



Los Angeles World Airports

Item Number
Here

REPORT TO THE BOARD OF AIRPORT COMMISSIONERS

DAVID REICH

DAVID REICH (Jan 27, 2022 09:30 PST)

Approved by: David Reich, Deputy Executive Director, Mobility,
Strategy and Planning

S. Bricker

Samantha Bricker (Jan 27, 2022 09:33 PST)

Reviewed by: Samantha Bricker, Chief Sustainability and
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Brian Ostler (Jan 27, 2022 09:54 PST)

Brian C. Ostler, City Attorney

Justin Erbacci

Justin Erbacci (Jan 27, 2022 12:29 PST)

Justin Erbacci, Chief Executive Officer

Meeting Date:

2/3/2022

CAO Review:

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Completed

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N/A

<u>Reviewed for</u>	<u>Date</u>	<u>Approval Status</u>	<u>By</u>
Finance	1/26/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA	JS
CEQA	1/26/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	VW
Procurement	1/26/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Cond	LK
Guest Experience	1/20/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	TB
Strategic Planning	1/26/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA	KC

SUBJECT

Request to approve, and authorize the Chief Executive Officer to enter into, an Agreement between Los Angeles World Airports and the Service Employees International Union United Service Workers West to avoid future litigation and/or administrative challenges related to the Los Angeles International Airport Airfield and Terminal Modernization Project.

RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

1. ADOPT the Staff Report.
2. DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f and Article II, Section 2.i of the Los Angeles City CEQA Guidelines, is not a project as defined in State CEQA Guidelines Section 15378 and is consistent with the Airfield and Terminal Modernization Project Environmental Impact Report.
3. APPROVE the Agreement between Los Angeles World Airports and the Service Employees International Union United Service Workers West.
4. AUTHORIZE the Chief Executive Officer to execute said Agreement after approval as to form by the City Attorney.

DISCUSSION

1. Purpose

The Airfield and Terminal Modernization Project (ATMP, Project) includes construction of airfield improvements including a new Concourse 0 and Terminal 9, a refined system of roadways to access the Central Terminal Area, as well as enabling projects associated with the Project.

Pursuant to the California Environmental Quality Act, the Board of Airport Commissioners (BOAC) certified the ATMP Environmental Impact Report (EIR) and approved the ATMP on October 7, 2021. Service Employees International Union United Service Workers West (SEIU USWW) filed an appeal of the BOAC certification of the EIR with the Los Angeles City Council. The City Council heard and denied the CEQA Appeal on November 9 and 10, 2021. The Agreement between Los Angeles World Airports (LAWA) and SEIU USWW, if approved, avoids any future litigation and/or administrative challenges associated with any local, state, and federal approvals, environmental review, or administrative and legislative consideration of the Project.

2. Prior Related Actions

- **October 7, 2021 – Resolution No. 27351 (Board File No. 2028)**
The Board of Airport Commissioners approved the Airfield and Terminal Modernization Project as described in the Final Environmental Impact Report, certified the Final Impact Report and adopted the associated documents, and approved the Los Angeles International Airport (LAX) Specific Plan Compliance Review Determination as set forth in the Executive Director's Report.

3. Current Action

Staff requests approval of the Agreement between LAWA and SEIU USWW (see Attachment A).

The Agreement, if approved, will avoid litigation of and/or administrative challenges to the ATMP, enabling the project to commence and be completed in time for the 2028 Olympic games. The Agreement, if approved, will (a) expedite the implementation of transit options and programs at LAX which will reduce Vehicle Miles Traveled (VMT) and Greenhouse Gas Emissions, (b) provide additional oversight on labor compliance issues, and (c) make further advancements in improving air quality at LAX. It will also allow for the advancement of the ATMP in a socially and environmentally responsible manner.

Provisions of the Agreement include, but are not limited to, the following:

Los Angeles World Airports will develop and implement the following:

- An on-demand Micro Transit Shuttle that would serve employees commuting to work at LAX
- A carpool incentive program that would reduce the monthly parking fee for LAX employees who carpool to LAX
- A subsidized transit pass program for LAX employees to encourage employees to take mass transit to work

Los Angeles World Airports will adopt an updated electric vehicle purchasing policy for its light duty sedan fleet and develop a plan and purchasing schedule for electric or zero emission medium and heavy-duty vehicles.

Los Angeles World Airports will amend its MOU with the City of Los Angeles, Bureau of Contract Administration (BCA), to enable the following:

- The BCA will conduct audits of at least three companies per year to determine compliance with the Living Wage Ordinance (LWO) and Worker Retention Ordinance (WRO), prioritizing companies whose workers have filed complaints alleging LWO and WRO violations
- The BCA staff will provide one hour of training to workers of Certified Service Provider companies each year to provide information on their rights under the LWO and WRO and how to report violations
- The BCA staff will conduct interviews and outreach with workers at LAX on a regular basis, focusing on living wage compliance and worker retention issues
- The BCA and LAWA staff will work to implement a program to supplement labor compliance outreach to workers at LAX by expanding its citywide Community Outreach Assistance Program to LAX for the first time

In addition, LAWA staff will monitor and provide enhanced oversight of Emergency Preparedness Training as part of the Certified Service Provider Program (CSPP) requirements and will amend the list of airport violations and thresholds in the CSPP Requirements to provide a more clearly defined system of escalating consequences for violations of the LWO, WRO, and other labor laws or regulations at LAX.

How this action advances a specific strategic plan goal and objective

This action advances this strategic goal and objective: *Sustain a Strong Business: Operate sustainability – balancing economic, social and environmental responsibilities.* This action, if approved, will expedite the implementation of transit options and programs at LAX which will reduce VMT and Greenhouse Gas Emissions, provide additional oversight on labor compliance issues, and make further advancements in improving air quality at LAX. It will also allow for the advancement of the ATMP in a socially and environmentally responsible manner.

Fiscal Impact

The estimated value of the commitments contained in the Agreement is approximately \$16 million. Many of these commitments may be funded through separate projects and programs and with various funding sources. Some of the actions contemplated by this Agreement may require appropriations. Those appropriations would be handled separately when specific actions are proposed, with the source of funding to be identified at that time. Funding for these commitments may be included in the project budgets of future LAWA projects.

4. Alternatives Considered

- ***Take No Action***

If the Board does not move forward with approving this Agreement, SEIU USWW could attempt to delay or impede the implementation of the ATMP.

APPROPRIATIONS

No appropriation of funds is required for this action.

STANDARD PROVISIONS

1. This item, as a continuing administrative, maintenance and personnel-related activity, is exempt from CEQA requirements pursuant to Article II, Section 2.f. of the Los Angeles City CEQA Guidelines. In addition programs to reduce VMT and air pollutant emissions, such as those outlined in the Agreement, are consistent with measures identified in the ATMP EIR, and no further analysis of these programs is required. Any activity (approval of bids, execution of contracts, allocation of funds, etc.) for which the underlying project has previously been evaluated for environmental significance and processed according to the requirements of CEQA is exempt from further review pursuant to Article II, Section 2.i of the Los Angeles City CEQA Guidelines. The Airfield and Terminal Modernization Project EIR was certified by the Board of Airport Commissioners for this project on October 7, 2021 (Resolution No. 27351).
2. The proposed document(s) is/are subject to approval as to form by the City Attorney.
3. Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 245.
4. This action is not subject to the provisions of the Living Wage/Worker Retention Ordinances.
5. This action is not subject to the provisions of the Business Enterprise (BE) Programs.
6. This action is not subject to the provisions of the Affirmative Action Program.
7. This action does not require a Business Tax Registration Certificate number.
8. This action is not subject to the provisions of the Child Support Obligations Ordinance.
9. This action is not subject to the insurance requirements of the Los Angeles World Airports.
10. This action is not subject to the provisions of Charter Section 1022 (Use of Independent Contractors).
11. This action is not subject to the provisions of the Contractor Responsibility Program.
12. This action is not subject to the provisions of the Equal Benefits Ordinance.
13. This action is not subject to the provisions of the First Source Hiring Program.
14. This action is not subject to the provisions of Bidder Contributions CEC Form 55.
15. This action is not subject to the provisions of Municipal Lobbying Ordinance CEC Form 50.
16. This action is not subject to the provisions of the Iran Contracting Act.

Attachment

- A. Agreement between Los Angeles World Airports and SEIU USWW

AGREEMENT

This Agreement (“**Agreement**”) is made and entered into as of this ___ day of _____, 2022, by and between the City of Los Angeles and its Department of Airports (Los Angeles World Airports or “**LAWA**”), acting by and through its Board of Airport Commissioners (“**BOAC**”) (collectively, “**LOS ANGELES**”) on the one hand, and the Service Employees International Union United Service Workers West (“**SEIU USWW**”) on the other (each, a “**Party**,” and collectively, the “**Parties**”).

WHEREAS, LAWA is planning the Airfield and Terminal Modernization Project (“**ATMP**”) for Los Angeles International Airport (“**LAX**”), which would include, but not be limited to, construction of airfield improvements, construction of a new Concourse 0 and Terminal 9, and a refined system of roadways to access the Central Terminal Area, as further described in LAX ATMP Draft Environmental Impact Report (“**EIR**”) Section 2.4, Project Elements, and Section 2.5, Enabling Projects, as modified by ATMP Final EIR Section F3.2, Corrections and Clarifications to the Draft EIR Main Document;

WHEREAS, LAWA has analyzed the ATMP pursuant to the California Environmental Quality Act (“**CEQA**”), and, in association with the Federal Aviation Administration (“**FAA**”), pursuant to the National Environmental Policy Act (“**NEPA**”), as well as pursuant to related federal, state, and local laws and regulations;

WHEREAS, on October 7, 2021, pursuant to CEQA, the BOAC certified the ATMP EIR and approved the LAX ATMP as described in the EIR;

WHEREAS, on October 18, 2021, SEIU USWW filed an appeal of the BOAC certification of the EIR with the Los Angeles City Council (“**CEQA Appeal**”);

WHEREAS, on November 9 and 10, 2021, the City Council heard and denied the CEQA Appeal;

WHEREAS, on December 13, 2021, the FAA approved a Finding of No Significant Impact and Record of Decision for the ATMP based upon the results of a NEPA Final Environmental Assessment (“**EA**”) and a Final General Conformity Determination; and

WHEREAS, SEIU USWW and LAWA desire and intend that the ATMP proceed through local, state and federal approvals and environmental review, administrative and legislative consideration, and through implementation, without litigation, subject to the terms of this Agreement;

NOW, THEREFORE, in consideration of and in reliance upon the mutual covenants of the Parties expressed in this Agreement, the Parties agree as follows:

SECTION I: GENERAL PROVISIONS

- A. Recitals True and Correct.** The above recitals are true and correct and are hereby incorporated as part of this Agreement.
- B. Regulatory Prohibitions.** Notwithstanding any provision of this Agreement, LOS ANGELES will not be required by this Agreement, either directly or indirectly, to expend any funds or take any actions that are (i) prohibited or disapproved by the FAA or any other regulatory agency; or (ii) prohibited by any local, state or federal law, regulation or requirement (including but not limited to CEQA, NEPA, the federal Clean Air Act, the Airline Deregulation Act, the National Labor Relations Act, the Railway Labor Act and the Employee Retirement Income Security Act); or (iii) inconsistent with grant assurances provided by LOS ANGELES to the federal government; or (iv) would constitute a violation of any FAA grant assurance entered into by LOS ANGELES; or (v) would constitute an unlawful waiver of LOS ANGELES' police power.
- C. No Third-Party Beneficiaries.** Except as otherwise provided in Section II.A of this Agreement, this Agreement has no third-party beneficiaries, and no one other than the Parties will have any right to enforce any of the obligations created by this Agreement.
- D. Term.** The provisions of this Agreement shall be operational through December 31, 2030, however, none of the settlement provisions will be implemented if litigation is filed by any person or entity and an injunction issued and, as a consequence of that litigation, LAWA rescinds its approval of ATMP.

SECTION II: SEIU USWW COVENANT, COMMITMENTS AND OBLIGATIONS

A. Covenant.

SEIU USWW agrees not to Oppose in any judicial or administrative proceeding, or to support any third-party Opposition in any judicial or administrative proceeding, any governmental approvals, entitlements or permits (“**ATMP Approvals**”) required for financing, permitting, or construction of the ATMP, including but not limited to Opposing ATMP Approvals based on alleged violations of CEQA, NEPA, or other State, Federal or local laws or regulations applicable or potentially applicable to the ATMP. SEIU USWW agrees not to Oppose additional ATMP Approvals required with respect to revisions or changes to the ATMP, provided such approvals or changes involve activities or actions not inconsistent with those described or identified in the ATMP EIR (State Clearinghouse No. 2019049020) and not inconsistent with this Settlement Agreement (“**Additional ATMP Approvals**”).

This limitation does not include (1) actions taken by SEIU USWW to enforce this Settlement Agreement under Section IV below, or (2) actions taken by SEIU USWW relating to wage or working condition laws, regulations or agreements, or (3) actions taken by SEIU USWW alleging LOS ANGELES has not complied with the mitigation measures set forth in the ATMP Mitigation Monitoring and Reporting Program.

“Oppose,” “Opposing” or “Opposition,” as used in this section means any activity objecting to, challenging, appealing, or litigating - in any fashion or manner - through an administrative, legislative or judicial process or assisting, or funding anyone else in any such activity. “Oppose,” “Opposing” or “Opposition,” as used in this section also means interfering with public hearings or the processing of applications for governmental or regulatory approvals, entitlements or permits. “Oppose,” “Opposing” or “Opposition,” as used in this section does not mean unofficial or unendorsed communications by non-executive members or non-official representatives of SEIU USWW.

1. SEIU USWW acknowledges and agrees that LOS ANGELES and any local, state or federal agency that is subject to a lawsuit, administrative complaint or intervention described in this Covenant may plead this Agreement as a defense to any such litigation, administrative complaint or intervention. In such a case, SEIU USWW agrees that LOS ANGELES (including, but not limited to, LAWA), and/or the other local, state or federal entity(ies) would also be entitled to all remedies available in equity including, but not limited to, preliminary injunctive relief and specific performance of this Agreement including immediate dismissal of any such litigation, administrative complaint or intervention.

B. Transit Information.

SEIU USWW agrees to provide LAWA with SEIU USWW LAX Employee Transit Information as set forth in Exhibit A. Information will be provided on an annual basis starting in July 2022.

C. Activities May be Used as Mitigation.

SEIU USWW acknowledges and agrees that LOS ANGELES shall be able to identify, consider and apply any activities funded pursuant to this Agreement, as it may be amended, as mitigation measures for LAX projects.

D. Audit.

SEIU USWW recognizes that from time to time the FAA or the Office of Inspector General of the U.S. Department of Transportation (“**OIG**”) may conduct audits of financial transactions affecting LAWA to determine whether LOS ANGELES is complying with applicable federal aviation law, including 49 U.S.C. § 47107(b) and the FAA Policy and Procedures Concerning the Use of Airport Revenue. SEIU USWW agrees to fully respond and cooperate with LAWA in the event of any such audits by the FAA or OIG, including, but not limited to, any such audits of the financial transactions that are the subject of this Agreement. SEIU USWW agrees to maintain for a period of not less than six years all documentation necessary to ensure compliance with all applicable FAA regulatory requirements and promptly to provide such documentation to LAWA upon request.

E. Commitments Consistent With ATMP.

SEIU USWW understands and agrees that LAWA's commitments and obligations, as

set forth in Section III of this Agreement, are consistent with the ATMP as approved, and that no further environmental review of these commitments and obligations is required in connection with LAWA's approval of this Agreement.

SECTION III: LAWA COMMITMENTS AND OBLIGATIONS

A. Transportation Commitments¹

Micro-Transit LAX Shuttle. LAWA will work with stakeholders to develop and implement an LAX "On-demand Micro-Transit Shuttle" that would serve employees commuting to work at LAX. LAWA will consult with stakeholders regarding the service area but will target communities with large concentrations of LAX workers within 10 miles of LAX. LAWA will fund and operate the service which will be subsidized for LAX employees; fares will be determined once service is developed; LAWA funding for this service will not exceed \$5 million over the term of this Agreement; and operations, timing and duration will be at LAWA's discretion. Planning for this program will start in Fiscal Year (FY) 2023. Planning will include assessing the current commuting patterns of LAX workers, determining the origin and destinations of LAX workers around the LAX campus, stakeholder outreach (including employee focus groups), as well as ensuring that any new service does not compete with existing transit options, in order to determine the best areas for potential service.

Carpool Incentive Parking Program. LAWA will develop a Carpool Parking Incentive Program for LAX employees with preferential parking locations and reduced monthly fee for defined Carpool parking. Parking fees will be discounted by 50% for carpools with 2 or more employees. Preferential parking will initially be provided in Employee Lot South near the shuttle stop and could be provided at the Employee Lot North or Employee Lot East based on demand. This program will be developed and implemented in FY 2023.

Subsidized Metro passes for LAX employees. LAWA will develop and implement a program and policy to provide subsidized transit passes for LAX employees in the amount of approximately \$1 million/year for a total amount not-to-exceed \$7 million. The goal of the program is to reduce Vehicle Miles Traveled (VMT) of LAX employees and incentivize workers to take mass transit options to work instead of a single occupancy vehicle. LAWA's intent is to subsidize the transit pass so that the cost of the pass for individual LAX Employees (as defined in the LAX TMO Policy) would be substantially less than the cost of paying for parking for single-occupancy vehicles in the employee lots. LAWA will work with the FAA, appropriate agencies such as Metro, and stakeholders, such as SEIU USWW, to develop a program that will be implemented in FY 2023. LAWA will prepare an annual written report which will track and monitor subsidy levels, participation in the program,

¹ As set forth in SEIU USWW commitments above, SEIU USWW agrees to provide LAWA with SEIU USWW LAX Employee Transit Information as set forth in Exhibit A.

progress towards achieving VMT and other transit goals as well as level of expenditure to ensure the program's success. The program will be implemented until 2028. Any continuation of the program would be subject to FAA approval.

B. Electric Ground Support Equipment

LAWA will provide \$500,000 for a Ground Support Equipment ("GSE") incentive program with \$250,000 starting in FY 2023 to encourage providers to retire old diesel ground support equipment and switch to electric GSE.

LAWA will develop policies that will further reduce GSE emissions. LAWA will target emissions reductions that correspond to having 70% electric or zero emission GSE equipment by 2031 and 100% by 2035, where technically feasible and commercially available. As part of these policies, LAWA will develop and finalize an infrastructure plan by FY 2025 that will support the further electrification of GSE equipment.

C. Electric Vehicle Purchasing Policy

Within six months from date of execution of this Agreement, LAWA will adopt an updated Electric Vehicle Purchasing policy that would require 100% of purchases of LAWA's light-duty sedan fleet to be electric by end of calendar year 2031 and that LAWA pursue a zero-emission first purchasing policy for other light-duty vehicles in its fleet.

For LAWA medium and heavy-duty vehicles: (1) in FY 2023 LAWA will develop a plan that will provide an assessment and inventory of the current medium and heavy duty fleet, and (2) in FY 2024 LAWA will develop and finalize a plan to electrify or convert this fleet to zero emission, if possible, and will develop and finalize a schedule to replace the fleet with electric or zero emission vehicles if commercially available. If electric medium and heavy-duty vehicles are not commercially available, LAWA will purchase the cleanest vehicle available.

D. Alternative Fuel Vehicle Requirement Program

For medium and heavy-duty vehicles used by LAX contractors, licensees, or leases in their operations related to LAX, LAWA will require them to continue to comply with the LAX Alternative Fuel Vehicle Requirement Program ("**LAX AVF Program**"). The LAX AFV Program requires that covered vehicles have engines that are 2013 model years or younger and meet either the California Air Resources Board's ("**CARB**") Low-Emission Vehicle (LEV III) or Optional Low-NOx standards. In addition, LAWA will work with operators of airport shuttle buses to ensure that they comply with the CARB's Zero Emission Airport Shuttle Bus Rule. Under this rule, operators must convert 33% of their airport shuttle bus fleet to zero-emission by 2027, 66% by 2031, and 100% by 2035. By FY 2024, LAWA will investigate, and develop and finalize zero emission vehicle targets for vehicles other than shuttle buses that are included as part of the LAX AVF Program.

E. On Site Power Generation

LAWA will generate 15% of its power on site from renewable sources by 2035.

F. Health and Exposure Study

SEIU USWW is working with members of the Los Angeles City Council to identify funding and to commission research studies regarding potential health impacts of exposure to airport related emissions near LAX and worker exposure to LAX related emissions. This Agreement does not require LAWA to fund, conduct, or commission such a study; however, LAWA will consult and confer with the researchers conducting the study if the study is funded, commissioned, and/or conducted by a City of Los Angeles Department or Agency. LAWA will share LAX air quality and other relevant data as requested, unless privileged or otherwise exempted from production under the California Public Records Act or any other federal, state or local law. Any requests for access to the airport to conduct research will be submitted to LAWA in writing and LAWA, in its sole discretion, will determine whether to grant access and what the terms and conditions of such access will entail.

G. LAWA and Bureau of Contract Administration (“BCA”) to implement an audit program that focuses on employer compliance with the Living Wage Ordinance (“LWO”) and/or Worker Retention Ordinance (“WRO”)

LAWA will amend in FY 2023 its MOU with BCA to enable BCA to conduct audits of at least three companies per year, including companies performing passenger service, baggage handling, customer service, janitorial, security, cabin cleaning and ramp functions at LAX, to determine compliance with the LWO and WRO. BCA shall prioritize companies whose workers have filed complaints of violations within the last two years regardless of whether the complaint was resolved or settled. The exact time and date of the audit will be selected by BCA and will cover, at a minimum, two months of wage records or as determined by BCA. The audits shall include worker interviews. Should the audit result in a finding of violation, BCA will provide LAWA with information on the violation(s) and LAWA will post the findings on its website so that they are publicly accessible.

H. LAWA, through the MOU with the BCA, will fund enhanced labor compliance outreach at LAX

1. BCA staff will provide one hour training to all LAX workers of Certified Service Providers (“CSP”) once a year. BCA will collaborate with LAWA to implement by the end of FY 2023 a curriculum and outreach materials focusing on workers’ rights under the LWO and WRO. Specific information will be provided on how to report violations to the BCA and other governmental agencies having jurisdiction and workers will be advised of legal protections against retaliation. The one-hour training will be incorporated into the 16 hour emergency preparedness training for the convenience of employers and employees.
2. BCA will conduct interviews and outreach with workers at LAX on a regular basis, starting in FY 2023. BCA investigators will proactively reach out to workers across the LAX campus focusing on living wage compliance and worker retention issues as well as worker rights and how to report violations or complaints to the appropriate agency.

3. LAWA will work with BCA to implement a program to supplement labor compliance outreach to workers at LAX. BCA intends to update and revise the Community Outreach Assistance program requirements and will be soliciting new participants for its Community Outreach Assistance bench in the spring of 2022. LAWA will work collaboratively with BCA to implement in FY 2023 LAWA specific qualifications for outreach firms who can compete to participate in this bench contract. The program will help supplement BCAs outreach to workers and employers at LAX. Specific tasks, deliverables and objectives will be developed by BCA in collaboration with LAWA to ensure that employers and employees are aware of labor compliance requirements at LAX. As part of the Request for Qualifications for qualified firms for the new bench contract and as part of the development of specific tasks, deliverables, and objectives in conjunction with BCA, LAWA will ensure that the community outreach workers have the appropriate access at LAX to complete their work, subject to standard security and background checks. The selected outreach firm will receive training from BCA and specific tasks and deliverables will be issued by BCA after consultation with LAWA. LAWA will receive input from key stakeholders pertaining to the tasks, deliverables and objectives of the program. BCA will specify the types of activities the community outreach workers can participate in and what types of subjects they can substantively address with employees. But these shall at least include the LWO, WRO, and all means available to report violations of these ordinances. Costs will be based on the actual tasks and deliverables formulated by BCA and LAWA shall provide funding sufficient for BCA to adequately meet the City's commitment in this Agreement, which is estimated to be approximately \$250,000 per year.

I. Enhanced oversight of Emergency Preparedness Training

LAWA staff will monitor, starting in FY 2023, adherence to section 3.5 of the Certified Service Provider Program ("CSPP") Requirements through regular inspection of CSP's Emergency Preparedness Training ("EPT") training syllabi, records of completion, and lists of employees on payroll. A training syllabus and evidence of a proper training plan are required prior to the issuance of a Certified Service Provider License Agreement ("CSPLA"). LAWA agrees to conduct an automatic CSPP Notice of Investigation meeting in the event it determines lack of compliance with section 3.5.

J. New Employer Orientation Program

LAWA will hold annual employer workshop sessions starting in FY 2023 to ensure all employers are educated on LAX pertinent rules, regulations and ordinances. BCA will send staff to these sessions to provide education, outreach and information on the LWO and WRO. All companies with new CSPLAs within the past year or who are in the application process are required to attend. All CSPLA companies will be invited. LAWA will explore recording these sessions and holding them virtually/online to enable maximum flexibility for employers.

K. Consequences in the CSPP For Labor Violations

LAWA will amend in FY 2023 the list of airport violations and associated thresholds found in the CSPP Requirements document as follows:

“Any CSP violation of a labor law or labor regulation affecting an LAX employee or group of employees², fully adjudicated by a court or regulatory agency (and made known to LAWA), will result in a warning notice. Two such violations within one year will result a notice of non-compliance, and three such violations within one year will result in a notice of investigation.”

Nothing in this clause should be construed to mean that LAWA cannot act earlier on a recommendation of the BCA to remove a CSP’s license.

- L. Badges.** LAWA will allow SEIU USWW to apply to badge two union representatives that represent LAX workers for the purposes of visiting union represented worksites and break rooms in the terminal area through the exiting process used by other employers and union(s). LAWA will allow any badged SEIU USWW representatives with terminal access to continue to visit more secure areas in the Air Operations Area (“AOA”) on the ramp (as is necessary to visit union represented worksites) if escorted per security protocol.
- M. No City of Los Angeles General Funds** will be expended. Under no circumstances may any of LAWA’s obligations under this Agreement require any expenditure from the City of Los Angeles General Fund or any other City of Los Angeles-controlled source of funds, except LAWA funds.
- N. Subject to Federal, State and Local Laws.** LOS ANGELES’s obligations under this Agreement are subject and subordinate to federal, state and local laws and approval by FAA. In the event that FAA does not approve one or more of LAWA’s commitments in Section III or a court rules that a commitment in Section III is pre-empted or otherwise prohibited by a federal, state or local law, LAWA will notify SEIU USWW within 10 days of the FAA disapproving one or more of the commitments in Section III, and the Parties will meet in good faith to develop substitute commitments that meet the same or similar goals and objectives. Any such substitute commitments will be subject to approval by FAA. In the event the FAA does not approve a substitute commitment or a court rules that a substitute commitment is pre-empted or otherwise prohibited by a federal, state or local law, the Parties will continue to work in good faith to develop and implement a substitute commitment that will be approved by FAA and comply with federal, state and local laws until FAA approves a substitute commitment. To the extent required by law, any substitute commitments shall also be subject to review and approval by BOAC, which it may grant or deny in its sole and absolute discretion.
- O. Progress Reporting.** LAWA will issue an annual written report tracking progress on implementation of the programs contained in this Agreement. LAWA executives will meet with representatives from SEIU USWW on a mutually agreed upon basis. SEIU

² A single violation affecting more than one employee shall be counted as one violation.

USWW may also make requests for meetings in writing to discuss implementation of these initiatives.

SECTION IV: DISPUTE RESOLUTION AND ENFORCEMENT

A. Preliminary Enforcement Procedures.

1. **Applicability.** These preliminary enforcement procedures in this Section IV.A do not apply to any actual or alleged violations of Section II.A (Covenant), but shall apply to all other disputes and alleged defaults under this Agreement.
2. **Right to Cure.** If any Party believes that another Party's performance is in default of the Party's obligations under this Agreement, the Party shall provide written notice to the other Party of the alleged default; offer to meet and confer in a good faith effort to resolve the issue; and provide the other Party 60 days to cure the alleged default commencing at the time of receipt of the notice. Any notice given under this Agreement will specify in reasonable detail the nature of the alleged default and, where appropriate, the manner in which the alleged default satisfactorily may be cured. If the FAA or any other regulatory authority determines that LOS ANGELES's performance under this Agreement is prohibited or would result in withholding or demand for remittance of federal funds, LOS ANGELES's failure to perform shall not constitute a default under this Agreement.
3. **Mediation.** If an alleged default in performance has not been cured within the 60-day period provided in Section IV.A.2 of this Agreement, either Party may request in writing that the dispute first be submitted to mediation prior to judicial enforcement. Mediation is not mandatory and is not a prior condition to judicial enforcement. The Parties shall split the cost of the services of the mediator. Either Party may terminate the mediation at any time. Each Party shall bear its own attorneys' fees and its costs relating to the mediation. The mediation shall be treated as a settlement discussion and shall therefore be confidential and not be used against either party in a judicial proceeding.

B. Effects of SEIU USWW Violation of Obligations and/or Commitments Regarding the Covenant.

If SEIU USWW violates the obligations or commitments set forth in Section II.A. of this Agreement and SEIU USWW does not cure such violations within five (5) business days from the date LAWA provides written notice of the violation(s), then the following provisions shall apply:

1. If the violation consists of filing or initiating any judicial or administrative proceeding, LOS ANGELES (including, but not limited to, the City Council, the Board of Airport Commissioners and LAWA) shall have no further obligations whatsoever under this Agreement unless and until SEIU USWW seeks judicial review and the court finds that SEIU USWW did not file or initiate any judicial or administrative proceeding in violation of the covenant

set forth in Section II.A. In this scenario, the Parties will jointly request expedited judicial review.

2. If the violation consists of any other Opposition, then LAWA may suspend any or all of its obligations under this Agreement unless and until SEIU USWW seeks judicial review and the court finds that SEIU USWW did not violate the covenant set forth in Section II.A. In this scenario, the Parties will jointly request expedited judicial review.

C. Judicial Enforcement.

1. **Immediate Enforcement of Certain Provisions.** Notwithstanding any other provision of this Agreement, LOS ANGELES may seek immediate judicial enforcement of any alleged violations under Section II.A subject to the notice and opportunity to cure provided in Section IV.B.
2. **Specific Performance Sole Remedy.** Except as set forth in Section IV.B the only relief that any Party may request in the event of a breach of this Agreement will be an order compelling specific performance. No Party may seek monetary damages of any kind as a result of any alleged breach of this Agreement. No Party shall seek judicial relief ordering and no judicial officer shall have the power to order LAWA to cease, suspend or modify (i) operations at LAX, (ii) implementation of ATMP, or (iii) any other LAWA program or activity. No Party shall seek judicial relief ordering and no judicial officer shall have the power to order any Party to undertake any action except for those set forth in this Agreement.

SECTION V: NOTICES

All notices will be in writing and will be addressed to the affected Party at the addresses set forth below. Notices will be: (a) delivered by in-person service to the addresses set forth below, in which case they will be deemed delivered on the date of delivery, as evidenced by the written report of the courier service, or (b) sent by certified mail, return receipt requested, in which case they will be deemed delivered three business days after deposit in the United States mail. All notices shall also be sent by e-mail to the email addresses below. Any Party may change its address or the name and address of its attorneys by giving notice in compliance with this Agreement. Notice of a change will be effective only upon receipt. Notice given on behalf of a Party by any attorney purporting to represent a Party will constitute notice by the Party if the attorney is, in fact, authorized to represent the Party. The addresses of the Parties and their attorneys are:

If to LOS ANGELES:

Chief Executive Officer
Los Angeles World Airports 1
World Way
P.O. Box 92216
Los Angeles, California 90009-2216

Email: lawaceo@lawa.org

With a copy to:

General Counsel to the Airport Division
1 World Way
Los Angeles, California 90045

Email: Bostler@lawa.org

If to SEIU USWW:

David Huerta or President
SEIU USWW
828 W. Washington Bl.
Los Angeles, CA 90015

Email: david.huerta@seiu-usww.org

With a copy to:

Gideon Kracov
801 S. Grand Avenue 11th Fl.
Los Angeles, CA 90071

Email: gk@gideonlaw.net

SECTION VI: MISCELLANEOUS

- A. Legal Fees and Costs.** Each Party will bear its own legal fees and costs resulting from the City's administrative processes culminating in certification of the EIR and approvals of the ATMP, and from the preparation, negotiation, execution, and non-judicial enforcement of this Agreement. The prevailing party in any judicial enforcement action pursuant to this Agreement shall be entitled to recover reasonable attorneys' fees and costs.
- B. Waiver.** The waiver of any provision or term of this Agreement will not be deemed a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a default, will not be deemed a waiver of any provision or term of this Agreement.
- C. Representation by Counsel.** Each of the Parties has been represented by counsel in the negotiation and drafting of this Agreement. Accordingly, this Agreement will not be strictly construed against any Party, and the rule of construction that any ambiguities be resolved against the drafting Party will not apply to this Agreement.
- D. Interpretation.** Specific provisions of this Agreement will take precedence over conflicting general provisions.
- E. California Law and Venue.** This Agreement will be construed in accordance with the laws of the State of California. The Parties agree that the sole venue for Judicial

enforcement of Agreement obligations shall be in Los Angeles Superior Court or United States District Court for the Central District of California.

- F. Entire Agreement.** This Agreement contains the entire agreement between the parties and, except as otherwise explicitly provided in this Agreement, supersedes any prior agreements related to the ATMP Approvals or Additional ATMP Approvals, whether written or oral. This Agreement explicitly does not supersede any agreements between LOS ANGELES and SEIU USWW other than for the ATMP Approvals or Additional ATMP Approvals.
- G. Authority of Signatories.** The individuals executing this Agreement represent and warrant that they have the authority to sign on behalf of the respective Party for which they have executed this Agreement.
- H. Electronic Signatures.** This Agreement, any amendment thereto, and any other document necessary for the consummation of the transaction contemplated by this Agreement may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a Party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered that had been signed using a handwritten signature. All Parties to this Agreement (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other Party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“**E-SIGN**”) and the California Uniform Electronic Transactions Act (“**UETA**”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.
- I. Amendments.** This Agreement may not be altered, amended or modified, except by an instrument in writing signed by each of the Parties.
- J. Counterparts.** This Agreement may be executed in two or more counterparts, each of which may be deemed an original, but all of which will constitute one and the

same document.

- K. Effective Date.** This Agreement will be effective upon execution by all Parties. If the Agreement is executed on different dates, then the effective date shall be the last date that the Agreement is executed.
- L. Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will continue in full force and effect.
- M. Assignment, Successors and Assigns.** This Agreement may not be assigned without the written consent of the other Party. If properly assigned, this Agreement will bind and inure to the benefit of the agents, assigns, and successors-in-interest of each Party.
- N. Party Representatives.** Within 15 days of execution of this Agreement, each Party shall designate in writing one individual to serve as that Party's Representative authorized to speak or act on behalf of that Party for all purposes under this Agreement and shall provide contact information for that representative to the other Party.

Remainder Of This Page Intentionally Left Blank; Signature Page Follows.

IN WITNESS WHEREOF, the Los Angeles Department of Airports and the City of SEIU USWW have caused this Agreement to be duly executed by their duly authorized representatives.

APPROVED AS TO FORM:

MICHAEL N. FEUER

City Attorney

By: _____
Deputy/Assistant City Attorney

Date: _____

CITY OF LOS ANGELES

Los Angeles World Airports

By: _____
Justin Erbacci
Chief Executive Officer

Date: _____

By: _____
Chief Financial Officer
Deputy Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Gideon Kracov, Attorney

Date: 1/28/22

**SERVICE EMPLOYEES INTERNATIONAL
UNION UNITED SERVICE WORKERS WEST**

By: _____
David Huerta, President

Date: 1/28/2022

EXHIBIT A

LAWA-SEIU-USWW Agreement Exhibit A

SEIU agrees to provide the following information in a manner and format acceptable to LAWA

SEIU Point of Contact (POC)	SEIU to identify a Point of Contact for LAX TMO communications
Aggregated Employee Information	SEIU to provide to LAWA on an annual basis: SEIU LAX employee population broken down by zip code SEIU LAX employee count broken down by company with company location/address
Commute LAX Interest Form	SEIU will disseminate, at least annually, information on Commute LAX to each of its members including a link to https://www.lawa.org/commutelax where employees can voluntarily fill out a Commute LAX interest form to take advantage of vanpool/carpool matching and transit trip planning services.