



November 26, 2024

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

NOTICE is hereby given that a regular meeting of the Executive Committee will be held Wednesday, December 4, 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: (978) 990-5000  
Access Code: 880737*

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

REGULAR MEETING  
OF THE  
EXECUTIVE COMMITTEE  
Airport Skyroom  
Wednesday, December 4, 2024  
9:00 a.m.

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

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

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



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

## AGENDA

Wednesday, December 4, 2024

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes
  - a. November 6, 2024 **[See page 1]**
5. Items for Approval
  - a. Additional Public Artwork Opportunity  
Artist Outreach and Selection Program  
Replacement Passenger Terminal Project **[See page 3]**  
  
***Staff report attached. At its meeting on July 15, 2024, the Commission approved design modifications and infrastructure to provide for additional public artwork opportunities in the three modular connectors of the Replacement Passenger Terminal (“RPT”). The Design-Builder has begun this work.***  
  
***As previously advised, Staff is returning to the Executive Committee to seek a recommendation for a proposed artist outreach and selection program for these additional public artwork opportunities. This staff report provides information on the proposed program.***
  - b. Memorabilia Donation **[See page 6]**  
  
***Staff report attached. Staff seeks an Executive Committee recommendation to the Commission to approve the donation of certain memorabilia to the TWA Hotel Museum at JFK International Airport and the Cradle of Aviation Museum in Garden City, New York.***
6. Items for Information
  - a. Replacement Passenger Terminal Project - Construction Update  
  
***No staff report attached. An updated video will be presented.***
  - b. Committee Pending Items **[See page 7]**
7. Adjournment

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

**WEDNESDAY, NOVEMBER 6, 2024**

A regular meeting of the Executive Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:07 a.m., by Commissioner Najarian.

**1. ROLL CALL**

<b>Present:</b>	Commissioners Talamantes, Najarian and Hampton (arrived at 9:10 a.m.)
<b>Absent</b>	None
<b>Also Present:</b>	Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Stephanie Gunawan-Piraner, Director, Engineering and Maintenance  Roger Johnson, Executive Program Advisor and Perry Martin, PMP, Sr. Program Manager, Jacobs Project Management Co.  Authority Counsel: Terence Boga, Esq., Richards, Watson & Gershon

**2. Approval of Agenda**

<b>Motion</b>	Commissioner Talamantes moved approval of the agenda, seconded by Commissioner Najarian.
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<b>Motion Approved</b>	The motion was approved (2–0, 1 absent).
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**3. Public Comment**

There were no public comments.

**4. Approval of Minutes**

**a. October 2, 2024**

A draft copy of the minutes of the meeting on October 2, 2024, was included in the agenda packet for review and approval.

<b>Motion</b>	Commissioner Talamantes moved approval of the Committee minutes; seconded by Commissioner Najarian.
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<b>Motion Approved</b>	There being no objections, the motion was approved (2–0, 1 absent).
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**5. Items for Approval**

- a. Amendment No. 1 to ATX Professional Services Agreement Technical Advisory Services Replacement Passenger Terminal Concession Programs**

Staff requested a recommendation from the Executive Committee to the Commission to approve proposed Amendment No. 1 to the Professional Services Agreement with ATX, Inc. The Amendment is for a \$27,000 increase in the contract limit to allow for additional technical advisory services associated with the Replacement Passenger Terminal Concession Programs.

**Motion**

Commissioner Hampton motioned for approval, seconded by Commissioner Talamantes.

**Motion Approved**

The motion was approved (3–0).

**6. Items for Information**

Item 6.a. was taken out of order and presented after Item 4.a., approval of Minutes.

- a. Replacement Passenger Terminal Project Certification**

Staff and Jacobs Project Management provided an update on the progress of the construction. A video presentation was also shown.

- b. Committee Pending Items**

Staff informed the Committee of future pending items that will come to the Committee for review.

**7. Adjournment**

There being no further business, the meeting was adjourned at 9:45 a.m.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
EXECUTIVE COMMITTEE  
DECEMBER 4, 2024**

**ADDITIONAL PUBLIC ARTWORK OPPORTUNITY  
ARTIST OUTREACH AND SELECTION PROGRAM  
REPLACEMENT PASSENGER TERMINAL**

Presented by Susan Gray  
Susan F. Gray & Co.

**SUMMARY**

At its meeting on July 15, 2024, the Commission approved design modifications and infrastructure to provide for additional public artwork opportunities in the three modular connectors of the Replacement Passenger Terminal (“RPT”). The Design-Builder has begun this work.

As previously advised, Staff is returning to the Executive Committee (“Committee”) to seek a recommendation for a proposed artist outreach and selection program for these additional public artwork opportunities. This staff report provides information on the proposed program.

**BACKGROUND**

At the direction of the Commission, Staff, the Program Manager and the Design-Builder worked to identify locations within the RPT which would provide additional public artwork opportunities. Staff and the Program Manager were further directed to develop a process for qualification, proposal, and selection for this additional public artwork. These opportunities would specifically not require any candidate to have past public artwork experience; selection would be focused primarily on artistic merit rather than on experience or education.

Based on the RPT project schedule, it was determined that presenting the creation of this additional public artwork opportunity to the Committee and the Commission in two steps would be most efficient. The first step was obtaining approval of the necessary design modifications and infrastructure. The second step is obtaining approval of an artist outreach and selection program.

It is proposed that the artists be selected through a Request for Qualifications (“RFQ”) process. Extensive and targeted outreach will be conducted so local artists will be made aware of the opportunity, and the communities of Burbank, Glendale, and Pasadena will be engaged for outreach purposes. A new three-member peer Art Advisory Group will be appointed by the Executive Director based on Susan F. Gray’s recommendations based on research and experience in the industry to provide input on artist selection, of which there will be the participation of one member of the sculpture Art Advisory Panel for curatorial continuity. A member of Staff will participate to ensure the selected content is aligned with the Authority’s vision.

After exploration of several options of art media, and in consideration of fiscal limitations, the series of three 5' x 7' display light boxes at each of the three modular connectors in the RPT was presented to and approved by the Commission. Light boxes are commonly used in public art and offer an impressive and high quality, yet affordable, means to display all manner of 2-D artworks such as paintings, drawings, and photography which are reproduced as large scale back-lit transparencies.

Of the \$500,000 budget, the Commission approved \$200,600 for the design modifications and infrastructure. The remaining budget (\$299,400) will include artist fees for the licensing of images to cover a 6-year period. The artists' contracts will be with the Authority. Nine artists will be selected to generate a bank of artwork, to be rotated over the next 6 years. One artist will be featured at each connector at a given time, with the artwork on display for a 2-year period. Content will focus on the history of the Airport, and/or a celebration of the unique character of the three cities that comprise the airport stewardship: Burbank, Glendale, and Pasadena. To coordinate and curate the ongoing rotation of the displays beyond the first installation, an on-call art consultant will be required as will budget appropriations for scanning, printing and installation costs. Estimates are listed below:

<b>LINE ITEM</b>	<b>COST</b>
Art Advisory Stipend x 3	\$ 4,500
Artist Finalist Stipend x 18	\$ 5,400
Art Consultant Coordination	\$ 20,000
Portfolio Submission Portal	\$ 5,000
Photography, Scanning, Image Prep x 9	\$ 15,000
Art Consultant Coordination	\$ 15,000
Transparency print and installation x 9 Rotation 1	\$ 10,000
Transparency print and installation x 9 Rotation 2	\$ 10,000
Transparency print and installation x 9 Rotation 3	\$ 10,000
Artist Fees Rotation 1	\$ 30,000
Artist Fees Rotation 2	\$ 30,000
Artist Fees Rotation 3	\$ 30,000
Art Consultant Coordination and Curatorial Rotation 1	\$ 10,000
Art Consultant Coordination and Curatorial Rotation 2	\$ 10,000
Art Consultant Coordination and Curatorial Rotation 3	\$ 10,000
Didactic Panels	\$ 4,500
Photography	\$ 5,000
Contingency	\$ 75,000
<b>TOTAL</b>	<b>\$ 299,400</b>

The RFQ, or “Call to Artists,” will be issued to the broad artist community and will primarily focus on artistic merit, and the ability to create artwork for the enjoyment of others, and not public art experience or professional recognition. To furnish content for these displays, a pool of artists will be selected to create artworks that celebrate the rich aviation history of the Airport, and/or explore the unique characteristics of the Airport’s governing cities of Burbank, Glendale and Pasadena. Artists working in 2-D media, artists with little or no public art experience, and artists who identify as underrepresented will be encouraged to apply. The opportunity will be advertised on local websites familiar to artists and the art community. In addition, outreach will be conducted through arts organizations and neighborhood networks within the Cities of Burbank, Glendale, and Pasadena. To help facilitate the artist application process and for ease of evaluating a large number of submittals, an online portfolio portal will be provided to supplement the Authority’s standard procurement procedure via PlanetBids.

Qualifications will be evaluated by the Art Advisory Group based on the artistic merit, originality, and appropriateness of their submitted portfolio of past work. The review will not require artists to provide evidence of previous public art experience. The top-ranking candidates will be shortlisted to develop site-specific artwork proposals, which will be evaluated for artistic merit, originality, and conceptual alignment with the project site and the Authority’s vision. From the shortlist, the Art Advisory Group will recommend up to nine artists to the Commission. Final recommendations will be presented to the Commission for approval and to enter into agreements with the Authority.

After the first series of rotations is complete and the original bank of artwork has been exhausted, the Commission will have the ability to procure a new set of artworks for the RPT. The projected cost for artist selection, artist fees, scanning, printing and installation, and art consultant services is estimated to be \$300,000 for another 6-year period.

### RECOMMENDATION

Staff recommends that Committee recommend to the Commission that it direct the project team to proceed with the issuance of the RFQ, the proposed selection process and procure the artwork for a rotating display of curated art for a 6-year period at each of the three modular connector locations in the RPT.



**STAFF REPORT PRESENTED TO  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
EXECUTIVE COMMITTEE  
DECEMBER 4, 2024**

**MEMORABILIA DONATION**

Presented by John Hatanaka  
Senior Deputy Executive Director

SUMMARY

Staff seeks an Executive Committee (“Committee”) recommendation to the Commission to approve the donation of certain memorabilia to the TWA Hotel Museum (“TWA Hotel”) at JFK International Airport and the Cradle of Aviation Museum (“Cradle of Aviation”) in Garden City, New York.

BACKGROUND

Over the past 94 years of operations, the Airport has accumulated various pieces of memorabilia from previous tenants and programs. There are two models, replicas of the Constellation and L-1011 commercial aircraft, that were built and donated to the Authority by the Lockheed Corporation that have been on display in Terminal B.

These models are highly crafted and decorated in the livery of TWA and British Airways. With the limited space in the Replacement Passenger Terminal, Staff sought locations which can permanently house and curate these models rather than just leaving them in storage to deteriorate over time. Photos of these two models are attached to this report.

Staff, during its outreach, had discussions with representatives of both organizations. The TWA Hotel, which once served as the terminal for TWA’s operations from JFK Airport, is very enthusiastic about displaying the Authority’s TWA Constellation aircraft in its facility and will absorb all costs with the packing, transport, installation and display of this model. TWA also has agreed to identify the Authority and Hollywood Burbank Airport as the donor of the model aircraft. To document this donation, Authority General Counsel prepared the attached “Memorabilia Donation Agreement” in conjunction with the “Gift to the TWA Hotel Museum” form. TWA Hotel requests that both documents be signed.

The Cradle of Aviation is located at the former Mitchel Airfield and nearby Roosevelt Field. The museum houses over 75 air and space craft in 8 exhibits galleries, chronicling 100 years of aviation from hot air ballons to an actual lunar module. Currently the museum is looking for funding to transport the L-1011 model to its facilities.

FISCAL VALUE

The above-identified memorabilia have no monetary value for the Authority.

STAFF RECOMMEDATION

Staff recommends that the Committee recommend to the Commission that it approve the donation of the above-identified memorabilia to the TWA Hotel and the Cradle of Aviation, and that it authorize the Executive Director to execute the same.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
EXECUTIVE COMMITTEE  
DECEMBER 4, 2024**

**COMMITTEE PENDING ITEMS**

**Future**

1. Award of Concession Agreements, RPT Food and Beverage; News and Gifts
2. Award of Concession Agreement, RPT DAS Wireless
3. Disposition of Bas Relief - Follow Up Hope Family Foundation
4. Policy Discussion on Posting of Presentations with Commission Agendas

**DRAFT**

**ARTWORK LICENSE AGREEMENT**

(Burbank-Glendale-Pasadena Airport Authority / [artist name])

THIS ARTWORK LICENSE AGREEMENT (“Agreement”) is dated [date] for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and [artist name] (“Artist”).

**R E C I T A L S**

A. The Authority is constructing a replacement passenger terminal (“RPT”) at Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”).

B. Artist desires to license the Authority artwork entitled [insert title] (“Artwork”), as depicted on the attached Exhibit A, to be reproduced as digital images for printing as part of a series of three light box transparencies (“Transparency”) for public display within the RPT.

**NOW, THEREFORE**, the parties agree as follows:

**1. License.**

A. License Scope. Artist grants the Authority an exclusive license for public display of the Artwork during the two-year license period specified in paragraph C below. Such license allows the Authority to reproduce the Artwork as a Transparency and to display the Transparency at a public location within the RPT. The Authority shall have the sole discretion to determine the exact display location for the Transparency, to change the display location from time to time, to reprint the Artwork as a new Transparency in the event of damage or deterioration to the Transparency, and to withdraw the Transparency from public display at any time. The Authority shall shred the Transparency at the end of the license period specified in paragraph C below. The Authority shall take one photograph of the shredded Transparency and send that photograph to Artist for Artist’s records.

B. Pre-License Period. The pre-license period shall start upon Artist’s delivery of the Artwork to the Authority. The pre-license period shall end upon commencement of the license period specified in paragraph C below.

C. License Period. The license period shall start on the date of the RPT grand opening or installation of the Transparency in the RPT, whichever occurs last. The license period shall end on the two year anniversary of the license period start date or on the date of any earlier termination of this Agreement. The Authority shall notify Artist of the license period start date.

D. Public Display. During the pre-license and license periods, Artist shall not exhibit or allow any person to exhibit the Artwork for public display, including in a gallery or a museum.

**2. Term.**

A. This Agreement shall be effective upon execution and shall remain in effect until the two year anniversary of the license period start date unless earlier terminated.

B. In the event of the Authority's determination to permanently withdraw the Transparency from public display within the RPT, the Authority shall terminate this Agreement by providing seven days' written notice to Artist. The Authority shall not be required to provide Artist with any explanation or justification for such decision. Artist may not terminate this Agreement.

**3. Payment.** In consideration of Artist's license of the Artwork, the Authority shall pay Artist a fixed sum of \$10,000 (the "License Fee"). The Authority shall pay the License Fee to Artist upon the Authority's completion of scanning of the Artwork.

**4. Copyright and Reproductions.**

A. Copyright. Artist shall retain the copyright of the Artwork. The Authority is not responsible for any third-party infringement of Artist's copyright, nor is the Authority responsible for protecting or negotiating the intellectual property rights of Artist. Copyright registration with the United States Register of Copyright is the responsibility of Artist and shall be at Artist's sole expense.

B. Other Moral Rights. Artist waives, releases, and disclaims any rights, demands, or claims as may arise at any time and under any circumstances against 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, arising under the federal Visual Artists Rights Act (17 U.S.C. §§ 106A and 113(d)), the California Art Preservation Act (Civil Code § 987 et seq.), and any other local, state, federal, or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A, Civil Code § 987 et seq., or any other type of moral right protecting the integrity of works of art.

C. Reproductions. The Authority may from time to time, without the prior consent of Artist, make photographs and two-dimensional reproductions of the Artwork for print and electronic (including social media) materials promoting the Airport. The Authority shall include a copyright notice (e.g. "Copyright (c), Artist's name, date") for Artist in the Transparency display at the RPT and in the Authority's two-dimensional reproductions of the Artwork. The Authority may use Artist's name, likeness, and biographical information in connection with the Transparency display and with other two-dimensional reproductions of the Artwork in the Authority's noncommercial uses. This provision shall survive expiration or termination of this Agreement.

**5. Delivery.**

A. Artist shall deliver the Artwork to the Authority at [INSERT EMAIL ADDRESS] or by-hand to [INSERT NAME] at the Airport, by [INSERT DATE]. The Artwork shall meet the requirements set forth in the attached Exhibit B.

B. The Authority shall have the Artwork scanned at a scanning or photography facility at its sole cost and expense.

C. The Authority shall send the final scan files of the Artwork to Artist for Artist's approval. Artist shall approve the final scan files of the Artwork in writing before the Authority prints the Transparency. Artist shall participate in any color correction or other resolution of those final scan files.

D. After the Transparency is created and upon notice from the Authority, Artist shall collect the Artwork from the Authority during normal business hours at Artist's sole expense.

6. **Publicity.** Artist will participate upon the Authority's request in: (i) any media or press associated with the Authority's promotion of the Artwork; and (ii) any public dedication events that the Authority may host during the pre-license or license periods.

7. **Notices.** Any notices 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 regular business hours; (b) the business day after delivery, if delivered by e-mail after 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 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. For purposes of this provision, the term "regular business hours" means 8:00 a.m. to 5:00 p.m. Monday through Friday.

Authority:

Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91501

Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

Artist:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

8. **Artist's Warranties.** Artist represents and warrants that:

A. The Artwork is an original creation that is the result of Artist's artistic efforts.

B. The Artwork is provided free of any liens, claims or other encumbrances of any type.

C. The Artwork has not been created wholly or primarily by an artificial intelligence ("AI") system.

D. The design of the Artwork is an edition of one, and neither Artist nor Artist's agents will execute or authorize another to execute a work of the same or substantially similar design as the Artwork until the license period ends.

E. Artist has the proper legal authority to license the Artwork to the Authority on the terms and conditions set forth in this Agreement. Artist shall hold harmless and indemnify the Authority, and its officers, agents and employees from any and all losses, liability, costs or expenses (including attorneys' fees and costs) arising from any breach of such warranties.

9. **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 attorney's 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.
10. **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 through 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.
11. **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.
12. **Integration.** This Agreement represents the entire and integrated contract between the Authority and Artist regarding the Artwork. This Agreement supersedes all prior oral or written negotiations, representations and contracts between the Authority and Artist related to the Artwork. 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.

[SIGNATURES ON FOLLOWING PAGE]

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

**[Artist Name]**

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**Burbank-Glendale-Pasadena Airport Authority**

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President

Approved as to form:

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Richards, Watson & Gershon  
A Professional Corporation

DRAFT

**EXHIBIT A**  
**Artwork Depiction**  
(attached)



**EXHIBIT B**

**Artwork Requirements**

(attached)

## **EXHIBIT C**

### **Non-AIP Project Federal Requirements**

#### **1. General Civil Rights Provisions**

A. In all its activities within the scope of its airport program, Artist (referred to as “Contractor” in this Exhibit B) 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.

# **ELEVATE BUR**

**Replacement Passenger Terminal  
Additional Art Opportunity**

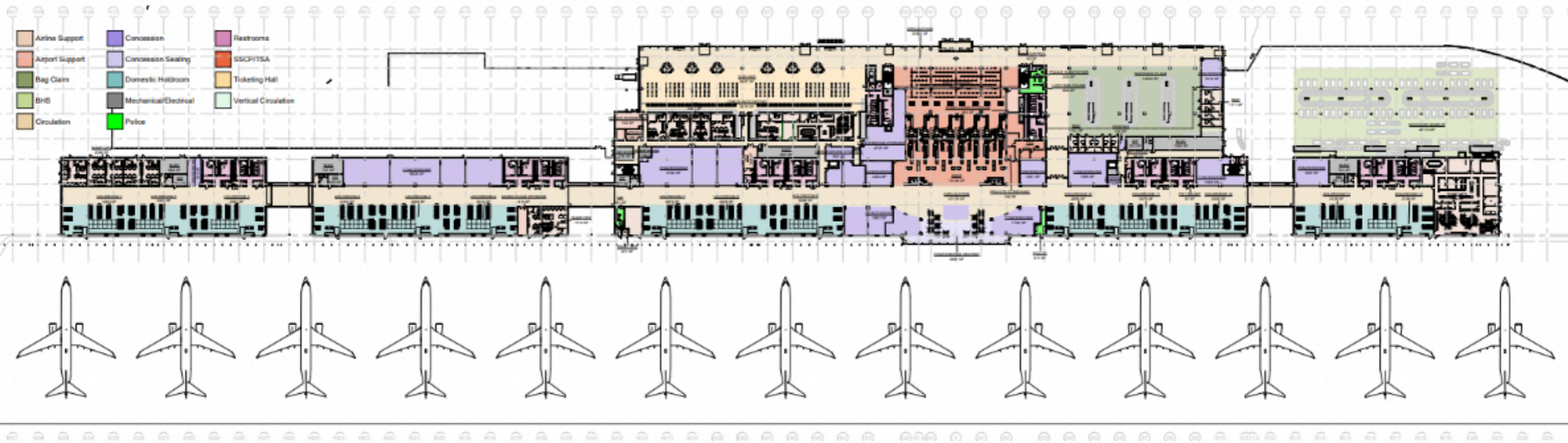
**Presented to:  
Burbank-Glendale-Pasadena Airport Authority**

**Executive Committee Meeting**

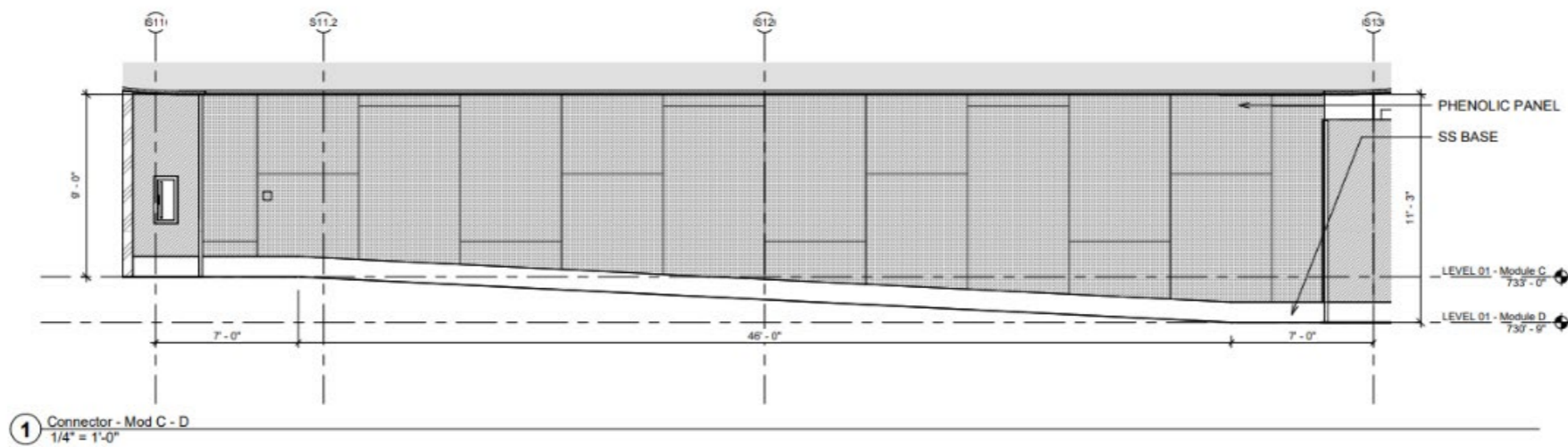
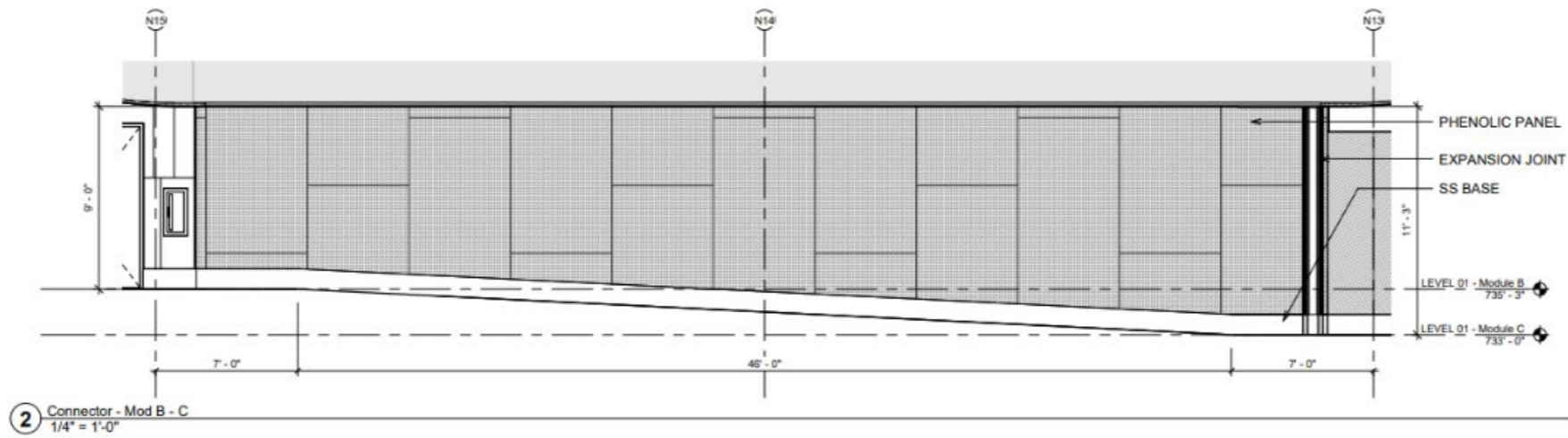
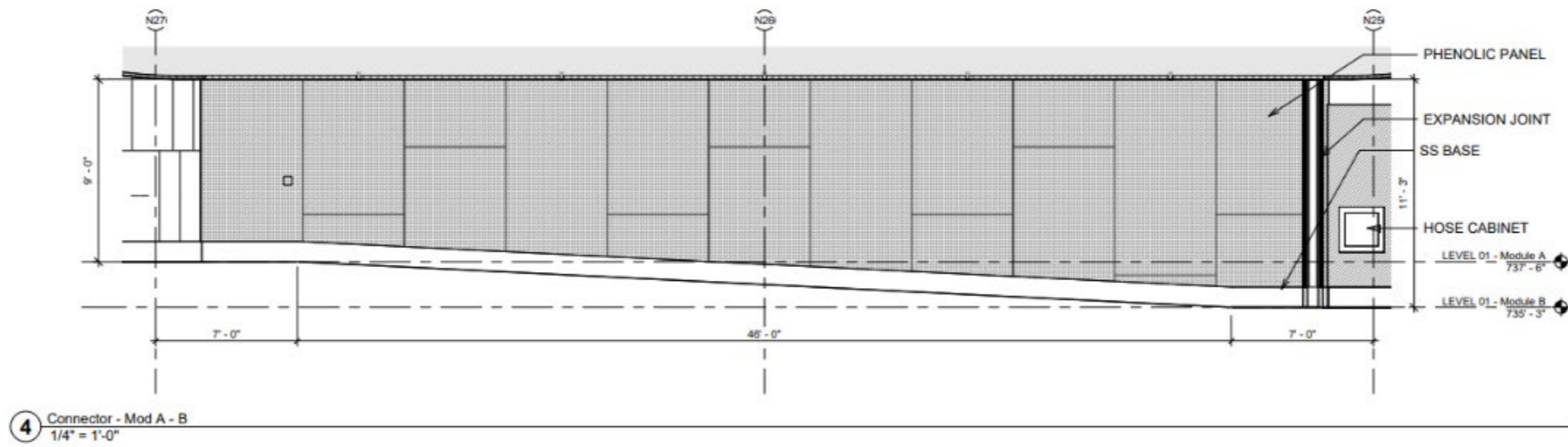
**Susan F. Gray & Co.**

**December 4, 2024**

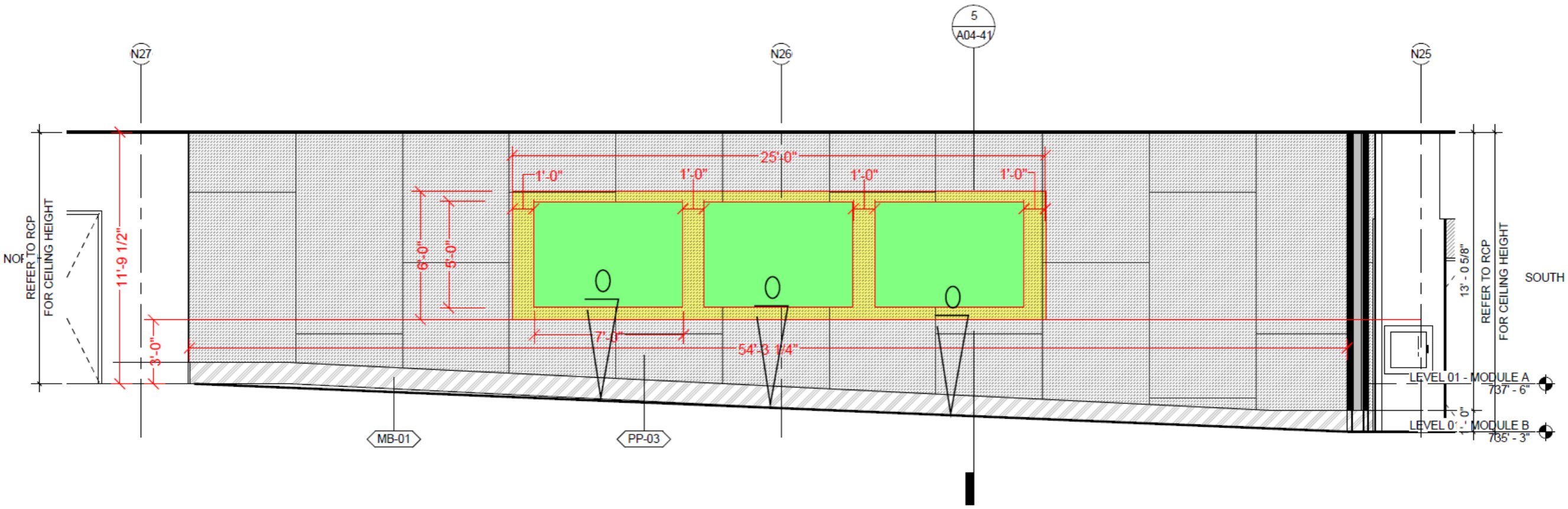
# Locations



# Locations







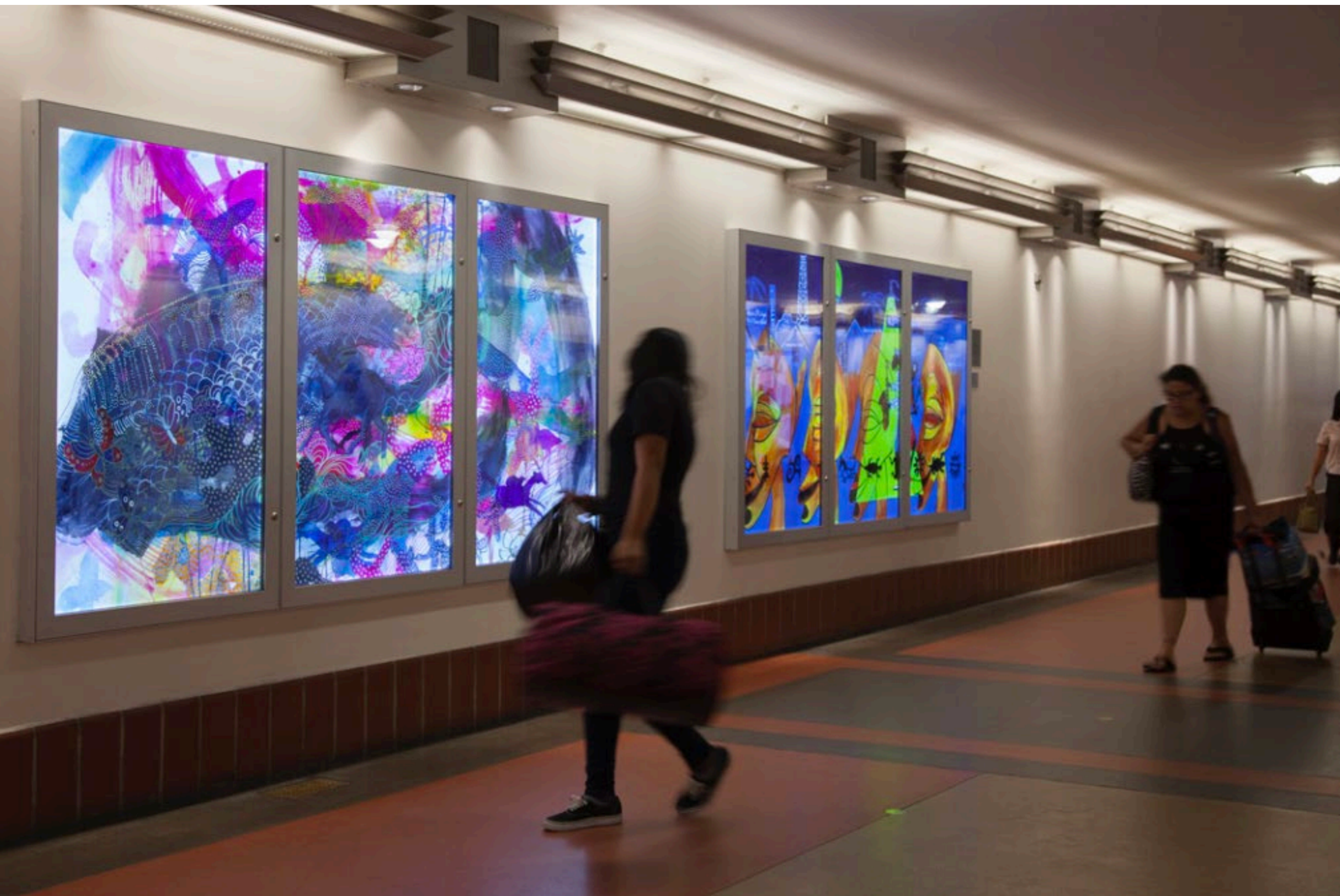
3 TYP. RAMP BETWEEN MODULES EAST ELEVATION

(3) 5'x7' Light boxes evenly spaced









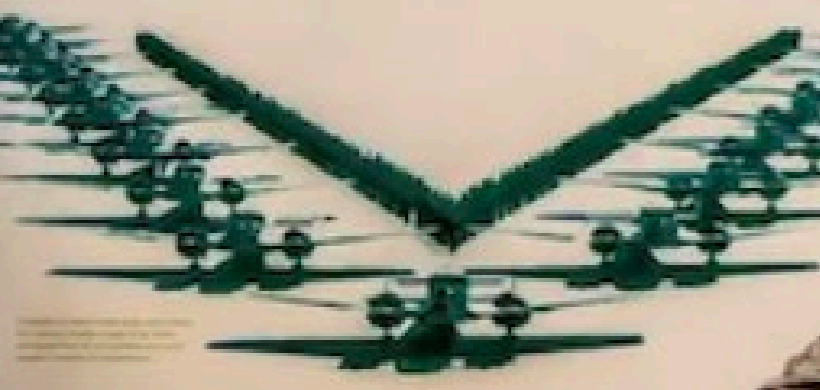




Stay on your job!  
Every minute counts!

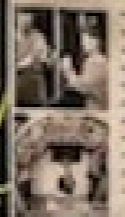
# WORLD WAR II

The War Relocation Authority...  
to provide housing and other services for Japanese...  
evacuated from the West Coast...  
during World War II...  
The War Relocation Authority...  
to provide housing and other services for Japanese...  
evacuated from the West Coast...  
during World War II...

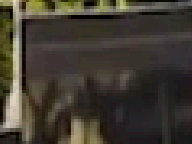
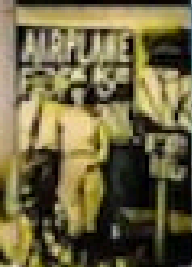
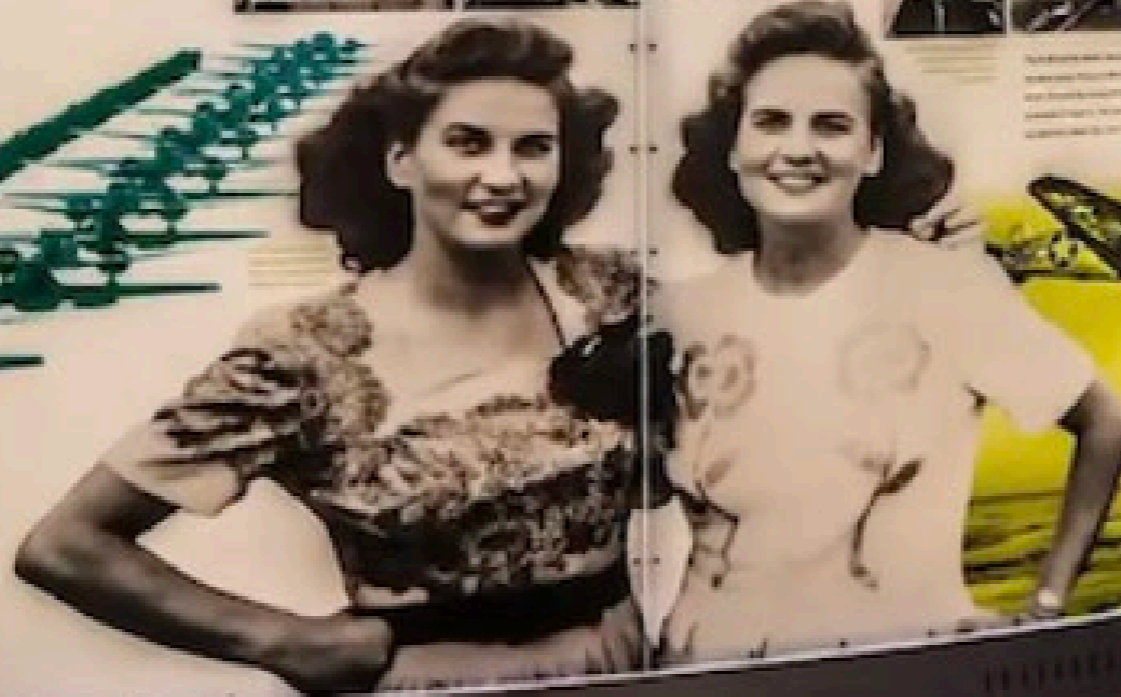
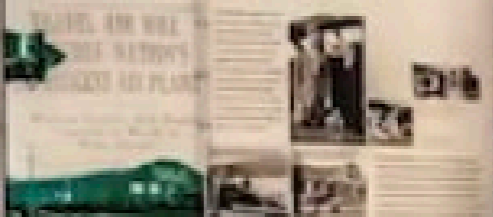


## WOMEN'S WARTIME PRODUCTION

- 1941
- 1942
- 1943
- 1944
- 1945



## Once-in-a-lifetime collaboration.





### A GIFT TO THE TWA HOTEL MUSEUM

Donor Name: Burbank-Glendale-Pasadena Airport Authority Date of Gift: December 1, 2024

Donor Address: 2627 Hollywood Way Burbank, California 91505

Email Address: jhatanaka@bur.org Telephone Number: 818-840-8840

#### ***DEED OF GIFT***

The Donor identified above (the "Donor") hereby irrevocably and unconditionally gives, grants, transfers and assigns to The TWA Hotel Collection LLC, a Delaware limited liability company (the "TWA Hotel Museum"), the following described property (the "Gift Property"):

\_\_\_\_\_  
\_\_\_\_\_

#### ***HISTORY OF THE GIFT PROPERTY***

The Gift Property was acquired by Donor(s) on date: \_\_\_\_\_, by (check one):  Gift  Inheritance  Purchase  
 Other (please explain): \_\_\_\_\_

Please provide or attach further relevant details regarding your acquisition of the Gift Property, including place of acquisition, and other prior owners and locations of the Gift Property:

\_\_\_\_The Lockheed Constellation aircraft was designed and built by the Lockheed Corporation here at Hollywood Burbank Airport. Lockheed Corporation, the former owner of the Airport, sold the Airport to the Airport Authority in 1978. The model was made by Lockheed and given to the Airport Authority.

Please provide or attach any additional information and/or documentation you may have regarding your acquisition and ownership of the Gift Property or the Gift Property itself:

\_\_\_\_Please see the attached on the history of the Airport\_\_\_\_\_

**Donor has read and understands the foregoing, and, intending to be legally bound, donor hereby executes this deed of gift as of the date first written above.**

Donor Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

#### ***LEGAL TERMS OF GIFT***

By signing this document, Donor hereby irrevocably and unconditionally gives, grants, transfers and assigns to the TWA Hotel Museum all of Donor's right, title and interest, in, to and associated with the Gift Property described above, including any intellectual property rights therein held by the Donor, effective upon Donor's execution of this deed of gift.

By signing this document, Donor represents and warrants that Donor is the sole lawful owner of the Gift Property and all rights therein, that such rights are free of all liens, pledges, option rights and encumbrances, and that the Gift Property is permitted lawfully to be given, donated, transferred and assigned by the Donor to the TWA Hotel Museum, with no other or further actions or agreements required by the TWA Hotel Museum.

Upon execution of this deed of gift by Donor, the Gift Property irrevocably becomes the property of the TWA Hotel Museum, subject to acceptance by the TWA Hotel Museum by its countersignature

hereto. The display, use, photography, duplication, reproduction, publication, maintenance, transfer and disposition of the Gift Property are at the sole discretion of TWA Hotel Museum. Because of the limited exhibition space, the TWA Hotel Museum cannot promise that any object will be exhibited at any particular time.

Except as otherwise noted below, Donor represents that the Gift Property has not been imported into or ex-ported from any country contrary to its laws or any federal or state laws or regulations of the United States. Donor further represents and warrants that, to the best of Donor's knowledge, ownership interests in and to the Gift Property do not violate any applicable law or regulation, including customs laws, laws concerning antiquities, tax laws or laws of inheritance.

The internal laws of the State of New York shall govern this deed of gift.

#### ***ACKNOWLEDGEMENT OF ACCEPTANCE OF THE GIFT PROPERTY***

**THE TWA HOTEL COLLECTION LLC, One World Trade Center, Floor 86 / New York, NY 10007**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Hollywood Burbank Airport (BUR) has had many names and owners over the years, including:

- **United Airport:** Opened in 1930 by United Aircraft and Transport Corporation, a partnership between Boeing and United Airlines
- **Union Air Terminal:** Renamed in 1934 after the dissolution of United Aircraft and Transport
- **Lockheed Air Terminal:** Purchased by Lockheed Aircraft Company in 1940, which expanded the airport to support World War II efforts

Medium- hub airport serving Southern California with direct rail service to Los Angeles, San Diego and the Pacific Northwest via Amtrak and commuter rail service via Metrolink

- **Burbank–Glendale–Pasadena Airport:** Renamed in 1978 after Lockheed sold the airport to the Burbank-Glendale-Pasadena Airport Authority
- **Bob Hope Airport:** Renamed in 2003 after comedian Bob Hope
- **Hollywood Burbank Airport:** Rebranded (but not renamed) in 2017 to improve recognition of the airport's geographic region

Here are some other notable facts about the airport:

- Open on Memorial Day, May 30, 1930
- The airport is located at the mouth of the San Fernando Valley
- Once owned and operated by the Lockheed Corporation which designed and built aircraft for both commercial and military use
  - Constellation
  - L-1011 Tri-Star
  - U-2
  - SR-71
  - F-117



Opening Day, Memorial Day, May 30, 1930



Lockheed Corporation  
Corporate Headquarters  
Lockheed Air Terminal  
Burbank, California



Note the time to fly to New York!



Cover page of the TWA Skyline Magazine, April 1944



Production of the Lockheed Constellation Aircraft  
The "Connie"





Fly-by of the Lockheed SR-71 Aircraft

## MEMORABILIA DONATION AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / The TWA Hotel Collection LLC)

THIS MEMORABILIA DONATION AGREEMENT (“Agreement”) is dated \_\_\_\_\_ for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Donor”) and the TWA Hotel Collection LLC (“Recipient”).

### RECITALS

A. Donor owns the following aviation memorabilia item that has no monetary value but is of historical interest related to Hollywood Burbank Airport (“BUR”): scaled model of the TWA Constellation aircraft (“Memorabilia”). The Memorabilia is shown in the picture attached as Exhibit A.

B. On \_\_\_\_\_, the Burbank-Glendale-Airport Authority Commission approved donation of the Memorabilia to Recipient for display purposes.

**NOW, THEREFORE,** Donor and Recipient agree as follows:

- 1. Memorabilia Condition.** Donor is donating, and Recipient is accepting, the Memorabilia in the “as is” condition without representation or warranty, express or implied.
- 2. Packaging / Transportation.** Donor shall be responsible for, and pay all costs associated with, packaging the Memorabilia for transport from BUR. Recipient shall be responsible for, and pay all costs (including any desired insurance) associated with, transport of the Memorabilia from BUR.
- 3. Ownership Transfer.** Upon pick-up of the Memorabilia at BUR by Recipient or its courier service, all of Donor’s rights, title, and interest in the Memorabilia shall be transferred from Donor to Recipient.
- 4. Waiver.** Recipient waives any and all claims, remedies, and causes of action against Donor related to the Memorabilia.
- 5. Acknowledgment.** Recipient shall include the following acknowledgement in its displays of the Memorabilia: “Donated by the Burbank-Glendale-Pasadena Airport Authority.”
- 6. Entire Agreement.** This Agreement constitutes the entire contract of Donor and Recipient regarding the Memorabilia. Each party has caused its authorized representative to execute this Agreement by signing below.

**EXECUTED:**

**Donor**

Burbank-Glendale-Pasadena  
Airport Authority

**Recipient**

TWA Hotel Collection LLC

By: \_\_\_\_\_  
Frank R. Miller  
Executive Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**Memorabilia Picture**











# HOLDER / PANKOW / TEC

Hollywood-Burbank Airport Replacement Passenger Terminal

*November 2024 Construction Update*



## Hollywood-Burbank Airport Replacement Passenger Terminal

## Safety

- Work Craft Hours to Date – 451,769 Hours
- Safety Orientations to Date – 1,288
- Daily Average Workers Onsite – 380
- Pre-Task-Plans to Date – 3,115
- Site Security Incidents to Date – 0

## Current Construction Statistics

- Terminal Concrete Poured to Date – 9,300 cubic yards
- Garage Concrete Poured to Date – 8,440 cubic yards
- Terminal Steel Erected to Date – 1,390 tons
- Total Site Excavation Completed to Date – 260,000 cubic yards
- Underground Utilities Installed to Date – 13,500 linear feet
- Total Virtual Design and Construction Clashes Resolved to Date – 6,259

## Current Construction Activities

### Terminal

- Ongoing Steel Rough Erection in Area C
- Continued Deep Mechanical, Electrical, and Plumbing Install
- Continued Placement of Basement Slab on Grade
- Completed Steel Rough Erection in Area A and B

### Civil

- Completed Placement of East Retaining Wall
- Continued Communications Duct-Bank Install
- Continued Storm Drain Install
- Continued Sanitary Sewer Install

### Garage

- Continued Wall Shotcrete
- Continued Underground Mechanical, Electrical, and Plumbing Install
- Continued Foundation Placement
- Continued Column Placement



Photos



Terminal Area C Steel Erection



Parking Garage Cranes



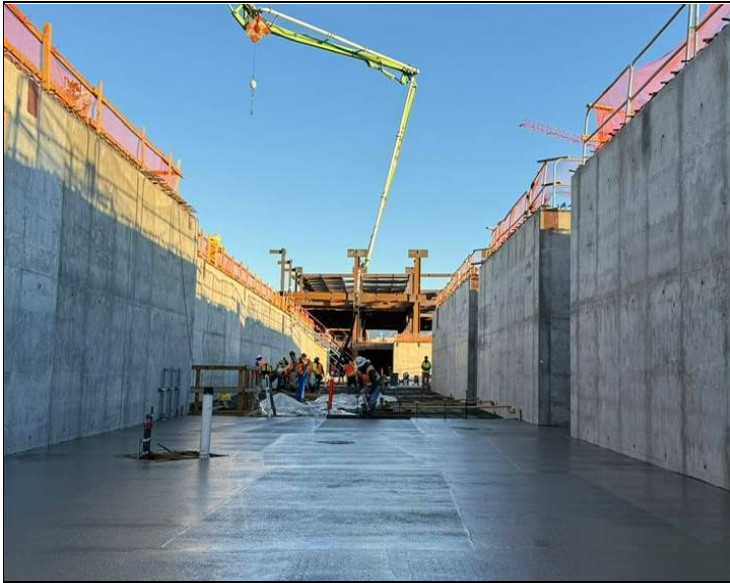
Parking Garage Foundations



Site Ductbank



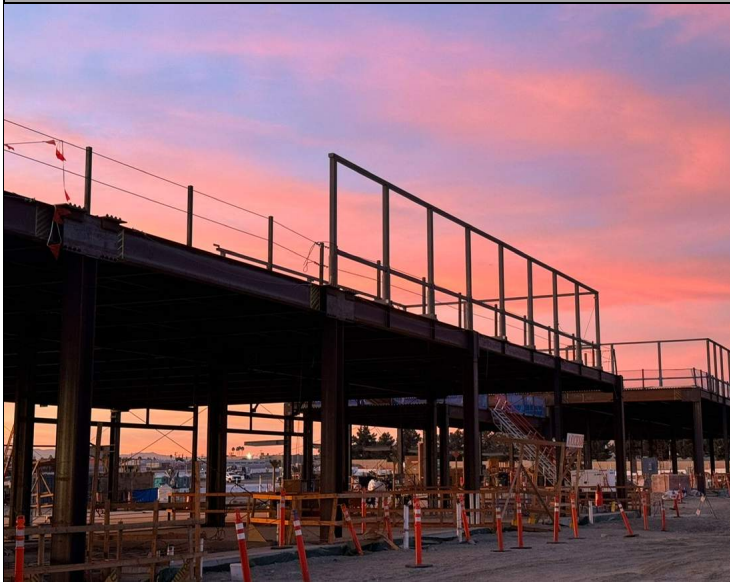
Photos



Terminal Basement Slab on Grade



Tunnel Lid Concrete



Terminal Area A and B Steel



Underground MEP