



June 13, 2024

CALL AND NOTICE OF A REGULAR MEETING
OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, June 17, 2024, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

In addition to attending the meeting in person, members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

Dial in: (818) 862-3332

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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of June 17, 2024

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 in-person attendance or participation at meeting of the Commission is allowed, members of the public are requested to observe the following rules of decorum:

- *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 three 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

Monday, June 17, 2024

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT (Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)
5. CONSENT CALENDAR (Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)
 - a. Committee Minutes
(For Note and File)
 - 1) Finance and Administration Committee
 - (i) May 20, 2024 **[See page 1]**
 - (ii) May 28, 2024 **[See page 3]**
 - 2) Legal, Government and Environmental Affairs Committee
 - (i) March 18, 2024 **[See page 4]**
 - b. Commission Minutes
(For Approval)
 - 1) June 3, 2024 **[See page 6]**
 - c. Employment Agreement with Deputy Police Chief **[See page 10]**
 - d. Professional Services Agreement
Conway Consulting **[See page 16]**
6. ITEMS FOR COMMISSION APPROVAL
 - a. Replacement Passenger Terminal Program Manager
Jacobs Project Management Company Task Order Authorization **[See page 18]**
 - b. Commissioner Code of Conduct **[See page 33]**
7. ITEMS FOR COMMISSION INFORMATION
 - a. Introduction of the New Airport Fire Department Chief
 - b. Introduction of the Deputy Chief of Police

- c. Airport Academy – Class of 2024
- 8. ITEMS PULLED FROM CONSENT CALENDAR
- 9. EXECUTIVE DIRECTOR COMMENTS
 - a. Quarterly Noise Complaint Update
 - b. Part 150 Citizens Advisory Committee Update
 - c. Airport Senior Staff Organizational Chart Update
- 10. COMMISSIONER COMMENTS
(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for future meeting.)
- 11. PUBLIC COMMENT
- 12. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, June 17, 2024

[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 Finance and Administration Committee meeting of May 20, 2024; approved minutes of the Finance and Administration Committee special meeting of May 28,, 2024; and approved minutes of the Legal, Government and Environmental Affairs Committee meeting of March 18, 2024, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the minutes of the Commission regular meeting of June 3, 2024, are included in the agenda packet for Commission review and approval.
- c. EMPLOYMENT AGREEMENT WITH DEPUTY POLICE CHIEF. A staff report is included in the agenda packet. This item seeks Commission authorization to execute an employment agreement with Mr. Aniello (“Neil”) Gallucci, as Deputy Chief of Police of the Burbank-Glendale-Pasadena Airport Authority Police Department. The agreement is for a two-year term effective June 17, 2024, with an initial annual salary starting at \$235,125.00. Additionally, the proposed agreement provides benefits including POST Executive Level Certificate pay of \$24,000 per year, paid in the monthly amount of \$2,000.
- d. PROFESSIONAL SERVICES AGREEMENT – CONWAY CONSULTING, LTD. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval of a Professional Services Agreement with Conway Consulting, Ltd. in a not to exceed amount of \$150,000 to provide for continued design and support services for the Replacement Passenger Terminal and related airport projects.

6. ITEMS FOR COMMISSION APPROVAL

- a. REPLACEMENT PASSENGER TERMINAL PROGRAM MANAGER – JACOBS PROJECT MANAGEMENT COMPANY TASK ORDER AUTHORIZATION. A staff report is included in the agenda packet. At its meeting on June 5, 2024, the Executive Committee voted (2–0, 1 absent) to recommend that the Commission authorize Task Order #4 in the amount of \$11,726,841 with Jacobs Project Management Co. for Replacement Passenger Terminal Project program management services.

- b. COMMISSIONER CODE OF CONDUCT. A staff report is included in the agenda packet. At its meeting on May 1, 2024, the Executive Committee voted unanimously (3–0) to approve a further revised draft Code of Conduct to formally establish policies on appropriate conduct by Commissioners with the media and at Authority meetings.

7. ITEMS FOR COMMISSION INFORMATION

- a. INTRODUCTION OF THE NEW AIRPORT FIRE DEPARTMENT CHIEF. No staff report attached. On June 4, 2024, Lewis Pianka was promoted to Fire Chief of the Hollywood Burbank Airport and will report to the Executive Director. Chief Pianka will also report/coordinate with the Director of Public Safety/Chief of Police Edward Skvarna on operational matters of the Airport. Chief Pianka began his career at the Airport as a firefighter 10 years ago, rising to the rank of Assistant Fire Chief. Prior to joining the Airport, he served with the South Tucson Fire Department for 20 years rising to the rank of Battalion Chief.
- b. INTRODUCTION OF THE DEPUTY CHIEF OF POLICE. No staff report attached. Mr. Neil Gallucci, as Deputy Chief of Police of the Burbank-Glendale-Pasadena Airport Authority Police Department will be reporting to Director of Public Safety/Chief of Police Edward Skvarna. Mr. Gallucci will assist Chief Skvarna with the safety and security requirements of the Airport as well as preparations for the Replacement Passenger Terminal. Previously Mr. Gallucci served as Chief of Police for the City of Carlsbad and served as the responsible person in charge of the City's Emergency Operations Center. He also holds a Peace Officer Standards Training ("P.O.S.T.") Executive Level Certificate.
- c. AIRPORT ACADEMY – CLASS OF 2024 – No staff report attached. Staff will present a recap of this year's award-winning "Airport Academy." High school students from Burbank, Glendale and Pasadena were introduced to jobs and careers in the airport and aviation industries. Along with onsite visits, students heard from guest speakers, including Staff members and representatives from local colleges, TSA, FAA, and Avelo Airlines.

**MINUTES OF THE REGULAR MEETING OF THE
FINANCE AND ADMINISTRATION COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, MAY 20, 2024

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 11:33 a.m., by Commissioner Wilson.

1. ROLL CALL

Present: Commissioners Wilson, Quintero and Ovrom

Absent: None

Also Present: Staff: John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; David Kwon, Director, Financial Services

Also Present:
Louis Choi, Public Resources Advisory Group

2. Staff Announcement: AB 23

The Senior Deputy Executive Director, announced that, as a result of the convening of this meeting of the Finance and Administration Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.

3. Approval of Agenda

The agenda was approved as presented.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was approved (3–0).

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. May 6, 2024

A draft copy of the minutes of the meeting of May 6, 2024, were included in the agenda packet for review and approval.

Motion

Commissioner Quintero moved approval of the minutes; seconded by Commissioner Ovrom.

Motion Approved

The minutes were unanimously approved (3–0).

6. Items for Discussion

a. FY 2025 Budget Development

Staff continued the FY 2025 budget development process focusing on Operations & Maintenance (“O&M”) expenditures.

b. Replacement Passenger Terminal – Financial Update

Staff updated the Committee on the progress of the Bond issuance for the Replacement Passenger Terminal.

7. Adjournment

There being no further business to discuss, the meeting was adjourned at 12:36 p.m.

**MINUTES OF THE SPECIAL MEETING OF THE
FINANCE AND ADMINISTRATION COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

TUESDAY, MAY 28, 2024

A special meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:02 a.m., by Commissioner Wilson.

1. ROLL CALL

Present: Commissioners Ovrom, Wilson and Quintero

Absent: None

Also Present: Staff: John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; David Kwon, Director, Financial Services

2. Approval of Agenda

The agenda was approved as presented.

3. Public Comment

There were no public comments.

4. Items for Discussion

**a. Proposed Fiscal Year
2024/2025 (“FY 2025”) Annual Budget
and Resolution No. 512 of the
Burbank-Glendale-Pasadena Airport
Authority Adopting the FY 2025
Annual Budget**

Staff presented and discussed with the Committee the final proposed FY 2025 budget.

After the discussion, Staff requested that the Committee recommend to the Commission approval of Resolution No. 512 adopting the FY 2025 budget. Staff also informed the Committee of the concurrence received from AAAC regarding the FY 2025 budget.

Motion

Commissioner Quintero moved approval; seconded by Commissioner Ovrom.

Motion Approved

The motion was unanimously approved (3–0).

5. Adjournment

There being no further business to discuss, the meeting was adjourned at 10:11 a.m.

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

MARCH 18, 2024

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 8:30 a.m., by Commissioner Najarian.

1. ROLL CALL

- Present:** Commissioners Najarian and Williams
- Absent:** Commissioner Gabel-Luddy
- Also Present:** Scott Kimball, Deputy Executive Director, Operations, Business and SMS; Maggie Martinez, Director, Noise and Environmental Affairs; Patrick Lammerding, Deputy Executive Director, Planning and Development; Kyle Porter, Manager, Noise and Environmental Affairs;
- Greg Bracci, VP Envirosuite, Inc.
- Terence R. Boga, Airport Authority Counsel;
Richards, Watson, Gershon

2. Approval of Agenda

Commissioner Williams moved approval of the agenda; seconded by Commissioner Najarian. The agenda was approved (2-0, 1 absent).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. February 20, 2024

Commissioner Williams moved approval of the February 20, 2024 special Committee meeting minutes, seconded by Commissioner Najarian.

There being no objection, the motion was approved (2-0, 1 absent).

5. Items for Approval

**a. Federal Transit Administration
Recipient Title VI Program**

Staff sought a recommendation from the Legal, Government and Environmental Affairs Committee to the Commission to approve a Federal Transit Administration Recipient Title VI Program. As a recipient of an FTA grant that was utilized in conjunction with the development of the Regional

Intermodal Transportation Center, the Authority is required to submit this document to the Los Angeles County Metropolitan Transportation Authority, which is the administrator of the grant.

Motion

Commissioner Williams moved approval; seconded by Commissioner Najarian.

Motion Approved

There being no objection, the motion was approved (2-0, 1 absent).

b. Airport Noise and Operations Management System Service Agreement

Staff sought a recommendation from the Legal, Government and Environmental Affairs Committee to the Commission for award of an Airport Noise and Operations Management System Service Agreement (“Agreement”) to EMS Bruel & Kjaer Inc. D.B.A. Envirosuite, Inc. for continued maintenance and support services of the Airport Noise and Operations Management System. The proposed Agreement is for a period of five years, from April 15, 2024, to April 14, 2029.

Motion

Commissioner Williams moved approval; seconded by Commissioner Najarian.

Motion Approved

There being no objection, the motion was approved (2-0, 1 absent).

c. Annual Review and Adjustment of Noise Violation Fines

Staff sought a recommendation from the Legal, Government and Environmental Affairs Committee to the Commission to authorize an increase to the noise fines associated with certain restricted operations as detailed in Airport Noise Rules 8 and 9 in accordance with the annual adjustment of noise violation fines required by Resolution No. 382.

Motion

Commissioner Williams moved approval; seconded by Commissioner Najarian.

Motion Approved

There being no objection, the motion was approved (2-0, 1 absent).

6. Items for Information

a. Committee Pending Items

This item was not discussed.

7. Adjournment

There being no further business, the meeting was adjourned at 8:42 a.m.

**MINUTES OF THE REGULAR MEETING OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, JUNE 3, 2024

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:03 a.m., by President Williams.

1. ROLL CALL

Present: Commissioners Williams, Najarian, Talamantes (arrived 9:05 a.m.), Quintero, Hampton, Ovrom, Gabel-Luddy and Wilson (arrived 9:05 a.m.)

Absent: Commissioner Asatryan

Also Present: Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration

Also Present:
Matthew Jiang, Director, Public Finance Investment Banking, BofA Securities, Inc. (via teleconference)

2. PLEDGE OF ALLEGIANCE

Commissioner Hampton led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

MOTION

Commissioner Gabel-Luddy moved approval of the agenda; seconded by Commissioner Hampton.

MOTION APPROVED

The motion was approved (8–0, 1 absent).

AYES: Williams, Najarian, Talamantes, Quintero, Hampton, Ovrom, Gabel-Luddy and Wilson

NOES: None

ABSENT: Commissioner Asatryan

4. PUBLIC COMMENT

(Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)

Laura Ioanu, Burbank; Kathy, Studio City; Kathy Flood, Sherman Oaks

5. CONSENT CALENDAR

(Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)

a. Committee Minutes (For Note and File)

1) Finance and Administration Committee

(i) May 6, 2024

Approved minutes of the May 6, 2024, Finance and Administration Committee meeting were included in the agenda packet for information purposes.

b. Commission Minutes (For Approval)

1) May 20, 2024

A copy of the draft minutes of the May 20, 2024, Commission meeting were included in the agenda packet for review and approval.

MOTION

Commissioner Quintero moved approval of the Consent Calendar; seconded by Commissioner Talamantes.

MOTION APPROVED

The motion was approved (8–0, 1 absent)

AYES: Williams, Najarian, Talamantes, Quintero, Hampton, Ovrorn, Gabel-Luddy and Wilson

NOES: None

ABSENT: Commissioner Asatryan

6. ITEMS FOR COMMISSION APPROVAL

a. Appointment of Committee Assignments

No additional assignments were made, and this item was deferred to the meeting scheduled for August 19, 2024.

b. Proposed Fiscal Year 2024/2025 (“FY 2025) Annual Budget and Resolution No. 512 of the Burbank-Glendale-Pasadena Airport Authority Adopting the FY 2025 Annual Budget

Staff presented the proposed FY 2024/2025 (“FY 2025”) annual budget to the Commission, including Resolution No. 512 adopting the FY 2025 budget. At the May 28, special meeting of the Finance and Administration Committee (“Committee”), the Committee voted unanimously (3–0) to recommend to the Commission that it adopt Resolution No. 512 and approve the proposed FY 2025 annual budget.

MOTION

Commissioner Hampton moved approval with the caveat that Staff would provide an updated Organizational Chart with a description of the Chief of Staff position; seconded by Commissioner Wilson.

MOTION APPROVED

The motion was approved unanimously (8–0, 1 absent).

AYES: Williams, Najarian, Talamantes, Quintero, Ovrrom, Hampton, Gabel-Luddy and Wilson

NOES: None

ABSENT: Commission Asatryan

7. ITEMS FOR COMMISSION DISCUSSION

a. Replacement Passenger Terminal (“RPT”) Project Bond Pricing and Closing Date

Matthew Jiang, Director, Public Finance Investment Banking, BofA Securities, Inc., updated the Commission via teleconference on the pricing of the Authority’s 2024 Series Revenue Bonds issue which provides a majority of the construction funds for the RPT Project.

8. ITEMS PULLED FROM CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

9. EXECUTIVE DIRECTOR COMMENTS

The Executive Director thanked all those who assisted in the successful issuance of the 2024 Series Revenue Bonds.

10. COMMISSIONER COMMENTS (Commissioners may make a brief announcement, report on their activities, and request an agenda item for a future meeting.)

There were no comments.

11. PUBLIC COMMENT

There were no further public comments.

12. ADJOURNMENT

The meeting was adjourned by President Williams at 10:47 a.m.

Felicia Williams, President

Jess Talamantes, Secretary

Date

Date

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 17, 2024**

**EMPLOYMENT AGREEMENT
WITH DEPUTY CHIEF OF POLICE**

SUMMARY

This item seeks Commission authorization to execute an employment agreement, copy attached, with Mr. Aniello (“Neil”) Gallucci, as Deputy Chief of Police of the Burbank-Glendale-Pasadena Airport Authority Police Department. The agreement is for a two-year term effective June 17, 2024, with an initial annual salary starting at \$235,125.00. Additionally, the proposed agreement provides benefits including POST Executive Level Certificate pay of \$24,000 per year, paid in the monthly amount of \$2,000.

BACKGROUND

In July 2023, the Commission authorized the position of Deputy Police Chief to the Airport Police Department staffing levels as a succession planning position to ultimately take over the Chief of Police/Director of Public Safety position when the incumbent retires. The Commission also authorized the retention of an executive recruitment firm, Bob Murray and Associates, to conduct a nationwide search for potential candidates. After an exhaustive search was completed, four finalists were interviewed and Mr. Gallucci was selected to fill the position of Deputy Chief of Police. The proposed employment agreement includes the following terms: (i) two-year base term and one-year automatic renewals unless cancelled by either party; (ii) initial annual salary of \$235,125.00, (iii) monthly POST Certificate and range training payments consistent with the monthly POST Certificate and range training payments to the Authority's Police Officers and Sergeants; (iv) use of an Authority vehicle for business use, commuting to and from work, and incidental personal use in accordance with the Take-Home Vehicle Policy; and (v) Vacation and Sick Leave consistent with the Burbank Airport Police Officers Association Memorandum of Understanding.

RECOMMENDATION

It is recommended that the Commission approve the attached agreement to provide the Deputy Chief of Police with a two-year contract with salary and benefits as described above.

EMPLOYMENT AGREEMENT BETWEEN

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AND ANIELLO GALLUCCI

This Employment Agreement (“Agreement”) is dated June 17, 2024 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority” or “Employer”), a California joint powers authority, and Aniello Gallucci, an individual (“Employee”).

RECITALS

- A. Employer offered, and Employee accepted, employment as Deputy Chief of Police for the Authority, effective June 17, 2024.
- B. Employee represents that he has the requisite specialized skills, training, education, certifications, and experience, and is otherwise qualified to serve as Deputy Chief of Police.
- C. Employer and Employee wish to enter into this Agreement, which supersedes any prior negotiations and discussions, and sets forth the rights and obligations of the parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Employer and Employee agree as follows:

1. **COMMENCEMENT OF EMPLOYMENT.** Employee shall commence employment upon execution of this Agreement.

2. **DUTIES AND AUTHORITY.** Employee shall exercise the full powers and perform the duties of the position, as set forth in the job description as well as all other applicable laws, rules, regulations, procedures, and policies, as they now exist or in the future. Employee shall exercise such other powers and perform such other duties as the Chief of Police requires.

3. **EMPLOYEE’S OBLIGATIONS.** Employee shall devote Employee’s full energy, interest, abilities, and productive time to the performance of his duties as Deputy Chief of Police, and utilize Employee’s best efforts to promote the Authority’s interests. Employee shall not engage in any activity, consulting service, or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which interferes with, Employee’s duties and responsibilities to Employer. Employee shall obtain prior written authorization from the Chief of Police for any outside employment, consulting, teaching or enterprise.

4. **SALARY AND BENEFITS.**

A. **Salary and Other Payment.**

(1) **Base Salary.** Employee’s annual base salary is \$235,125, subject to legally permissible, voluntary, or required withholding, paid on Employer’s normal paydays. Further adjustments to the base salary, if any, will require amendment of this Agreement.

Employee's salary is compensation for all hours worked. The position of Deputy Chief of Police is an exempt position under the Fair Labor Standards Act and any applicable State law, and Employee shall not be eligible for any overtime pay.

(2) **Salary Review and Adjustments.** Employee shall be eligible for salary review and adjustments within the salary range adopted for Employee's position, at the sole discretion of the Chief of Police. Salary adjustments or merit bonuses, if any, shall be in an amount as determined by the Chief of Police within his maximum authority for such adjustments.

B. **Employment Benefits.** In addition to base salary and performance pay, if any, Employer shall provide to Employee the following benefits:

- \$24,000 annually for POST certification
- \$300 annually for qualification and training pay
- 100 hours annual sick leave, with no maximum accrual of hours
- 80 hours annual vacation leave, with a maximum accrual of 320 hours
- 80 hours annual management leave, with no maximum accrual of hours
- 7% contribution of Employee's gross earnings towards 401(a) retirement account, until June 30, 2024
- 7.5% contribution of Employee's gross earnings towards 401(a) retirement account, effective July 1, 2024
- 8% contribution of Employee's gross earnings towards 401(a) retirement account, effective July 1, 2025
- Use an Employer vehicle for business use, for commuting to and from work, and for incidental personal use in accordance with the March 17, 2020 Airport Authority Take-Home Vehicle Policy or any successor

Employee may elect to contribute to the 457(b) retirement account and Employer will match Employee's contribution to the 457(b) retirement account up to a maximum of 6%. The Employer match will count toward Employee's annual IRS limit. Employer reserves the right to enhance, reduce, terminate, and amend, or to otherwise change the benefits offered to Employee at any time, whether or not Employee agrees to such changes. Any change in any benefit described above will be conveyed to Employee in writing and will require amendment of this Agreement.

C. **Expenses.** Employer recognizes that Employee may incur certain expenses of a non-personal and job-related nature. Employer agrees to reimburse or to pay such business expenses, which are authorized for reimbursement and incurred and submitted according to Employer's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting Employer's normal requirements and must be submitted within time limits established by Employer, in accordance with any applicable laws, resolutions, rules, policies, or procedures.

5. **EVALUATIONS.** On or before June 30 of each year, beginning in 2025, the Chief of Police may conduct an evaluation of Employee’s performance. If the Chief of Police does not conduct such evaluation by June 30, Employee may request, in writing, that an evaluation be conducted. The absence or delay of an annual evaluation shall not be deemed either a “negative” or a “positive” evaluation.

6. **OTHER TERMS AND CONDITIONS OF EMPLOYMENT.** The Chief of Police may from time to time fix other terms and conditions of employment relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or applicable law.

7. **AT-WILL RELATIONSHIP.** Employee shall hold Employee’s position and continue in employment at the pleasure of the Chief of Police. Except as otherwise provided by law, or this Agreement, the Chief of Police may remove Employee from Employee’s position and may terminate this Agreement and the employment relationship with or without cause and with or without prior notice. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from employment with the Authority, subject only to Employee providing 30 calendar days’ prior written notice to the Authority of the resignation and termination of this Agreement.

8. **TERM AND TERMINATION OF AGREEMENT.**

A. **Term.** Subject to earlier termination, as provided in this Agreement, this Agreement shall remain in full force and effect for an initial term from the date of execution through and including June 17, 2026. Unless prior notice of non-renewal is given, this Agreement will automatically renew for subsequent one-year terms on June 17, 2026 and each June 17 thereafter. Notice of non-renewal must be in writing. Automatic renewal of the Agreement does not change the nature of Employee’s at-will employment.

B. **Abuse of Office or of Position.** If Employee is convicted of a crime involving an abuse of Employee’s office or position, all of the following shall apply: (1) if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse Employer all such amounts paid; and (2) if Employer pays for the criminal legal defense of Employee (which would be in Employer’s sole discretion, as it is generally not obligated to pay for a criminal defense), Employee shall be required to fully reimburse Employer all such amounts paid. For purposes of this Section, abuse of office or of position means either: (1) an abuse of public authority, including waste, fraud, and/or violation of the law under color of authority; or (2) a crime against public justice.

9. **METHOD OF AMENDMENT.** No amendments to this Agreement may be made except in writing signed and dated by Employer and Employee. Such amendments, if any, will be appended to this Agreement.

10. **NOTICES.** Any notice to Employer under this Agreement shall be given in writing to Employer, either by personal service, by mail (which may include USPS, FedEx, or UPS), to the Chief of Police, or by email to the official work email address of the Chief of Police. Any such notice to Employee shall be given in writing by personal service, mail (which may include USPS, FedEx, or UPS), or by email to Employee’s official work email address and last known personal

email address. This correspondence shall be addressed to Employee at Employee's home address or email address then shown in Employer's files in the Police Department. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on, or emailed to, the party to whom notice is to be given, or (b) on the third calendar day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this Section.

11. GENERAL PROVISIONS.

A. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

B. This Agreement sets forth the final, complete and exclusive agreement between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The foregoing notwithstanding, Employee acknowledges that, except as expressly provided in this Agreement, Employee's employment is subject to Employer's generally applicable rules, policies and regulations, including those pertaining to employment matters, such as rules and regulations addressing equal employment opportunity, sexual harassment, and violence in the workplace.

C. This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California.

D. Employee acknowledges that Employee has had the opportunity to review this Agreement and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that Employee has made an independent judgment regarding the financial and legal effects of this Agreement and has not relied upon any representation of Employer, its officers, agents or employees other than those expressly set forth in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

The parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

Executed by the parties as of the date below:

Burbank-Glendale-Pasadena Airport Authority,
a California Joint Powers Authority

Aniello Gallucci
an individual

By: _____
Edward Skvarna, Chief of Police



Aniello Gallucci

Date: _____

Date: 6-17-24

APPROVED AS TO FORM:

Terence Boga, General Counsel

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 17, 2024**

**PROFESSIONAL SERVICES AGREEMENT
CONWAY CONSULTING, LTD**

Prepared by
Patrick Lammerding
Deputy Executive Director, Planning and Development

SUMMARY

Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval of a Professional Services Agreement (“PSA”), copy attached, with Conway Consulting, Ltd. (“Conway Consulting”) in a not to exceed amount of \$150,000 to provide for continued design and support services for the Replacement Passenger Terminal (“RPT”) and related airport projects.

BACKGROUND

Since 2013, Conway Consulting has provided professional support services to support the Authority’s efforts with the RPT concept development, validation, and memorialization in the Development Agreement with the City of Burbank. More recently, Conway Consulting has provided support services to the RPT Program Manager, Jacobs Project Management Company (“Jacobs”), and to the RPT design-build team of Holder, Pankow, TEC Joint Venture (“HPTJV”). The current PSA with Conway Consulting expires on June 30, 2024.

Conway Consulting’s principal, Mr. Mark Conway, has over 50 years of experience with airport capital and development projects around the world and is a valuable resource for Jacobs and HPTJV as they advance the RPT Project. As the project moves to complete design and transition to construction, and with appropriations provided for continuation of Conway Consulting’s services for FY 2025, Staff is proposing a one-year contract term effective July 1, 2024, to June 30, 2025, for continued RPT Project support services. The scope of services is included as Exhibit A of the PSA.

FEES

Conway Consulting’s labor rate from July 1, 2024, to December 31, 2024, is \$220.00 per hour. Effective January 1, 2025, the hourly rate increases to \$225.00 per hour.

FUNDING

The recently adopted FY 2025 Budget contains appropriations for these support services in the RPT plan of finance.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff recommends that the Commission approve the proposed PSA with Conway Consulting in a not to exceed amount of \$150,000 and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 17, 2024**

**REPLACEMENT PASSENGER TERMINAL PROGRAM MANAGER
JACOBS PROJECT MANAGEMENT COMPANY
TASK ORDER AUTHORIZATION**

Presented by
Patrick Lammerding
Deputy Executive Director, Planning and Development

SUMMARY

At its meeting on June 5, 2024, the Executive Committee (“Committee”) voted (2–0, 1 absent) to recommend that the Commission authorize Task Order #4 in the amount of \$11,726,841 with Jacobs Project Management Co. (“Jacobs”) for Replacement Passenger Terminal (“RPT”) Project program management services.

BACKGROUND

On April 27, 2022, Jacobs was awarded a five-year Task Order-based Professional Services Agreement with a contract limit of \$42 million, and Task Order #1 in the amount of \$1,419,896 was authorized for the first ninety days of the engagement. On September 19, 2022, Task Order #2 was authorized in the amount of \$1,463,249.51 for support services, project administration and continued program management implementation. On December 19, 2022, Task Order #3 was authorized in the amount of \$10,438,765 for: design oversight; cost management; construction scheduling, phasing, sequencing, and packaging; project management; and safety management and Construction Phase support for early construction work packages. Jacobs has completed all the deliverables detailed in Task Orders 1 and 2 and continues with Task Order #3 while the RPT Project transitions to the Construction Phase. Services under the proposed Task Order #4 include the following:

1. Design Oversight
2. Plan of Financing Support
3. Cost and Schedule Management
4. Quality Assurance Activities
5. Contract Administration Support Services
6. Tracking and Reporting Functions
7. Constructability Review
8. Interface Management
9. Construction Phasing and Safety Reviews
10. Stakeholder Coordination
11. As Needed Support to the Authority

For the proposed Task Order #4 Jacobs will supplement Authority staff by providing management and oversight of the Design-Builder (“DB”). The following presents a summary of the specific activities Jacobs will be performing under this Task Order.

Design/Construction Phase Support Services

Jacobs will continue to function as an extension of Authority staff providing management and oversight of the DB during the remainder of Design and Pre-Construction Phase of the project. The following presents a list of the major deliverables anticipated during this next phase of the project.

1. Design

The DB will provide the following major deliverables during this phase:

- **One Hundred Percent Drawings.**
- **Construction Administration Services.**

2. Cost

The Guaranteed Maximum Price (“GMP”) proposal has been developed and finalized on May 6, 2024. The DB will continue to execute sub-contractor contracts and complete the remainder of construction buyout through September 2024.

3. Construction Scheduling, Phasing, and Sequencing

During the finalizing of design and the ramping up of the Construction Phase, the DB will be finalizing the plan for implementing construction of the project with the subcontractors. The DB will provide the following major deliverables during this phase:

- **Baseline Schedule.** The DB will develop a baseline schedule in collaboration with the subcontractors by August 2024. This schedule will be updated monthly during the Construction Phase.
- **Phasing/Sequencing Plan.** The DB schedule will include details on how it intends to phase and sequence the project. This information will be included within a phasing/sequencing plan and updated on a regular basis.
- **Construction Milestone Summary.** The RPT has a very compressed fast paced schedule and below are a few critical milestones for 2024.

▪ Start Terminal Foundations	May 2024
▪ Start Landside Work	June 2024
▪ Start Airside Apron Work	July 2024
▪ Start Parking Garage Foundations	August 2024
▪ Start Terminal Steel Erection	September 2024
▪ Start Ancillary Building	November 2024

The following presents a summary of the specific activities Jacobs will be performing during the Design/Construction Phase of the project.

1. Design Oversight

Jacobs will continue to provide design oversight services. Under these services Jacobs will continue to provide a design manager for the remainder of the Design Phase. In addition, Jacobs will provide experienced technical professionals in various disciplines as needed to conduct design reviews and provide input to the DB for the final design documents. Jacobs will continue to provide Subject Matter Experts (“SMEs”) to review the final design to ensure that the DB’s design meets the project requirements as specified in the contract documents. These SMEs include:

- a. Mechanical/Electrical/Plumbing (MEP)
- b. Baggage handling
- c. Structural Engineering
- d. Environmental/Sustainability
- e. IT/Special systems
- f. Landside
- g. Airside
- h. Concessions
- i. Constructability

Jacobs will continue monitoring the design to ensure compliance with the contract documents related to the development of the Computer-Aided Design and Drafting drawings and Building Information Modeling requirements. Working with the DB during the design process, Jacobs will also provide expert decision-making support related to cost/benefit analysis and value engineering for project design development.

During the Design/Construction Phase Jacobs will provide coordination of external and internal stakeholder input as required for the remainder of the design. Jacobs will facilitate internal and external stakeholder design reviews as required and as requested by the Authority. Jacobs will also help facilitate final design presentations to the Commission to facilitate the decision-making process.

Jacobs’ project manager will continue to serve as chair of the RPT Project Committee. The following is a list of the primary stakeholders anticipated to provide input during the design process.

- a. Airport Departments
- b. Airlines
- c. Ground Service Providers
- d. Transportation Security Administration
- e. Federal Aviation Administration
- f. Concessionaires

In addition to design oversight, Jacobs will continue to lead the Art in Public Places activities. Jacobs continues to have on retainer an art consultant who will assist in the coordination of the public art program with the City of Burbank. Authority staff

and Jacobs will continue to work closely with the DB to ensure the art program is integrated into the final design.

2. **Cost Management**

Jacobs will provide cost management support during the Design/Construction Phase of the project.

- **Change Management.** Jacobs will oversee and manage the change order process working closely with the DB and Authority staff to minimize costs and schedule impacts. All potential change orders will be reviewed, validated, and approved by Jacobs prior to submission to Commission.
- **Cost Tracking.** Jacobs will work closely with the DB and Authority staff to track the cost of the construction elements to support the federal funding requirements.

3. **Construction Scheduling, Phasing, Sequencing, and Packaging**

Jacobs will provide schedule management support during the Design/Construction Phase of the project. The project controls manager, with support from the project scheduler will review the baseline project schedule for compliance. Additionally, Jacobs will analyze all monthly schedule updates from the DB to monitor construction progress. The schedule analysis will focus on consistency with the approved schedule and compliance with funding availability. Jacobs' construction manager and construction logistics coordinator will work closely with the DB to monitoring the phasing, and sequencing of the work.

4. **Project Management**

In addition to the services related to the DB deliverables listed above, Jacobs will continue to provide ongoing project management support during this phase of the project. These activities will include:

- a. **Invoice Management:** Jacobs will assist Authority staff with invoice processing. All DB invoices will be reviewed for accuracy, contract compliance, and validation that the costs being invoiced are only for work that has been properly completed. Jacobs will submit compliant invoices to Authority staff for payment.
- b. **Project Controls Management:** Jacobs will update the Project Management Information System providing real-time project information through the project dashboards.
- c. **Monthly Status Reports:** Jacobs will provide monthly project status reports to Authority staff with each Jacobs invoice. Updates will be provided to the Commission, its standing committees, and others as requested.
- d. **Continued maintenance of the document controls system.**
- e. **Jacobs will continue to provide support and coordination with the regulatory agencies during the performance of work.**
- f. **Continued maintenance and updating of the Project Risk Register.**
- g. **Management of the Project Labor Agreement and monitoring of DB compliance.**

-4-

5. Additional Services as Needed

The DB has commenced with early work packages and the construction phase is ramping up quickly. Jacobs will provide additional services as presented below to continue the oversight of the work.

Safety Management

- a. Monitor the DB’s compliance with the project site safety plan.
- b. Construction safety observations and reporting.
- c. Participate in weekly construction site safety walks.
- d. Review and monitor safety metrics.

Construction Phase support

- a. Construction coordination with the DB.
- b. Coordination with the City of Burbank Building and Safety Department.
- c. Coordination of construction site access and security.
- d. Inspect and monitor compliance with environmental regulations.
- e. Coordination of special inspections firm with the DB.

FUNDING

Appropriations for Task Order #4 will be included in the FY 2025 budget request for the RPT Program Management services.

RECOMMENDATION

At its meeting on June 5, 2024, the Committee voted (2–0, 1 absent) to recommend that the Commission authorize Task Order #4 with Jacobs in the amount of \$11,726,841.



Procurement Department
 2627 N. Hollywood Way
 Burbank, CA 91505
 P: 818-840-8840 E: purchasing@bur.org
 Burbank-Glendale-Pasadena Airport Authority

TASK ORDER (TO)

To Firm: Jacobs Program Management Compnay	
SA/P.O. No: A-7110	Account No.: 40701-9705
T.O. Order No: TO-4	Effective Date: 07/01/2024
T.O. Revision No:	Revision Date:
Originator: Patrick Lammerding	Phone No: (818) 729-2250

This Task Order (TO) is issued pursuant to the applicable Services Agreement (SA) between the Burbank-Glendale-Pasadena Airport Authority (Authority), owner/operator of Hollywood Burbank Airport and your Firm, pursuant to terms and conditions of the SA indicated, for the services described below.

Additional sheet(s) attached? Yes No

Please check if applicable: Statement of Work attached Specification attached Other attachment

DESCRIPTION / SERVICE CATEGORY:
Task 4 - Phase 3 - Construction Phase Support Services (BUR-TO29)
Scope of Work and Price Breakdown attached.

Task Order Pricing Basis

Time & Materials, Fee Schedule/Rates:	<input checked="" type="checkbox"/>
Estimated not-to-exceed amount:	\$ 11,726,841
Estimated revision amount:	\$ 0
Total of previous revisions:	\$ 0
Current estimated not-to-exceed amount:	\$ 11,726,841

This Task Order is also a Notice to Proceed immediately with the services described, with final completion on June 30, 2025. **Time shall be of the essence in the performance of this Task Order.**

All services are subject to acceptance by the Authority. All required supporting documentation to be included with Invoice Applications for Payment including a copy of the fully executed Task Order.

Except as may be modified herein, all other contract terms and conditions are unchanged.

This Task Order is accepted and agreed by authorized representatives of the parties as indicated below:

Jacobs Program Management Company
 Company Name

Issam Khalaf
 Digitally signed by Issam Khalaf
 Date: 2024.05.28 10:41:45 -07'00'
 Authorized Signature

Issam Khalaf
 Name

Vice President, Director PMCM Western US
 Title

05/28/2024
 Date

Burbank-Glendale-Pasadena Airport Authority
 Company Name

 Authorized Signature

 Name

 Title

 Date

**Challenging today.
Reinventing tomorrow.**

May 28, 2024

Attn: Frank Miller
Executive Director
Burbank-Glendale-Pasadena Airport Authority
2627 N. Hollywood Way
Burbank, CA 91505

Project name: Replacement Passenger Terminal (RPT)
Project no: PO #A7110

Subject: Task Order 4 – Phase 3 – Construction Phase Support Services (LTR015)

Dear Mr. Miller,

Jacobs is very proud and appreciative of the continued opportunity to support the Burbank-Glendale-Pasadena Airport Authority (BGPAA) with the implementation of the Hollywood Burbank Airport Replacement Passenger Terminal (RPT) Project. When we were presented the challenge of accepting the Program Management role, the project was approximately \$500 million over budget and opening day was forecasted for 2028.

We have celebrated several very important milestones in the past two years and below are just a few.

- a. *Jacobs joined the Burbank RPT Team in May 2022.*
- b. *The Design Builder's contract was executed December 2022.*
- c. *Received approval for the Icon design concept in April 2023.*
- d. *Design progressed on schedule to allow the execution of the first CGMP package in October 2023.*
- e. *Broke Ground in December 2023, exactly 1 year from DB NTP for Phase 1.*
- f. *Held a successful groundbreaking ceremony on January 2024*
- g. *Executed the Guaranteed Maximum Price for the Phase 2 NTP in May 2024 within budget.*

With this letter we are transmitting the scope, schedule, and budget for work to be performed in FY 2025 from July 1, 2024, through June of 2025 under Task Order 4, Phase 3 – Construction Phase Support Services as outlined in the Professional Services Agreement.

Jacobs will concurrently provide Phase 2 – Design Phase Support Services while transitioning into Phase 3 – Construction Support Services which includes the following:

1. Design Oversight
2. Plan of Financing Support
3. Cost and Schedule Management
4. Quality Assurance Activities
5. Contract Administration Support Services
6. Tracking and Reporting Functions
7. Constructability Review
8. Interface Management
9. Construction Phasing and Safety Reviews
10. Stakeholder Coordination
11. As Needed Support to BGPAA

Design/Construction Phase Support Services

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- g. Management of the Project Labor Agreement and monitoring of DB compliance.

5. Additional Services as Needed

The DB has commenced with early work packages and the construction phase is ramping up quickly. Jacobs will provide additional services as presented below to continue the oversight of the work.

Date: 28 May 2024

Subject: Task Order 4 – Phase 3 – Construction Phase Support Services (LTR015)



Safety Management

- a. Monitor the DB's compliance with the project site safety plan.
- b. Construction safety observations and reporting.
- c. Participate in weekly construction site safety walks.
- d. Review and monitor safety metrics.

Construction Phase support

- a. Construction coordination with the DB.
- b. Coordination with the City of Burbank Building and Safety Department.
- c. Coordination of construction site access and security.
- d. Inspect and monitor compliance with environmental regulations.
- e. Coordination of special inspections firm with the DB.

Cost Estimate

Jacobs' estimated costs for Task Order 4 is **\$11,726,841**. This is inclusive of Jacobs' labor, subcontractor labor, and other direct costs. A breakdown of these costs is presented on the attached spreadsheet.

Jacobs appreciates the continued opportunity to support BGPAA in this exciting project. Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Perry L. Martin".

Perry L. Martin, PMP
Sr. Program Manager

754-215-1770

A handwritten signature in black ink that reads "Ronald C. Siecke".

Ronald C. Siecke, P.E.
V.P. Principal-In-Charge

310-488-1466



**Challenging today.
Reinventing tomorrow.**

3061 North Hollywood Way
Burbank, CA 91505
United States

T -754-215-1770
www.jacobs.com

Task Order 4 Estimate Summary

Jacobs & Sub-Consultant Labor	\$10,896,642.00
3% Markup of Subconsultant's Labor	\$ 142,599.00
Other Direct Cost (ODC) Expenses	<u>\$ 687,600.00</u>
TOTAL for TO-4	\$11,726,841.00

Committed to Date

TO-1 (Actual)	\$ 1,419,796.00
TO-2 (Actual)	\$ 1,125,722.00
TO-3 (Projected Actual)	<u>\$ 8,857,765.00</u> (Orig. Auth. \$10,438,765.00)
TOTAL	\$11,403,283.00
Total Commitment for TO 1,2,3 & 4	\$23,130,124.00

Future Task Order Projections

FY 2026	\$8,600,000.00
FY 2027	\$5,700,000.00
FY 2028	\$4,100,000.00

Date: 28 May 2024

Subject: Task Order 4 – Phase 3 – Construction Phase Support Services (LTR015)



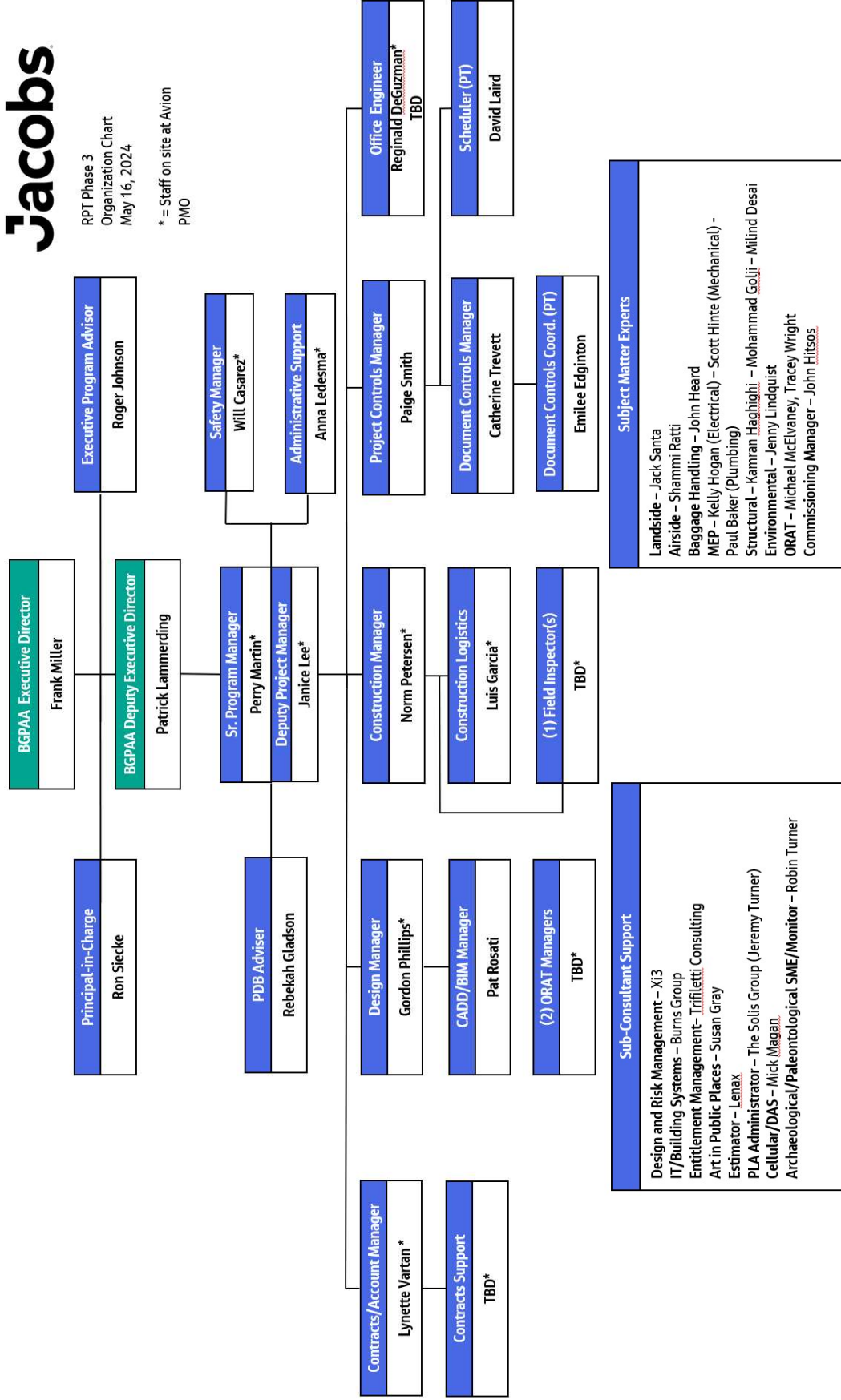
Other Direct Costs Summary

Monthly Expense Estimate

Category	Monthly Estimate	No. of Months	Totals
Office Supplies	\$500.00	12	\$6,000
Working Meals	\$500.00	12	\$6,000
Computer Hardware/Unifier software			\$96,000
ORAT Management Software			\$350,000
Site Vehicles (4)	\$3,000.00	12	\$36,000
Site Vehicle fuel	\$800.00	12	\$9,600
Air Fare	\$5,000.00	12	\$60,000
Hotel and Meals	\$4,000.00	12	\$48,000
Rental Vehicles	\$800.00	12	\$9,600
Rental Vehicle Fuel	\$300.00	12	\$3,600
Internet/WiFi	\$400.00	12	\$4,800
Travel Mileage	\$500.00	12	\$6,000
Travel-Taxi/Tolls/Parking	\$500.00	12	\$6,000
Safety Expenses	\$300.00	12	\$3,600
Contingency/Misc.			\$42,400
Total			\$687,600



Organization Chart



**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 17, 2024**

CODE OF CONDUCT

Presented by Terence Boga
Authority General Counsel

SUMMARY

At its meeting on May 1, 2024, the Executive Committee (“Committee”) voted unanimously (3-0) to recommend that the Commission approve a revised Code of Conduct, copy attached as Exhibit A, to establish policies on appropriate conduct by Commissioners with the news media, stakeholders, and at Authority meetings.

BACKGROUND

At the October 31, 2023 Committee meeting, President Williams requested that staff agendize a Code of Conduct item for the Committee to address news media communications by Commissioners. Commissioner Talamantes supported the request and asked that the item also address Commissioner behavior at Authority meetings. The Committee discussed drafts of a Code of Conduct at its December 6, 2023, January 24, 2024, and April 3, 2024 meetings. On April 15, 2024, the Commission considered a draft Code of Conduct recommended by the Committee. The Commission provided comments and referred the item back to the Committee for additional consideration. The Committee discussed a further revised draft Code of Conduct at its May 1, 2024 meeting.

REVISED CODE OF CONDUCT

The draft Code of Conduct has been revised in response to the feedback and discussion at the Commission’s April 15th meeting and the Committee’s May 1st meeting. A revised draft is attached as Exhibit A, and a redline showing the changes from the draft presented to the Commission on April 15th is attached as Exhibit B. A proposed resolution to adopt the Code of Conduct is attached as Exhibit C.

The revisions focus on three issues:

- Defining “stakeholder” — Language has been added to define the term “stakeholder” as an airline, chamber of commerce, federal agency, service club, or similar entity that is unaffiliated with the Authority and seeks updates on activities at the Airport.
- Clarifying exemptions — Language has been added to memorialize that the media/stakeholder communications rules do not apply to: (i) communications between a Commissioner and the Authority member agency that appointed such person to the Commission; and (ii) impromptu Commissioner communications with the news media or stakeholders during an event conducted by the Authority.

- Clarifying enforcement — Language has been added to memorialize that the Code of Conduct sets guidelines and that noncompliance is grounds for censure by the Commission but is not otherwise subject to an Authority-imposed penalty.

RECOMMENDATION

The Committee recommends that the Commission approve the attached Code of Conduct. If the Commission concurs with this recommendation, the attached resolution should be adopted.

Attachments:

- Exhibit A: Revised Draft Code of Conduct
- Exhibit B: Redline
- Exhibit C: Proposed Resolution

Exhibit A
Revised Draft Code of Conduct



Date: June 17, 2024

Adopted by Resolution No. 513

The Burbank-Glendale-Pasadena Airport Authority (“Authority”) responds to inquiries from the media and disseminates information to the public to keep the public informed on various topics of interest related to the Hollywood Burbank Airport (“Airport”). The purposes of this Code of Conduct are to: (1) improve media relations, protect and enhance the public’s perception of the Authority, and ensure that the Authority provides accurate and appropriate information to the media and stakeholders; (2) improve the efficiency of public meetings of the Commission and its standing committees; and (3) ensure that Authority Commissioners conduct themselves at Authority meetings in a manner that will instill public confidence and trust in the fair operation and integrity of the Authority.

A. MEDIA / STAKEHOLDER COMMUNICATIONS

The following rules apply to Commissioner communications with the news media and stakeholders on any matter related to the Authority or the Airport:

1. Stakeholder Definition. For purposes of these rules, the term “stakeholder” means an airline, chamber of commerce, federal agency, service club, or similar entity that is unaffiliated with the Authority and seeks updates on activities at the Airport.
2. Exemptions. These rules do not apply to communications between a Commissioner and the Authority member agency that appointed such person to the Commission. These rules also do not apply to impromptu Commissioner communications with the news media or stakeholders during an event conducted by the Authority.
3. Spokesperson. All Commissioner communications with the media and stakeholders regarding the Authority or the Airport will be through the President or the Executive Director. Inquiries from the news media should be responded to by the President or the Executive Director in a timely manner to the extent possible. The President and the Executive Director should make every effort to ensure that all information provided to the media is accurate and meets media deadlines.
4. Staff Notification. Commissioners shall promptly notify the following staff of news media and stakeholder inquiries regarding the Authority or the Airport: the Executive Director; Senior Deputy Executive Director; and Director, Communications and Air Service.

B. PROCUREMENT COMMUNICATIONS POLICY

Commissioners shall comply with the Authority’s Procurement Communications Policy (Resolution No. 492).

C. CONDUCT AT AUTHORITY MEETINGS

The following rules apply to Commissioners during public meetings of the Commission or its standing committees. At these meetings, Commissioners must:

1. Honor the role of the meeting chair in maintaining order.
2. Prepare themselves for meetings, listen courteously and attentively to all public discussions before the body, and focus on the business at hand.
3. Make comments that concisely address the agenda item under consideration. Detailed inquiries of staff should be raised in advance of the meeting.
4. Refrain from making comments that may be viewed as divisive, unnecessary, or inappropriate.
5. Act with respect and integrity.
6. Be fair and impartial with all decision making.
7. Provide all Commissioners with an equal opportunity to state their opinion or position on an agenda item.
8. Practice civility and decorum in all discussions.
9. Demonstrate effective problem-solving approaches.
10. Make the public feel welcome.
11. Maintain the confidentiality of written materials and verbal information provided to Commissioners that is subject to the attorney-client privilege or otherwise exempt from public disclosure.
12. Abstain from using alcohol, tobacco, marijuana, or other controlled substances during the meeting. Such substances should not be used prior to a meeting if doing so will result in impairment at the meeting.

D. Enforcement

This Code of Conduct sets guidelines for Commissioner behavior. Noncompliance with this Code of Conduct is grounds for censure by the Commission but is not otherwise subject to an Authority-imposed penalty.

Exhibit B
Redline
(Changes to Draft Code of Conduct
in April 15, 2024 Commission Meeting Agenda Packet)



**Hollywood
Burbank
Airport**

CODE OF CONDUCT

Date: ~~April 15~~ June 17, 2024

Adopted by Resolution No. ~~512~~ 513

The Burbank-Glendale-Pasadena Airport Authority (“Authority”) responds to inquiries from the media and disseminates information to the public to keep the public informed on various topics of interest related to the Hollywood Burbank Airport (“Airport”). The purposes of this Code of Conduct are to: (1) improve media relations, protect and enhance the public’s perception of the Authority, and ensure that the Authority provides accurate and appropriate information to the media and stakeholders; (2) improve the efficiency of public meetings of the Commission and its standing committees; and (3) ensure that Authority Commissioners conduct themselves at Authority meetings in a manner that will instill public confidence and trust in the fair operation and integrity of the Authority.

A. MEDIA / STAKEHOLDER COMMUNICATIONS

The following rules apply to ~~Commissioners communicating~~ Commissioner communications with the news media and stakeholders (~~e.g. chambers of commerce~~) on any matter related to the Authority or the Airport:

1. Stakeholder Definition. For purposes of these rules, the term “stakeholder” means an airline, chamber of commerce, federal agency, service club, or similar entity that is unaffiliated with the Authority and seeks updates on activities at the Airport.

2. Exemptions. These rules do not apply to communications between a Commissioner and the Authority member agency that appointed such person to the Commission. These rules also do not apply to impromptu Commissioner communications with the news media or stakeholders during an event conducted by the Authority.

1.3. Spokesperson. All Commissioner communications with the media and stakeholders regarding the Authority or the Airport will be through the President or the Executive Director. Inquiries from the news media should be responded to by the President or the Executive Director in a timely manner to the extent possible. The President and the Executive Director should make every effort to ensure that all information provided to the media is accurate and meets media deadlines.

2.4. Staff Notification. Commissioners shall promptly notify the following staff of news media and stakeholder inquiries regarding the Authority or the Airport: the Executive Director; Senior Deputy Executive Director; and Director, Communications and Air Service.

B. PROCUREMENT COMMUNICATIONS POLICY

Commissioners shall comply with the Authority’s Procurement Communications Policy (Resolution No. 492).

C. CONDUCT AT AUTHORITY MEETINGS

The following rules apply to Commissioners during public meetings of the Commission or its standing committees. At these meetings, Commissioners must:

1. Honor the role of the meeting chair in maintaining order.
2. Prepare themselves for meetings, listen courteously and attentively to all public discussions before the body, and focus on the business at hand.
3. Make comments that concisely address the agenda item under consideration. Detailed inquiries of staff should be raised in advance of the meeting.
4. Refrain from making comments that may be viewed as divisive, unnecessary, or inappropriate.
5. Act with respect and integrity.
6. Be fair and impartial with all decision making.
7. Provide all Commissioners with an equal opportunity to state their opinion or position on an agenda item.
8. Practice civility and decorum in all discussions.
9. Demonstrate effective problem-solving approaches.
10. Make the public feel welcome.
11. Maintain the confidentiality of written materials and verbal information provided to Commissioners that is subject to the attorney-client privilege or otherwise exempt from public disclosure.
12. Abstain from using alcohol, tobacco, marijuana, or other controlled substances during the meeting. Such substances should not be used prior to a meeting if doing so will result in impairment at the meeting.

D. Enforcement

This Code of Conduct sets guidelines for Commissioner behavior. Noncompliance with this Code of Conduct is grounds for censure by the Commission but is not otherwise subject to an Authority-imposed penalty.

Exhibit C

Proposed Resolution

RESOLUTION NO. 513

**A RESOLUTION OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION
ADOPTING A CODE OF CONDUCT**

The Burbank-Glendale-Pasadena Airport Authority Commission resolves as follows:

Section 1. Findings and Intent.

A. The Commission has carefully reviewed sample Codes of Conduct and similar policies adopted by the Authority’s member cities.

B. The Code of Conduct set forth in the attached Exhibit A represents an amalgamation of the sample materials that is suitable for Authority Commissioners.

C. The Commission is adopting a Code of Conduct for Authority Commissioners in order to accomplish the following objectives: (1) improve media relations, protect and enhance the public’s perception of the Authority, and ensure that the Authority provides accurate and appropriate information to the media and stakeholders; (2) improve the efficiency of public meetings of the Commission and its standing committees; and (3) ensure that Authority Commissioners conduct themselves at Authority meetings in a manner that will instill public confidence and trust in the fair operation and integrity of the Authority.

Section 2. Code of Conduct Adoption. The Code of Conduct set forth in the attached Exhibit A is adopted.

Section 3. Effective Date. This Resolution shall be effective upon adoption.

Adopted this 17th day of June, 2024.

Felicia Williams, President

Attest:

Jess Talamantes, Secretary

STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

I, Frank R. Miller, do hereby certify that the foregoing resolution was duly and regularly adopted by the Commissioners of the Burbank-Glendale-Pasadena Airport Authority at its regular meeting held on the ___ day of June 2024 by the following vote:

AYES:

NOES:

ABSENT:

Frank R. Miller
Assistant Secretary

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Conway Consulting, Ltd.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated June 17, 2024 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Conway Consulting, Ltd. (“Consultant”).

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to retain Consultant as an independent contractor to provide the following professional services: on-call airfield evaluation and related support services for the replacement terminal program.

B. Consultant represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. “Airport Rules and Regulations”: July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. “Commencement Date”: July 1, 2024.

C. “Contract Administrator”: Patrick Lammerding or a duly authorized designee.

D. “Contract Limit”: \$150,000.

E. “Executive Director”: Frank R. Miller or a duly authorized designee.

F. “Expiration Date”: June 30, 2025.

G. “Federal Requirements” the federal requirements set forth in the attached Exhibit C, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.

H. “Fee Schedule”: the fee schedule set forth in the Proposal.

I. “Indemnitees”: the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

J. “Insurance Requirements”: the insurance requirements set forth in the attached Exhibit B.

K. “Liabilities”: any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

L. “Proposal”: Consultant’s proposal set forth in the attached Exhibit A.

M. “Services”: the tasks set forth in the Proposal.

2. Services.

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.

B. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall consult the Contract Administrator for any decisions that must be made by the Authority. Consultant shall promptly notify the Contract Administrator of any unsafe condition that Consultant discovers at the Airport.

C. In the event any claim is brought against the Authority relating to Consultant’s performance of the Services, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

3. Term.

A. This Agreement shall be retroactive to the Commencement Date and shall expire on the Expiration Date unless earlier terminated as provided below.

B. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment on a time and materials basis according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

B. Consultant shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within

10 business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

6. Airport Rules and Regulations. Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com), and Consultant may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

7. Work Product Ownership. All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.

8. Confidentiality. Consultant shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Consultant shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at expiration or termination of this Agreement. Consultant's obligations under this section shall survive expiration or termination of this Agreement.

9. Conflict of Interest. Consultant shall not maintain or acquire any financial interest that may be affected by the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

10. Indemnification.

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against Liabilities that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However,

Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

11. Insurance. Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements.

12. Suspension. The Contract Administrator may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

13. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

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

Consultant
Conway Consulting, Ltd.
1181 Osprey Court
Marco Island, FL 34145
Attn: Mark Conway
E-mail: mark@conwayconsulting.com

14. Assignability. Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

15. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

16. Exhibits. Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A and B, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit C, the provisions of Exhibit C shall prevail.

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

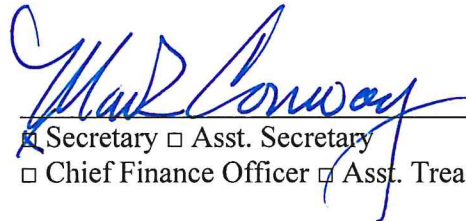
18. **Entire Agreement.** This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

Conway Consulting, Ltd.



 Chairperson President Vice President



 Secretary Asst. Secretary
 Chief Finance Officer Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

Burbank-Glendale-Pasadena Airport Authority

Felicia Williams, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Proposal

(attached)

Conway Consulting, Ltd.

Airports and Aviation

June 10, 2024

Ms. Semija Bolton
Senior Procurement Specialist
Hollywood Burbank Airport
2627 N. Hollywood Way
Burbank, California 91505

FY 2025 Proposal

Dear Ms. Bolton:

This letter serves as the Proposal from Conway Consulting, Ltd. to continue to provide consulting services to the Burbank-Glendale-Pasadena Airport Authority (BGPAA) during Fiscal Year 2025 (FY25). Mark Conway has been serving as a consultant to the BGPAA for over 15 years and has institutional knowledge not only regarding facilities and operations at Hollywood Burbank Airport, but also the planning and implementation of the Replacement Passenger Terminal (RPT).

Attached is a Proposed Scope of Services for Conway Consulting, Ltd in FY25. This document describes Tasks that are similar in nature to those of the FY24 Services to continue to support as needed BGPAA Staff, the Authority's Program Manager, and the RPT Design Builder on new issues that arise. Also included are suggestions for support in specific areas of involvement for topics that will carry over to FY25 from FY 24.

As has been the practice of Conway Consulting, Ltd. over the years, budget authorizations are invoiced as services are provided. An FY 25 Budget equivalent to that for FY24 is reasonable as a not to exceed amount. We will continue to fully document the details of all invoice amounts.

We appreciate the opportunity to serve the Hollywood Burbank Airport and the Burbank-Glendale-Pasadena Airport Authority and look forward to a continuing relationship. Please do not hesitate to call with any questions regarding this Proposal.

Sincerely,
CONWAY CONSULTING, LTD.



Mark D. Conway
President

Conway Consulting, Ltd. FY 25 Scope of Services

Replacement Passenger Terminal Program

Hollywood Burbank Airport

Conway Consulting, Ltd. has been a part of the RPT Program definition since 2013 and has the single most accumulated knowledge of the RPT Program than any other individual. In addition, Conway Consulting, Ltd. has served as an On-Call Planning Consultant offering airport planning services since 2009. During FY 2024, Conway Consulting, Ltd. supported the Burbank Glendale Pasadena Airport Authority's (BGPAA) Program Manager (PM), as well as the selected Design Builder (DB) in the evolution of the Replacement Passenger Terminal (RPT) design tasks. The following are Tasks for Conway Consulting, Ltd to provide ongoing support for the continued advancement of the RPT Program in FY 2025.

Task 1: Support for the Program Manager Executive Lead

As the RPT Program advances under the guidance of the BGPAA PM and its Executive in Charge along with members of the Jacobs Team, Conway Consulting, Ltd. will continue to support the PM Team and the DB Team in any issues needed to advance the implementation of the RPT Project. This will include support relative to prior data collection and interpretation. Conway Consulting, Ltd. will participate in any meetings requested by the PM.

Task 2: Support and Participate Construction Phasing Activities

The PM Team is tasked to coordinate and direct the DB Team in the implementation of the RPT Design Concept. Conway Consulting, Ltd. will provide institutional knowledge and assist in the definition of aircraft operational needs and requirements with the RPT Program including the demolition of the Existing Terminal Building (ETB). Concepts, options, and reviews related to input will be provided through the PM on construction of the RPT Site and the ETB demolition. Included may be input on ETB demolition boundaries, aircraft holding areas, runway end aircraft access, coordination support with the FAA.

Task 3: Support the DB Team

Conway Consulting, Ltd. has supported the PM Team by providing institutional perspectives and analysis that formed the basis for the RPT Program. Included have been demand values and associated data. Conway Consulting, Ltd. will continue to transition this institutional knowledge to the PM and the DB Team as they transition the DA RPT Concept Plan into a design concept. Support will also be provided as necessary with any background information relevant to the design work and implementation of the RPT Project and its components.

Task 4 Support BGPAA Services

Conway Consulting, Ltd. will provide support services to all Airport departments, including Planning and Engineering, Operations, Properties, and the executive staff. This support may include physical and operational input or concept development of physical and operational plans, concept plans, and criteria related to on-going Airport operations, notably those affected by the DB activities including those issues related to the airside and landside of the Southeast Quadrant. Other issues as needed by the BGPAA will be addressed as requested. These may include but not be limited to an update for the JCUPF, FAA coordination, and other Airline or tenant related issues. Support to BGPAA leadership will also be provided when the need arises and as requested.

Task 5 Travel Budget

Participation in the Program Activities may be either in-person or via Zoom/Microsoft Team calls with an allowance for travel on an on-call basis to include:

- Airfare (Refundable Economy)
- Hotel
- Airport Transfer Ground Transportation (Home and Away)
- Meals

The recommended travel trips will be for on-site presence for two to three days as needed to occur inbound on Tuesdays and outbound on Fridays where practical to provide for interaction and participation with BGPAA, DB or PM staff on RPT matters. All reimbursable expenses will be at cost. Airfare will be for Economy Class.

* * * * *

The Conway Consulting, Ltd. labor rate for Mark Conway is \$220.00 per hour for the remaining months of 2024 and will increase to \$225 per hour on January 1, 2025.

EXHIBIT B
Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnitee before the Indemnitee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnites.

G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnites, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

EXHIBIT C
Non-AIP Project Federal Requirements

For purposes of this Exhibit, the term “Contractor” shall refer to Consultant.

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly

or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

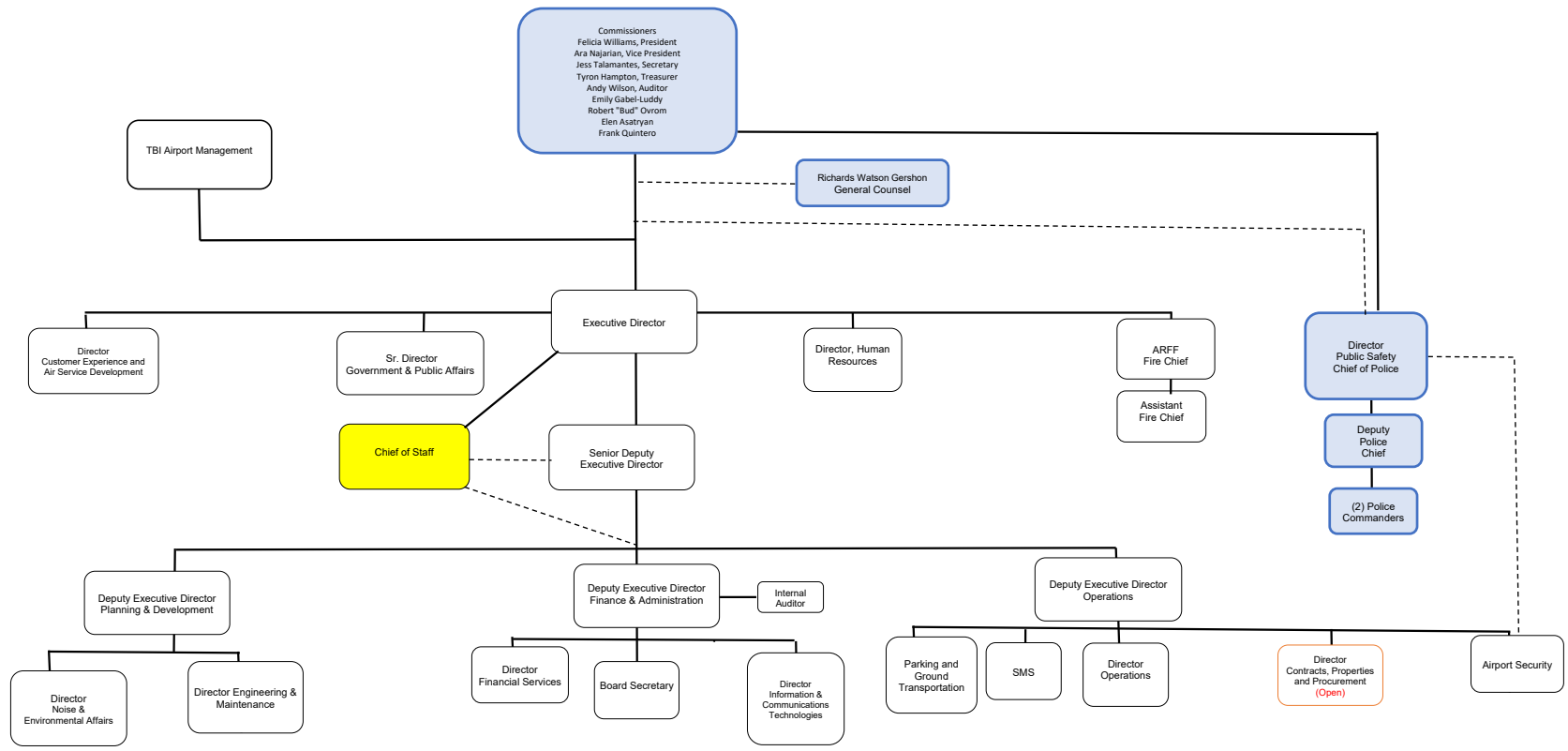
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
ORGANIZATIONAL CHART
Proposed July 1, 2024
(with Chief of Staff position)



Chief of Staff:
 1. Coordinate activities and assignments with Deputy Executive Director staff
 2. Coordinate all Commission and Committee agendas between departments and Board Secretary



AIRPORT ACADEMY

Class of 2024





AIRPORT ACADEMY

24 Students



**BURBANK UNIFIED
SCHOOL DISTRICT**



**GLENDALE UNIFIED
SCHOOL DISTRICT**



**PASADENA UNIFIED
SCHOOL DISTRICT**

AIRPORT ACADEMY

JANUARY - MAY 2024



AIRPORT ACADEMY

JANUARY - MAY 2024

**CAREER EXPLORATION AND
EDUCATIONAL EXPERIENCE:
AVIATION, AIRPORT OPERATIONS, AND
AEROSPACE**

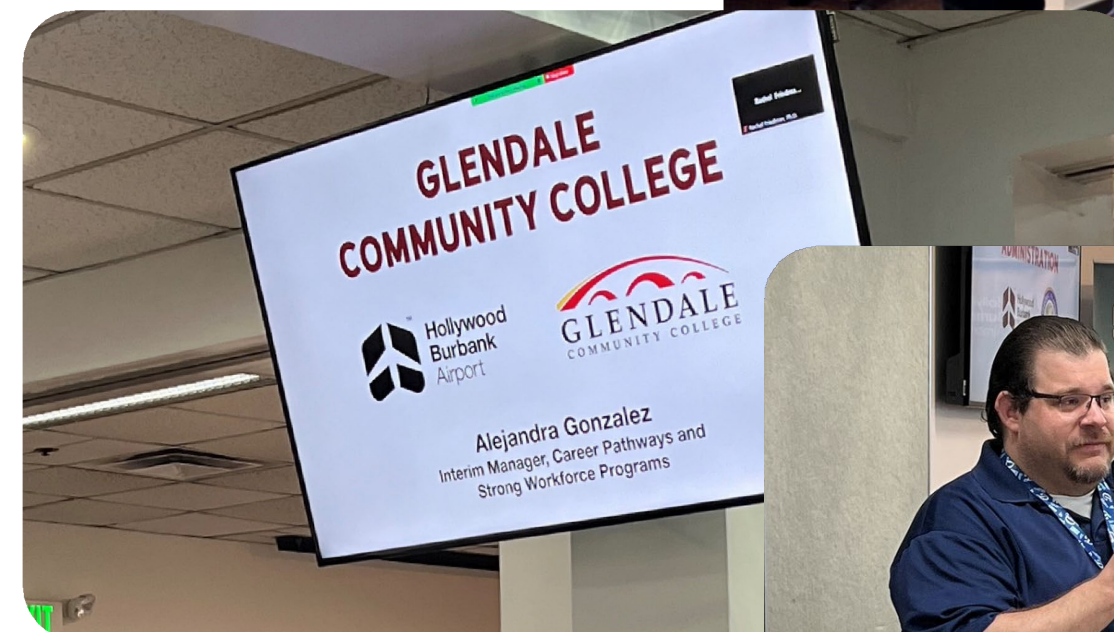


AIRPORT ACADEMY

JANUARY - MAY 2024

**CAREER EXPLORATION AND
EDUCATIONAL EXPERIENCE:
AVIATION, AIRPORT OPERATIONS, AND
AEROSPACE**

**SESSIONS WITH PERSONNEL:
AIRPORT STAFF, AIRLINES,
TSA, FAA, POLICE AND FIRE, LOCAL COLLEGES**



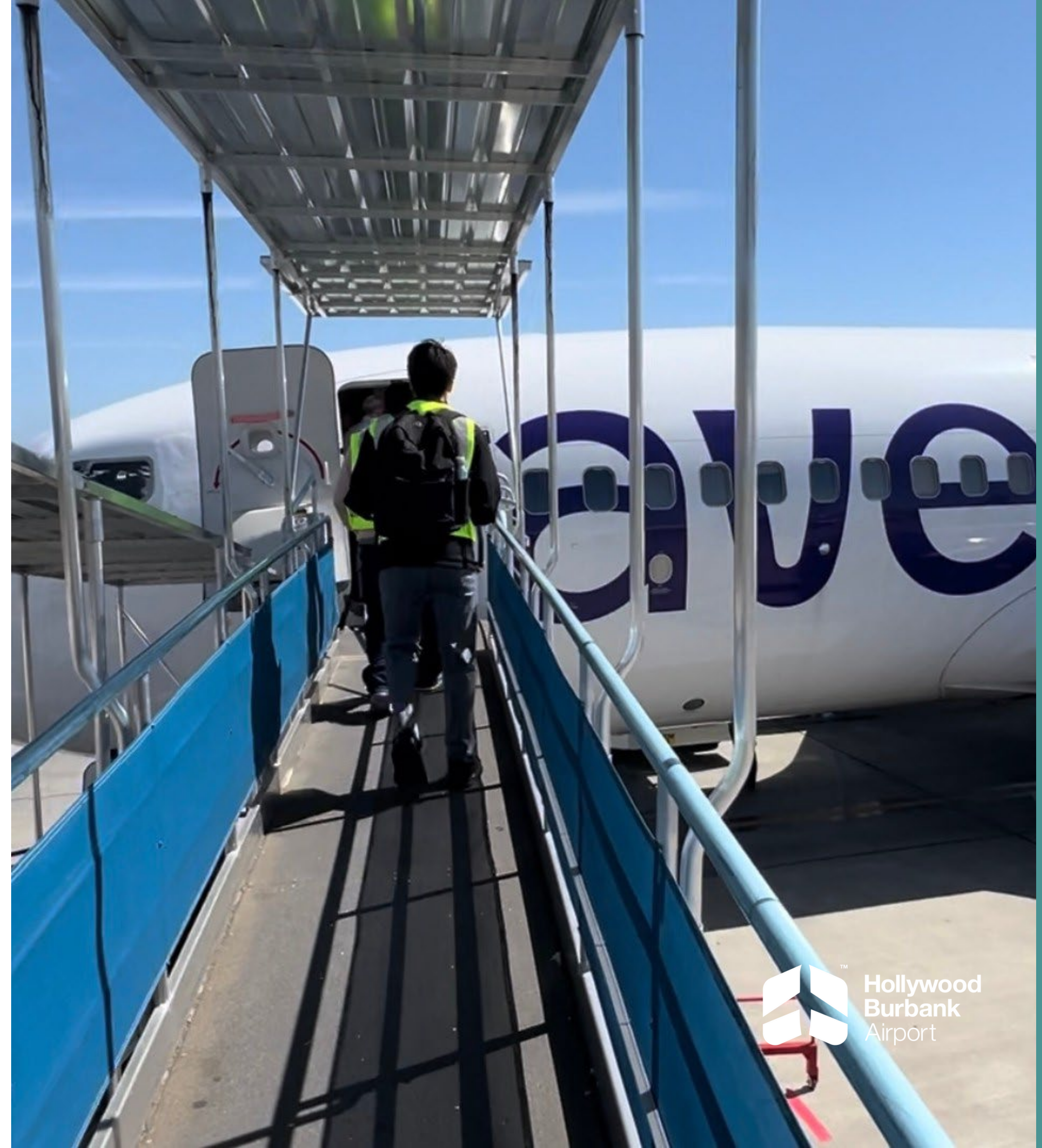
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**BEHIND THE SCENES TOURS OF
AIRPORT OPERATIONS AND AIRFIELD**





AIRPORT ACADEMY

[PLAY VIDEO]



Hollywood
Burbank
Airport