



May 1, 2025

CALL AND NOTICE OF A REGULAR MEETING OF THE  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE  
OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Legal, Government and Environmental Affairs Committee will be held Monday, May 5, 2025, at 8:30 a.m., in the Burbank Room 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: (701) 802-5334*  
*Access Code: 2451017#*

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

REGULAR MEETING  
OF THE  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE  
Burbank Room  
Monday, May 5, 2025  
8:30 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

Monday, May 5, 2025

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes
  - a. April 7, 2025 [See page 1]
  - b. April 21, 2025 [See page 3]
5. Items for Approval
  - a. Law Enforcement Cooperative Agreement  
City of Burbank [See page 5]  
  
***Staff seeks a Legal, Government and Environmental Affairs Committee recommendation to the Commission that it approve a revised Law Enforcement Cooperative Agreement with the City of Burbank as approved by the Burbank City Council on April 22, 2025. The Burbank Police Department ("BPD") and the Burbank-Glendale-Pasadena Airport Authority Police Department ("Airport Police") share law enforcement jurisdiction at the Airport. The purpose of this mutual aid agreement is to set forth guidelines and responsibilities of the parties as they support each other.***
6. Items for Information
  - a. Committee Pending Items [See page 6]
7. Adjournment

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

**MONDAY, APRIL 7, 2025**

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 8:43 a.m., by Commissioner Najarian.

**1. ROLL CALL**

**Present:** Commissioners Najarian and Gordo (arrived at 8:43 a.m.)

**Absent:** Commissioner Gabel-Luddy

**Also Present:** Staff: Kathy David, Senior Deputy Executive Director,  
Derrick Cheng, Assistant Manager, Business and  
Properties

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

**2. Approval of Agenda**

**Motion** Commissioner Gordo moved approval of the agenda;  
seconded by Commissioner Najarian.

**Motion Approved** The motion was unanimously approved (2–0, 1 absent).

**3. Public Comment**

There were no public comments.

**4. Approval of Minutes**

**a. March 17, 2025**

A draft copy of the Committee meeting minutes of March 17, 2025, was included in the agenda packet for review and approval.

**Motion** Commissioner Gordo moved approval of the minutes;  
seconded by Commissioner Najarian.

**Motion Approved** The minutes were unanimously approved (2–0, 1 absent).

**5. Items for Approval**

**a. Approval of Charging Station  
License Agreement – City of  
Burbank**

Staff sought a Legal, Government and Environmental Affairs Committee (“Committee”) recommendation to the Commission to approve the proposed Charging Station License Agreement (“Agreement”) with the City of Burbank (“City”) to replace an expired Right of Entry for Installation and Maintenance of Plug-in Electric Vehicle Charging Stations. The Agreement will give the City access to the Airport for maintenance of one vehicle DC



Fast Charge Station until the Authority closes the Short-Term Parking Structure for demolition, which is anticipated to be in October 2026.

Subject to the Committee's consideration, as the Burbank City Council has approved the proposed Agreement, this item was also placed on the Consent Calendar for the Commission's consideration at its meeting immediately following the Committee's meeting

**Motion**

Commissioner Gordo moved approval; seconded by Commissioner Najarian.

**Motion Approved**

The motion was approved (2-0, 1 absent).

**6. Items for Information**

**a. 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 to discuss, the meeting was adjourned at 8:49 a.m.

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

**MONDAY, APRIL 21, 2025**

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

**1. ROLL CALL**

<b>Present:</b>	Commissioners Gabel-Luddy and Najarian
<b>Absent:</b>	Commissioner Gordo
<b>Also Present:</b>	Staff: Aaron Galinis, Senior Airport Planner  Martin L. Adams, former General Manager and Chief Engineer of the Los Angeles Department of Water and Power  Authority Counsel: Terence Boga, Esq., Richards, Watson & Gershon

**2. Approval of Agenda**

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

There were no public comments.

**4. Approval of Minutes**

**a. April 7, 2025**

A draft copy of the Committee meeting minutes of April 7, 2025, was included in the agenda packet for review and approval.

<b>Motion</b>	Commissioner Gabel-Luddy abstained from the motion because she did not attend this meeting. Commissioner Najarian moved to carry over the Committee meeting minutes to the Committee's next meeting. Commissioner Gabel-Luddy seconded the motion.
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<b>Motion Approved</b>	The motion was approved (2–0, 1 absent).
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**5. Items for Discussion**

**a. Review of Power Supply Alternatives**

Staff sought a Legal, Government and Environmental Affairs Committee recommendation to the Commission to receive and file the power supply alternatives report,

prepared by consultant Martin L. Adams, to explore the current and future electrification demands for the Airport campus.

**Motion**

Commissioner Najarian moved approval; seconded by Commissioner Gabel-Luddy.

**Motion Approved**

The motion was approved (2–0, 1 absent).

**6. Items for Information**

**a. Committee Pending Items**

Due to time constraints, this item was not discussed.

**7. Adjournment**

There being no further business to discuss, the meeting was adjourned at 9:08 a.m.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE  
MAY 5, 2025**

**LAW ENFORCEMENT COOPERATIVE AGREEMENT  
CITY OF BURBANK**

Presented by Greg Rabinovitz  
Chief of Staff

**SUMMARY**

Staff seeks a Legal, Government and Environmental Affairs Committee recommendation to the Commission that it approve a revised Law Enforcement Cooperative Agreement ("Agreement") (copy attached) with the City of Burbank ("City") as approved by the Burbank City Council on April 22, 2025. The Burbank Police Department ("BPD") and the Burbank-Glendale-Pasadena Airport Authority Police Department ("Airport Police") share law enforcement jurisdiction at the Airport. The purpose of this mutual aid agreement is to set forth guidelines and responsibilities of the parties as they support each other.

**BACKGROUND**

The City and the Authority last entered into a Law Enforcement Cooperative Agreement on July 1, 2013. That contract does not include provisions for amendments or updates. The proposed Agreement is necessary to reflect technological advancements, specifically the transition by the City of Burbank to the Versaterm Computer Aided Dispatch ("CAD") and Records Management System. This will support the Airport Police's planned implementation of a Versaterm CAD system scheduled for presentation to the Commission for consideration in the near future.

**STAFF RECOMMENDATION**

Staff requests that the Committee recommend that the Commission approve the Agreement and authorize the Director of Public Safety/Chief of Police to execute it on the Authority's behalf.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE  
MAY 5, 2025  
COMMITTEE PENDING ITEMS**

**Future**

- |  |     |
|--|-----|
| 1. Approval of Minor Amendment to the EIR; DA Condition of Approval No. 42         | TBD |
| 2. LEEDS to Density Presentation (tentative) (City of Burbank - Golden State Plan) | TBD |



**BURBANK CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, APRIL 22, 2025  
5:00 p.m. – Closed Session  
6:00 p.m. – Open Session  
Council Chamber  
275 E. Olive Avenue, Second Floor**



This agenda contains a summary of each item of business which the City Council may discuss or act on at this meeting. The agenda packet consisting of the staff reports and all other documentation relating to each item on this agenda will be posted on the City's website at [www.burbankca.gov](http://www.burbankca.gov). Any writings or documents provided to the City Council regarding any item on this agenda subsequent to distribution of the agenda packet will be posted on the City's website at [www.burbankca.gov](http://www.burbankca.gov). If you have a question about any matter on the agenda, please call the Office of the City Clerk at (818) 238-5851. The Council Chamber is disabled accessible. Auxiliary aids and services are available for individuals with speech, vision, or hearing impairments (48-hour notice is required). Please contact the ADA Coordinator at (818) 238-5051 with questions or concerns.

- A. **Public Comment:** (On Closed Session items only) To Comment, please telephone into the meeting at (818) 238-3335, or to speak in person a **PINK** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.
- B. **Closed Session in City Hall First Floor Conference Room:**
  - 1. **Conference with Labor Negotiator**
    - a. Pursuant to Govt. Code §54957.6
    - b. Name of the City Negotiator: Betsy McClinton, Management Services Director
    - c. Name of Organizations Representing Employee: Burbank Fire Fighters, International Association of Fire Fighters, Local 778
- C. **Call to Order: 6:00 p.m.**
- D. **Moment of Reflection:**
- E. **Flag Salute:**
- F. **Roll Call:**
- G. **Announcements:** (The Mayor will make announcements on various topics in addition to any listed)
- H. **Council Presentations/Recognitions:** (The Mayor will make presentations to various groups/persons)
  - 1. Presentation of a Proclamation Declaring April 24, 2025, as "Armenian Genocide Remembrance Day" in the City of Burbank – City Council
  - 2. Presentation of a Proclamation Declaring April 13–19, 2025, as "National Public Safety Telecommunications Week" in the City of Burbank – City Council
  - 3. Presentation of a Proclamation Declaring May 4–10, 2025, as "National Correctional Officers Week" in the City of Burbank – City Council
  - 4. Presentation of a Proclamation Declaring May 11–17, 2025, as "National Police Week" in the City of Burbank – City Council

- I. **City Manager Report:** (Updates on Notable Events, if any)
- J. **Presentation:**
- K. **Reporting on Closed Session:** (The City Attorney will report the Closed Session items and report out actions taken)
- L. **General Public Comment:** (On any matter concerning City business and/or any agenda items.) To Comment, please telephone into the meeting at (818) 238-3335 or to speak in person, a **YELLOW** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.
- M. **Council, City Manager, and/or City Attorney Comment:** (Responses to General Public Comment, if any, shall be brief and in accordance with the Ralph M. Brown Act)
- N. **Consent Calendar:** (Items on the Consent Calendar are generally routine matters and should be adopted by one motion without an oral report)

1. City Council Minutes – City Clerk’s Office

Recommendation: Approve the City Council Minutes of the Joint Meeting of April 8, 2025, and the Dark Meeting of April 15, 2025.

2. Adoption of a Resolution Adopting a Mitigated Negative Declaration, a Mitigation Monitoring and Reporting Program, and Approval of the Aleppo Pine Tree Removal Project – Park, Recreation and Community Services Department

Recommendation: Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK ADOPTING A MITIGATED NEGATIVE DECLARATION, ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING THE ALEPPO PINE TREE REMOVAL AND REPLACEMENT PROJECT.

3. Adoption of a Resolution Approving the City’s Sewer System Management Plan Update and Certifying it is Consistent with Waste Discharge Requirements for Sanitary Sewer Systems – Public Works Department

Recommendation: Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE CITY’S SEWER SYSTEM MANAGEMENT PLAN (SSMP) UPDATE AND CERTIFYING IT IS MATERIALLY CONSISTENT WITH STATEWIDE WASTE DISCHARGE REQUIREMENTS (WDRs) – GENERAL ORDER FOR SANITARY SEWER SYSTEMS.

4. Approval for the City Manager or Designee to Submit a Non-Binding Bid in an Amount up to, but not to Exceed \$160,000, for the Purchase of a Library Outreach Vehicle (Bookmobile) – Library Services Department

Recommendation: Approve the City Manager or his designee to submit a non-binding bid in an amount up to, but not to exceed \$160,000, for the purchase of a library outreach vehicle (bookmobile).



5. Acceptance of a Donation of Adaptive Sports Equipment Valued up to \$90,000 from The Leadership Burbank Class of 2025 to Support the Adaptive Sports Program – Park, Recreation and Community Services Department

Recommendation: Accept the donation of new adaptive sports equipment valued up to \$90,000 from the Leadership Burbank Class of 2025 to support the Adaptive Sports Program.

6. Authorization to Execute the Law Enforcement Cooperative Agreement Between the Burbank Police Department and the Burbank-Glendale-Pasadena Airport Authority/Hollywood Burbank Airport Police Department – Police Department

Recommendation: Authorize the execution of the Law Enforcement Cooperative Agreement between the Burbank Police Department and the Burbank-Glendale-Pasadena Airport Authority/Hollywood Burbank Airport Police Department and authorize the Chief of Police, or their designee, to execute any documents and/or amendments to effectuate the agreement.

7. Approval of Letter of Support for the Petition of the Fernandeño Tataviam Band of Mission Indians Tribe to the U.S. Department of Interiors – Indian Affairs for Federal Acknowledgment – City Manager's Office

Recommendation: Forgo the customary second step report and approve a letter of support signed by all Council Members for the Petition of the Fernandeño Tataviam Band of Mission Indians Tribe to the U.S. Department of Interiors – Indian Affairs for Federal Acknowledgment.

- O. **Reports to Council:** (Items listed under this section will have an oral report provided)

8. Appointment to Fill a Vacancy on the Planning Commission for an Unexpired Term – City Clerk's Office

Recommendation: Appoint one member to the Planning Commission to fill an unexpired term ending July 31, 2027.

**Public Comment:** To speak in person, a **YELLOW** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.

**Council Action:**

9. Approval of a Configuration Change to the North Hollywood to Pasadena Bus Rapid Transit Corridor Project in Downtown Burbank on Olive Avenue between First Street and Glenoaks Boulevard – Community Development Department

Recommendation: Approve a configuration change to the North Hollywood to Pasadena Bus Rapid Transit Corridor Project in Downtown Burbank on Olive Avenue between First Street and Glenoaks Boulevard to expand the transit station at the San Fernando Boulevard and Olive Avenue Intersection while maintaining all existing travel lanes.

**Public Comment:** To speak in person, a **YELLOW** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.

**Council Action:**



- P. **Council Comments:** (Including reporting on Council committee assignments, attendance at conferences, regional meetings, and community events)
- Q. **Introduction of Additional Agenda Items:** (Council Members may request future agenda items)
- R. **Adjournment:** To Tuesday, May 6, 2025, for a Joint Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

## STAFF REPORT



### POLICE DEPARTMENT

**DATE:** April 22, 2025

**TO:** Justin Hess, City Manager

**FROM:** Rafael Quintero, Chief of Police *R. Quintero*  
BY: Viviana Garzon, Police Administrator  
Nazeli Ekimyan, Administrative Analyst II

**SUBJECT:** Authorization to Execute the Law Enforcement Cooperative Agreement Between the Burbank Police Department and the Burbank-Glendale-Pasadena Airport Authority/Hollywood Burbank Airport Police Department

### RECOMMENDATION

Authorize the execution of the Law Enforcement Cooperative Agreement between the Burbank Police Department and the Burbank-Glendale-Pasadena Airport Authority/Hollywood Burbank Airport Police Department and authorize the Chief of Police, or their designee, to execute any documents and/or amendments to effectuate the agreement.

### BACKGROUND

A significant portion of the Hollywood Burbank Airport (Airport), including the terminal and major parking facilities, is located within the City of Burbank. The Burbank Police Department (Department) and the Burbank-Glendale-Pasadena Airport Authority/Hollywood Burbank Airport Police Department (Airport Police) share law enforcement jurisdiction at the Airport. A cooperative agreement, approved by the City Council on July 1, 2013, defines the roles and responsibilities of each agency. Both agencies acknowledge that they possess distinct capabilities, expertise, and resources that, when combined, enhance public safety and operational efficiency at the Airport. While the existing agreement has successfully guided interagency collaboration, it does not include provisions for amendments or updates. Considering technological advancements, specifically the transition to the Versaterm Computer Aided Dispatch and Records Management System, and the Airport's official name change, a new Cooperative Agreement is now necessary.

## **DISCUSSION**

Airport Police currently utilize the Department's Records Management System pursuant to the 2013 Cooperative Agreement. In 2024, the Department transitioned from the Tiburon system to the Versaterm Computer Aided Dispatch and Records Management System. To ensure Airport Police have full access and remain in compliance with licensing requirements for Versaterm, the 2013 agreement must be updated to reflect this change. Additionally, the agreement requires modifications to reflect the Airport's official name change from Bob Hope Airport to Hollywood Burbank Airport.

## **ENVIRONMENTAL REVIEW**

Approval of the execution of a cooperative agreement between the Department and the Airport Police does not have the potential to result in either a direct physical change to the environment, or a reasonably foreseeable indirect physical change to the environment, and as such, is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

## **FISCAL IMPACT**

There is no fiscal impact to the City associated with this report. Any costs incurred under this agreement, including those related to licensing and equipment implementation, will be the responsibility of the Airport Police.

## **CONCLUSION**

The current cooperative agreement establishes the guidelines and delineates the responsibilities of both the Department and the Airport Police, recognizing their shared law enforcement jurisdiction at the Airport. This longstanding partnership ensures coordinated operations, effective communication, and mutual support in maintaining public safety within the Airport and surrounding communities.

## **ATTACHMENT**

Attachment 1 – Agreement

## LAW ENFORCEMENT COOPERATIVE AGREEMENT

This Law Enforcement Cooperative Agreement ("Agreement") is entered into this 23<sup>rd</sup> day of April 2025, between the City of Burbank ("City") and the Burbank-Glendale-Pasadena Airport Authority ("Authority"). The City and the Authority are herein referred to, individually, as a "Party", and collectively, as the "Parties"

### I. DECLARATIONS

A. The Parties hereto recognize and acknowledge that a large portion of the Hollywood Burbank Airport ("Airport"), including the terminal and all major parking lots, is located within the City of Burbank. The Burbank Police Department ("BPD") and the Burbank-Glendale-Pasadena Airport Authority Police Department ("Airport Police") share law enforcement jurisdiction at the Airport. The purpose of this Agreement is to set forth guidelines and responsibilities of the parties. Both agencies recognize that each entity possesses unique qualities, skills, and resources that may be valuable to the other, and hereby agree to support the other as set forth herein.

B. The Parties entered into a Law Enforcement Cooperative Agreement ("Original Agreement") on July 1, 2013. The terms of that agreement did not detail the right to amend or extend the agreement. As such, both parties wish to enter into this Agreement detailing the obligations of each party.

C. BPD and the Airport Police have the independent authority to enter into this Agreement. The Authorized Representatives of each Party shall be as follows:

Burbank Police Department: Chief of Police, or their designee

Airport Authority: Chief of Police, or their designee

### II. FIELD OPERATIONS

#### A. CRIMINAL INCIDENTS

1. The Airport Police shall have the initial responsibility for response and investigation of all criminal or potentially criminal incidents originating on Airport property.
2. The Airport Police shall have primary responsibility for all




violations of federal law pertaining to the Airport, aircraft, or aviation that occur on the Airport. The Airport Police shall notify the proper federal agency and/or such local authorities (including the BPD) as required and as indicated by the type of crime, and shall relinquish control to the BPD, or other appropriate agency, pursuant to state and/or federal law and/or jurisdictional responsibility.

3. The BPD shall have primary responsibility for all incidents (including criminal, traffic and aviation) occurring off Airport property within the City of Burbank.
4. The BPD may assist the Airport Police in any initial response to criminal incidents occurring on Airport property, with the concurrence of each agency. Assistance may include the preparation of reports and follow-up investigation.
5. In the event of a violent felony (e.g., homicide, rape, etc.) occurring on Airport property, responsibility for the investigation will be assumed by the BPD.
6. The BPD shall be the custodian of records for all Airport Police generated records pertaining to Airport Police criminal cases and vehicle impounds. Airport Police arrest reports, vehicle impound reports, or reports in which property has been booked into evidence shall be submitted to the BPD Watch Commander for review and approval. The Airport Police will remain at the BPD station until the report is approved. The BPD will make all reasonable efforts to expedite the report approval process. Airport Police supervisor approved reports which do not involve arrests, vehicle impounds or booked property, may be submitted directly to the BPD Records Bureau for filing.
7. The BPD has the final authority to approve criminal bookings, vehicle impounds, and police reports based on BPD policies and state law.
8. The Airport Police may transfer command, control, and radio communications of an Airport Police vehicle pursuit from the Airport Watch Commander to the BPD Watch Commander. Upon

such transfer, BPD Communications Center personnel will handle radio communications, coordination with BPD field/air units and other allied law enforcement agencies. The management of the pursuit will be in accordance with BPD policy.

## B. TRAFFIC AND PARKING CONTROL

1. The Airport Police shall have the primary responsibility for traffic control and the enforcement of state and local traffic laws on Airport property, including the issuance of citations for parking and moving violations.
2. The Airport Police shall have primary responsibility for reporting/investigating traffic accidents on Airport property.
3. The BPD shall assist in the response, preparation of initial reports, and follow-up investigation of traffic accidents when requested by the Airport Police, and with the concurrence of each agency.
4. In the event of a traffic accident occurring on Airport property involving serious injuries, the primary responsibility for investigation and reporting may be relinquished by the Airport Police to the BPD, with the concurrence of each agency.
5. The BPD shall have primary investigation and reporting responsibility in the event of a fatal traffic accident occurring on Airport property.
6. The BPD will make traffic collision reports available to involved parties pursuant to the provisions of the California Vehicle Code and/or other applicable law.
7. The BPD will conduct hearings on behalf of the Airport Police upon request of a person(s) entitled to a post-storage (vehicle impound) hearing. The Airport Police will provide the BPD with all relevant information to conduct the hearing. If a vehicle impound is determined to be unlawful by the hearing officer, the Airport Police shall bear the financial responsibility to reimburse the vehicle owner for any fees incurred.

- 
8. The BPD will issue vehicle impound release authorization documents to vehicle owners or their agents. The BPD will collect and keep any administrative fee authorized by the Vehicle Code and approved as part of a generally applicable fee schedule (i.e., not limited to Airport property) by the Burbank City Council for the impound release.
  9. The BPD will be responsible for processing contested parking citations issued by the Airport Police. Upon request of the BPD, the

Airport Police will submit a declaration of the facts supporting the violation and/or any other necessary documentation/evidence.

1. The BPD shall draft and distribute citation correction letters on behalf of the Airport Police.
2. The BPD will provide Airport Police with parking citation books. The Airport Police will print the word "AIRPORT" in bold capital letters on the header of each citation issued.

#### C. AVIATION INCIDENTS

1. The Airport Police shall have primary responsibility for all aviation incidents on Airport property.
2. The BPD shall have primary responsibility for all aviation incidents occurring off Airport property within the City of Burbank.
3. The Airport Police shall assist in the response, action to control, preparation of initial reports, and follow-up investigation of aviation incidents occurring off Airport property within the City of Burbank, when requested by the BPD.
4. Primary responsibility for any aviation incident off Airport property within the City of Burbank may be relinquished to the Airport Police, with the concurrence of each agency.

#### D. COMMUNICATIONS

1. The BPD authorizes the Airport Police to use BPD Dispatch, "Tac
- 



3" and "Tac 4", and Traffic Channel. The use is limited to emergency transmissions and other transmissions necessary to ensure that law enforcement activities are effectively coordinated.

2. The Airport Police authorizes the BPD to use Airport Channels 1 and 3. The use is limited to emergency transmissions and other transmissions necessary to ensure that law enforcement activities are effectively coordinated.
3. The BPD has assigned unit designations 300 through 399 to the Airport Police. The Airport Police shall provide the BPD with a current roster of officers assigned to the unit numbers, and shall continually update the roster whenever changes are made.

#### E. INVESTIGATIONS

1. Unless otherwise determined by the BPD Chief, the BPD will provide investigative follow-up as needed for arrests made by Airport Police.
2. The BPD will provide investigative support for criminal prosecutions throughout the judicial process.
3. An Airport Police representative is encouraged to attend the weekly BPD Crime Control Meetings.
4. The Airport Police will store evidence at the BPD Department. The Airport Police will follow all BPD procedures and policies in handling, packaging, and documentation of evidence.
5. The BPD will process evidence submitted by the Airport Police for laboratory testing as may be appropriate. The Airport Police will assume the financial responsibility associated with the testing.
6. The BPD has the authority to dispose of BPD-held Airport Police evidence in accordance with BPD policy and procedures.

#### F. MEDIA RELATIONS

1. Except as requested by the Airport Police Chief or the designee thereof, the Airport Police will provide a Public Information Officer (PIO) to address Airport specific media inquiries for incidents within primary jurisdiction.



2. The BPD PIO or the designee thereof may release the following information to the media on persons arrested by the Airport Police:
  - a) Name
  - b) Age
  - c) Booking Charge, Date and Time
  - d) Brief circumstances of the arrest
  - e) Arrest Location
  - f) Bail Amount
  - g) Arraignment Date, Time and Location
3. The Airport Police may request the services of the BPD PIO for unusual occurrences with the approval of the BPD Watch Commander.
4. During after-hours, the Airport Police shall promptly notify the BPD PIO and the Watch Commander of the arrest of an individual that is likely to draw media interest (i.e., dignitaries, celebrities, government employees, elected officials, etc.).

### III. SUPPORT AND ADMINISTRATIVE SERVICES

#### A. PERSONNEL COMPLAINTS

1. Each agency will be responsible for investigating possible and/or alleged misconduct by its own personnel.
2. Each agency will make witness employees available, through Administrative Liaisons, to internal investigators from the other agency.
3. Each agency will follow the requirements provided within the Peace Officers' Procedural Bill of Rights.
4. Received personnel complaints, involving personnel from the other agency, shall be promptly forwarded to that agency.
5. At the request of the Airport Police Chief, the BPD Chief may assume responsibility for an Airport Police internal affairs investigation, or criminal investigation involving a sworn or civilian airport employee, based on the severity or complexity of the case.

## B. IN-SERVICE TRAINING

1. The BPD shall provide Airport Police officers with the opportunity to attend POST approved and other appropriate in- service training conducted or hosted by the BPD.
2. Upon the approval of the Airport Police and availability of such areas, access to pre-designated areas of the Airport may be provided for BPD training (motorcycle, SWAT, emergency vehicle operations, etc.).
3. To the extent feasible, the Airport Police shall provide BPD officers with the opportunity to attend training sponsored or hosted by the Airport Police (i.e., terrorism, hijacking, aircraft crash, etc.).

## C. RANGE FACILITIES

1. The BPD shall provide range facilities and training for Airport Police officers in compliance with state requirements and BPD Directives.
2. The Airport Police shall schedule range times for its officers during regular operating hours and/or at a mutually agreed upon time.
3. The Airport Police shall provide the necessary supplies, equipment, repairs, and maintenance of its weapons to comply with BPD Rangemaster requirements.
4. Airport Police officers shall comply with BPD policies and procedures concerning the use of the range and proficiency requirements.
5. All weapons of the Airport Police used at the BPD range shall be subject to inspection by the BPD Rangemaster. The BPD Rangemaster has final authority in the use of any weapon at the BPD range.

#### D. SUBPOENAS AND RECORDS

1. Airport Police citations scheduled for court trial shall be routed through the BPD Subpoena Office. The BPD shall forward the subpoenas to the Airport Police.
2. In cooperation with Airport Police, the BPD will process Public Records Act requests and discovery requests for Airport Police documents in the possession of the BPD.
3. The BPD shall maintain reports received from the Airport Police. Reports will be purged according to law and/or the City Council approved Records Retention Schedule. BPD report numbers (DR#) will only be provided upon receipt of the report. Report numbers will not be issued by telephone, computer, or the radio.
4. Upon an official request by the BPD for a legitimate law enforcement purpose, the Airport Police will provide Automated License Plate Reader (ALPR) data (i.e., the data relate to a specific criminal investigation or department-related civil or administrative action).
5. The BPD will provide the Airport Police remote access to any currently utilized Records Management System and Computer Aided Dispatch ("System"), including, but not limited to, Versaterm. Airport Police access to the System will be restricted to parameters set forth by BPD, in BPD's sole discretion, after consulting with Airport Police. Access to the System is restricted to official law enforcement purposes. Unauthorized dissemination of confidential information is prohibited. The BPD reserves the right to revoke access by individuals who violate these terms.
6. Effective upon execution of this Agreement, or as soon as feasible, the Airport Police will enter all crime reports intended to be filed with BPD into the currently utilized BPD Records Management System.
7. The BPD will provide the Airport Police on-going training for crime report data entry into the BPD Records Management System.



## E. JAIL FACILITIES

1. Airport Police may book and detain arrestees into the BPD Jail Facilities ("Burbank Jail"). The BPD, however, after a reasonable assessment may refuse to accept any prisoner brought to the Burbank Jail by the Airport Police. In determining suitability for booking and/or detention in the Burbank Jail, Airport Police arrestees shall be subject to the same BPD standards and guidelines applicable to all other arrestees. If BPD determines that a prisoner needs medical approval for booking, it shall be the responsibility of the Airport Police to obtain medical approval at the Authority's cost. If, after being booked in the Burbank Jail, BPD determines that a prisoner brought in by the Airport Police should be removed to another jail facility, it shall be the responsibility of Airport Police to provide such removal and transportation as soon as possible upon notification by BPD.
2. The BPD makes no assumption or ratification of, or finding regarding the legal validity of an arrest by accepting custody of Airport Police arrestees. The Authority shall defend, indemnify, and hold BPD and City harmless for all claims and/or liability arising out of detention of Airport Police arrestees in the Burbank Jail, including but not limited to claims for false arrest, false imprisonment, failure to provide medical care or attention, assault, battery, wrongful death, civil rights violations, and any other claims of any nature arising of BPD's acceptance of Airport Police custodies. This defense, indemnity, and hold harmless obligation shall not apply in the event a claim and/or liability is determined by a court of competent jurisdiction to have occurred as a direct result of intentionally tortious, reckless, or criminal acts by BPD or City employees.

## F. REVENUE

1. In consideration for the support, training, and administrative services provided to the Airport Police by the BPD, as set forth herein, the City shall receive fines and forfeitures derived from, or related to state and municipal law criminal offenses occurring on Airport property. Such fines and forfeitures shall not include fines

and forfeitures arising from violation of federal law offenses or from violation of Authority rules and regulations. Such fines and forfeitures shall be transmitted to the BPD on a bi-monthly basis per calendar year.

#### G. GRANTS

1. The Airport Police and BPD agree to explore joint grant opportunities to enhance public safety in or around the Airport.

#### IV. INDEMNITY

- A. Each party requesting services hereunder from the other agrees to indemnify, hold harmless, release and defend the party providing the services, its City Council, Commission, officers, employees, and representatives from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of; or are claimed to result from, or to arise out of services provided under this Agreement, except to the extent such liability, loss, suits, claims, damages, costs, judgments and expenses result from the reckless conduct or willful misconduct of the employees of the party providing the services.
- B. Except as otherwise provided herein, each party assumes full and sole responsibility for all risks of injury or damages arising from its actions hereunder, including the operation of vehicles, and each shall be solely responsible for all claims, liability, loss, suits, damages, costs and expenses, attorney's fees, litigation costs, and personal injuries resulting directly or indirectly from, or arising out of, its own performance of the terms of this Agreement, except where the negligent performance of the terms of this Agreement by one of the parties results in costs or liability to the other party. The party whose negligent action or inaction causes the costs or liability shall indemnify, defend, hold harmless, and release the other party from any liability therefore including any portion of the damages which may be assessed against the parties.

#### V. TERMINATION

This Agreement may be terminated by either party hereto upon thirty days written

notice to the other party. Any notice so given shall be effective upon the date of personal delivery or, in the case of mailing, on the date of mailing.

#### VI. EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective upon the approval of this Agreement by the governing bodies of the respective parties hereto. This Agreement supersedes all prior oral or written negotiations, representations or contracts regarding this subject matter including the July 1, 2013, Law Enforcement Cooperative Agreement executed by the parties.

#### VII. AMENDMENT; MODIFICATION

This Agreement may only be amended or otherwise modified upon written mutual agreement of each of the Authorized Representatives of the Parties and is subject to existing approved funds within each Party's budget.

CITY OF BURBANK, a municipal corporation

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

Rafael Quintero, Chief of Police

Dated: \_\_\_\_\_

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a joint powers agency

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

Ed Skvarna, Director of Public Safety/Chief of Police

Dated: \_\_\_\_\_