



February 16, 2023

CANCELLATION NOTICE OF A REGULAR MEETING AND
CALL AND NOTICE OF A SPECIAL MEETING OF THE
FINANCE AND ADMINISTRATION COMMITTEE
OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

The Airport Authority administrative offices will be closed on Monday, February 20, 2023, in observance of President's Day. Therefore, the regular meeting of the Finance and Administration Committee scheduled for Monday, February 20, 2023, at 9:30 a.m., or immediately following the Commission meeting, in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505, has been cancelled.

NOTICE is hereby given that a special meeting of the Finance and Administration Committee will be held Tuesday, February 21, 2023, at 9:30 a.m., or immediately following the Commission meeting, 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

SPECIAL MEETING
OF THE
FINANCE AND ADMINISTRATION COMMITTEE

Airport Skyroom
Tuesday, February 21, 2023
9:30 a.m., or immediately Following
the Conclusion of the
Commission Meeting

As a result of the convening of this meeting of the Finance and Administration Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.

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.

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

- *Turn off cellular telephones and pagers.*
- *Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.*
- *If you desire to address the 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.*

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The following activities are prohibited:

- *Allocation of speaker time to another person.*
- *Video presentations requiring use of Authority equipment.*

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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.

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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

Tuesday, February 21, 2023

1. Roll Call
2. Staff Announcement: AB 23
3. Approval of Agenda
4. Public Comment
5. Approval of Minutes
 - a. February 6, 2023 [See page 1]
6. Items for Approval
 - a. Fourth Amendment to the Wireless Communications License Agreement Between Burbank-Glendale-Pasadena Airport Authority and AWH Burbank Hotel, LLC dba Los Angeles Marriott Burbank Airport [See page 3]

A staff report is attached. Staff seeks a Finance and Administration Committee recommendation to the Commission for approval of the proposed Fourth Amendment to the Wireless Communications License Agreement (“Agreement”) with AWH Burbank Hotel, LLC dba Los Angeles Marriott Burbank Airport (“Marriott”) to extend the term of the Agreement for the placement of radio equipment on the roof of the Marriott which supports the Interagency Communication Interoperability system for the Burbank-Glendale-Pasadena Airport Authority.
7. Items for Discussion
 - a. CTI Quarterly Investment Review
(October 1, 2022 – December 31, 2022)

CTI will provide an update to the Committee on the status of the Authority’s Operating and Passenger Facility Charge Investment Portfolios for the quarter ended December 31, 2022. A copy of this quarterly investment review is included in the agenda packet.
 - b. FY 2024 Budget Development Calendar

No staff report attached. Staff will present a proposed schedule for the development of the FY 2024 budget.

8. Items for Information

a. Replacement Passenger Terminal Interim Financing Update

No staff report attached. This item has been placed as a standing Item on the agenda to allow the Committee to discuss RPT Financing.

b. Committee Pending Items

[See page 8]

9. Adjournment

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

MONDAY, FEBRUARY 6, 2023

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 11:38 a.m., by Commissioner Ovrom.

1. ROLL CALL

Present: Commissioners Ovrom, Wilson and Quintero

Absent: NONE

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

Also present:
Mr. David Bullock, Partner, Macias Gini & O'Connell
Mr. Louis Choi, Public Resources Advisory Group
(via Zoom conference)

2. Staff Announcement: AB 23

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

3. Approval of Agenda

Agenda was approved as presented.

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. January 17, 2023

A draft copy of minutes of the special meeting of January 17, 2023, were included in the agenda packet for review and approval.

Motion

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

Motion Approved

The minutes were approved as presented (3–0).

Staff requested that Item No. 7.a. be taken out of order to accommodate the schedule of the presenter from Macias Gini & O'Connell LLP, Mr. David Bullock. Commissioner Ovrom concurred.

7. Items for Discussion

a. Presentation of Fiscal Year 2022 Financial Statements and Summary of Audit Results

Staff presented to the Committee an overview of each audit report and financial results for the fiscal year ended June 30, 2022.

Mr. Bullock, Partner at Macias Gini & O'Connell LLP ("MGO"), provided the Committee with a summary of MGO's audit and unmodified opinion of the Authority's financial statements for FY 2022.

Motion

Commissioner Wilson moved approval to note and file; seconded by Commissioner Quintero.

Motion Approved

The motion was unanimously approved (3–0).

6. Items for Approval

a. Month-to-Month Space Lease Certified Aviation Services, LLC

Staff presented to the Committee for recommendation to the Commission for approval a proposed Month-to-Month Space Lease with Certified Aviation Services, LLC ("Lease") for the purpose of providing support space for aircraft and ground equipment maintenance services, commonly known as "aircraft line maintenance."

Subject to Commission approval, the proposed Lease would become effective February 21, 2023.

Motion

Commissioner Wilson moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was unanimously approved (3–0).

8. Items for Information

a. Replacement Passenger Terminal Financing Update – Results of RFP – Letter of Credit

Mr. Louis Choi of Public Resources Advisory Group briefed the Committee (via Zoom conference) on the Authority's status of financing activities for the Replacement Passenger Terminal.

b. Committee Pending Items

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

9. Adjournment

There being no further business to discuss, the meeting was adjourned at 12:00 p.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FINANCE AND ADMINISTRATION COMMITTEE
FEBRUARY 21, 2023**

**FOURTH AMENDMENT TO THE WIRELESS COMMUNICATIONS
LICENSE AGREEMENT BETWEEN
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AND
AWH BURBANK HOTEL, LLC DBA LOS ANGELES MARRIOTT BURBANK AIRPORT**

Presented by Scott Kimball
Deputy Executive Director, Operations, Business, & SMS

SUMMARY

Staff seeks a Finance and Administration Committee (“Committee”) recommendation to the Commission for approval of the proposed Fourth Amendment to the Wireless Communications License Agreement (“Agreement”) with AWH Burbank Hotel, LLC dba Los Angeles Marriott Burbank Airport (“Marriott”) to extend the term of the Agreement for the placement of radio equipment on the roof of the Marriott which supports the Interagency Communication Interoperability system for the Burbank-Glendale-Pasadena Airport Authority (“Authority”).

BACKGROUND

In 2005, the Authority approved the replacement of its existing non-proprietary wideband analog VHF radio system with an ultra-high frequency (“UHF”) digital radio system which allows the Authority’s Public Safety personnel to communicate with other governmental agencies as provided under the National Incident Management System.

The UHF digital radio system which operates within a radius of five miles from the Airport requires a control station which contains infrastructure equipment such as radio dispatch control stations, repeaters, antennas and related equipment. The control stations allow the radio consoles to communicate, monitor and patch through to other agency public safety radio personnel and systems.

In July 2007, the Authority approved an Agreement with Marriott for the placement of a repeater, antennas and cables on the roof and in an indoor radio equipment room at the Marriott at a cost of \$500.00 per month (this monthly rate was increased to \$600.00 per month per the Third Amendment).

The Agreement has been amended and extended several times through the years and is currently set to expire on March 31, 2023.

The proposed Amendment will extend the term of the Agreement for one (1) additional year and shall automatically be further extended for one-year periods unless either party gives

the other party a ninety (90) days' prior written notice to terminate. The monthly License Fee shall remain the same during all one-year extensions at \$600.00 per month.

DETAILS

The key components of the proposed Fourth Amendment between Marriott and the Authority are summarized as follows:

<u>Licensed Area:</u>	Marriott rooftop and indoor radio equipment room
<u>Term:</u>	April 1, 2023 to March 31, 2024
<u>Renewal Option:</u>	Automatically extends for one (1) year periods unless either party gives the other party a 90 days' prior written notice to terminate
<u>Termination:</u>	90 days' prior written notice by either party
<u>License Fee:</u>	\$600 per month or \$7,200 annually
<u>Equipment:</u>	Four (4) base antennas (roof), one (1) microwave antenna (roof), and one (1) communication rack (indoors) to house microwave support electronics, repeater/base station, and UPS battery backup with tie-in to Marriott's emergency power source
<u>Maintenance:</u>	Authority is responsible for operating and maintaining the Airport Radio Equipment
<u>Ownership:</u>	Airport Radio Equipment remains the sole property of the Authority
<u>Taxes:</u>	Authority responsible for all applicable taxes, if any
<u>Utilities:</u>	Authority responsible for all utilities used to operate Airport Radio Equipment

IMPACT ON REVENUE

The Authority's annual base fee for the proposed Fourth Amendment is \$7,200 per year.

STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission that it approve the Fourth Amendment to the Wireless Communications License Agreement with AWH Burbank Hotel, LLC for the licensed area at the Los Angeles Marriott Burbank Airport Hotel & Convention Center and authorize the President to execute same.

FOURTH AMENDMENT TO WIRELESS COMMUNICATIONS LICENSE AGREEMENT

This FOURTH AMENDMENT TO WIRELESS COMMUNICATIONS LICENSE AGREEMENT (the "Amendment") is dated as of _____, 2023 (the "Effective Date") and is entered into by and between AWH Burbank Hotel, LLC, a Delaware limited liability company (as successor-in-interest to PHF II Burbank LLC) ("Licensor"), and Burbank-Glendale-Pasadena Airport Authority, a public entity formed under a joint exercise of powers agreement among the cities of Burbank, Glendale and Pasadena, California, pursuant to the California Joint Exercise of Powers Act ("Licensee"), and together with Licensor, collectively, the "Parties").

RECITALS

Licensor and Licensee (or their predecessors-in-interest) entered into that certain Wireless Communications License Agreement dated August 6, 2007 (the "Original License Agreement") whereby Licensor granted to Licensee a non-exclusive, revocable license to install, maintain and operate certain radio equipment in the Licensed Area (as defined in the Original License Agreement) at the property located at 2500 North Hollywood Way, Burbank, California 91505, currently known as the Burbank Airport Marriott Hotel & Convention Center, which Original License Agreement was amended by that certain First Amendment to Wireless Communications License Agreement dated as of September 11, 2017, that certain Second Amendment to Wireless Communications License Agreement dated as of December 29, 2017, and that certain Third Amendment to Wireless Communications License Agreement dated as of April 7, 2018 (together with the Original License Agreement, the "License Agreement"). Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other consideration, the legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The License Agreement is in full force and effect and neither Licensor nor Licensee is in breach under the terms of the License Agreement.
2. Following the Expiration Date of the License Agreement, which the Parties hereby agree is scheduled to occur on March 31, 2023, the term of the License Agreement will automatically be extended for one (1) additional year and unless either party gives the other written notice at least ninety (90) days prior to the end of the then-current term that the term is to expire at the end of the then-current term, the term shall be automatically further extended by one year at the end of the initial one-year extension and each subsequent one year extension (each, an "Extension Term"). (If such written notice is timely given, the term shall expire at the end of the then-current one year extension term.) The monthly License Fee shall remain the same during all one year extensions (\$600.00 per month).
4. To the extent any provision contained in this Amendment conflicts with the terms of the License Agreement, the terms and provisions of this Amendment shall control. Except as

expressly set forth in this Amendment, the License Agreement otherwise is unmodified and remains in full force and effect.

5. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
6. This Amendment supersedes any prior understandings or agreements, whether written or oral, between the Parties in regard to the subject matter hereof, and contains the entire agreement between the Parties in regard to the subject matter thereof. This Amendment may not be changed or modified orally, but only by an agreement, in writing, executed by the Parties.
7. Any clause, sentence, paragraph, section or provision of this Amendment held by a court of competent jurisdiction to be invalid, illegal or ineffective shall be confined to the clause, sentence, paragraph, section or provision so held to be invalid, illegal or ineffective, and this Amendment shall be construed as if such invalid, illegal or ineffective provisions had never been contained herein.
8. This Amendment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the choice of law rules thereof.
9. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Fourth Amendment to Wireless Communications License Agreement as of the Effective Date (first stated above).

LICENSOR:

AWH BURBANK HOTEL, LLC

By: 

Print Name: ALLEN T. TARKENTON

Title: GENERAL MANAGER

LICENSEE:

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY

By: _____

Print Name: _____

Title: _____

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FINANCE AND ADMINISTRATION COMMITTEE
FEBRUARY 21, 2023**

COMMITTEE PENDING ITEMS

		<u>Tentative Presentation</u>
1.	Award of Contract TIFIA Loan Arranger; Citigroup	TBD
2.	Amendment of Hangar Lease – Innova Aviation Hangar 88	TBD
3.	Succeeding Lease - TSA	TBD