



January 30, 2025

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, February 5, 2025, 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, February 5, 2025
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, February 5, 2025

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes
 - a. January 15, 2025 **[See page 1]**
5. Items for Approval

- a. Burbank Water and Power Material Laydown License Agreement for the Replacement Passenger Terminal Project **[See page 3]**

Staff seeks the recommendation of the Executive Committee to approve a Material Laydown License Agreement (“Agreement”), with the City of Burbank. The Agreement authorizes the storage of Burbank Water and Power materials to be used to provide temporary and permanent power to the Replacement Passenger Terminal Project.

- b. Amendment No. 1 to the Fourth Amended and Restated TBI Airport Management Contract **[See page 14]**

This item seeks an Executive Committee recommendation to the Commission for approval of a proposed Amendment No. 1 (“Amendment”), copy attached as Exhibit 1, to the Fourth Amended and Restated Airport Management Services Agreement with TBI Airport Management, Inc. The Amendment updates the severance payment provision to address the Executive Director transition that occurred last month. Additionally, the Amendment clarifies duties and responsibilities regarding employment decisions related to Senior Staff personnel.

6. Items for Discussion
 - a. Electrical Service Agreement with Burbank water and Power (“BWP”)

No staff report attached. Staff and Jacobs Project Management will update the Committee on the discussions with BWP.

7. Items for Information
 - a. Committee Pending Items **[See page 22]**

8. Adjournment

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

WEDNESDAY, JANUARY 15, 2025

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 9:15 a.m., by Commissioner Najarian.

1. ROLL CALL

Present: Commissioners Najarian, Hampton and Talamantes

Absent None

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director

Roger Johnson, Executive Program Advisor,
Jacobs Project Management Co.; Kevin Fauvell,
HPTJV; Pamela Penn, President, PDA Consulting
Group

Authority Counsel: Terence Boga, Esq.,
Richards, Watson & Gershon

2. Approval of Agenda

Motion Commissioner Talamantes moved approval of the agenda, seconded by Commissioner Hampton.

Motion Approved The motion was approved (3–0).

3. Public Comment There were no public comments.

The Committee thanked the Executive Director, Frank Miller, and presented a commemorative plaque in appreciation for his leadership and dedication to the Burbank Glendale Pasadena Airport Authority, Hollywood Burbank Airport, Elevate Burr and the Replacement Passenger Terminal Project, from September 2016 to January 2025. The Committee expressed well wishes to Mr. Miller and his future endeavors in his retirement.

4. Approval of Minutes

a. December 4, 2024 A draft copy of the minutes of the meeting on December 4, 2024, was included in the agenda packet for review and approval.

Commissioner Hampton moved approval of the Committee minutes; seconded by

Motion

Commissioner Talamantes.

Motion Approved

There being no objections, the motion was approved (3–0).

Executive Director, Frank Miller, left the meeting at 9:22 a.m., before Item 5.a. was presented.

5. Items for Approval

a. Camano Consulting Group, LLC Professional Services Agreement

Staff Sought a recommendation from the Executive Committee to the Commission to approve a proposed Professional Services Agreement with Camano Consulting Group, LLC, for independent advisory services for the Replacement Passenger Terminal Project and airport operations.

Motion

Commissioner Hampton moved approval of the motion; seconded by Commissioner Talamantes.

Motion Approved

There being no objections, the motion was approved (3–0).

Executive Director, Frank Miller, returned to the meeting at 9:35 a.m., after the presentation and vote on Item 5.a.

6. Items for Information

a. Replacement Passenger Terminal Project – Construction Update

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 10:12 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
FEBRUARY 5, 2025**

**BURBANK WATER AND POWER
MATERIAL LAYDOWN LICENSE AGREEMENT
FOR THE
REPLACEMENT PASSENGER TERMINAL (RPT) PROJECT**

Presented by Patrick Lammerding
Deputy Executive Director, Planning and Development

SUMMARY

Staff seeks the recommendation of the Executive Committee (“Committee”) to approve a Material Laydown License Agreement (“Agreement”), copy attached, with the City of Burbank. The Agreement authorizes the storage of Burbank Water and Power (“BWP”) materials to be used to provide temporary and permanent power to the Replacement Passenger Terminal (“RPT”) Project.

BACKGROUND

The project team has been working with BWP since 2022 to establish temporary and permanent power requirements for the RPT. These power requirements have now been finalized, along with infrastructure and material required to provide electrical power for the RPT. Due to long lead times, the Commission has approved acquisition of materials for temporary and permanent power through Aid-in-Construction (“AIC”) deposits starting in June 2023. These materials are required to construct and activate the RPT for the start of commissioning activities in September of 2025. Additionally, these materials are necessary for permanent power from the community substation.

Materials have started to be delivered, and BWP has advised staff of their limited storage capacity. Staff has coordinated with BWP to provide a 35,000 square foot storage area at the Airport for the materials located on the RPT site west of the Air Traffic Control Tower, per the attached Exhibit A, which will accommodate current and future material storage as required through the establishment of the permanent power for the RPT.

BUDGET IMPACT

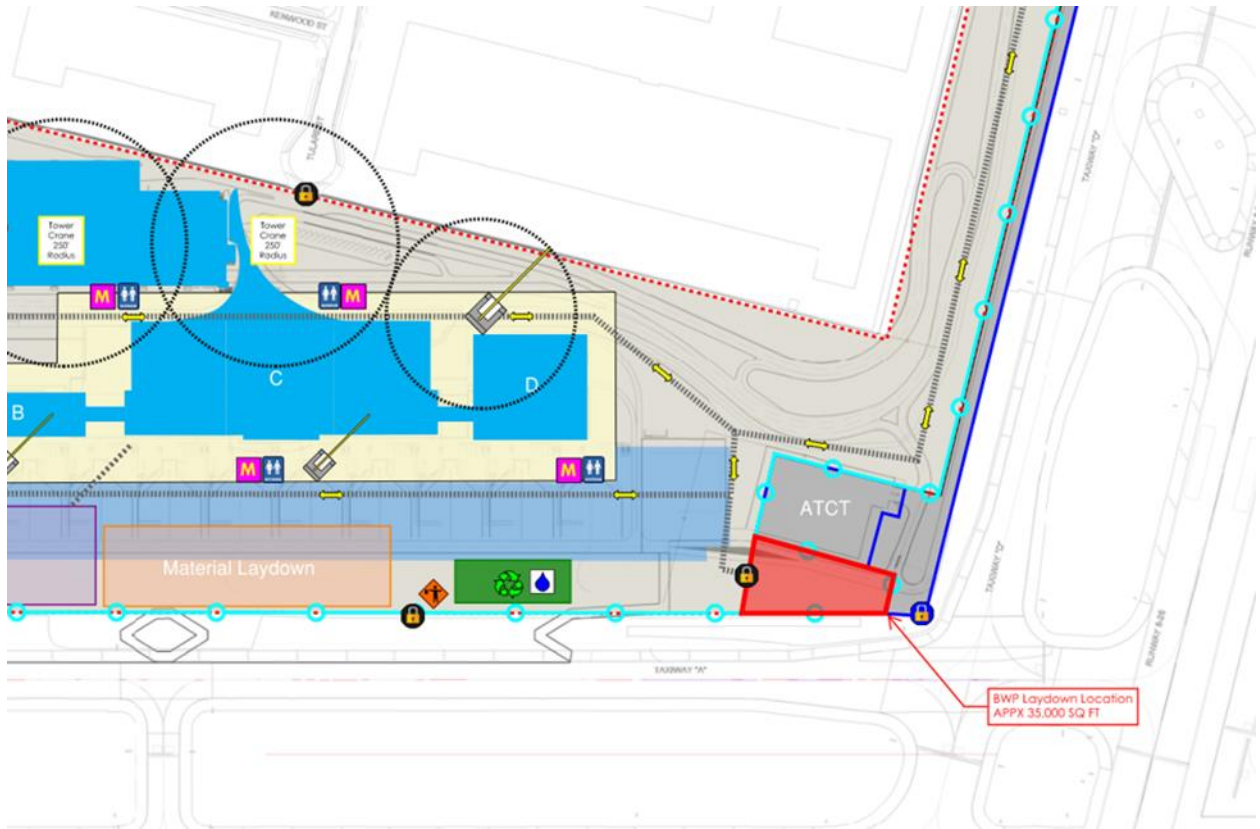
There will be no charge for this Agreement as this area and all BWP materials stored will be utilized for the benefit of the RPT Project. Therefore, this Agreement results in no financial impact to the Authority.

STAFF RECOMMENDATION

Staff seeks the recommendation of the Committee to the Commission to approve the proposed Agreement and authorize the President to execute the same.

Attachment A: Material Storage Location in Red

STAFF REPORT\EXECUTIVE\2-5-2025
BURBANK WATER AND POWER
MATERIAL LAYDOWN LICENSE AGREEMENT
FOR THE REPLACEMENT PASSENGER TERMINAL PROJECT
3068520.4



MATERIAL LAYDOWN LICENSE AGREEMENT

THIS MATERIAL LAYDOWN LICENSE AGREEMENT (“Agreement”) is dated _____, 2024 for reference purposes, and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Licensor”), a California joint powers agency, and the City of Burbank (“Licensee”), a California municipal corporation.

RECITALS

A. Licensor is the owner of the Hollywood Burbank Airport (“Airport”), the northeast quadrant of which includes the land described on the attached Exhibit A (“Material Laydown Location”).

B. Licensor is developing a Replacement Passenger Terminal and ancillary improvements (collectively, “RPT Project”) in the northeast quadrant of the Airport.

C. Licensor has paid for and Licensee has purchased electrical cables that Licensee, through its Burbank Water and Power (“BWP”), will use for the following purposes: (i) supplying temporary power for construction and initial operation of the RPT Project from an existing community substation; and (ii) supplying permanent power for the RPT Project from a new community substation that Licensee is constructing.

D. Licensor has agreed to give to Licensee, and Licensee has agreed to accept from Licensor, a temporary and limited contractual license to enter upon the Material Laydown Location free of charge for the temporary storage of BWP electrical cables and ancillary equipment and materials (“BWP Equipment”) that will serve the RPT Project and other developments in the area (“Permitted Activity”).

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Term. The License Term shall commence on _____, 2024 and shall expire on _____, 202_ unless earlier terminated by either party or unless extended on a month-to-month basis at the sole discretion of Licensor. Either party may terminate the License Term without cause upon 90 days’ prior written notice to the other party. Notwithstanding the preceding, if Licensor extends the License Term on a month-to-month basis, then either party may terminate the License Term on 90 days’ prior written notice to the other party. Licensee waives any and all rights to relocation benefits under applicable law upon the expiration or earlier termination of the License Term.

2. Condition of Property. Licensee represents that it has inspected the Material Laydown Location and accepts the Material Laydown Location in its current “AS IS” condition, without representation or warranty, express or implied, subject to all matters of record; provided, that to Licensee’s actual knowledge, there is no dangerous condition or hazardous material on the Material Laydown Location.

3. Use. Licensee may use the Material Laydown Location only for the Permitted Activity. Due to the nature of the Licensor’s facility, Licensor shall secure the Material Laydown Location. Licensor’s Builder’s Risk Insurance shall be responsible for any theft or damage to BWP

Equipment that Licensee stores at the Material Laydown Location. Any theft or damage to such BWP Equipment will delay the anticipated schedule for energization of either temporary power from the existing community substation, or permanent power from the new community substation, that will serve the RPT Project. Licensee shall comply with applicable laws and the Federal Requirements set forth in the attached Exhibit B. Licensee shall not release any hazardous materials or substances on the Airport. Licensee shall not do or permit to be done anything that may interfere with the effectiveness or accessibility of the mechanical, gas, electrical, heating, ventilating, air conditioning, plumbing or sewer systems, facilities or devices on or servicing the Airport. Licensee shall not use or permit the use of the Material Laydown Location or any other areas of the Airport in any manner that will: (i) tend to create or permit any waste or nuisance; (ii) unreasonably tend to disturb tenants, users, or occupants of the Airport; (iii) invalidate, cause the cancellation, of or conflict with any fire or other hazard insurance policies covering the Airport; or (iv) increase the premiums for any fire insurance policies covering the Material Laydown Location, the Airport, or any property located thereon.

4. Inspection. Licensors shall have the right to enter and inspect the Material Laydown Location at any time.

5. Aviation Rights. There is reserved to Licensors, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Material Laydown Location and the other areas of the Airport. This public right of flight shall include the right to cause within such airspace any noise inherent in the operation of any aircraft used for navigation or flight through such airspace or landing at, taking off from, or operating on the Airport.

6. Airport Rules and Regulations. Licensee shall comply with Licensors's July 1, 2023 Airport Rules and Regulations and any successor adopted by Licensors. Licensee acknowledges that the Airport Rules and Regulations are available on Licensors's webpage (hollywoodburbankairport.com), and Licensee may obtain a hard copy from Licensors upon request. Violations of the Airport Rules and Regulations by Licensee or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

7. Removal of Personal Property. Within 75 days after expiration or earlier termination of the License Term, Licensee shall remove all of personal property from the Material Laydown Location, and shall restore the Material Laydown Location to its pre-existing condition. If Licensee does not do so, then Licensors may do so, and may dispose of or retain such personal property without obligation or liability to Licensee.

8. Indemnity. Licensee shall indemnify, defend, and hold harmless Licensors and Licensors's officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including attorneys' fees and expenses) (collectively "Indemnified Claims") incurred in connection with the Permitted Activity, except to the extent that any such Indemnified Claims arise in connection with Licensors's actions or omissions. Licensee's obligations under this section shall survive the expiration or earlier termination of the License Term.

9. Subordination. This Agreement is subordinate to Licensors's federal obligations and to Licensors's grant assurances to the Federal Aviation Administration ("FAA"). In the event the

FAA or another federal agency should determine that a provision of this Agreement violates Licensor's federal obligations or grant assurances, Licensor and Licensee shall amend this Agreement, or Licensor may terminate this Agreement, as necessary for Licensor to remain in compliance with its federal obligations and grant assurances.

10. Miscellaneous. This Agreement does not convey to Licensee any right, title or interest in or to the Material Laydown Location or the Airport, but merely grants limited contractual rights and privileges. In no event shall this Agreement or any memorandum be recorded. This Agreement may not be assigned by Licensee, in whole or in part. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Furthermore, executed counterparts of this Agreement may be delivered by e-mail of pdf documents, and such electronic transmissions shall be valid and binding for all purposes when transmitted to and actually received by the other party.

12. Exhibits. Exhibits A and B 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 Exhibit B, the provisions of Exhibit B shall prevail.

13. 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.

14. Integration. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding Licensee's use of the Material Laydown Location. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to such subject matter. 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.

15. Representations and Warranties. Licensor and Licensee each represents and warrants that (a) it has the authority to enter into this Agreement, (b) the execution, delivery and performance by it shall not result in any default or breach of any agreement and (c) no other consent or approval is necessary for the execution, delivery and performance of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED:

Licensee:
City of Burbank

Licensor:
Burbank-Glendale-Pasadena Airport
Authority

By: _____
Signature

By: _____

Mandip Kaur Samra
Name (please print)

General Manager, BWP
Title

Approved as to Form
Office of the City Attorney

Print Name: _____

By: _____
Signature

Title: _____

Name (please print)

Title

EXHIBIT A
BWP Material Laydown Location

(attached)

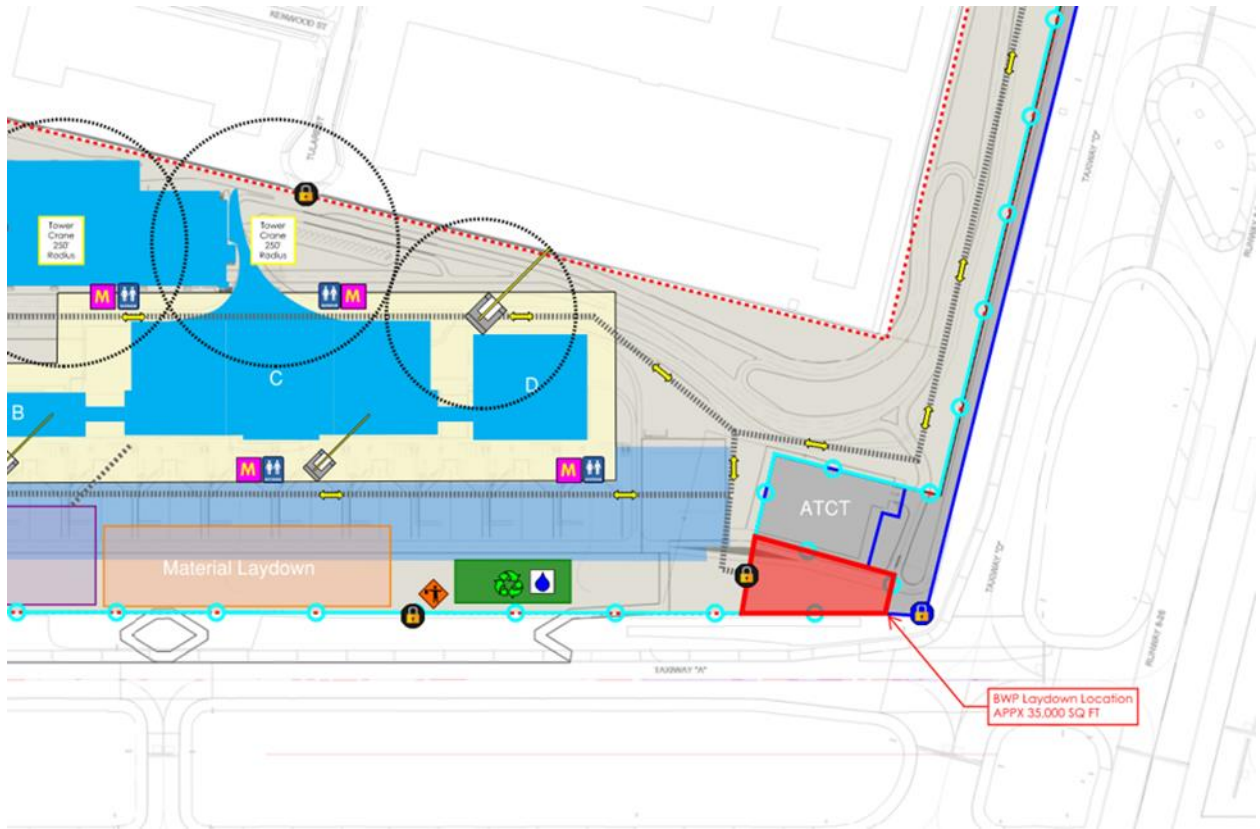


EXHIBIT B

Federal Requirements

For purposes of this Exhibit, references to “Contractor” shall be deemed to refer to Licensee.

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.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
FEBRUARY 5, 2025**

**AMENDMENT NO. 1 TO
FOURTH AMENDED AND RESTATED TBI AIRPORT MANAGEMENT CONTRACT**

Presented by Terence Boga
General Counsel

SUMMARY

This item seeks an Executive Committee (“Committee”) recommendation to the Commission for approval of a proposed Amendment No. 1 (“Amendment”), copy attached as Exhibit 1, to the Fourth Amended and Restated Airport Management Services Agreement (“Agreement”) with TBI Airport Management, Inc. (“TBI”). The Amendment updates the severance payment provision to address the Executive Director transition that occurred last month. Additionally, the Amendment clarifies duties and responsibilities regarding employment decisions related to Senior Staff personnel.

BACKGROUND

On April 6, 2020, the Commission approved the Agreement to amend, restate, and extend the prior airport management services contract with TBI. The Agreement includes a 12-months salary severance payment requirement that is specific to former Executive Director Frank Miller and to Executive Director John Hatanaka in his former position as Senior Deputy Executive Director. This provision would only be triggered if the Authority instructed TBI to remove them without just cause, or if the Authority were to terminate the Agreement without cause. The Agreement also designates certain TBI employees as “Senior Staff” and requires TBI to confer with the Authority on certain employment decisions (goal setting, performance reviews, compensation reviews, reassignment, and termination) related to them. The list of Senior Staff positions has changed over the years since TBI became the airport manager in December 2000. However, the contract provisions that involve the Authority in TBI’s employment decisions related to Senior Staff were not specifically written for TBI. Those provisions are carried over from a 1998 contract with a predecessor airport manager.

PROPOSED AMENDMENT

On December 9, 2024, the Commission appointed Mr. Hatanaka to serve as Executive Director starting January 17, 2025 upon Mr. Miller’s retirement. Based on that appointment, Authority counsel and TBI counsel have jointly prepared the Amendment to conform the Agreement’s severance payment provision to the Executive Director transition. Additionally, in recognition of changes in employment law over the past 27 years, the Amendment will clarify duties and responsibilities regarding employment decisions related to Senior Staff personnel. A redline showing the contract changes that will be made by the Amendment is attached as Exhibit 2.

As to the severance payment provision, the Amendment will revise Section 2.6 of the Agreement. The revisions will remove the references to Mr. Miller and update the references to Mr. Hatanaka to indicate that he is Executive Director. The revisions additionally will clarify that

willful improper performance of duties, or refusal to comply with a lawful instruction issued by TBI, also constitutes “just cause” that negates the severance payment requirement.

As to Senior Staff employment decisions, the Amendment will delete Section 2.2.1.2 and revise Sections 2.2.1.3 and 2.2.3 of the Agreement. The deletion will eliminate the requirement that the Authority be involved in TBI’s goal setting, performance reviews, and compensation reviews for Senior Staff personnel. The revisions will eliminate the requirement that TBI confer with the Authority prior to reassigning or terminating Senior Staff personnel. Instead, TBI will be required to notify the Authority at least 30 days before a reassignment and at least 14 days before a termination. In exigent circumstances, pre-termination notice will not be required and TBI will be able to provide notice to the Authority on the termination date. The revisions also will establish a requirement that TBI notify the Authority at least 30 days before a refusal to renew an employment agreement with a person whom the Authority has designated to be Executive Director. Finally, the revisions will remove language giving the Authority a right to pre-approve persons that TBI proposes to serve in a Senior Staff position. This change does not impact the requirement, in Section 2.1 of the Agreement, that the Authority pre-approve any person who TBI proposes to serve as Executive Director. Nor is there any impact to the Authority’s right to request that TBI reassign any staff personnel whom the Authority in good faith deems inappropriate.

BUDGET IMPACT

Approval of the proposed Amendment will not have a budget impact.

STAFF RECOMMENDATION

The General Counsel recommends that the Committee recommend to the Commission approval of the proposed Amendment and authorization for the President to execute the same.

Exhibit 1: Draft Amendment No. 1 to TBI Airport Management Services Agreement

Exhibit 2: Contact Changes Redline

CONTRACT CHANGES
TBI AIRPORT MANAGEMENT SERVICES CONTRACT

~~2.2.1.2 Performance and Compensation Reviews.~~

~~The Authority and Manager, through a committee consisting of the Executive Director or, if the Authority so elects in writing, three (3) Commissioners (one from each of the three constituent cities of the Authority) and not more than three (3) corporate representatives of Manager, shall establish jointly annual performance goals and shall conduct jointly annual performance and compensation (including salary, bonus and perquisites) reviews of the Senior Staff, which goals and reviews shall be in lieu of any other employee goals or performance or compensation reviews by Manager. Manager may supply to the Authority, on a confidential basis, any information concerning the Senior Staff, including personal information or historical or comparable salary, bonus and benefit information, that Manager believes should be considered in the establishment of goals or included in the annual reviews. Manager shall obtain from each employee designated as Senior Staff a written agreement consenting to the participation by the Authority in the establishment of employee goals and in the annual performance and compensation reviews as provided in this Agreement and the receipt by the Authority of confidential personnel information concerning such employee in connection therewith.~~

~~2.2.1.3 Reassignment, Removal or Termination Changes.~~

~~Manager shall not reassign, remove or terminate the employment of a member of the Senior Staff without first conferring with the Authority. In the event that the Authority disagrees with a proposed reassignment, removal or termination of employment of a member of the Senior Staff, the Authority shall have the right to offer employment directly to such Senior Staff member.~~

(a) Manager shall not reassign a member of the Senior Staff from the Airport without first providing thirty (30) days notice to the Authority. In the event that the Authority disagrees with a proposed reassignment, the Authority shall have the right to offer employment directly to such Senior Staff member.

(b) Manager shall not refuse to renew the employment of an Executive Director designated by the Authority without first providing thirty (30) days notice to the Authority. In the event that the Authority disagrees with a proposed refusal to renew employment, the Authority shall have the right to offer employment directly to such Executive Director.

(c) Manager shall not terminate the employment of a member of the Senior Staff without first providing fourteen (14) days notice to the Authority; provided, however, in exigent circumstances pre-termination notice shall not be required and Manager shall instead provide notice to the Authority on the termination date.

2.2.3 Employee Relations.

Except as provided in this Section 2.2, and except as otherwise provided in any agency agreement between Manager and Senior Staff, including agents performing the duties of Senior Staff, all matters pertaining to the hiring, employment, supervision, compensation, promotion and discharge of Staff Personnel are the responsibility of Manager, as the employer of the Staff Personnel. Manager shall be solely responsible for negotiating with any union lawfully entitled to represent Manager's personnel and may execute in its own name, and not as agent for the Authority, collective bargaining agreements or labor contracts resulting therefrom. Manager shall

comply with all applicable laws and regulations having to do with hiring, discharge, worker's compensation, payroll withholding for taxes and social security, unemployment insurance, hours of labor, wages, working conditions, employee benefits, affirmative action, and other employer-employee related subjects, including, without limitation, those that may apply because the Authority is a public entity. ~~The Authority shall have a prior right of approval of the persons proposed by Manager to be the Senior Staff and the Authority shall at all times have the right to request Manager to remove from service at the Airport any of the Staff Personnel whom the Authority, in good faith, deems inappropriate. Manager shall, promptly after receipt of such request, remove such Staff Personnel from service at the Airport unless Manager believes, in good faith, that the removal of such Staff Personnel would be contrary to law, in which event Manager shall promptly so advise the Authority and shall work with the Authority, in good faith, to resolve such issue. If such removal involves any Staff Personnel who was interviewed and approved by the Authority prior to being hired by Manager, and if the Authority's removal request is made within six (6) months after such hiring, and if the employment by Manager of such Staff Personnel terminates, whether voluntarily or involuntarily, as a result of the Authority's removal request, the Authority shall reimburse Manager for any reasonable actual out-of-pocket severance pay or other benefits paid by Manager to such terminated Staff Personnel.~~

~~2.6 Severance Payments for Designated Executive Director and Senior Deputy Executive Director Severance Payment.~~

~~2.6.1 Executive Director.~~

~~If Manager removes Frank Miller from service at the Airport pursuant to Section 2.2.3 in response to a request by the Authority without just cause, or if the Authority terminates this Agreement without cause pursuant to Section 6.3.1, then Manager shall provide Mr. Miller a lump-sum severance payment in the amount of twelve (12) months of his then-current base annual salary. If Manager removes Mr. Miller from service pursuant to Section 2.2.3, Manager shall deliver such severance payment to Mr. Miller within thirty (30) days of the effective date of the removal. In the event the Authority terminates this Agreement without cause pursuant to Section 6.3.1, then Manager shall deliver such severance payment to Mr. Miller no later than the effective date of the termination and concurrently with any other payment(s) then due. The Authority shall pay the severance payment amount to Manager as a reimburseable expense. The Authority and Manager expressly intend for Mr. Miller to be a third party beneficiary of this Section. No successor Executive Director shall be a third party beneficiary or shall be entitled to a severance payment under this Section.~~

~~2.6.21 Senior Deputy Executive Director Severance Payment.~~

~~If Manager removes John Hatanaka from service at the Airport pursuant to Section 2.2.3 in response to a request by the Authority without just cause, or if the Authority terminates this Agreement without cause pursuant to Section 6.3.1, then Manager shall provide Mr. Hatanaka a lump-sum severance payment in the amount of twelve (12) months of his then-current base annual salary. If Manager removes Mr. Hatanaka from service pursuant to Section 2.2.3, Manager shall deliver such severance payment to Mr. Hatanaka within thirty (30) days of the effective date of the removal. In the event the Authority terminates this Agreement without cause pursuant to Section 6.3.1, then Manager shall deliver such severance payment to Mr. Hatanaka no later than the effective date of the termination and concurrently with any other payment(s) then due. The Authority shall pay the severance payment amount to Manager as a reimburseable expense. The Authority and Manager expressly intend for Mr. Hatanaka to be a third party~~

beneficiary of this Section. No successor ~~Senior Deputy~~ Executive Director shall be a third party beneficiary or shall be entitled to a severance payment under this Section.

2.6.32 Just Cause Definition.

As used in this Section, the term "just cause" shall mean any of the following: conviction of a felony; conviction of a misdemeanor related to the Authority or the Airport; willful abandonment or improper performance of duties; ~~or~~ refusal to comply with a lawful instruction issued by a majority of the Commissioners of the Authority at a lawfully convened meeting; or refusal to comply with a lawful instruction issued by Manager.

2.6.43 Non-Exclusivity.

The severance payment provided for in this Section shall not be in lieu of any payments or benefits owed to ~~Mr. Miller or~~ Mr. Hatanaka by Manager pursuant to Manager's employment policies.

**AMENDMENT NO. 1 TO
FOURTH AMENDED AND RESTATED
AGREEMENT FOR AIRPORT MANAGEMENT SERVICES**
(Burbank-Glendale-Pasadena Airport Authority / TBI Airport Management)

This Amendment No. 1 (“First Amendment”) to the April 6, 2020 Fourth Amended and Restated Agreement for Airport Management Services (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and TBI Airport Management, Inc. (“Manager”), a Delaware corporation, is dated February 17, 2025 for reference purposes.

RECITALS

A. The parties executed the Agreement to provide for the Authority’s continued engagement of Manager as an expert in airport management and operation, and to provide for the Authority’s continued delegation to Manager of the day-to-day management and operation of the Hollywood Burbank Airport.

B. The parties desire to amend the Agreement to: (i) address a scheduled transition of the Executive Director designated by the Authority and employed by Manager; and (ii) clarify duties and responsibilities regarding Senior Staff personnel.

NOW, THEREFORE, the parties agree as follows:

1. Deletion of Section 2.2.1.2. Section 2.2.1.2 of the Agreement is deleted.

2. Amendment of Section 2.2.1.3. Section 2.2.1.3 of the Agreement is amended to read as follows:

“2.2.1.3 Changes.

(a) Manager shall not reassign a member of the Senior Staff from the Airport without first providing thirty (30) days notice to the Authority. In the event that the Authority disagrees with a proposed reassignment, the Authority shall have the right to offer employment directly to such Senior Staff member.

(b) Manager shall not refuse to renew the employment of an Executive Director designated by the Authority without first providing thirty (30) days notice to the Authority. In the event that the Authority disagrees with a proposed refusal to renew employment, the Authority shall have the right to offer employment directly to such Executive Director.

(c) Manager shall not terminate the employment of a member of the Senior Staff without first providing fourteen (14) days notice to the Authority; provided, however, in exigent circumstances pre-termination notice shall not be required and Manager shall instead provide notice to the Authority on the termination date.”

3. Amendment of Section 2.2.3. The fourth sentence of Section 2.2.3 of the Agreement is amended to read as follows:

“The Authority shall at all times have the right to request Manager to remove from service at the Airport any of the Staff Personnel whom the Authority, in good faith, deems inappropriate.”

4. Amendment of Section 2.6. Section 2.6 of the Agreement is amended to read as follows:

“2.6 Executive Director Severance Payment.

2.6.1 Severance Payment.

If Manager removes John T. Hatanaka from service at the Airport pursuant to Section 2.2.3 in response to a request by the Authority without just cause, or if the Authority terminates this Agreement without cause pursuant to Section 6.3.1, then Manager shall provide Mr. Hatanaka a lump-sum severance payment in the amount of twelve (12) months of his then-current base annual salary. If Manager removes Mr. Hatanaka from service pursuant to Section 2.2.3, Manager shall deliver such severance payment to Mr. Hatanaka within thirty (30) days of the effective date of the removal. In the event the Authority terminates this Agreement without cause pursuant to Section 6.3.1, then Manager shall deliver such severance payment to Mr. Hatanaka no later than the effective date of the termination and concurrently with any other payment(s) then due. The Authority shall pay the severance payment amount to Manager as a reimbursable expense. The Authority and Manager expressly intend for Mr. Hatanaka to be a third party beneficiary of this Section. No successor Executive Director shall be a third party beneficiary or shall be entitled to a severance payment under this Section.

2.6.2 Just Cause Definition.

As used in this Section, the term “just cause” shall mean any of the following: conviction of a felony; conviction of a misdemeanor related to the Authority or the Airport; willful abandonment or improper performance of duties; refusal to comply with a lawful instruction issued by a majority of the Commissioners of the Authority at a lawfully convened meeting; or refusal to comply with a lawful instruction issued by Manager.

2.6.3 Non-Exclusivity.

The severance payment provided for in this Section shall not be in lieu of any payments or benefits owed to Mr. Hatanaka by Manager pursuant to Manager’s employment policies.”

5. Effective Date. This First Amendment shall be effective upon execution.

6. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

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

TO EXECUTE THIS FIRST AMENDMENT, the parties have caused their duly authorized representatives to sign below.

TBI Airport Management, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

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.]

Approved as to form:

Natalie C. Anderson, General Counsel

Burbank-Glendale-Pasadena Airport Authority

Ara Najarian, President

Approved as to form:

Terence Boga, General Counsel

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
FEBRUARY 5, 2025**

COMMITTEE PENDING ITEMS

Future

1. Replacement Passenger Terminal Project - Construction Update - March
2. Additional Art Opportunities Program for RPT - March
3. Award of Concession Agreement, RPT DAS Wireless
4. Amendment to EIR - Condition 42 of the Development Agreement with the City of Burbank
5. Certification of EIR Negative Declaration for CRDC
6. Naming Rights Policy - Airport; Terminal; Conference Room
7. Disposition of Bas Relief - follow up Hope Family Foundation
8. Disposition of artifacts, artworks and models in current terminal