

Burbank Hospitality Association, Inc.

Meeting Agenda

Wednesday, October 15, 2025, at 3:00pm

Location: Burbank Chamber of Commerce | Room: Chamber Board Room
Address: 200 W. Magnolia Blvd., Burbank, CA 91502

A. Roll Call

B. Announcements

C. Public Comment

Any person may address the Board on any matter not on the agenda and related to the BHA. The public is only allowed to speak at this time for a maximum of five minutes.

D. Board Member Comments

Board Members may comment on events attended.

E. Legal Counsel Update

Legal Counsel may provide updates regarding potential conflicts of interest or any pending or enacted laws impacting the Board.

F. Approval of Minutes

ACTION ITEM

The Board will consider approval of the September 24, 2025, meeting minutes.

Recommendation: Staff recommends approval.

G. Treasurer's Report

The Treasurer will present the financial report as of August 31, 2025.

Recommendation: Note and File.

H. TBID Renewal Update & Amendment to City Services Agreement (15 min)

ACTION ITEM

Staff will provide an update on next steps for the renewal and Legal Counsel will present the Third Amendment to the City Services Agreement for the Board's review and approval before sending a draft to City of Burbank's attorneys.

Recommendation: Direct legal counsel to share the draft amended services agreement with the City of Burbank

I. Destination Development Update (15 min)

Staff will provide updates for the Krypto statue, DC Super Hero mural location, Monument and Wayfinding signage, and the Richard Orlinski exhibit.

Recommendation: Note and File.

J. Destination Development Project Request - Superman Statue (10 min)

ACTION ITEM

The Board will consider a concept for a DC Super Hero statue and the proposed location for installation in 2026.

Recommendation: Approve Superman for the next Super Hero statue.

K. Subcommittee Appointment (5 min)

ACTION ITEM

The Board will consider appointing Kristin Perry to the Marketing & Design Subcommittee.

Recommendation: Appoint Kristin Perry to the Marketing & Design Subcommittee.

L. Board Approved Expenditures

ACTION ITEM

The Board will consider transferring \$134,620 from the holding account to cover:

- The following pre-approved expenses: consultant expenses of \$14,000, legal fees of \$6,000, marketing fees of \$34,000, Chamber marketing partnership of \$2,100, and ongoing administrative expenses in the amount of \$22,000.
- Lady Muse Social Media Content: \$6,600.
- Civitas: \$49,920 (payments for last 8 months).

Recommendation: Staff recommends approval of \$134,620 to transfer.

M. Future Agenda Items

Board Members may introduce new items to place on a future agenda, but no discussion or action may be taken on the items.

N. ADJOURNMENT: Next tentative meeting is scheduled for November 19th.

Burbank Hospitality Association, Inc. Board Members

Tony Garibian, Coast Burbank Hotel and Safari Inn, **Chair**

Michael Hernandez, Hilton Garden Inn, **Vice Chair**

Jamie Keyser, Burbank Chamber of Commerce, **Secretary**

Danny Kahn, Warner Bros. Studio Tours **Treasurer**

Alan Tate, Burbank Airport Marriott

Ali Schmidt, Universal Studios Hollywood

Fatima Achhal, SpringHill Suites by Marriott

Nerissa Sugars, Hollywood Burbank Airport

David Lurie, Hotel Amarano

Kristin Perry, Cambria Hotel Burbank Airport

Shannon Labbe, Residence Inn by Marriott Los Angeles Burbank/Downtown

Patrick Prescott, Community Development Director (ex-officio)

Key Staff

Simone McFarland, Asst. Community Development Director

Mary Hamzoian, Economic Development Manager/Executive Director

Odette Zakarian, Economic Development Analyst/Operations Coordinator

Robin Faulk, Marketing Consultant

Administrative Key Staff

Teresa Mackey, Bookkeeping

Legal Counsel

Aleks R. Giragosian, Colantuono, Highsmith & Whatley, PC

The BHA Board is comprised of 11 voting members. Regular meetings are held monthly the third Wednesday of the month unless that is a City holiday. In that case, the Board will meet the first or second Wednesday. The BHA Board's primary function is to conduct business for marketing and advertising Burbank as a first-rate tourist and convention destination.

The agenda packet consists of documentation relating to agenda items on file at Economic Development Division of the Community Development Department located at 150 N. Third Street during normal business hours and will be posted on the Visit Burbank website at www.visitburbank.com. The Burbank Hospitality Association, Inc. meeting 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 818.238.5424 voice or 818.238.5035 TDD with questions or concerns.

BURBANK HOSPITALITY ASSOCIATION BOARD MEETING

Minutes for the Meeting of September 24, 2025, at 3:00PM

**Location: Hilton Garden Inn Burbank Los Angeles | Room: Polo Room
401 S San Fernando Blvd, Burbank, CA 91502**

Members Present: Tony Garibian, Coast Burbank Hotel and Safari Inn, **Chair**
Michael Hernandez, Hilton Garden Inn, **Vice Chair**
Jamie Keyser, Burbank Chamber of Commerce, **Secretary**
Danny Kahn, Warner Bros. Studio Tour Hollywood, **Treasurer**
Ali Schmidt, Universal Studios Hollywood
Nerissa Sugars, Hollywood Burbank Airport
Fatima Achhal, SpringHill Suites by Marriott

Members Absent: Shannon Labbe, Residence Inn by Marriott
Kristin Perry, Cambria Hotel Burbank Airport
David Lurie, Hotel Amarano
Alan Tate, Los Angeles Marriott Burbank Airport
Patrick Prescott, Community Development Director (ex-officio)

Members of the Public: Vladimir Rodriguez, Hotel Burbank
Daniel Garcia, Quality Inn Burbank Airport
Ashlee Akers, Verdin Marketing
Ashley Mastako, Verdin Marketing

Admin/Marketing Key Staff: Mary Hamzoian, Executive Director
Odette Zakarian, Operations Coordinator

Bookkeeping Staff: Teresa Mackey, Bookkeeping

Legal Counsel: Aleks R. Giragosian, Colantuono, Highsmith & Whatley, PC

The Burbank Hospitality Association (BHA) Board Meeting was called to order at 3:00p.m. on Wednesday, September 24, 2025.

A. Roll Call

There was a quorum with seven (7) members present, and four (4) members absent.

B. Announcements

Staff announced the following items:

Updates:

- Burbank International Film Festival is happening this week.
 - Quentin Tarantino receiving Vanguard Award on Sunday, 9/28.
- Son of Monsterpalooza is taking place at the Los Angeles Marriott Burbank Airport October 10-12.
 - Celebration of Monsters, Movie Magic & Makeup Mastery.

C. Public Comment

Vladimir Rodriguez from Hotel Burbank announced that Hotel Burbank has hired a new general manager, Casey Graves.

D. Board Member Comments

Jamie Keyser announced that the Chamber hosted a summer mixer at the Residence Inn with 150 attendees. Ms. Keyser also announced she was at the AMC 16 Theaters for the Burbank International Film Festival, and it was packed with people, showing a promising turnout this year.

Tony Garibian brought to the Board's attention some issues that were recently discovered with Hotel Planner. Hotel Planner representatives have been answering phones posing as the listed Burbank hotels. They are also charging an administration fee on bookings which is non-refundable. That fee is not addressed in negotiations with Visit Burbank. Mr. Garibian wanted to bring this information to the Board's attention so the Board could decide if they would like to put it on the agenda and discuss further at a future meeting. The Board agreed they would like to put this item on a future agenda. Staff has reached out to Hotel Planner, but their response to these accusations were very vague. Legal Counsel will connect with Hotel Planner to draft an agreement and present it to the Board at a future meeting.

The second item Mr. Garibian wanted to address was the Executive Committee election from the last meeting. He felt there was a misunderstanding at the last meeting that resulted in Kristin Perry resigning as Board Chair shortly after the executive committee elections. Typically, the role of each Executive Committee position is explained prior to the election, however that was not done last time. As former Chair, Mr. Garibian took time after the meeting to explain some of the responsibilities and expectations to Ms. Perry such as negotiations and conversations with the City regarding TOT increase, disputes regarding TOT taxes and audits, and helping shape the service agreement for the TBID renewal, which ultimately led Ms. Perry to reconsider her position as Board Chair. Mr. Garibian felt it would be unfair to Ms. Perry if it was not clearly explained to the Board why she resigned.

Nerissa Sugars announced that passenger numbers at BUR are down in comparison to this time last year. Two new airlines are starting service at BUR. Breeze is replacing Avelo which will no longer be operating out of BUR. The other new airline is Allegiant.

Ali Schmidt announced that Halloween Horror Nights has been performing spectacularly. Planning is taking place for Fan Fest 2026. There will be an IP drop shortly. Mr. Garibian said that the first Fan Fest attracted many overnight hotel stays. Ms. Schmidt said that was likely due to large crowds attending from outside the Los Angeles area.

The Board raised questions about the City's involvement with the upcoming World Cup and Olympic games. Staff said more information will be shared once the steering

committee has a chance to regroup, but the City is in the process of submitting an RFP to be considered an official fan zone for FIFA.

E. Legal Counsel Update

There were no updates from Legal Counsel.

F. Approval of Minutes

ACTION ITEM

The minutes for the BHA Board meeting of August 20, 2025, were presented for approval.

Ali Schmidt made a motion for approval of the minutes as presented, seconded by Jamie Keyser; motion carried 7-0.

G. Treasurer's Report

BHA Treasurer, Danny Kahn, presented the profit and loss report for July 2025, the BHA currently collected \$231,618.05 in income with expenses totaling \$259,616.92. The Board's total assets equal \$1,008,217.11 as of July 31, 2025.

H. Executive Committee Position (10 min)

ACTION ITEM

Elections were held for executive committee positions at the August 20th meeting. Kristin Perry has reconsidered her decision to take the Chair position and has formally stepped down. The Board accepted nominations for the vacant Chairperson position. Tony Garibian expressed interest in running for the position.

Danny Kahn made a motion to appoint Tony Garibian as Chairperson, seconded by Nerissa Sugars; motion carried 7-0.

I. Amending BHA Bylaws (10 min)

ACTION ITEM

The Board moved up the "BHA Bylaws" agenda item since it aligned with the executive committee positions. Staff determined it was necessary to create a clearer set of guidelines and standards for holding an executive position. Staff presented Resolution 2025-01, which amended the Bylaws to include language stating that a Board Member cannot serve on an Executive Committee position unless they have served one continuous year on the Board and a BHA subcommittee. These guidelines would be waived if no one on the Board met these criteria when selecting executive committee positions.

Nerissa Sugars made a motion to approve the resolution as explained, seconded by Fatima Achhal; motion carried 7-0.

J. Verdin Presentation – Visit Burbank Logo and Design (30 min)

ACTION ITEM

Ashlee Akers and Ashley Mastako from Verdin presented the new brand campaign and logo for Visit Burbank. The new designs were first presented to Staff, and then to the Marketing Subcommittee who narrowed down the design from three different directions to one for the Board's consideration.

Ms. Akers went over the research and strategy that ultimately led to the design being presented today. Ms. Sugars asked what conversations would be had with Lady Muse, Visit Burbank's social media manager, to ensure brand consistency. Ms. Mastako confirmed that the Verdin team would be meeting with Lady Muse and building out templates in Canva to ensure brand consistency.

Ali Schmidt felt the logo needed some modifications and more reflection of the film industry. Ms. Schmidt felt the team should consider a call to action different from "Visit." She also felt the logo has too much of an art deco feel, but Ms. Sugars felt it is more mid-century modern. Ms. Sugars also said she would have liked to see the application of the logo on something to provide a better visual.

After additional discussion from staff and the Board, it was recommended that Verdin make slight modifications to the logo presented and continue building upon the brand.

Fatima Achhal made a motion to approve the logo, seconded by Michael Hernandez; motion carried 7-0.

K. Burbank Chamber of Commerce Marketing Partnership Renewal – (15 min)

ACTION ITEM

This agenda item was approved at the last meeting, but brought back to due to concerns from the Chamber regarding the requirement to host three mixers at hotels. The Board originally requested the Chamber host three evening mixers. After meeting with the Chamber, Staff learned that they host six mixers total each year, so three specifically for Visit Burbank would be challenging. Staff suggested that the Chamber hold two evening mixers at Burbank hotels, and an additional mixer at a local attraction allowing for greater flexibility for the Chamber while still maintaining three mixers for Visit Burbank.

Tony Garibian made a motion to adopt the updates to the Chamber agreement, seconded by Danny Kahn, Jamie Keyser and Nerissa Sugars abstained; motion carried 5-0-2.

L. Market Outlook Forum 2025 Update (5 minutes)

Staff presented key insights from Los Angeles Tourism's 2025 Market Outlook Forum. While tourism is down, speakers tried to present potential solutions and best practices. One of the biggest challenges Los Angeles is facing is that recent events have allowed the media to tarnish its brand. In addition to that, tariffs, inflation, and increased visa costs are also taking a toll on travel to the U.S.

Some positive highlights included sports tourism being on the rise, and increased interest in travel for the upcoming World Cup and Olympics. The Pasadena/Glendale/Burbank market is also performing much stronger than other Los Angeles submarkets.

Ms. Sugars asked if it was possible to get an update on what the City of Burbank is doing in preparation for the World Cup and Olympics. Staff confirmed that many discussions are taking place, and after the World Cup and Olympics Steering Committee are briefed, Staff will bring the updates to the Board.

M. Board Approved Expenditures

ACTION ITEM

The Board will consider transferring \$84,700 from the holding account to cover:

- The following pre-approved expenses: consultant expenses of \$14,000, legal fees of \$6,000, marketing fees of \$34,000, Chamber marketing partnership of \$2,100, and ongoing administrative expenses in the amount of \$22,000.
- Lady Muse Social Media Content: \$6,600.

Jamie Keyser made a motion to approve the Board Expenditures as presented, seconded by Fatima Achhal; motion carried 7-0.

N. Future Agenda Items

- Tourism Impact Report Presentation
- Destination Development Subcommittee Update
- World Cup & Olympics Steering Committee Update
- Licensing Agreement with Warner Bros. Consumer Products.

O. ADJOURNMENT: The meeting adjourned at 4:46p.m. The next tentative meeting will take place on October 15th.

Balance Sheet
Burbank Hospitality Association
As of August 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
CBB Checking	639,953.81
Checking	28.99
Citizen MM	101,710.19
City Treasurer	268,357.67
Savings	5.00
Total for Bank Accounts	\$1,010,055.66
Accounts Receivable	
Other Current Assets	
005 Market Value Adjustments	22,847.35
33000 City Treasurer's Investments	0.00
Undeposited Funds	0.00
Total for Other Current Assets	\$22,847.35
Total for Current Assets	\$1,032,903.01
Fixed Assets	
15000 Furniture and Equipment	0.00
Total for Fixed Assets	\$0.00
Other Assets	
Total for Assets	\$1,032,903.01
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Credit Cards	
Citizen's CC	24,922.15
Total for Credit Cards	\$24,922.15
Other Current Liabilities	
2500 Accrued Expenses	0.00
Total for Other Current Liabilities	\$0.00
Total for Current Liabilities	\$24,922.15
Long-term Liabilities	
Total for Liabilities	\$24,922.15
Equity	
45273 Salary Holding	0.00
32000 Unrestricted Net Assets	1,036,185.12
Net Income	-28,204.26
Total for Equity	\$1,007,980.86
Total for Liabilities and Equity	\$1,032,903.01

Profit and Loss
Burbank Hospitality Association
August 1-31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
001 Assessments-City Treasurer	108,851.28
002 Interest - City Treasurer	840.25
47200 Program Income	
47220 aRes Contributions	1,740.46
Total for 47200 Program Income	\$1,740.46
Total for Income	\$111,431.99
Cost of Goods Sold	
Gross Profit	\$111,431.99
Expenses	
62000 Sales and Marketing Expenses	
62500 Consultants	11,879.00
64000 Marketing / Advertising	\$53,895.65
64060 Social Media Management	6,600.00
Total for 64000 Marketing / Advertising	\$60,495.65
65010 Books, Subscriptions, Reference	55.11
Total for 62000 Sales and Marketing Expenses	\$72,429.76
65000 Administration Expense	
62140 Legal Fees	987.50
62150 Outside Contract Services	6,240.00
65050 Telephone, Telecommunications	50.00
Total for 65000 Administration Expense	\$7,277.50
67000 Destination Development	7,370.00
Melio services fee	15.00
Unapplied Cash Bill Payment Expense	-3,362.13
Total for Expenses	\$83,730.13
Net Operating Income	\$27,701.86
Other Income	
46410 Checking Account Interest	161.06
Total for Other Income	\$161.06
Other Expenses	
Fraud	28,242.82
Total for Other Expenses	\$28,242.82
Net Other Income	-\$28,081.76
Net Income	-\$379.90

Burbank Hospitality Board Meeting

October 15, 2025



1

New & Coming Soon to Burbank!

<i>New</i>	• Tierra Azul Restaurant • Miniso	201 E. Magnolia Blvd. 201 E. Magnolia Blvd.
<i>Coming Soon</i>	• Color Me Mine • Gold Union • Swing Studios • Crepe Loft • Potato Corner/ • Incredible Fries • Viva Photo Studio • Skyzone Trampoline Park • C's Clothing Store • Brews & Bites	162 E Orange Grove 151 N San Fernando 3005 N Hollywood Way 201 E Magnolia Blvd 201 E Magnolia Blvd 201 E Magnolia Blvd 201 E Magnolia Blvd 201 E Magnolia Blvd 2618 W Burbank Blvd

2

Announcements

UPDATES:

- Burbank Book Festival – November 8 at the Buena Vista Library
- CTNx – November 20-23 at the Los Angeles Marriott Burbank Airport
- Holiday in the Park – November 21
- Burbank Winter Wine Walk – November 22

3

Destination Development Update

Presented By: Odette Zakarian



4

Destination Development Update - Outline

- 1) Krypto Statue
- 2) DC Super Hero Mural
- 3) Monument & Wayfinding Signage
- 4) Richard Orlinski Exhibit

5

Destination Development Update

- Krypto Statue
 - Dog park completion date is delayed. Krypto unveiling date TBD.
 - Krypto unveiling date TBD.

6

Destination Development Update

- **DC Super Hero Mural**
 - CalTrans/DOT did not approve original location.
 - Seeking new location/waiting for approval from House of Secrets.

7

Destination Development Update

- **Monument & Wayfinding Signage**
 - Meeting with Development Oversight Committee determined this project is more complex than originally anticipated.
 - Need for RFP from urban design groups.
 - Staff met with Planning and Transportation teams – will assist with RFP and include this project in City's implementation plan.

8

Destination Development Update

- Richard Orlinski Exhibit
 - Several art pieces selected for Burbank are having customs related issues.
 - Vendor is working on resolving issues before 2026.



9

Destination Development Project Request – Superman Statue

- Proposed Location:



10

FUTURE AGENDA ITEMS

- UPRV Update
- Tourism Impact Studies Presentation
- HotelPlanner Agreement
- BWP Rates Presentation
- World Cup & Olympics Subcommittee Update
- Verdin – Visit Burbank Marketing Campaign Update

11

Q & A

ADJOURNMENT: Next tentative meeting is scheduled for November 19th.



12

**THIRD AMENDED AND RESTATED
AGREEMENT FOR SERVICES ADMINISTERING THE BTBID**

This Third Amended and Restated Agreement for Services Administering the BTBID ("Third Amendment") agreement is made on the 19th day of November, 2019 July 1, 2026, (the Effective Date) by the City of Burbank, a municipal corporation, located at 275 East Olive Avenue, Burbank, California 91510, (hereinafter referred to as the "CITY") and the Burbank Hospitality Association, a nonprofit mutual benefit corporation, (hereinafter referred to as the "NONPROFIT").

RECITALS

WHEREAS, on September 20, 2011 [DATE], pursuant to its Resolution No. 28,403, the City Council of the CITY has established a tourism business improvement district in specified areas of the City (the "BTBID"), under Section 36600, et seq. of the California Streets and Highway Code (the "Act") for an initial term of five years; and

WHEREAS, on [DATE] May 24, 2016 pursuant to its Resolution No. -16-28-841, (the "Resolution") the City Council of the CITY has renewed the BTBID in specified areas of the City, under the Act for a term of 10 years; and

WHEREAS, on [DATE] November 18, 2025 pursuant to Resolution No. [NUMBER], ("Resolution") the City Council of the CITY renewed the BTBID in specified areas of the City for an additional term of 10 years; and

WHEREAS, pursuant to the Resolution and the Act, assessments will be levied annually against the assessable parcels in the BTBID commencing with July 1, 20246 for the years July 1, 20246 to June 30, 20326; and

WHEREAS, such assessments may be used only for the purposes set forth in the Resolution; and

WHEREAS, in April 2012, the CITY entered into a contract with the NONPROFIT for the administration of improvements and activities in connection with the BTBID ("Agreement")

WHEREAS, in November 2017, the CITY entered into a Restated and Amended Agreement for Services Administering the BTBID with NONPROFIT ("First Amendment") in November 2017 entered into a contract with the NONPROFIT for the administration of improvements and activities in connection with the BTBID for the years November 8, 2017, to November 7, 2020 (the "Agreement"); and

WHEREAS, and in November 2019, the CITY entered into another the parties now desire to enter into this Restated and Amended Agreement for Services Administering the BTBID with NONPROFIT ("Restated Second Agreement Amendment") for a seven year period through the current life of the BTBID; and

Commented [AG1]: Should be the date the City Council approves the agreement OR June 30, 2026.

Commented [MH2R1]: It should be July 1, 2026

Commented [AG3R1]: Made the edit

Commented [AG4]: Need resolution date

Commented [MH5R4]: Resolution of formation is set for November 18, 2025

Commented [AG6R4]: This is in reference to the original resolution of formation

Commented [AG7]: Need resolution date

Commented [MH8R7]: We have two reso's the reso if intent and the reso of formation reso of intent was on September 9, 2025 Reso of formation is Nov 18, 2025

Commented [AG9R7]: This is in reference to the renewal that preceded this one.

Commented [AG10]: Need resolution date & number

Commented [AG11R10]: This is in reference to the upcoming renewal resolution

Commented [MH12]: Shouldn't this reflect the first city services agreement for when the BTBID was established in 2012?

Commented [MH13R12]: If so that agreement was executed on April 24th 2012.

Commented [AG14R12]: That was a key missing piece! Thank you.

WHEREAS, the parties now desire to enter into this Third Amendment ~~DATE~~.

WHEREAS, NONPROFIT desires to enter into this Amended and Restated Agreement with CITY for the continued administration of the improvements and activities of the BTBID.

NOW, THEREFORE, the CITY and NONPROFIT mutually agree as follows:

1. TERM OF ~~THIRD AMENDMENT~~RESTATED AGREEMENT

1.1 The term of this Third Amendment Restated Agreement shall be from the Effective Date, ~~November 19, 2019~~July 1, 2026, through June 30, 20326.

1.2 Either party may, in advance of the expiration of the term, terminate this Third Amendment Restated Agreement, without cause upon the giving of ninety days written notice to the other party.

1.3 Any material violation of this Third Amendment Restated Agreement is a default. In the event of a default by either party, the non-defaulting party may give written notice to defaulting party, which identifies the default and demanding cure of it. Defaulting party shall have a reasonable period of time to correct the default, but in no event more than thirty days. If the default is not cured, then this Third Amendment Restated Agreement may be terminated upon written notice to the defaulting party, which termination shall be immediate.

1.4 NONPROFIT shall be reimbursed for work which has been performed as of the termination date or which is in progress and cannot prematurely be terminated by virtue of contractual commitments. NONPROFIT shall be entitled to no further compensation. Notwithstanding the foregoing, if termination is for cause, then NONPROFIT shall be compensated only to the extent required by law.

1.5 Upon termination or expiration of this Third Amendment Restated Agreement, all unexpended moneys for the BTBID and all assets purchased with BTBID funds shall be returned to the CITY and disposed of pursuant to the Act.

1.6 If NONPROFIT needs additional time to wind down its affairs, this Third Amendment Restated Agreement may be extended for an additional thirty days, if approved by the City Manager or designee.

1.7 NONPROFIT agrees to maintain its corporate status as the Burbank Hospitality Association, a nonprofit mutual benefit corporation, during the term of this agreement.

1.8. EXTENSION OF TERM.

Commented [AG15]: If this is intended to last through June 30, 2036, and the operating agreement has a life of 10 years, then the agreement needs to run from June 30, 2026-June 30, 2036.

Commented [MH16R15]: The district doesn't renew until July 1, 2026 so the date needs to be July 1, 2026 to June 30, 2036

Commented [AG17R15]: Made the edit.

If the City Council renews the BTBID, then this ~~Restated Agreement~~Third Amendment shall be extended for the period of the BTBID extension, unless either party gives 90 days' notice to renegotiate the terms of this ~~Restated Agreement~~Third Amendment before expiration of the current term.

2. USE OF FUNDS

2.1. Funds received by NONPROFIT pursuant to this ~~Restated Agreement~~Third Amendment shall only be expended for the purposes as stated in the Resolution, and as authorized by the Act and all other laws. Such funds shall be expended in accordance with the Management District Plan (MDP) and each annual report prepared by the NONPROFIT board and approved by the City Council. Specifically, NONPROFIT may not use the funds for any political activity, including but not limited to local campaigns or advocating for or against ballot measures.

3. NONPROFIT RESPONSIBILITIES

3.1. NONPROFIT shall administer the BTBID work program and perform all of the services specified in the Management District Plan and each annual report prepared by the NONPROFIT Board and approved by the City Council, and in this regard shall cooperate with the CITY's Community Development Director or such personnel as he designates.

3.2. Throughout the term of this ~~Restated Agreement~~Third Amendment, NONPROFIT shall submit to the CITY's Finance Director the following:

3.2.1 Annual Report - By each December 31, ~~beginning in 2019~~, NONPROFIT shall submit a report for the previous fiscal year including a performance report of accomplishments of the BTBID during that year.

3.2.2. Financial Statements - By each December 31, ~~beginning 2019~~, NONPROFIT shall submit a financial statement of the BTBID, reviewed by a Certified Public Accountant covering the previous year. ~~The final statement is due December 31, 2026 covering the year July, 2025 - June, 2026.~~

3.2.3. Within 10 days of a request of the CITY's Finance Director, NONPROFIT shall provide such other financial information of the BTBID as the CITY's Finance Director shall reasonably request.

3.3. NONPROFIT hereby agrees to comply with all State and City laws and regulations as they relate to the administration of the BTBID, and the operations of the NONPROFIT.

3.4 NONPROFIT shall reimburse the CITY for costs incurred by CITY for certain services to the NONPROFIT, as defined in section 4 below. NONPROFIT shall remit to CITY 17% of all assessments received monthly as payment for all such services listed in

Commented [ARG18]: All, I confirmed that these funds cannot be used for any independent expenditure related to a ballot measure or candidate (electioneering). The BHA's members can raise money among themselves, form a Political Action Committee, and spend as they wish. But we can't use assessment revenue for that purpose.

We can use non-assessment revenue. So if the BHA has some proceeds from a lease or event, those funds are not subject to the same limitation.

I recommend leaving the section in as is.

Section 4, including the time of one seniormanager level employee and two juniorsenior or analyst II level employees from CITY's Community Development Department.

Commented [AG19]: Tony, I added this language.

3.5 NONPROFIT shall maintain a P.O. Box to receive mail. NONPROFIT shall conduct its Board meetings in accordance with the Brown Act (Gov. Code Sections 54950 et seq.) at a location within the City and the district limits. NONPROFIT shall provide CITY with a copy of every agenda, at least two business days prior to the actual posting of that agenda as required by the Ralph M. Brown Act (Gov. Code Sections 54950 et seq.

3.6 NONPROFIT agrees that City's representation on its board shall be the City's Community Development Director as an ex-officio member, who shall neither vote nor be counted towards a quorum.

3.7 NONPROFIT shall maintain outside legal counsel and bookkeeping services, both located outside of City offices.

4. CITY RESPONSIBILITIES

4.1. The CITY shall bill and collect the BTBID assessments, and the CITY shall review all reports submitted by NONPROFIT and shall perform all other responsibilities specified in the Management Plan.

4.2. The CITY shall make available to NONPROFIT such information in its possession, except for information, which is determined to be confidential information by the City Attorney, which is necessary for implementation of the BTBID work program.

4.3. The CITY shall report to NONPROFIT on a regular basis (not less than quarterly) as to the status of BTBID assessment revenues thus far collected, so NONPROFIT can adjust its budget and work program accordingly.

4.4. CITY agrees to cooperate with NONPROFIT by providing certain services as set forth in this section, and NONPROFIT agrees to pay CITY for those services in accordance with 3.4 above. The specific services are in addition to the services stated in Section 4.1 above. Services include, but are not limited to: coordination and attendance to monthly board meetings and note taking of proceedings, coordinating travel logistics, answering inquiries related to the destination, assisting with administrative functions as related to special events, consulting with BHA's legal counsel on contracts regarding Sales/Marketing and Destination Development, administrative services, such as district renewal, annual report writing and presentation to City Council, drafting minutes and agenda for Board meetings, which must be approved by NONPROFIT's attorney and Chair prior to posting, and routine correspondence; implementation of the Sales/Marketing and Destination Development categories within the MDP; and services for the billing and collection of the BTBID assessment, as stated in Section 4.1, above.

4.5. CITY agrees to assign at least three employees, including at least one managersenior level and two juniorsenior or analyst II level from CITY's Community

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Commented [TG20]: Why would we pay for these services in addition to the 17%? These should be services included in the 17% and not in addition to.

Commented [AG21R20]: I think it's all included in the 17%. The services listed in this paragraph are in addition to Section 4.4. But that doesn't mean we have to pay additionally for them. I clarified with an edit to Section 3.4.

Commented [TG22R20]: I'm not sure that the changes to 3.4 address my concern since section 4.4 specifically states that "The specific services are in addition to the services stated...and then lists "Services include, but are not limited to..."

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Development Department, to provide the services to NONPROFIT. Those CITY employees who also provide services to NONPROFIT shall perform services for NONPROFIT in a dual capacity, but remain employees of the CITY.

5. DISBURSEMENTS

5.1. CITY shall remit to NONPROFIT the NONPROFIT assessment revenues paid to the CITY, within 10 days of receipt of such revenues. Monthly disbursements shall be decreased to the NONPROFIT for City services by 17%, which are payable to CITY in accordance with Section 3.4. Should the BTBID Board elect to reduce the assessment amount below the 1.75%, the BTBID shall maintain the minimum amount of \$386,750 annually for City services.

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Commented [AG23]: Tony, where does this amount come from?

Commented [TG24R23]: I'm assuming it's 17% of the proposed budget, but if we reduce the assessment, they want this guaranteed amount. Not sure that works for us.

6. AUDITS, ACCOUNTING AND AUDIT EXCEPTIONS

6.1. NONPROFIT, as it relates to the BTBID, shall provide the CITY with a copy of its audit, to be completed every three (3) years beginning FY ~~2026-2027~~2020/2021 for FY 2019/2020, again in FY 2023/2024 for FY 2022/2023, and finally half of FY 2026, unless the BTBID is renewed during FY 2025/2026 whereas at that time a full audit of FY 2025/2026 will be completed. Each audit shall be completed within six months of the end of the applicable fiscal year and City shall be provided with a copy of said audit.

At CITY's discretion and at CITY's cost, CITY or its authorized representatives shall, with 10 days' prior notice, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property and premises of NONPROFIT related to the BTBID.

Commented [ARG25]: The TBID law (Streets and Highways Code 36650) requires an annual financial report, but nothing requires an annual audit.

The Mutual Benefit Non-Profit Corporation Law (Corporations Code §311) requires an annual financial report, but not an annual audit.

We can require less frequent audits, if we'd like.

Commented [MH26R25]: The city is the one requesting the audit

Commented [AG27R25]: But should we request that it be done less frequently? I remember you saying their expensive. I think you asked that we transition to one audit every two years.

Commented [MH28R25]: I thought it was already done once ever 3 years.

6.2. NONPROFIT's staff will cooperate fully with authorized auditors when they conduct audits and examinations of NONPROFIT's program, as it relates to the BTBID. If there are indications of misappropriation or misapplication of the funds governed by this Agreement Third Amendment, then the CITY may conduct a special audit. Such an audit may only be conducted during normal business hours, and without any prior notice required. The cost of such audit shall be paid by NONPROFIT. Should it be subsequently determined that the special audit was not reasonably warranted, the cost of such audit, if paid by NONPROFIT will be refunded to NONPROFIT. The right to audit, as provided by Sections 6.1 and 6.2, shall be for a period of three (3) years from the date of submission of NONPROFIT's audit in accordance with Section 6.1 or any indication or notice to the CITY of any misappropriation or misapplication of funds by NONPROFIT, whichever is later.

Commented [TG29]: What happens to the cost of the audit if no misappropriation is found? Why should we still pay the cost if we're found to be in compliance?

Commented [AG30R29]: We can make that argument.

6.3. NONPROFIT will establish and maintain on a current basis an adequate accrual accounting system in accordance with Generally Accepted Accounting Practices (GAAP). The system shall detail all costs chargeable to NONPROFIT under this Agreement Third Amendment and shall substantiate all such costs, meeting acceptable standards for major public entities in Southern California and complying with any

applicable Federal standards. The system shall meet the minimum fiscal and internal control requirements as reasonably determined by the CITY. NONPROFIT shall retain all records related to the performance of this ~~Agreement~~Third Amendment for a minimum time of four years.

7. INSURANCE

7.1. Without limiting NONPROFIT's indemnification of CITY, NONPROFIT shall provide and maintain during the term of this ~~Restated Agreement~~Third Amendment policies of comprehensive public liability insurance in a combined single limit amount of at least \$1,000,000.00 covering services to be rendered by NONPROFIT hereunder. Such insurance shall be procured from an insurer authorized to do business in California, shall provide primary coverage, shall name CITY, and officers and employees as additional insureds and shall contain provisions that prohibit cancellation without thirty (30) days' prior written notice to CITY. NONPROFIT shall also procure and maintain in force crime coverage insurance in an amount of at least \$500,000 covering services to be rendered by NONPROFIT hereunder. Such insurance shall be procured from an insurer authorized to do business in California, shall provide primary and not excess coverage, shall name CITY and its officers and employees as additional insureds and shall contain provisions that prohibit cancellation without thirty (30) days' prior written notice to CITY. NONPROFIT shall file and maintain as proof of insurance on file with the CITY at all times during the term of this ~~Restated Agreement~~Third Amendment a policy of the liability insurance so procured and maintained, and special event insurance when requested by CITY.

7.2. Notwithstanding Section 1.3, failure on the part of NONPROFIT to procure or maintain required insurance shall constitute a material breach of contract under which CITY may immediately terminate this ~~Agreement~~Third Amendment, or alternatively, City may purchase required insurance with the assessment revenue.

8. NOTICES

8.1. All notices, plans, or reports permitted or required under this ~~Agreement~~Third Amendment shall be in writing, and shall be deemed made when personally delivered to the following persons as provided in this ~~Agreement~~Third Amendment. Additionally, such notices shall be deemed made 48 hours after deposited in the U.S. Mail, first class postage prepaid and addressed to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CITY:	CITY OF BURBANK
	275 East Olive Avenue
	Burbank, California 91502
	Attention: Economic Development Manager

NONPROFIT: Burbank Hospitality Association
P.O. Box 349
Burbank, CA 91503

9. CONFLICT OF INTEREST

9.1. ~~NONPROFIT will adopt a conflict of interest policy consistent with California Corporations Code 7233. For the duration of this Restated Agreement, NONPROFIT or its employees will not act as consultant or perform services of any kind for any other person or entity in regard to the BTBID without the prior written consent of the CITY. In addition, neither members of the Board of Directors of NONPROFIT, nor its Executive Director, may enter into any additional contracts in regard to the BTBID, nor vote on any BTBID matters, when such contract or matter would be of financial benefit to the member or director over and above the general financial benefit to all businesses in the BTBID, notwithstanding voting on elements of the Management Plan.~~

10. NONDISCRIMINATION

10.1. NONPROFIT represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of political affiliation or on account of any characteristic listed or defined in subdivision (b) or (e) of Section 51 of the CA Civil Code.

11. GENERAL PROVISIONS

11.1. Assignment. Neither this ~~Restated Agreement~~ Third Amendment, nor any interest herein, shall be assigned by any party without the prior written consent of the other party.

11.2. Independent Contractor. It is agreed and understood that NONPROFIT is a wholly independent contractor. This ~~Restated Agreement~~ Third Amendment is not intended and shall not be construed to create the relationship of agent, employee, servant, partnership, joint venture or association as between the CITY and NONPROFIT. Neither the CITY nor its agents shall have control over the conduct of NONPROFIT except as set forth herein. The CITY shall have no liability or responsibility for payment of any wage or benefits to NONPROFIT's employees (if any), for whom the NONPROFIT shall bear sole responsibility and liability.

11.3. Default of Contractor. In the case of default by NONPROFIT in providing any service, or in performing this ~~Restated Agreement~~ Third Amendment, the CITY may, in addition to all other remedies it may have, including but not limited to termination of the ~~Restated Agreement~~ Third Amendment and/or filing of a suit at law or equity, obtain such

services from other sources and deduct the cost thereof from any costs due or thereafter owing to NONPROFIT relating to such items or to otherwise claim and collect such costs.

11.4. Indemnity. NONPROFIT shall indemnify and hold CITY harmless and defend, CITY, and every officer, employee and agent of CITY, from any and all claims, causes of action, damages to persons or property, penalties, obligations, liabilities or financial losses, including, without limitation, attorney's fees and court costs arising directly or indirectly from any or all negligent or other wrongful acts, errors or omissions of NONPROFIT, its agents, employees and subcontractors in the performance of this ~~Restated Agreement~~Third Amendment.

CITY shall indemnify and hold NONPROFIT harmless and defend, NONPROFIT, and every officer, employee and agent of NONPROFIT, from any and all claims, causes of action, damages to persons or property, penalties, obligations, liabilities or financial losses, including, without limitation, attorney's fees and court costs arising directly or indirectly from any or all negligent or other wrongful acts, errors or omissions of CITY, its agents, employees and subcontractors in the performance of this ~~Restated Agreement~~Third Amendment.

11.6. Entire Agreement. This ~~Restated Agreement~~Third Amendment contains the entire agreement of the parties with respect to the subject matter hereof. This ~~Restated Agreement~~Third Amendment may only be modified or extended in writing signed by both parties.

11.7. Governing Law. This ~~Restated Agreement~~Third Amendment shall be governed by the laws of the State of California.

11.8. Time of Essence. Time is of the essence of each and every provision of this ~~Restated Agreement~~Third Amendment.

IN WITNESS WHEREOF, the parties have executed this ~~Restated Agreement~~Third Amendment this 19th ~~[DATE]~~ day of November, 2025~~19~~.

Commented [AG31]: Should be the date the City Council approves the agreement

CITY OF BURBANK, a municipal corporation

ATTEST:

By: _____
Justin Hess, City Manager

~~Zizette Mullins~~Kimberly Clark, MMC, City Clerk

Approved as to Form
Office of the City Attorney

~~Amy Albano~~ Joe McDougall, City Attorney

BURBANK HOSPITALITY ASSOCIATION, a
nonprofit mutual benefit corporation

By: _____

Name: _____

Title: _____