement Program ("STIP"). To be listed in the STIP, the project must be initially listed in the Southern California Association of Governments' ("SCAG") Regional Transportation Plan ("RTP").

The Agreement with Trifiletti is currently scheduled to expire on June 30, 2019. However, discussions with AQMD, California Airports Council and other airports in the Southern California region require additional time and effort to reach conclusion. Additionally, coordination with SCAG is required to amend SCAG's current RTP. While the former involves multiple agencies, the latter is on a separate track which needs to be expedited as the Build America Bureau is requesting staff to move up the timeline to submit the proposed Replacement Passenger Terminal project for feasibility and creditworthiness review.

The Amendment would increase the contract value by \$55,000, for a total not to exceed amount of \$115,000, and would authorize an additional one-year extension of the contract term.

FUNDING

Subject to Commission approval of the proposed the proposed FY 2020 budget, funding to support the above described efforts have been included in the Replacement Passenger Terminal project line item.

STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission that it approve Amendment No. 1 to the Professional Services Agreement with Trifiletti Consulting Inc. for continued support services, as described above, for the proposed Replacement Passenger Terminal project and authorize the President to execute the same.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT**
(Burbank-Glendale-Pasadena Airport Authority/Trifiletti Consulting, Inc.)

THIS AMENDMENT NO. 1 ("First Amendment") to the August 1, 2018 Professional Services Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Trifiletti Consulting, Inc. ("Consultant"), a California corporation ("Consultant"), is dated June __, 2019 for reference purposes.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and retained Consultant as an independent contractor to provide professional services relating to environmental, entitlement, land use, sustainability and governmental consulting for the Replacement Passenger Terminal project.

B. The parties desire to amend the Agreement in order to: (i) expand the professional services provided by Consultant to include additional sustainability plan advisory services and funding strategy services; and (ii) increase the contract amount.

NOW, THEREFORE, the parties agree as follows:

1. **Amendment to Exhibit A.** The attached Exhibit A-1 to this First Amendment is added to the Agreement and shall replace Exhibit A ("Scope of Support Services").

2. **Amendment to Exhibit B.** The attached Exhibit B-1 to this First Amendment is added to the Agreement and shall replace Exhibit B ("Fee Schedule").

3. **Amendment to "Contract Limit."** Subsection B ("Contract Limit") of Section 1 ("Definitions") of the Agreement is amended to read as follows:

B. "Contract Amount": One Hundred Fifteen Thousand Dollars and Zero Cents (\$115,000.00).

4. **Amendment to Section 3.** Section 3 ("Term") of the Agreement is amended to read as follows:

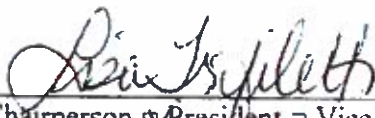
A. The Authority shall have one option by which it may extend the term of this Agreement by one year in its sole discretion. To exercise the extension option, the Authority shall give written notice to Consultant on or before October 31, 2019.

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.

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

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

Ray Adams
Vice President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A-1
Scope of Support Services

TRIFILETTI CONSULTING, INC,

**AGENCY COORDINATION, ENTITLEMENT CONSULTING, ENVIRONMENTAL
CONSULTING, AND RELATED SERVICES**

SCOPE OF SERVICES

Trifiletti Consulting, Inc. 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 Clearance Advisory Services:

- Provide strategic land use, environmental, entitlement, real estate, transportation, and governmental/public outreach consulting for the complex terminal replacement projects.
- Advise and assist with the preparation of the Environmental Assessment for the Terminal Replacement Project and other cumulative airports projects, in consultation with F.A.A.
- Provide advice on the general conformity requirements for the 14 Gate Terminal Concept, which includes a 2-story structure, 14 gates, improved centralized functions, public auto parking garage, convenient terminal access, and other support facilities, such as relocated air cargo building, GSE/maintenance building and a new aircraft rescue firefighting station
- Assist Hollywood Burbank Airport with agency coordination, including but not limited to City of Los Angeles, Los Angeles Department of Transportation, Los Angeles Department of City Planning, Los Angeles Public Works Department, South Coast Air Quality Management District, County Airport Land Use Commission, Southern California Association of Governments, Los Angeles Regional Water Quality Control Board, Los Angeles County Metropolitan Transportation Authority, California Public Utilities Commission, and the California Department of Transportation
- Assist with the preparation and review all communication and collateral materials for public meetings/hearings
- Assist with the implementation of the Mitigation Monitoring and Reporting Program (MMRP) and Findings for Environmental approvals
- Assist with stakeholder coordination, communication and external affairs, including but not limited to coordination with community stakeholders, elected officials and regulatory/responsible agencies

Sustainability Plan Advisory Services:

- Advise on sustainability policies as necessary to support the entitlement efforts at Hollywood Burbank Airport, including but not limited to coordination with the AQMD

- on the updates of future Air Quality Management Plan (AQMP), SCAG's latest Regional Transportation Plans, and its relationship to future MOUs with the AQMD.
- Advise and assist with the development of airport sustainability reports, policies, projects as necessary to support the entitlement efforts and to help achieve airport sustainability goals
 - Assist Hollywood Burbank Airport with addressing South Coast AQMD's request to develop an Airport Air Quality Improvement Program (AQIP) to achieve specific performance goals for various air quality reduction programs, policies, projects, operations or installation of specific infrastructure at various facilities at Hollywood Burbank Airport
 - Assist with the development of performance goals with stakeholders and the AQMD in lieu of facility wide or program emissions reduction targets: attend airport meetings to assist in developing the AQIP and attend SCAQMD meetings to assist in negotiations with SCAQMD and discuss SCAQMD assumptions regarding the baselines, emission reductions that SCAQMD may be considering for the AQIP and overall framework for the AQIP
 - Assist Hollywood Burbank Airport with the development and tailoring of Memorandum of Understanding (MOU) with SCAQMD: support Hollywood Burbank Airport with the establishment of baseline and future emissions inventories, assist with the crafting of an MOU to protect the Hollywood Burbank Airport's General Conformity budget allocations/needs and to ensure that such MOU does not violate federal preemption rules, especially as related to airport control over aircraft
 - Assist the Hollywood Burbank Airport with the MOU to ensure that voluntary emissions levels do not translate into facility caps or back stop measures, and help Hollywood Burbank Airport develop mutual agreement regarding MOU monitoring, reporting and approach to enforceability; assist with alignment between the MOU with SCAQMD and Hollywood Burbank Airport's overall long-term entitlement and environmental clearance needs pursuant to NEPA
 - Support the airport sustainability team's outreach and coordination with key stakeholders, including but not limited to tenants, airlines, airport operators, GSE operators, Alt Fuel Vehicle operators, airline liaison groups, such as Airlines for America, environmental groups including but not limited to Coalition for Clean Air, Natural Resources Defense Council, Sierra Club, and other community stakeholders, regarding the development of the Air Quality Improvement Program and the MOU between and the AQMD.

Burbank Terminal Replacement Project Funding Strategy:

- Assist with the update of the Southern California Association of Governments' Regional Transportation Plan Update, attend airport meetings to assist in developing the RTP, assist in consultation with SCAG to ensure critical Burbank capital projects, including the Terminal Replacement Project is included in the RTP
- Assist Hollywood Burbank Airport with updating the South Coast AQMD's Air Quality Management Plan and State Implementation Plan to include the Terminal Replacement Project, including all project components and enabling projects.

- Assist Hollywood Burbank Airport to secure Hollywood Burbank Airport's Conformity allocations and determinations are secured to support federal funding and grant funding requests.
- Assist the Hollywood Burbank Airport with grant funding support, and continue to provide strategic advice regarding the ongoing Environmental Impact Statement for the Terminal Replacement Project.
- 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.
- Provide advice on the general conformity requirements for the 14 Gate Terminal Concept, which includes a 2-story structure, 14 gates, improved centralized functions, public auto parking garage, convenient terminal access, and other support facilities, such as relocated air cargo building, GSE maintenance building and a new aircraft rescue firefighting station.
- Assist Hollywood Burbank Airport with agency coordination, including but not limited to City of Los Angeles, Los Angeles Department of Transportation, Los Angeles Department of City Planning, Los Angeles Public Works Department, South Coast Air Quality Management District, County Airport Land Use Commission, Southern California Association of Governments, Los Angeles Regional Water Quality Control Board, Los Angeles County Metropolitan Transportation Authority, California Public Utilities Commission, and the California Department of Transportation.
- Provide technical assistance to Hollywood Burbank Airport executive management as needed
- Assist in the assessment of project eligibility for federal grant funds

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 Consulting 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 Consulting 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 Consulting shall solely represent Hollywood Burbank and its interests.

**EXHIBIT B-1
Fee Schedule**

| | |
|------------------------------|--|
| Lisa Trifiletti, Principal | \$290 per hour |
| Environmental Policy Analyst | \$130 per hour |
| Administrative | \$95 per hour |
| Photocopies | \$0.15 per copy for copying materials over \$100 |
| Facsimile | \$0.25 per page |

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.

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated August 1, 2018 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 for the Replacement Passenger Terminal project.

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. "Contract Administrator": Patrick Lammerding or a duly authorized designee.
- B. "Contract Limit": Sixty thousand dollars (\$60,000).
- C. "Executive Director": Frank R. Miller or a duly authorized designee.
- D. "Federal Requirements" the federal requirements set forth in the attached Exhibit D, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.
- E. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.
- 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. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.
- H. "Services": the tasks set forth in the attached Exhibit A.

2. **Services.**

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Authority's rules for the Airport, 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 August 1, 2018 and shall expire on June 30, 2019 unless extended by the Authority pursuant to paragraph (B) below or terminated by either party pursuant to paragraph (C) below.

B. The Authority shall have one option by which it may extend the term of this Agreement by one year in its sole discretion. To exercise the extension option, the Authority shall give written notice to Consultant on or before June 1, 2019.

C. 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 Amount.

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. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. 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.

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Patrick Lammerding, Deputy Exec. Dir.
E-mail: PLammerding@bur.org

Consultant
Trifiletti Consulting, Inc.
1541 Wilshire Blvd., Suite 560.
Los Angeles, CA 90017
Attn: Lisa Lopez Trifiletti, Principal
E-mail: lisa@trifiletticonsulting.com

13. Assignability. 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.

14. 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.

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.

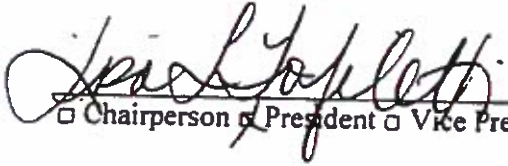
16. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or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

17. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Charrette Support Services. This Agreement is separate from and does not amend or otherwise affect the January 16, 2018 Professional Services Agreement executed by the parties to provide for Consultant's performance of concept validation and refinement studies for the replacement passenger terminal and related projects. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Charrette Support 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.

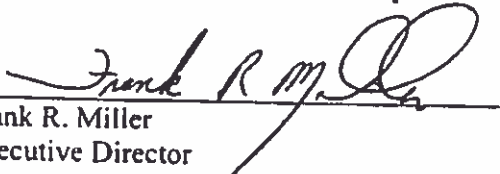


Chairperson President Vice President

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


Frank R. Miller
Executive Director

Approved as to form:


Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Support Services

(attached)

TRIFILETTI CONSULTING, INC,
ENVIRONMENTAL CLEARANCE AND ENTITLEMENT CONSULTING AND
RELATED SERVICES

SCOPE OF SERVICES

Trifiletti Consulting, Inc. 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:

Sustainability Plan Advisory Services:

- Advise on sustainability policies as necessary to support the entitlement efforts at Hollywood Burbank Airport, including but not limited to coordination with the AQMD on the updates of future Air Quality Management Plan (AQMP), SCAG's latest Regional Transportation Plans, and its relationship to future MOUs with the AQMD.
- Advise and assist with the development of airport sustainability reports, policies, projects as necessary to support the entitlement efforts and to help achieve airport sustainability goals.
- Assist Hollywood Burbank Airport with addressing South Coast AQMD's request to develop an Airport Air Quality Improvement Program (AQIP) to achieve specific performance goals for various air quality reduction programs, policies, projects, operations or installation of specific infrastructure at various facilities at Hollywood Burbank Airport.
- Assist with the development of performance goals with stakeholders and the AQMD in lieu of facility wide or program emissions reduction targets; attend airport meetings to assist in developing the AQIP and attend SCAQMD meetings to assist in negotiations with SCAQMD and discuss SCAQMD assumptions regarding the baselines, emission reductions that SCAQMD may be considering for the AQIP and overall framework for the AQIP.
- Assist Hollywood Burbank Airport with the development and tailoring of Memorandum of Understanding (MOU) with SCAQMD; support Hollywood Burbank Airport with the establishment of baseline and future emissions inventories, assist with the crafting of an MOU to protect the Hollywood Burbank Airport's General Conformity budget allocations/needs and to ensure that such MOU does not violate federal preemption rules, especially as related to airport control over aircraft.
- Assist the Hollywood Burbank Airport with the MOU to ensure that voluntary emissions levels do not translate into facility caps or back stop measures, and help Hollywood Burbank Airport develop mutual agreement regarding MOU monitoring, reporting and approach to enforceability; assist with alignment between the MOU with SCAQMD and Hollywood Burbank Airport's overall long-term entitlement and environmental clearance needs pursuant to NEPA.
- Prepare a draft Request for Proposals for a firm to perform a sustainability study for the airport, to include a baseline emissions inventory of Toxic Air Contaminants.

- Support the airport sustainability team's outreach and coordination with key stakeholders, including but not limited to tenants, airlines, airport operators, GSE operators, Alt Fuel Vehicle operators, airline liaison groups, such as Airlines for America, environmental groups including but not limited to Coalition for Clean Air, Natural Resources Defense Council, Sierra Club, and other community stakeholders, regarding the development of the Air Quality Improvement Program and the MOU between and the AQMD.

Environmental Clearance Advisory Services:

- Provide strategic land use, environmental, entitlement, real estate, transportation, and governmental/public outreach consulting for airport projects.
- Advise regarding the ongoing Environmental Impact Statement for the Replacement Terminal Project.
- 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.
- Provide advice on the general conformity requirements for the 14 Gate Terminal Concept, which includes a 2-story structure, 14 gates, improved centralized functions, public auto parking garage, convenient terminal access, and other support facilities, such as relocated air cargo building, GSE/maintenance building and a new aircraft rescue firefighting station.
- Assist Hollywood Burbank Airport with agency coordination, including but not limited to City of Los Angeles, Los Angeles Department of Transportation, Los Angeles Department of City Planning, Los Angeles Public Works Department, South Coast Air Quality Management District, County Airport Land Use Commission, Southern California Association of Governments, Los Angeles Regional Water Quality Control Board, Los Angeles County Metropolitan Transportation Authority, California Public Utilities Commission, and the California Department of Transportation.
- Assist with the preparation and review all communication and collateral materials for public meetings/hearings.
- Assist with the implementation of the Mitigation Monitoring and Reporting Program (MMRP) and Findings for Environmental approvals.
- Assist with stakeholder coordination, communication and external affairs, including but not limited to coordination with community stakeholders, elected officials and regulatory /responsible agencies.

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 Consulting 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 Consulting 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 Consulting shall solely represent Hollywood Burbank and its interests.

TRIFILETTI CONSULTING, INC. FEES

TRIFILETTI CONSULTING, INC. 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 at the rate of:

| | |
|-----------------|--|
| Lisa Trifiletti | \$290 per hour, |
| Photocopies | \$0.15 per copy for copying materials over \$100 |
| Facsimile | \$0.25 per page |

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
Fee Schedule**

| | |
|------------------------------|--|
| Lisa Trifiletti, Principal | \$290 per hour |
| Environmental Policy Analyst | \$225 per hour |
| Planning Assistant | \$130 per hour |
| Administrative Support | \$95 per hour |
| Photocopies | \$0.15 per copy for copying materials over \$100 |
| Facsimile | \$0.25 per page |

EXHIBIT C
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 Indemnitee before the Indemnitee'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 D
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Consultant and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. Civil Rights – Title VI Assurance

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

A. **Compliance with Regulations:** Consultant 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.

B. **Non-discrimination:** Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant 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.

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

D. **Information and Reports:** Consultant 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 Authority 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, Consultant will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the Non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to Consultant under the contract until Consultant complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

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

G. 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended. (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (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, which 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 (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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, which ensures non-discrimination 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. at 74087 to 74100);

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 U.S.C. 1681 et seq).

3. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor - Wage and Hour Division.

4. Occupational Safety and Health Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.