



# Weekly Management Report

## January 17, 2020

- 1. Memo**      Status update for SB50  
**City Manager Department**
- 2. Memo**      “Car-Free” Day in Downtown Burbank  
**Community Development Department**
- 3. Agenda**    Burbank-Glendale-Pasadena Airport Authority  
Special Meeting on Tuesday, January 21, 2020  
**Burbank-Glendale-Pasadena Airport**





**CITY OF BURBANK  
CITY MANAGER'S OFFICE  
MEMO**

**DATE:** January 10, 2020  
**TO:** Justin Hess, City Manager  
**FROM:** Judie Wilke, Assistant City Manager *Judie Wilke*  
**BY:** Christine Alles, Administrative Analyst II  
**SUBJECT: Status Update for SB50**

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**Introduction**

This memo is in response to recent changes to California Senate Bill SB50, the More HOMES Act. Staff is currently drafting a letter that will be completed next week and is to be signed by all five Council Members, then sent to Senator Portantino, Chair of the Senate Appropriations Committee, Senator Hertzberg, and Assembly Member Friedman voicing the City of Burbank's (City) opposition to the revival of the bill. Staff is conducting an ongoing analysis of the revisions to SB50 and will present a more thorough review of the new amendments and their impact on Burbank to Council on February 4, 2020.

**Background**

SB 50 was first introduced in the California Senate in December 2018. It attempts to mitigate the California housing crisis by "upzoning" land dedicated to single-family housing, especially in localities that are transit and job rich. The bill overrides local land use restrictions in order to increase density and production of multi-family housing, especially within a certain distance from high quality train and bus stops. In May 2019, the bill was suspended in the Senate Appropriations Committee.

**Legislative Path**

As of January 2020, the bill has been revived in the Senate with amendments. While staff is completing a thorough analysis of the revised bill, at first glance, of concern for the City is a new amendment imposing a deadline of 2023 to develop a local flexibility plan, otherwise the bill would serve as a default plan. The State's Department of Housing and Community Development would develop and publish guidelines for the submission of local flexibility plans by July 2021, which would not afford the City enough time to develop

an adequate plan. Furthermore, requiring state approval for these local flexibility plans is yet another erosion of local control. SB50 will be heard by the Senate Appropriations Committee, and if approved, will go to the Senate floor for a vote. As a two-year bill, SB50 must pass the Senate before January 31<sup>st</sup> to proceed with the legislative process. At this time, the Senate Appropriations hearing on SB50 has not been scheduled but is expected to occur the week prior to January 31<sup>st</sup>. As such, Staff is working hard to ensure the City's letter is presented early enough to be on record opposing the bill. Ultimately, if moved to the Assembly, the bill would be reviewed by policy and fiscal committees before being heard on the Assembly floor.

### **Next Steps**

City Staff is in the process of composing a letter of opposition to SB50, citing some points of contention regarding the recent revisions to the bill. Staff will continue to work with the City's state advocacy firm, Emanuel Jones & Associates, along with the League of California Cities to suitably respond to current and future changes to SB50. Furthermore, as the bill is likely to pass the Senate at the end of January and move into the Assembly, Staff will engage with the City's Assembly representative, Laura Friedman not only in written communications clearly and substantially voicing Burbank's position on SB50, but also in a community meeting to be scheduled to take place before the end of February. Staff will continue to track developments in SB50 and conduct an analysis of changes to the bill to better understand its ramifications for the City.






# memorandum

**DATE:** December 24, 2019

**TO:** Justin Hess, City Manager

**FROM:** Patrick Prescott, Community Development Director 

**SUBJECT:** City Manager Tracking List Item #2240 – Possible “Car-Free” Day in Downtown Burbank

At the July 30, 2019 City Council meeting, Councilmember Gabel-Luddy requested information on holding a possible “Car-Free” Day in Downtown Burbank. This would be an open-streets event whereby streets are closed to vehicular traffic and are made available to those who walk, bike, and roll through non-motorized means. The purpose of open-streets events are to encourage people to try walking and biking as a means of travelling in a safe, controlled, and festive environment.

In August 2017, the City Council considered accepting an open streets grant in the amount of \$149,000 to fund a half-day community event that would temporarily close a 3 mile stretch of Magnolia Boulevard between Pass Avenue and San Fernando Boulevard and open the street up to community members to walk and ride. The purpose was to encourage sustainable transportation options, promote economic development of Magnolia Park and Downtown Burbank, and to foster civic engagement. At the time, the total cost to host this event, including event planning, traffic control, security, and other costs, was \$325,000. Given the grant funding amount of \$149,000, hosting the event would require spending approximately \$176,000 in local funds. Staff had proposed utilizing Measure R Local Return funds to cover the local costs.

After considering the grant funding available and the total cost estimate needed, the City Council voted to forego the grant funds and not hold this open streets event. Staff’s recommendation at the time was that Measure R Local Return funds would be more wisely spent on improving the City’s bicycle and pedestrian infrastructure, which would have a more lasting effect on improved conditions for walking and riding. The staff report presented to the City Council when it considered accepting these grant funds is included as Attachment 1.

Implementing a “Car-Free” Day in Downtown Burbank would likely involve a similar expenditure in funding as was proposed for the previous Open Streets event along Magnolia Boulevard. The main cost variables to consider are the event planning costs and the traffic control and police security costs. Given that a Downtown car-free event

could involve a level of traffic control less than, or equal to, the Magnolia Park event previously proposed, estimated costs for such an event could range from \$150,000 to \$300,000.

Attachments

August 15, 2017 City Council Staff Report

# staff report

**DATE:** August 15, 2017

**TO:** Ron Davis, City Manager

**FROM:** Patrick Prescott, Community Development Director  
via David Kriske, Assistant Community Development Director,  
Transportation Division  
by Hannah Woo, Associate Planner

**SUBJECT: CONSIDER A GRANT AGREEMENT BETWEEN THE CITY OF BURBANK AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY TO ACCEPT OPEN STREETS GRANT PROGRAM FUNDS FOR A TEMPORARY HALF-DAY COMMUNITY EVENT**

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## **RECOMMENDATION**

Consider a Grant Agreement (Agreement) (Exhibit A) between the City of Burbank (City) and the Los Angeles County Metropolitan Transportation Authority (Metro) to accept Open Streets Grant Program Cycle Two funds for a half-day community event that would temporarily close public City streets to automobile traffic and open them up to pedestrians, bicyclists, and other modes of non-motorized transportation.

## **BACKGROUND**

Open Streets initiatives temporarily close streets to automobile traffic and open them up to pedestrians, bicyclists, and other modes of non-motorized transportation. The concept of Open Streets began in Bogotá, Colombia over thirty years ago, where they are called "Ciclovías", meaning "bicycle path" in Spanish. Since 2010, there have been over twenty Open Streets events throughout the County of Los Angeles. Open Streets events provide opportunities for economic development, community engagement, improved public health, environmental benefits such as reduction in vehicle emissions, and promotes activities for a more pedestrian and bicycle-friendly City. They allow residents to reimagine the street network not as one that only serves motorized vehicles but as a system that can facilitate travel by all modes. Open Streets events can help a community discover how improved bicycle and walking infrastructure can improve neighborhoods and increase the quality of life for residents.

In June 2013, Metro Board approved the Open Streets Competitive Grant Program to fund up to \$2 million annually for a series of regional car-free events. This grant funding is made available by Metro through a competitive application process on a two-year grant cycle. Metro provides a maximum grant funding of \$149,000 per eligible City or County for reimbursement of the costs for an Open Streets event. The grant requires a minimum 20% local match from the City. The City of Burbank was awarded the maximum funding of \$149,000 in Metro's Open Streets Grant Program Cycle Two and included an \$85,000 local match in the grant application for the proposed "Burbank on the Boulevard" Open Streets event, which would

span 3.27 miles through Magnolia Park and Downtown Burbank. Burbank was one out of seventeen cities that were awarded through Metro's Open Streets Cycle Two Grant and the City's application was ranked 2<sup>nd</sup> on the list of Metro staff recommendations to their Board in March 2016. Several of Burbank's peer cities, including the Cities of Glendale, Pasadena, Culver City, Santa Monica, and others have held Open Streets events funded through this grant program.

## **DISCUSSION**

The goals of the Metro Open Streets Grant Program are to provide opportunities for people to engage in the community by walking, riding a bicycle, riding public transit, possibly for the first time; to encourage a future with more sustainable transportation mode options, to promote economic development and local businesses, and to foster civic engagement. The City of Burbank's Open Streets event, named "Burbank on the Boulevard", would take place on Sunday, March 4, 2018 from 9:00 a.m. to 3:00 p.m. The event route would be a total of 3.27 miles, with the route extending along Magnolia Boulevard from Pass Avenue to San Fernando Boulevard through Magnolia Park and along San Fernando Boulevard from Magnolia Boulevard to Verdugo Avenue in Downtown Burbank (Exhibit B). This route would connect the event with major transportation hubs at the L.A. Metro North Hollywood Station, Chandler Bikeway, and the Downtown Burbank Metrolink Station. While the route is closed to motorized vehicles, major street crossings would remain open for motorized vehicles to cross the route at Hollywood Way, Buena Vista Street, Victory Boulevard, and Olive Avenue.

Planning and public outreach for the Open Streets event would be crucial to the success of "Burbank on the Boulevard". Staff would procure a specialized Consultant to assist in event planning, marketing, community and business engagement, and traffic control planning. Open Streets events require a specialized set of skills and experience. Because of this, staff has identified two organizations that could be hired to organize this event: the CicLAvia organization and CARS (Community Arts Resources), which have both held Open Streets events throughout Los Angeles County. If directed by the City Council, staff proposes to enter into limited negotiations with either or both of these organizations to conduct most of the planning, outreach, and operations of the event. In addition, the Open Streets event would require assistance and participation from almost all City Departments, including the Community Development Department (CDD), Burbank Police Department (BPD), Burbank Fire Department (BFD), Public Works Department (PW), Burbank Water and Power (BWP), and the Public Information Office (PIO). Activities from the various Departments would include project management, pre-event inspections, day-of-event management, traffic control, traffic enforcement, marketing, and event coverage.

The Open Streets event would provide several direct benefits to the City of Burbank, including, economic development and community engagement. Open Streets events in neighboring cities throughout Los Angeles County in similar size and scale have typically experienced about 40,000 to 50,000 attendees. The University of California, Los Angeles (UCLA) Luskin School of Public Affairs conducted a study of a CicLAvia event in 2013 that found an average sales increase of 57% for businesses that actively participated on the day of the event when compared to a typical Sunday without the event.

City staff, including Burbank Police Officers, attended the recent "CicLAvia: Glendale Meets Atwater" event on Sunday, June 11, 2017 to observe and participate. The route was 3 miles long, which is similar in length to the proposed Burbank event. Staff also attended the City of

Glendale's post-event debrief meeting to learn from Glendale City staff's experience with the event. The debrief meeting included staff from various City of Glendale Departments as well as the event planning and traffic control consultants.

Understanding lessons learned from other Open Streets events and neighboring cities, there are major project cost considerations including traffic control, public safety, and outreach to businesses and residents. Staff anticipates the cost of the event to be approximately \$325,000, which includes the costs of the Consultant, traffic control, Police Officers, pre-event planning, and day of event production. Metro's grant would only cover \$149,000 in project costs, therefore the City would be required to provide approximately \$200,000 in additional funding. If City Council wishes to proceed with the event, staff proposes to augment the Metro grant with Measure R Local Return funding, which would need to be added to the Fiscal Year 2017-2018 budget. While this funding is available in Measure R funding reserves, there are many additional competing uses for the City's local return funds including transit, street repair, and bicycle and pedestrian projects. Staff believes that there may be an opportunity to secure funding from private sponsorships from Burbank businesses and other local entities, but any funding from sponsorships would likely not cover anywhere near the \$200,000 in local funding needed for this event. The full \$200,000 would need to be committed by the City to move forward with the planning and consultant procurement for this Open Streets event, should the City Council wish to move forward.

The Open Streets event would support many of the Goals and Policies outlined in the City's Burbank2035 General Plan, including the desire to promote multimodal transportation and economic vitality. The Burbank Open Streets event would provide an opportunity for residents to see how City streets could be safely used by all ages and by all modes of transportation, including walking and bicycling, for recreation, commuting to work, and every day activities. The concept of "8 to 80 Cities" is to design communities with the goal of improving quality of life and public spaces for all ages from 8 years old to 80 years old by enhancing mobility and making communities more age-friendly and equitable. The Burbank Open Streets event would be a step towards envisioning 8 to 80 streets and public spaces for the Burbank community. If Council chooses to accept the grant agreement with Metro, the next step would be to secure a Professional Services Agreement (PSA) to assist staff and provide expertise in planning this specialized event. The Consultant would also assist with extensive community and business outreach and marketing for the event.

While staff believes open streets events are extremely valuable in furthering active transportation goals, providing economic benefits to local businesses on the route, and exposing residents to new ways of traveling through the community, staff is concerned that the additional \$200,000 expenditure in transportation local return funds may not be a prudent investment of local funds given the City's long term infrastructure funding shortfall. Staff believes that this extra funding may be better spent improving the City's capital infrastructure and providing more lasting bicycle infrastructure.

### **FISCAL IMPACT**

There is \$325,000 available in Measure R Local Return Funds that may be used for transportation-related projects. Metro has confirmed that Open Streets Events is an eligible Measure R project. Should the City Council wish to proceed, staff requests to approve the Grant Agreement to accept Metro Open Streets Grant Program Cycle Two funds and amend the Fiscal Year (FY) 2017-18 budget by appropriating \$325,000 from revenue account

107.ND000.48000.0000.22870 (Measure R Transportation, Non-Departmental, Revenue from MTA, Open Streets) to expenditure account 107.CD33A.62085.0000.22870 (Measure R Transportation, Public Improvements – Transportation, Other Professional Services, Open Streets). The funds will initially be drawn from 107.ND000.30011.0000.000000 (Measure R, Non-Departmental, Assigned Fund Balance) until reimbursed.

**CONCLUSION**

If Council wishes to proceed and approve of this Grant Agreement to accept Metro Open Streets Grant Program Cycle Two funds, staff would move forward with planning “Burbank on the Boulevard” to secure a Consultant to assist with event coordination, community outreach, and traffic control plans. While Open Streets Events are valuable in promoting active transportation choices, staff is concerned that the high cost of the event may not be a prudent investment of local transportation funds, given the City’s long term infrastructure shortfall and the opportunity costs that will need to be considered. Due to these concerns, staff recommends foregoing the Metro Open Streets Grant Cycle Two funds at this time.

**EXHIBITS**

- Exhibit A: Metro Grant Agreement for Open Streets Grant Program Cycle Two
- Exhibit B: Burbank on the Boulevard Route Map
- Exhibit C: Estimated Funding and Project Costs



**GRANT AGREEMENT FOR  
OPEN STREETS GRANT PROGRAM CYCLE TWO**

This Grant Agreement for Open Streets Grant Program Cycle Two (the "**Agreement**") is dated the day of the LACMTA Board Approval September 22, 2016 (the "**Effective Date**") and is by and between the City of Burbank (the "**Grantee**") and the Los Angeles County Metropolitan Transportation Authority ("**LACMTA**").

RECITALS

- A. On September 22, 2016, the LACMTA Board approved the Open Streets Grant Program Cycle Two providing Los Angeles County Proposition C 25% funds for one-day events that close the street to automotive traffic and open them to people to walk or bike ("**Open Street Events**"). Should other eligible funding sources become available, they may be used in place of the identified funds.
- B. Proposition C 25% funds are eligible for transportation system management/demand management (TSM/TDM) programs such as Open Streets events. SCAG identifies Open Street Events as Transportation System Management / Demand Management (TSM/TDM) programs in the 2012 RTP Congestion Management Appendix in the section titled Congestion Management Toolbox - Motor Vehicle Restriction Zones.
- C. On September 22, 2016, the LACMTA Board approved the award of \$149,000 to Grantee for Grantee's Open Street Event titled Burbank on the Boulevard (Open Street Grant Program ID#CYC16003) and which is more particularly described in the Scope of Work ("**Scope of Work**") attached as Exhibit "A" hereto (the "**Project**"). Grantee's actual one day open street event is referred to herein as the "**Event**." The term Project, as used herein, is defined to include all planning activities as well as the Event itself.
- D. Grantee has agreed to provide the required local match (in kind or monetary) of \$85,000 (the "Local Match"), as described in the Financial Plan that is attached as Exhibit "B", and any additional funding required to complete the Project. The Financial Plan documents all sources of funds programmed for the Project.



NOW, THEREFORE, the parties hereto do agree as follows:

## AGREEMENT

### 1. GRANT OF FUNDS

1.1 LACMTA shall make a one-time grant of funds in the amount of \$149,000 (the "Funds") to Grantee subject to the terms and conditions of the Grant and this Agreement.

1.2 This one time grant shall be paid on a reimbursement basis. The Local or In-Kind Match must be spent in the appropriate proportion to the Funds.

1.3 Grantee shall be subject to, and shall comply with, all requirements of the United States Department of Transportation (USDOT) and the United States Department of Labor (USDOL). In addition, Grantee shall comply with all requirements of LACMTA.

1.4 The obligation for LACMTA to advance the Funds for the Project is subject to sufficient funds being made available for the Project by the LACMTA Board of Directors. If such funds are not made available for the Project, this Agreement shall be void and have no further force and effect.

### 2. SCOPE OF WORK

2.1 Grantee shall complete the Project, including, without limitation, producing the Event, as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Exhibit "A" hereto. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Grantee including, without limitation, Project milestones and a set schedule for the Event. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a Grantee is consistently behind schedule in meeting milestones or in delivering the Event, then LACMTA will have the option to terminate this Agreement for default. Immaterial changes to the Scope of Work that do not affect the intent or length of the event such as changes of event name, start time, date and route may be approved administratively in writing by an LACMTA Executive Officer of Countywide Planning without a formal amendment. Any changes to the Scope of Work that change intent of the original Scope of Work, including but not limited to route length, changes in funding and/or changes to the Financial Plan must be made by amendment, in the manner described in paragraph 16.1.

2.2 Grantee shall utilize the Funds provided herein to complete the Project as described in the Scope of Work and in accordance with this Agreement. The grant funds provided herein can only be used towards the completion of the Scope of Work.

2.3 The grant shall provide the Funds for the non-infrastructure costs of

implementing Open Street events per the Metro Board award on September 22, 2016. Per the funding guidelines, physical infrastructure costs associated with the events are not eligible for reimbursement.

3. TERM

3.1 The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2018 (the "Termination Date"), unless terminated earlier as provided herein or extended by a written amendment to this Agreement.

4. REQUEST FOR REIMBURSEMENT

4.1 Not more frequently than once a month, Grantee will prepare and submit to LACMTA a Request for Reimbursement for allowable Project costs incurred by Grantee consistent with the Project's Scope of Work. The Request for Reimbursement submitted by Grantee shall be signed by an authorized agent who can duly certify the accuracy of the included information.

4.2 Each Request for Reimbursement must be submitted on Grantee's letterhead and shall include an invoice number and report the total of Project expenditures, specify the percent and amount of Proposition C Funds to be reimbursed, the amount of Local Match expended and include a detailed invoice describing all invoiced work completed along with appropriate detailed documentation supporting costs incurred. To ensure timely processing of invoices, each Request for Reimbursement shall not include any invoices which are older than three (3) months from the date of the Request for Reimbursement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at [www.metro.net/projects\\_studies/call\\_projects/ref\\_docs.htm](http://www.metro.net/projects_studies/call_projects/ref_docs.htm).

4.4 Any funds expended by Grantee prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward Grantee's Local Match requirement, without the prior written consent of LACMTA. Local Match dollars expended prior to the Effective Date shall be spent at Grantee's own risk. If applicable, the first Request for Reimbursement may be accompanied by a report describing any tasks specified in the Scope of Work document which were accomplished prior to the Effective Date of this Agreement, which costs could be reimbursed with the Funds provided that LACMTA has provided prior written approval for such expenditures to Grantee and authorized reimbursement for such amounts.

4.5 Grantee shall be responsible for any and all cost overruns for the Project.

4.6 Grantee shall contribute Grantee's Local Match (in kind or monetary) of \$85,000 toward the Project. If the funds identified in Exhibit "B" are insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

4.7 LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retainage. LACMTA will release the retainage after LACMTA has evaluated Grantee's performance according to the criteria specified by LACMTA and the data provided by Grantee in coordination with LACMTA's selected data collection contractor and has determined that all contract requirements under this Agreement have been satisfactorily fulfilled. Grantee shall invoice LACMTA for reimbursement of the ten percent retention separately.

4.8 Grantee should consult with LACMTA's Open Streets Program Manager for questions regarding non-reimbursable expenses.

4.9 Total payments shall not exceed the Funds specified in Section 1.1. No Request for Reimbursement will be processed by LACMTA for expenses incurred more than sixty (60) days after the date of the Event.

4.10 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations and procedural requirements, including without limitation, the applicable requirements and regulations of LACMTA and any other regulations or requirements stipulated by the source of funding used. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent applicable federal, state or local laws and regulations and LACMTA requirements, including any amendments thereto.

4.11 All requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:

1) E-mail:

AccountsPayable@Metro.net  
Ref# Open Streets ID#CYC16003

2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority  
P.O. Box 512296  
Attention: Accounts Payable  
Los Angeles, CA 90051-0296  
Ref# Open Streets ID#CYC16003

A copy of all Request for Reimbursement submittals shall also be forward to the LACMTA Open Streets Program Manager, either by emailShavitA@Metro.net or by standard mail to the address set forth in Section 4.14 below.

4.12 All notices required to be provided under this Agreement will be given to the parties at the addresses specified below, unless otherwise notified in writing of change of address.

**LACMTA's Address:**

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: LACMTA Open Streets Program Manager  
Avital Shavit, MS 99-22-2  
Open Streets Grant Program Manager  
ShavitA@metro.net

**Grantee's Address:**

City of Burbank  
150 North Third Street  
Burbank, CA 91502  
Attention: Community Development Department  
C/O Hanna Woo  
Rideshare Coordinator  
HWoo@burbankca.gov

**5. START AND END DATE OF REIMBURSABLE ACTIVITIES**

Unless written notification is otherwise provided by LACMTA, the start date of reimbursable activities is the Effective Date of this Agreement. Actual reimbursement of eligible work cannot occur until LACMTA and Grantee execute this Agreement. The end date of reimbursable activities is sixty (60) days after the date of the Event.

**6. REPORTING AND AUDIT REQUIREMENTS**

6.1 Grantee shall be subject to and shall comply with all applicable requirements of LACMTA regarding Project reporting and audit requirements. Grantee shall use the assigned Open Streets ID# CYC16003 on all correspondence.

6.2 Grantee shall submit the following Reports and Certifications to LACMTA for the duration of the Project:

- (a) Narrative and Financial Report on Project Progress as required by LACMTA.



(b) Other reports that may be required.

6.3 LACMTA and/or their respective designees, in order to fulfill their respective responsibilities as grantor of the Funds, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits and performance audits. Grantee shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to governmental agencies. Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work or other terms and conditions of this Agreement. LACMTA shall have the right to conduct an audit using an outside auditing firm. The findings of that LACMTA audit will be final.

6.4 Grantee shall retain all original records and documents related to the Project for a period of three years after final payment.

6.5 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.6 Grantee shall cause all contractors to comply with the requirements of Sections 6.3, 6.4 and 6.5 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

6.8 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds provided herein and/or recommend not to award future Open Streets Program grants to Grantee if the LACMTA audit has determined that Grantee

failed to comply with the Scope of Work (such as misusing the Funds provided herein or failure to return the Funds provided herein owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement, including the access to records provisions.

6.9 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.10 Grantee shall support a predetermined consultant selected by Metro to provide the LACMTA Open Streets Program Manager a post implementation report no later than three months after the day of the Event which report shall include items i-v listed below. Once LACMTA receives a satisfactory report, LACMTA will release any retention and make final payment to Grantee.

- (i) Participation Counts of pedestrians and people on bikes at the Event using at least one of the following count methods
  - Install temporary electronic detection counters (tube, video, or infrared).
  - Conduct an "incomplete count" (a methodology from ecological studies) using visual or pictorial counts. This may be conducted by using crowdsourcing via Facebook, Twitter or Instagram.
    - An incomplete count involves counting part of a population and then extrapolating to the entire population. A geographic area or screenline may be established as the sample area and an attempt made to count all the individuals in the set area or passing through the screenline. In the case of an Open Street event several geographic areas or screenlines should be established and sample counting should take place at regular intervals at the same time at all locations.
  
- (ii) Transportation use data
  - Counts of people on bikes exiting at all rail transit stations directly adjacent to the route
  - Survey of at least 500 individuals exiting the train asking the following questions:
    - Are you attending today's open street event?
    - Is this your first time riding Metro Rail?
    - If "NO" how often do you ride metro rail
      - Less than once a month
      - 1-3 times per a month
      - 4-7 times per a month
      - 8 or more times a month

- (iii) **Personal Anecdotes**  
Provide personal stories from participants, business owners along the route or Event volunteers describing how the Event has positively affected their lives or community. Grantee shall engage in a dialogue with the community in person, via e-mail or through a social media platform like Facebook, Twitter or Instagram using (at least) one of the following questions:
- **Participants & Volunteers**
    - How has the Event improved your neighborhood/community?
    - Has the Event encouraged you to use active transportation or transit modes more often?
  - **Business owners**
    - Has the Event brought new or more patrons to you?
    - In light of the Event, do you think that active transportation (pedestrian and bicycle) infrastructure improvements would improve your business opportunities?
- (iv) **Bike-Trains & Bike Bus Shuttles Ridership**  
If bike-trains or special bike shuttles were used to transport participants to the event, then report the ridership of these services on the day of. If municipal bus services were employed, report on ridership on the day of the event and provide a monthly average for the same day of the week since the event took place.
- (v) **Local Economic Benefit**  
Provide at least one of the following:
- Report the sales tax receipts revenue for all businesses along the route and/or within ¼ mile of the route for the day of the Event and a monthly average for that same day of the week for comparison.
  - Report how the Event affected sales at selected participating businesses along the route (a minimum of one business for every mile of the event). These businesses may have participated by providing discounts to pedestrians and cyclists or by having a sales display or dining tables on the sidewalk.

## 7. ALLOWABLE COSTS

7.2 Allowable Project costs are described in the Scope of Work.

7.3 The following guidelines shall apply for indirect costs and in-kind contributions and donations:

- (a) Indirect costs shall not be considered eligible costs for reimbursement, unless

all the following requirements are met by Grantee: i) submit a written request to LACMTA; and, ii) receive a written approval from LACMTA prior to incurring the expenditure.

- (b) In-kind contributions and donations shall be considered eligible as local match only upon written approval by LACMTA.

8. [INTENTIONALLY OMITTED]

9. EXPENDITURE AND DISPOSITION OF FUNDS

9.1 The expenditure and disposition of the Funds by Grantee shall be subject to and in accordance with the terms and conditions of this Agreement and the applicable requirements of LACMTA. Grantee shall not utilize the Funds in any way or on any project other than that specified in this Agreement.

9.2 Grantee shall address all correspondence regarding this Project to the LACMTA Open Streets Program Manager.

9.3 The programmed budget (the "**Financial Plan**") specifying the sources and amounts of the Funds to be used to pay for the Project is attached to this Agreement as Exhibit "B".

9.4 No material changes, as determined by LACMTA in its reasonable discretion, to the Financial Plan or the Scope of Work shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's CEO or his/her designee. Grantee shall give advance written notice to LACMTA of all proposed changes to the Financial Plan or Scope of Work that it originally submitted to LACMTA.

10. TIMELY USE OF FUNDS

10.1 Grantee shall obligate the Funds programmed under this Agreement no later than sixty (60) days after the date of the Event.

10.2 In the event this Agreement is not executed and/or evidence of timely obligation of the Funds is not provided as described in Section 11.1 of this Agreement, the Project will be reevaluated by LACMTA and the Funds may be deobligated. In the event that the Funds are deobligated, this Agreement shall automatically terminate.

11. DEFAULT

Default under this Agreement is defined as one or more of the following: (i) Grantee fails to comply with the terms and conditions contained in this Agreement; (ii) Grantee fails to



perform satisfactorily or to make sufficient progress toward Project completion; (iii) Grantee makes a material change to the Scope of Work or the Financial Plan without prior written consent or approval by LACMTA; or, (iv) Grantee is in default of any other applicable requirements of LACMTA.

## 12. REMEDIES

12.1 In the event of a default by Grantee (as defined in Section 11), the LACMTA shall provide written notice of such default to Grantee with a 30-day period to cure the default. In the event Grantee fails to cure the default, or commit to cure the default and commence the same within such 30-day period to the satisfaction of LACMTA, the following remedies shall be available to LACMTA:

- (a) LACMTA may terminate this Agreement;
- (b) LACMTA may make a determination to make no further disbursements of the Funds to Grantee;
- (c) LACMTA may recover from Grantee any funds paid to Grantee after the default; and/or,

12.2 Effective upon receipt of written notice of termination from LACMTA, Grantee shall not undertake any new work or obligation with respect to this Agreement unless so approved by LACMTA in writing.

12.3 The remedies described herein are non-exclusive. In addition to the above contractual remedies, LACMTA shall have the right to enforce any and all rights and remedies which may be now or hereafter available at law or in equity.

## 13. TERMINATION

13.1 Notwithstanding the term of this Agreement, specified in Section 3 above, either Grantee or LACMTA may terminate its obligations hereunder at any time, without cause, on (30) days prior written notice. Upon termination, LACMTA shall have no obligation to reimburse for any costs or expenses incurred after the termination date.

## 14. COMMUNICATIONS

14.1 LACMTA will be the exclusive presenting sponsor of the Event and all promotional materials, press releases, graphics, promotions via print, TV, radio or web channels and other identifiers will identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro." The presenting sponsorship may not be shared. In addition, all printed and/or online promotional materials and promotions via print, TV, radio or web channels must include the "Open Streets Made Possible By Metro" type and logo lock up as supplied by the LACMTA Program Manager. Any other sponsor logos or credits for the Event must be separated graphically, in type and/or in following succession from the presenting sponsor mention of LACMTA and "Open Streets Made Possible By

Metro" type and logo lock up.

14.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

14.3 All Social Media notification calling out the event will identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro." Any graphics used in said notifications that include the title of the event must include the "Open Streets Made Possible By Metro" type and logo lock up as supplied by the LACMTA Program Manager.

14.4 Grantee shall ensure that all Event promotions via print, TV, Radio or social media channels include one of the following references or links to LACMTA's online presence as appropriate depending on the platform: Twitter accounts: @BikeMetro or @Metrolosangeles; Facebook pages: facebook.com/bikemetro or facebook.com/losangelesmetro.

14.5 Grantee shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA's sole discretion.

14.6 Grantee shall ensure that all Communication Materials identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro," or other mutually agreeable language and graphic lockup featuring Metro and/or the Metro logo, and comply with recognition of LACMTA's contribution to the Event as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Open Streets Program Manager. Grantee shall check with the LACMTA Open Streets Program Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the communications requirements specified in this Agreement and with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

14.7 Grantee shall submit all graphic files and Communication Materials to LACMTA for approval by the LACMTA Open Streets Program Manager and LACMTA Communications prior to the release of such publicity or promotional materials or Communication Materials for the Event. LACMTA shall have at least one day to review and provide its approval. After any Communication Materials has been released to the public, Grantee shall provide a copy of or notice of such Communication Material to the LACMTA Open Streets Program Manager by either e-mail or social media channels.

14.8 LACMTA shall be provided at no cost with a minimum of 1,000 SF space in a



prominent, central location at the Event for an LACMTA booth/activity space, plus at least two 10' x 10' spaces for satellite displays elsewhere at the Event. LACMTA shall have the right at any one or more of the above three locations or through a mobile vending cart, bicycle, or other vehicle, to sell, distribute or otherwise make available to Event attendees marketing, outreach and other promotional products and merchandise, including, without limitation, fare media, t-shirts and other apparel, accessories, items available for sale at the Metro Store, brochures, maps, take-ones and other novelty items. The selection of products and merchandise available for sale and distribution shall be at LACMTA's sole discretion.

14.9 The LACMTA Open Streets Program Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section 14. Grantee failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

14.10 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division. Upon request, LACMTA shall provide scalable vector files with required type styling and logo placement for tagline and visual materials.

14.11 Grantee shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project related Communications Materials will comply with the requirements contained in this Section 14.

## 15. INDEMNITY

15.1 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with the Project, any work performed by, and/or service provided by, Grantee, its officers, agents, employees, contractors and subcontractors under this Agreement. Grantee shall fully indemnify, defend and hold LACMTA, its subsidiaries and their respective officers, agents and employees harmless from and against any claims, loss demand, action, damages, liability, penalty, fine judgment, lien, cost and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever (including consequential damages) (collectively, "Claims") arising out of the Project, including, without limitation: (i) use of the Funds provided herein by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of the Grantee obligations under this Agreement or the Grant; (iv) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the Scope of Work and the Project; or (v) any Claims arising from the actual Event itself.

## 16. OTHER TERMS AND CONDITIONS

16.1 This Agreement, along with the applicable requirements of LACMTA constitutes the entire understanding between the parties with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing and signed by the parties who executed the original Agreement or by those at the same level of authority.

16.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. Agency Court for the Central Agency of California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of LACMTA to protect or establish any rights or remedies hereunder, each party shall be responsible for its costs and expenses.

16.3 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

16.4 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and applicable requirements and regulations of the LACMTA.

16.5 Grantee shall not assign this Agreement, or any part thereof, without written consent and prior approval of the LACMTA's CEO or his/her designee, and any assignment without said consent shall be void and unenforceable.

16.6 Subject to all requirements of this Agreement, and all other applicable requirements of LACMTA, including, without limitation, any requirement of competitive procurement of services and assets, Grantee may contract with other entities to implement this Agreement.

16.7 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

16.8 The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

16.9 Grantee, in the performance of the work required by this Agreement, is not a



contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

16.10 On September 26, 2002 the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds, GRANTEE meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirements, including, without limitation, suspension and re-implementation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

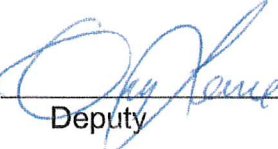
LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Phillip A. Washington Date  
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By:  \_\_\_\_\_ 1/22/17 Date  
Deputy

GRANTEE: City of Burbank

By: \_\_\_\_\_  
Ronald Davis Date  
City Manager

APPROVED AS TO FORM (OPTIONAL):

By: \_\_\_\_\_  
Date  
General Counsel

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

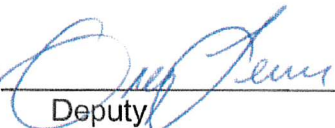
LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Phillip A. Washington Date  
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By:  \_\_\_\_\_  
Deputy Date  
11/22/17

GRANTEE: City of Burbank

By: \_\_\_\_\_  
Ronald Davis Date  
City Manager

APPROVED AS TO FORM (OPTIONAL):

By: \_\_\_\_\_  
Date  
General Counsel

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

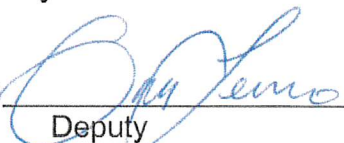
LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Phillip A. Washington Date  
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By:  \_\_\_\_\_ 1/22/17  
Deputy Date

GRANTEE: City of Burbank

By: \_\_\_\_\_  
Ronald Davis Date  
City Manager

APPROVED AS TO FORM (OPTIONAL):

By: \_\_\_\_\_  
Date  
General Counsel



## **EXHIBIT A SCOPE OF WORK**

**Event Name:** Burbank on the Boulevard

**Event Date and Time:** March 4, 2018, 9:00 AM – 3:00 PM

**Event Description:**

Portions of Magnolia and San Fernando Blvd will be closed to cars and open to non-motorized transportation, with limited vehicle crossings along the route. Local organizations and businesses will provide activities and entertainment, along with food trucks and other events. Bicycle amenities such as wayfinding and a pop-up cycle track on Verdugo Ave and Front St will encourage connection to the Downtown Burbank Metrolink, and riders can extend their trip along the Chandler Bike Path, enjoying 6 carfree miles to connect to the Metro Red and Orange lines.

**Event Location:**

Magnolia Blvd, between Pass Ave and San Fernando Blvd, and San Fernando Blvd, between Magnolia Blvd and Verdugo Ave (Magnolia Park and Downtown Burbank neighborhoods).

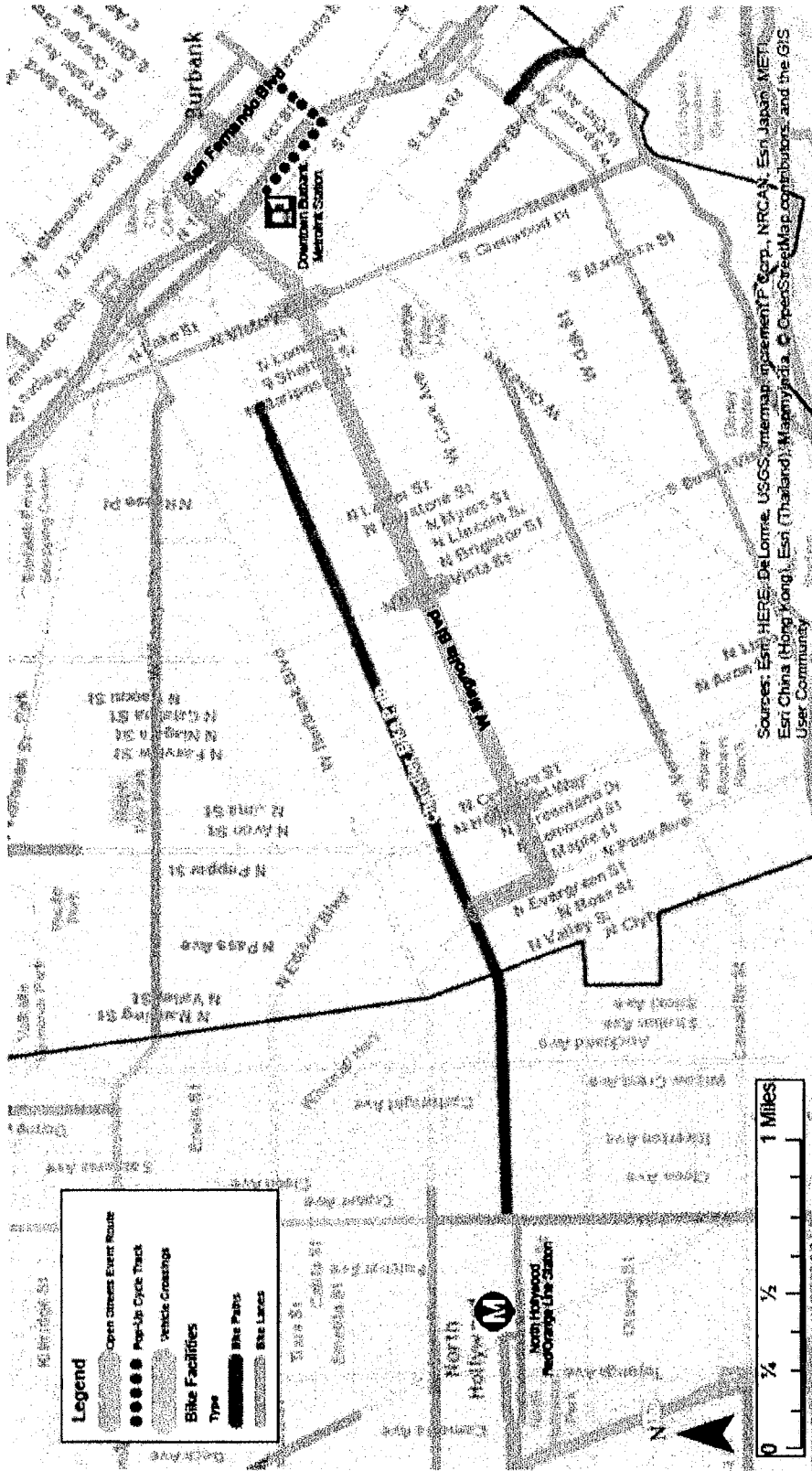
**Roles and Responsibilities:**

The City will partner with an organization experienced in Open Streets event production for outreach and programming, and may undergo a procurement process before finalizing a partnership. The City will also coordinate with the Burbank Community YMCA, San Fernando Valley Council of Governments (SFV COG), Burbank Hospitality Association and Downtown Burbank Partnership (the City is a member) for planning activities, region-wide promotion, and outreach to businesses. The City will be the primary grant recipient and project manager. The city will contract with a consultant or partner organization to take on such tasks as community outreach, curating programming, marketing, project evaluation, day of event staging, and portions of pre-event planning. The City will partner with Walk Bike Burbank and the YMCA to plan activities along the route, and with the SFV COG to promote the event as an opportunity to encourage visitors to the San Fernando Valley from around the region. The City will work through the Burbank Hospitality Association and Downtown Burbank Partnership to conduct outreach to local businesses, plan activities and events, encourage engagement between businesses and participants, and to promote the event. The City will also work with the City of Los Angeles to facilitate active transportation connections between North Hollywood Station and the event, via the Chandler Bike Path. The City and/or consultant or event production organization will work with multiple City departments to schedule law enforcement and traffic enforcement, and acquire necessary permits and insurance for the event.

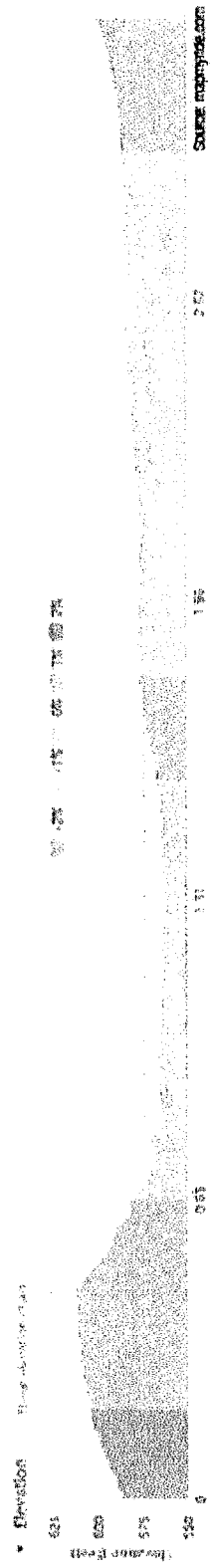
**ROLES AND RESPONSIBILITIES CHART**

Task	Primary Party	Secondary Party	Supporting Organization
Project and Grant Administration	City of Burbank		
Pre-event planning	City of Burbank	Consultant/Event Producer	
Community Outreach	Consultant/Event Producer	City of Burbank	Walk Bike Burbank
Business Outreach	Consultant/Event Producer	City of Burbank	Burbank Hospitality Association, Downtown Burbank Partnership
Curating Programming	Consultant/Event Producer	City of Burbank	Walk Bike Burbank, Downtown Burbank Partnership, Burbank Community YMCA
Marketing & Promotion	Consultant/Event Producer	City of Burbank	Burbank Hospitality Association, Downtown Burbank Partnership, SFV COG
Day of Event Staging	Consultant/Event Producer	City of Burbank	
Law Enforcement, Permits and Insurance	City of Burbank	Consultant/Event Producer	
Evaluation	Consultant/Event Producer	City of Burbank	

EVENT MAP



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), Swisstopo, © OpenStreetMap contributors, and the GIS User Community





**EXHIBIT B  
FINANCIAL PLAN**

The total cost of the Project is \$234,000. The following is a description of the funding category and the corresponding funding amounts and funding source to implement the Project.

<b>Category</b>	<u>Metro Grant Award</u>	<u>Local Match</u>
Non-Infrastructure	\$149,000	\$85,000

**Sources of Assistance**

<u>UZA ID</u>	<u>Metro Funding Source</u>	<u>Amount</u>
9154 LACMTA	Prop C 25 (PC25)	\$149,000

Funding Resources Table:

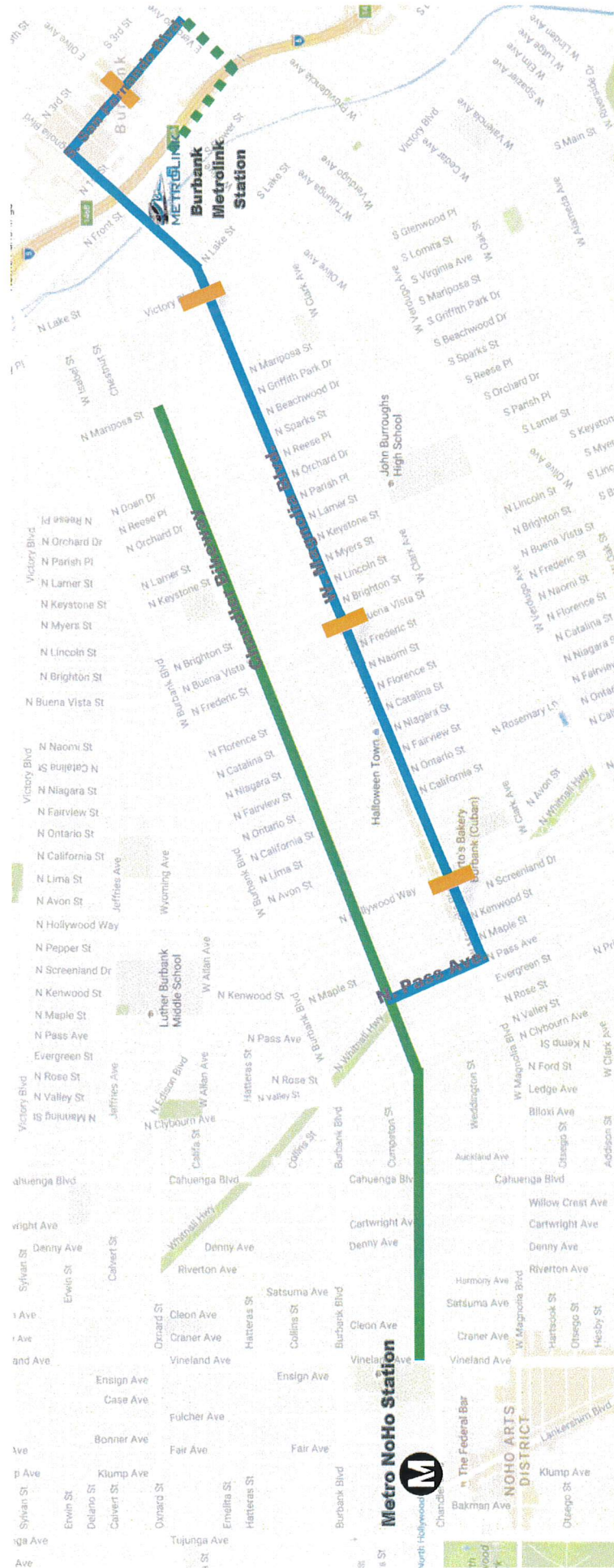
<b>FUNDING SOURCE</b>	<b>TOTAL (\$)</b>	<b>PC25(\$) (Metro)</b>	<b>LOCAL (\$)<sup>1</sup> (Grantee)</b>
Metro Grant and Local Match	\$234,000	\$149,000	\$85,000

Event Budget Table:

<b>ELIGIBLE COSTS</b>	<b>TOTAL (\$)</b>	<b>GRANT (\$) (Metro)</b>	<b>LOCAL (\$)<sup>1</sup> (Grantee)</b>
Outreach cost	\$54,500	\$54,500	\$0
Pre-event Planning costs	\$34,500	\$34,500	\$0
Event Day costs (Staffing, rentals, permits, etc.)	\$145,000	\$60,000	\$85,000
<b>Total</b>	<b>\$234,000</b>	<b>\$149,000</b>	<b>\$85,000</b>

1. In-kind local contribution as required by the Metro Open Streets Grant Program. Toll credits are programmed in lieu of a local match to meet Federal matching requirements.

# Burbank on the Boulevard Route Map



Open Streets Event Route

Bike Path

Pop-Up Temporary Cycle Track

Vehicle crossing points

- Total event route: 3.27 miles
- 17 signalized intersections
- Average elevation change: 0.4%

EXHIBIT B-1

## Burbank on the Boulevard – Estimated Project Costs and Funding

Table 1:

<b>METRO GRANT &amp; LOCAL RETURN FUNDS</b>	
<b>Funding Source</b>	<b>Amount</b>
Metro Open Streets Grant - Cycle Two	\$149,000
City of Burbank Measure R Local Return	\$176,000
<b>TOTAL FUNDING REQUIRED:</b>	<b>\$325,000</b>

Table 2:

<b>ESTIMATED EVENT EXPENDITURES</b>	
<b>Item</b>	<b>Cost Estimate</b>
Event Production and Planning Consultant Services	\$150,000
Police Department	\$90,000
Traffic Control Plan, Management, and Devices (K-rail, Barricades, Signage)	\$40,000
City Noticing/City Outreach	\$15,000
Water (Potable & K-rail)	\$10,000
Fire Inspections	\$5,000
Contingency	\$15,000
<b>TOTAL ESTIMATED EXPENDITURES:</b>	<b>\$325,000</b>





BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
Special Meeting of Tuesday, January 21, 2020  
9:00 A.M.

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



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

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



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



## AGENDA

Tuesday, January 21, 2020

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
5. CONSENT CALENDAR
  - a. Committee Minutes  
(For Note and File)
    - 1) Operations and Development Committee  
(i) October 21, 2019 **[See page 1]**
    - 2) Finance and Administration Committee  
(i) October 21, 2019 **[See page 4]**
    - 3) Legal, Government and Environmental Affairs Committee  
(i) November 4, 2019 **[See page 8]**
  - b. Commission Minutes  
(For Approval)
    - 1) December 16, 2019 **[See page 10]**
  - c. Treasurer's Reports
    - 1) September 2019 **[See page 16]**
6. ITEMS FOR COMMISSION APPROVAL
  - a. Fire Service Cooperative Agreement **[See page 41]**
7. ITEMS FOR COMMISSION INFORMATION
  - a. Community Noise Concerns **[See page 49]**
8. ITEMS FOR COMMISSION INFORMATION
  - a. FAA Part 139 Inspection Report **[No staff report]**

- b. November 2019 Parking Revenue Statistics *[No staff report]*
- c. November 2019 Transportation Network Companies *[No staff report]*
- d. November 2019 Passenger/Cargo and Regional Airport Passenger Statistics *[See page 50]*

9. CLOSED SESSION

- a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): 1 potential case. Facts and Circumstances: FAA Southern California Metroplex Project
- b. CONFERENCE WITH LABOR NEGOTIATORS  
(California Government Code Section 54957.6)  
Authority Representatives: Frank Miller, Executive Director  
Edward Skvarna, Chief of Police/Director  
Public Safety  
Employee Organization: Burbank Airport Police Officers Association
- c. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
(California Government Code Section 54957(b))  
Title: Executive Director

10. COMMISSIONER COMMENTS  
(Other updates and information items, if any)

11. ADJOURNMENT

## COMMISSION NEWSLETTER

Tuesday, January 21, 2020

*[Regarding agenda items]*

### 5. CONSENT CALENDAR

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

- a. COMMITTEE MINUTES. Approved minutes of the Operations and Development Committee meeting of October 21, 2019; approved minutes of the Finance and Development Committee meeting of October 21, 2019; and approved minutes of the Legal, Government and Environmental Affairs Committee special meeting of November 4, 2019, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. Draft minutes of the December 16, 2019, Commission meeting are attached for the Commission's review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for September 2019 is included in the agenda packet. At the December 16, 2019, Finance and Administration Committee meeting, the Committee voted (2-0, 1 absent) to recommend that the Commission note and file this report.

### 6. ITEMS FOR COMMISSION APPROVAL

- a. FIRE SERVICE COOPERATIVE AGREEMENT. A staff report is included in the agenda packet. At its December 16, 2019, meeting of the Operations and Development Committee, the Committee voted unanimously (3-0) to recommend that the Commission authorize the Director of Public Safety/Chief of Police to execute a proposed Fire Service Cooperative Agreement with the City of Burbank.

### 7. ITEMS FOR COMMISSION DISCUSSION

- a. COMMUNITY NOISE CONCERNS. A staff report is included in the agenda packet. The fifth Task Force meeting was held on Wednesday, January 15<sup>th</sup> at 6:30 p.m. at the Los Angeles Marriott Burbank Airport Hotel and Convention Center. Four community groups presented their proposed solutions.

### 8. ITEMS FOR COMMISSION INFORMATION

- a. FAA PART 139 ANNUAL INSPECTION REPORT. No staff report attached. Staff will brief the Commission on the results of the annual FAA Part 139 Airport Certification Inspection which occurred on November 19 through November 21, 2019.
- b. NOVEMBER 2019 PARKING REVENUE STATISTICS. No staff report attached. Staff will present parking revenue data for the month of November 2019.

- c. NOVEMBER 2019 TRANSPORTATION NETWORK COMPANIES. No staff report attached. Staff will update the Commission on TNC activity for the month of November 2019.
  
- d. NOVEMBER 2019 PASSENGER/CARGO AND REGIONAL AIRPORT PASSENGER STATISTICS. A staff report is included in the agenda packet. The November 2019 passenger count of 525,279 was up 9.5% compared to last year's 479,719 passengers. Air carrier aircraft operations increased 8.4%, while cargo volume in November was down at 8.4 million pounds