



March 14, 2024

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, March 18, 2024, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

The following is an additional teleconference location for this meeting:

50 West 63rd Street 17
New York, NY 10023

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: (818) 862-3332

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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of March 18, 2024

9.00 A.M.

The public comment period is the opportunity for members of the public to address the Commission on agenda items and on airport-related non-agenda matters that are within the Commission'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 in-person attendance or participation at meeting of the Commission 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 Commission 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 Commission'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 Commission 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, March 18, 2024

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT (Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)
5. CONSENT CALENDAR (Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)
 - a. Committee Minutes
(For Note and File)
 - 1) Executive Committee
 - (i) January 24, 2024 ***[See page 1]***
 - 2) Legal, Government and Environmental Affairs Committee
 - (i) January 16, 2024 ***[See page 4]***
 - 3) Finance and Administration Committee
 - (i) January 16, 2024 ***[See page 6]***
 - b. Commission Minutes
(For Approval)
 - 1) February 20, 2024 ***[See page 9]***
 - c. Treasurer's Report
 - 1) November 2023 ***[See page 15]***
 - d. Presentation of Fiscal Year 2023 Financial Statements and Summary of Audit Results ***[See page 43]***
 - e. Award of Month-to-Month Lease
Unifi Aviation, LLC ***[See page 50]***
 - f. Authorization to Engage Rating Agencies for
Replacement Passenger Terminal Project Bonds ***[See page 52]***
 - g. Approval of Amendment 1 to Professional Services Agreement
Polytechnique Environmental, Inc. ***[See page 54]***

- h. Award of Professional Services Agreement
Data Reporting System – Airport Workers Screening Program *[See page 56]*
- i. Award of Contract – Fleet Maintenance Services Agreement *[See page 58]*
- j. Federal Transit Administration Recipient Title VI Program *[See page 61]*
- 6. ITEMS FOR COMMISSION APPROVAL
 - a. Approval of Task Order 5 and Appropriation of Owner's
Contingency Funds – Replacement Passenger Terminal Project *[See page 63]*
 - b. Citizen's Advisory Committee Reestablishment *[See page 72]*
- 7. ITEMS FOR COMMISSION INFORMATION
 - a. Airport Police Officer of the Year Award
 - b. Airport Firefighter of the Year Award
 - c. FY 2024 Mid-Year Financial Performance Update
- 8. ITEMS FOR COMMISSION DISCUSSION
 - a. Replacement Passenger Terminal Program Art In Public Places
Requirement Exterior Sculpture Update and Direction to
Program Management Team
- 9. CLOSED SESSION
 - a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(California Government Code Section 54956.9(d)(1))
Name of Case: City of Los Angeles v. FAA et. al. (Case No. 21-71170)(9th Cir. 2021)
- 10. ITEMS PULLED FROM CONSENT CALENDAR
- 11. EXECUTIVE DIRECTOR COMMENTS
- 12. COMMISSIONER COMMENTS
(Commissioners may make a brief announcement, make a brief report on
their activities, and request an agenda item for future meeting.)
- 13. PUBLIC COMMENT
- 14. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, March 18, 2024

[Regarding agenda items]

5. CONSENT CALENDAR

(Consent Calendar items may be enacted by one motion. There will be no separate discussion on these items unless a Commissioner so requests, in which event the item will be removed from the Consent Calendar and considered in its normal sequence on the agenda.)

- a. COMMITTEE MINUTES. Approved minutes of the Executive Committee special meeting of January 24, 2024; approved minutes of the Legal, Government and Environmental Committee special meeting of January 16, 2024; and approved minutes of the Finance and Administration Committee special meeting of January 16, 2024, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the February 20, 2024, Commission special meeting minutes are included in the agenda packet for Commission review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for November 2023 is included in the agenda packet. At its special meeting on February 20, 2024, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission note and file this report.
- d. PRESENTATION OF FISCAL YEAR 2023 FINANCIAL STATEMENTS AND SUMMARY OF AUDIT RESULTS. A staff report is included in the agenda packet. Staff report attached. The Authority's independent auditor, Macias Gini & O'Connell LLP has completed its audit of the Burbank-Glendale-Pasadena Airport Authority fiscal year 2023 financial statements. Enclosed with this staff report is a copy of the audited Basic Financial Statements for the fiscal years ended June 30, 2023 ("FY 2023") and 2022 ("FY 2022"). Also enclosed are copies of the audited Single Audit Reports (audit of federal grant programs), Passenger Facility Charge Compliance Report, Customer Facility Charge Compliance Report, Independent Auditor's Report on Compliance with Aspects of Contractual Agreements (bond compliance), and the Auditor's Required Communications to the Authority Regarding the FY 2023 Audits. At its special meeting on February 20, 2024, the Finance and Administration Committee voted unanimously to recommend that the Commission note and file these audit reports.
- e. AWARD OF MONTH-TO-MONTH LEASE – UNIFI AVIATION, LLC. A staff report is included in the agenda packet. At its special meeting on February 20, 2024, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve the proposed Month-to-Month Office Lease with Unifi Aviation, LLC.
- f. AUTHORIZATION TO ENGAGE RATING AGENCIES FOR REPLACEMENT PASSENGER TERMINAL PROJECT BONDS. A staff report is included in the agenda packet. At its special meeting on February 20, 2024, the Finance and Administration Committee voted unanimously (3–0) to recommend that the

Commission: (i) approve the engagement of S&P Global Ratings, Moody's Investors Services, and Fitch Ratings, Inc., for the assignment of bond credit ratings for the Replacement Passenger Terminal project bonds; and (ii) authorize the Executive Director to execute agreements for such engagements and for the maintenance of the ratings assignments through the term of the bonds.

- g. **APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT – POLYTECHNIQUE ENVIRONMENTAL, INC.** A staff report is included in the agenda packet. At its special meeting on February 20, 2024, the Legal, Government and Environmental Affairs Committee voted unanimously (3–0) to recommend that the Commission approve proposed Amendment No. 1 to the Professional Services Agreement with Polytechnique Environmental, Inc., for additional scope and cost of services for Level 2 Airport Carbon Accreditation support in the amount of \$4,930.
- h. **AWARD OF PROFESSIONAL SERVICES AGREEMENT – DATA REPORTING SYSTEM – AIRPORT WORKERS SCREENING PROGRAM.** A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval for the award of a Professional Services Agreement (“Agreement”) to JMA Strategy Group for development of a data reporting system to comply with Airport Workers Screening Program requirements imposed by the Transportation Security Administration, which initiated random checks effective September 2023. The proposed Agreement is for a three-year base term with two one-year extension options available to the Commission at its discretion. The Agreement has a not-to-exceed contract price of \$256,317.36 during the base term, with a first-year annual cost of \$105,510 and an annual cost of \$75,403.68 for the next two years.
- i. **AWARD OF CONTRACT – FLEET MAINTENANCE SERVICES AGREEMENT.** A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to award a Fleet Maintenance Services Agreement (“Agreement”) with Keolis Transit Services, LLC (“Keolis”) for a three-year period, with two one-year extension options. This Agreement is for time and materials services, with an expected first year total cost of approximately \$400,000 based on an average annual price of \$250,000 for labor and \$150,000 for parts (including a 15% markup on parts ordered through Keolis). Services received are to be billed monthly.
- j. **FEDERAL TRANSIT ADMINISTRATION RECIPIENT TITLE VI PROGRAM.** A staff report is included in the agenda packet. Subject to the recommendation of the Legal, Government and Environmental Affairs Committee at its meeting immediately preceding the Commission meeting, Staff seeks a recommendation to the Commission that it approve a Federal Transit Administration (“FTA”) Recipient Title VI Program. As a recipient of an FTA grant that was utilized in conjunction with the development of the Regional Intermodal Transportation Center, the Authority is required to submit this document to the Los Angeles County Metropolitan Transportation Authority, which is the administrator of the grant.

6. ITEMS FOR COMMISSION APPROVAL

- a. **APPROVAL OF TASK ORDER 5 AND APPROPRIATION OF OWNER'S CONTINGENCY FUNDS – REPLACEMENT PASSENGER TERMINAL PROJECT.** A staff report is included in the agenda packet. At its meeting on March 6, 2023, the Executive Committee voted unanimously (3-0) to recommend that the Commission approve issuance of a proposed Task Order 5 to Holder, Pankow, TEC - A Joint Venture in the amount of \$74,290,109 to fund the following Component Guaranteed Maximum Price ("CGMP") items related to the construction of the Replacement Passenger Terminal Project: 1) CGMP – 06, Terminal Building Mechanical, Electrical, and Special Systems (Pt2 – Team Approach Controls & Long Lead Equipment) \$16,088,114; 2) CGMP – 07, Terminal Structure (Pt2 – Balance of Trades) \$27,879,874; 3) CGMP – 08, Interior Public Art \$799,268; and CGMP – 09, Phase 2 Design Services \$29,522,853.

Additionally, the Committee voted unanimously to recommend that the Commission approve partial authorization of Owner's Contingency in the amount \$5 million.

- b. **CITIZEN'S ADVISORY COMMITTEE REESTABLISHMENT.** A staff report is included in the agenda packet. At its meeting on January 16, 2024, the Legal, Government and Environmental Affairs Committee voted unanimously (3-0) to recommend that the Commission adopt a resolution to modify the Citizen's Advisory Committee ("CAC") parameters set by Resolution No. 488 to reduce the CAC's membership to nine members representing the Cities of Burbank, Glendale, and Pasadena.

7. ITEMS FOR COMMISSION INFORMATION

- a. **AIRPORT POLICE OFFICER OF THE YEAR AWARD.** The Airport Police Department is proud to honor Officer Sean Toth as its 2024 Police Officer of the Year. Officer Toth demonstrates exceptional dedication and commitment to ensuring the safety and well-being of the Airport's customers, employees, and the traveling public while on duty. His tireless efforts uphold highest standards of law enforcement while enhancing the overall experience of those passing through Hollywood Burbank Airport and always carrying out his duties with a genuine smile and sincere willingness to help others. Officer Toth's compassion and empathy shine brightly in his interactions with passengers with special needs, including children with autism which has helped many families and individuals navigate the stress of traveling through an airport. With a career spanning nearly three decades in law enforcement, including tenures at Ventura County Sheriff Department and the Burbank Police Department, Officer Toth brings a wealth of expertise and professionalism to the Department and Airport family.
- b. **AIRPORT FIREFIGHTER OF THE YEAR AWARD.** For 2024, the Airport Fire Department is proud to honor Ramiro Jauregui as Firefighter of the Year. Firefighter Jauregui has selflessly helped out his fellow firefighters while continuing his efforts to earn certifications in hazardous materials, self-contained breathing apparatus, and active shooter-hostile event response. His efforts to earn these certifications are an asset to the Department and the Airport. He is able to impart this knowledge to his fellow firefighters with potentially large-scale casualty incidents. Firefighter Jauregui also conducts training instruction for bleed and control, cardiopulmonary resuscitation, and fire extinguisher training for the airport community at large. Lastly, his dedication to the department is unmatched, and is a trusted professional by his peers.

- c. FY 2024 MID-YEAR FINANCIAL PERFORMANCE UPDATE. Staff will update the Commission on the FY 2024 mid-year financial performance.

8. ITEMS FOR COMMISSION DISCUSSION

- a. REPLACEMENT PASSENGER TERMINAL PROGRAM ART IN PUBLIC PLACES REQUIREMENT EXTERIOR SCULPTURE UPDATE AND DIRECTION TO PROGRAM MANAGEMENT TEAM. The attached PowerPoint presentation will be presented by the Program Management Team.

Approved on March 6, 2024

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

MONDAY, JANUARY 24, 2024

A special meeting of the Burbank-Glendale-Pasadena Airport Authority Executive Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:08 a.m., by President Williams.

1. ROLL CALL

Present:	Commissioners Williams, Najarian, Talamantes
Absent:	None
Also Present:	Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Patrick Lammerding, Deputy Executive Director, Planning and Development
	Authority Counsel: Terence Boga, Esq. Richards, Watson & Gershon

2. Approval of Agenda

Motion	Commissioner Talamantes moved approval of the agenda; seconded by Commissioner Najarian.
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Motion Approved	The motion was approved (3–0).
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3. Public Comment

There were no public comments.

4. Approval of Minutes

a. December 6, 2023	Commissioner Najarian moved approval of the Committee minutes of the December 6, 2023 meeting, seconded by Commission Talamantes. There being no objection, the motion was approved (3–0).
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5. Items for Approval

a. Declaration of Intent to Use Bond Proceeds for Reimbursement of Project Expenditures Incurred Before Bond Issuance Pursuant to U.S. Treasury Regulations Section 1.150-2

Staff sought a recommendation from the Executive Committee to the Commission for the adoption of proposed Resolution No. 509 to declare the intent to reimburse for Replacement Passenger Terminal project expenditures incurred before bond issuance date.

Motion

Commissioner Najarian moved approval; seconded by Commissioner Talamantes.

Motion Approved

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

b. Approval of Task Order 4 Replacement Passenger Terminal Project

Staff sought a recommendation from the Executive Committee to the Commission to approve a proposed Task Order 4 for Holder Pankow Tec, a Joint Venture in the amount of \$55,750,716 to fund two items related to the construction of the Replacement Passenger Terminal project.

Component Guaranteed Maximum Price (“CGMP”):

- 1) CGMP – 04, Site Utilities \$13,249,50; and
- 2) CGMP – 05, Terminal Structure Steel \$43,501,209.

Motion

Commissioner Najarian moved approval; seconded by Commissioner Talamantes

Motion Approved

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

6. Items for Discussion

a. Commissioner Code of Conduct

The Committee discussed and gave direction to staff on a draft Code of Conduct to formally establish policies on appropriate conduct by Commissioners with the media and at Authority meetings.

7. Items for Information

a. Committee Pending Items

The Committee discussed future pending items that will come to the Committee for review.

8. Closed Session

The meeting convened to Closed Session at 9:36 a.m.

**a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(California Government Code Section 54957(b))**

Title: Executive Director

Meeting Reconvened to Open Session

The meeting reconvened to open session at 10:01 a.m.

Closed Session Report

There was nothing to report from Closed Session.

9. Adjournment

The meeting adjourned at 10:01 a.m.

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

JANUARY 16, 2024

A special 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 Gabel-Luddy.

1. ROLL CALL

Present:	Commissioners Gabel-Luddy, Najarian, and Williams (Arrived at 8:45 a.m.)
Absent:	None
Also Present:	Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director (arrived 8:33 a.m.); Maggie Martinez, Director, Noise and Environmental Affairs Terence R. Boga, Airport Authority Counsel; Richards, Watson, Gershon Eugene Reidel, Vice President, Harris Miller Miller and Hanson

2. Approval of Agenda	Commissioner Najarian moved approval of the agenda; seconded by Commissioner Gabel-Luddy. The agenda was approved (2-0, 1 absent).
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3. Public Comment	There were no public comments.
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4. Approval of Minutes

a. December 18, 2023	Commissioner Najarian moved approval of the December 18, 2023, Committee meeting minutes; seconded by Commissioner Gabel-Luddy. There being no objection, the motion was approved (2-0, 1 absent).
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5. Items for Approval

a. Comment Letter on Draft Environmental Assessment for Proposed Hollywood Burbank Airport Departure Procedure Amendment	Staff sought a recommendation from the Legal, Government and Environmental Affairs Committee to the Commission for the authorization to send the Federal Aviation Administration ("FAA") a comment letter signed by President Williams on the Draft Environmental Assessment ("EA") for proposed
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Hollywood Burbank Airport departure procedure amendments. This comment letter reiterates the Commission's longstanding recommendation that, to the extent possible consistent with public safety, the FAA reinstate the historical flight procedures and flight patterns for aircraft operators at the Airport.

Motion

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

Motion Approved

There being no objection, the motion was approved (2-0, 1 absent).

The Committee took a 5-minute recess to allow time for Commissioner Williams to arrive at the meeting. The meeting resumed at 8:45 a.m.

6. Items for Discussion

a. Preliminary Discussion of Request for a Citizens Advisory Committee Agenda Item

Staff sought direction from the Committee on Commissioner Najarian's request for an agenda item to modify the Citizen's Advisory Committee ("CAC") parameters set by Resolution No. 488.

The Committee voted to modify the CAC Parameters to its membership, Section 4(A) of Resolution No. 488 as follows; the CAC will be a 9-member body comprised of three members from each of the Cities of Burbank, Glendale, Pasadena. The resolution sets other parameters including that the CAC will become active upon the Commission's appointment of members, and that the CAC will dissolve once the Authority submits an updated Noise Exposure Map and Noise Compatibility Program to the FAA.

Motion

Commissioner Najarian moved approval; seconded by Commissioner Williams.

Motion Approved

There being no objection, the motion was approved (3-0).

7. Items for Information

a. Sustainable Aviation Fuel Update

This item was deferred to the next Committee meeting due to time constraints.

b. Committee Pending Items

This item was deferred to the next Committee meeting due to time constraints.

8. Adjournment

There being no further business, the meeting was adjourned at 9:01 a.m.

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

TUESDAY, JANUARY 16, 2024

A special meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 11:01 a.m., by Commissioner Ovrom.

1. ROLL CALL

Present: Commissioners Wilson, Quintero and Ovrom

Absent: None

Also Present: Staff: Frank Miller, Executive Director; 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. Geoff Wheeler, Ricondo & Associates

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

The agenda was approved as presented.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was approved (3–0).

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. November 18, 2023

A draft copy of the minutes of the meeting of December 18, 2023, were included in the agenda packet for review and approval.

Motion

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

Motion Approved

The minutes were unanimously approved (3–0).

6. Treasurer's Report

a. October 2023

A copy of the October 2023 Treasurer's Report was included in the agenda packet for the Committee's review.

Motion

Commissioner Ovrom moved approval to recommend that the Commission note and file this report; seconded by Commissioner Quintero.

Motion approved

The motion was approved (3–0).

7. Items for Approval

a. Proposed Resolution No. 508 Adopting the 2024 Authority Investment Policy

Staff presented to the Committee for recommendation to the Commission to adopt proposed Resolution No. 508 approving the 2024 Authority Investment Policy.

MOTION

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

MOTION APPROVED

The motion was approved unanimously (3–0).

b. Amendment No. 3 to Airport Use Agreement Avelo Airlines, Inc.

Staff presented to the Committee for recommendation for approval by the Commission an Amendment No. 3 to Airport Use Agreement ("AUA") with Avelo Airlines, Inc. ("Avelo"), for the reduction of 368 square feet of exclusive use space.

Avelo leases approximately 1,133 sq.ft. of exclusive space for office and storage space for its airline operation.

In November 2023, Avelo notified the Authority of their desire to return 290 sq.ft. of office space and 78 sq.ft. of ramp storage space.

The proposed Amendment reduces revenue by \$6,670 per year for the return of 290 sq.ft. of office space and \$681.72 per year for the return of 78 sq.ft. of ramp storage space.

MOTION

Commissioner Quintero moved approval; seconded by Commissioner Ovrom

MOTION APPROVED

The motion was approved unanimously (3–0).

8. Items for Discussion

a. Replacement Passenger Terminal – Plan of Finance Update

Geoff Wheeler of Ricondo & Associates provided a presentation on the estimated airline cost per enplanement as it pertains to the Replacement Passenger Terminal Project.

9. Items for Information

a. Committee Pending Items

Staff updated the Committee on upcoming agenda items.

10. Adjournment

There being no further business to discuss, the meeting was adjourned at 11:37 a.m.

**MINUTES OF THE SPECIAL MEETING OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

TUESDAY, FEBRUARY 20, 2024

A special meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:06 a.m., by President Williams.

1. ROLL CALL

Present: Commissioners Williams, Najarian,
Talamantes, Hampton (arrived 9:15 a.m.)
Gabel-Luddy, Ovrom, Wilson, Quintero

Absent: Commissioner Devine

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive
Director; Patrick Lammerding, Deputy
Executive Director, Planning and
Development; Pamela Marcello, Senior
Director, Government and Public Affairs

2. PLEDGE OF ALLEGIANCE

Commissioner Wilson led the Pledge of Allegiance.

The next item was inadvertently taken out of order.

4. PUBLIC COMMENT

(Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)

There were no public comments.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

MOTION

Commissioner Gabel-Luddy moved approval of the agenda; seconded by Commissioner Wilson.

MOTION APPROVED

The motion was approved (7–0, 2 absent).

AYES: Williams, Najarian, Talamantes,
Gabel-Luddy, Ovrom, Wilson,
Quintero

NOES: None

ABSENT: Commissioners Devine and
Hampton

5. CONSENT CALENDAR

(Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)

a. Committee Minutes (For Note and File)

1) Executive Committee

(i) December 6, 2023

Approved minutes of the December 6, 2023, Executive Committee meeting were included in the agenda packet for information purposes.

2) Operations and Development Committee

(ii) December 18, 2023

Approved minutes of the December 18, 2023, Executive Committee meeting were included in the agenda packet for information purposes.

3) Legal, Government and Environmental Affairs Committee

(i) December 18, 2023

Approved minutes of the December 18, 2023, Legal, Government and Environmental Affairs Committee were included in the agenda packet for information purposes.

4) Finance and Administration Committee

(i) December 18, 2023

Approved minutes of the December 18, 2023, Finance and Administration Committee were included in the agenda packet for information purposes.

b. Commission Minutes (For Approval)

1) January 16, 2024

A copy of the draft minutes of the January 16, 2024, Commission meeting were included in the agenda packet for review and approval.

c. Treasurer's Report

1) October 2023

At its meeting on January 16, 2024, the Finance and Administration Committee reviewed the October 2023 Treasurer's Report and voted unanimously (3–0) to accept the report and recommend to the Commission for note and file.

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| <p>d. Proposed Resolution No. 508 Adopting the 2024 Authority Investment Policy</p> | <p>Staff presented to the Commission for approval proposed Resolution No. 508 Adopting the 2024 Authority Investment Policy.</p> <p>At its special meeting on January 16, 2024, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission adopt Resolution No. 508 adopting the 2024 Authority Investment Policy.</p> |
| <p>e. Amendment No. 3 to Airport Use Agreement – Avelo Airlines, Inc.</p> | <p>At its special meeting on January 16, 2024, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve Amendment No. 3 to the Airport Use Agreement with Avelo Airlines for the reduction of 368 sq. ft. of exclusive use space.</p> <p>The Amendment reduces revenue by \$6,670 per year for the return of 290 sq. ft. of office space and \$681.72 per year for the return of 78 sq. ft. of ramp storage space.</p> |
| <p>f. Declaration of Intent to Use Bond Proceeds for Reimbursement of Project Expenditures Incurred Before Bond Issuance Pursuant to U.S. Treasury Regulations Section 1.150-2</p> | <p>At its special meeting on January 24, 2024, the Executive Committee voted unanimously (3–0) to recommend that the Commission adopt Resolution No. 509 to declare the intent to reimburse for Replacement Passenger Terminal project expenditures incurred before bond issuance date.</p> <p>The Authority plans to sell bonds to finance the cost for the RPT project. The current plan of finance anticipates the issuance of bonds in the second quarter of 2024, but the Authority may incur project expenditures before then.</p> |
| <p>g. Award of Professional Services Agreement Data Reporting System – Airport Workers Screening Program</p> | <p><i>This item was deferred to be discussed at the next regularly scheduled Commission meeting.</i></p> |
| <p>h. Modification of Travel Authorization for Meeting with Vinci Airports and Attendance at Passenger Terminal Expo and Conference</p> | <p>Staff presented for Commission approval a modification of the travel authorization approved for the Commission President to attend the Passenger Terminal Expo and Conference being held in Frankfurt, Germany from April 16-18, 2024. The proposed modification will allow the President to meet with Vinci Airport, parent company of TBI Airport Management and tour Lisbon</p> |

International Airport, which is operated by Vinci under a management contract.

i. Letter of Opposition to California Air Resources Board

This item was pulled by Commissioner Ovrom for discussion under Item No. 8.

Commissioner Gabel-Luddy requested a correction of Item 5.d. for Resolution No. 508 to reflect language which includes reference to the Replacement Passenger Terminal as the reason for the change in the Investment Policy this year.

MOTION

Commissioner Quintero moved approval of the Consent Calendar with the amendment to Section 1, 5.d. seconded by Commissioner Ovrom.

MOTION APPROVED

The motion was approved (7–0, 2 absent).

AYES: Williams, Najarian, Talamantes, Gabel-Luddy, Wilson, Ovrom, Quintero

NOES: NONE

ABSENT: Commissioners Devine and Hampton

6. ITEMS FOR COMMISSION APPROVAL

a. Approval of Task Order 4 Replacement Passenger Terminal Project

At its special meeting on January 24, 2024, the Executive Committee voted unanimously (3–0) to recommend that the Commission approve Task Order 4 for Holder Pankow Tec, a Joint Venture in the amount of ."CGMP-04, Site Utilities \$13,249,507 and CMPG-05, Terminal Structure Steel \$42,501,209.

MOTION

Commissioner Wilson moved approval; seconded by Commissioner Hampton.

MOTION APPROVED

The motion was approved (8–0, 1 absent)

AYES: Williams, Najarian, Talamantes, Hampton, Gabel-Luddy, Quintero, Wilson, Hampton

NOES: NONE

ABSENT: Commissioners Devine

7. ITEMS PULLED FROM CONSENT CALENDAR

i. Letter of Opposition to California Air Resources Board

Staff presented for Commission approval a comment letter of opposition to the California Air Resources Board regarding a proposed amendment to the Low Carbon Fuel Standard to modify the existing exemption for jet fuel.

After discussion, Staff was directed to make certain revisions to the letter prior to it being signed by President Williams.

MOTION

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

MOTION APPROVED

The motion was approved (7–0, 1 absent, 1 abstention).

AYES: Williams, Najarian, Talamantes, Hampton, Gabel-Luddy, Wilson, Quintero

NOES: None

ABSENT: Commissioner Devine

ABSTAINED: Commissioner Ovrom

8. EXECUTIVE DIRECTOR COMMENTS

The Executive Director congratulated the Commission on the successful groundbreaking ceremony for the Replacement Passenger Terminal which was held on January 25, 2024.

The Executive Director also informed the Commission that the Airport has had over 6 million passengers since 2023, making 2023 the record year for passenger traffic.

9. COMMISSIONER COMMENTS (Commissioners may make a brief announcement, report on their activities, and request an agenda item for a future meeting.)

Commissioner Najarian congratulated Staff on their role in organizing the successful groundbreaking for the Replacement Passenger Terminal.

Commissioner Gabel-Luddy requested Staff to consider placing a statue of Amelia Earhart on the grounds of the Replacement Passenger Terminal.

Commissioner Talamantes suggested Staff consider reaching out to the entertainment

industry for ideas regarding the Replacement Passenger Terminal.

Commissioner Williams congratulated the Marketing Department on its role in covering the successful groundbreaking for the Replacement Passenger Terminal.

10. PUBLIC COMMENT

There were no public comments.

11. ADJOURNMENT

The meeting was adjourned at 11:55 a.m.

Felicia Williams, President

Jess Talamantes, Secretary

Date

Date



March 18, 2024

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505

Dear Commissioners:

The attached report, covering the month of November 2023, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six month period following the date of the attached report.

Sincerely,

[To be signed]

Tyron Hampton
Treasurer

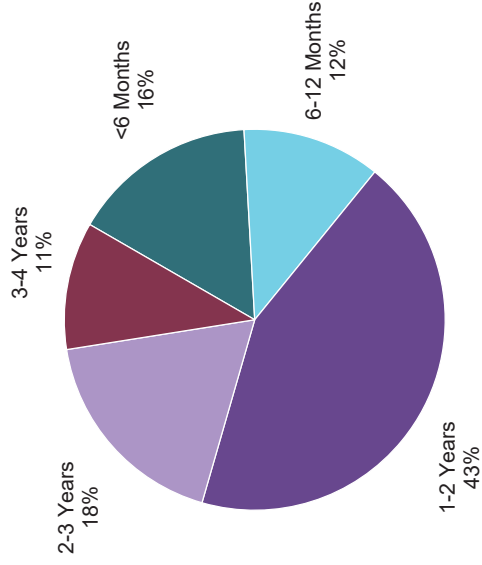
Attachments

Operating Portfolio investment guidelines conformance

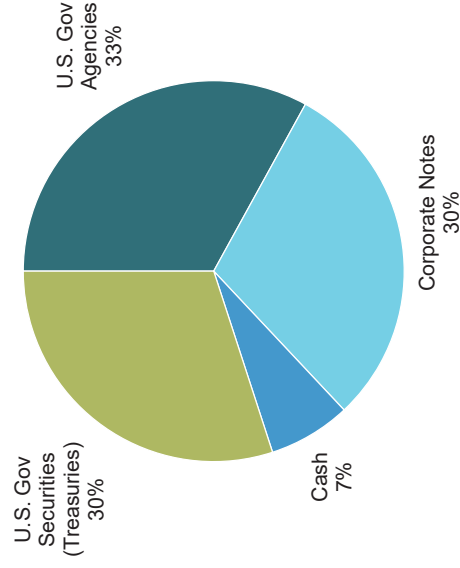
As of November 30, 2023

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	3.03 Years	70%	33%
Corporate Notes	5 Years	3.88 Years	30%	30%
LAIF	N/A	N/A	\$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	7%
U.S. Gov Securities (Treasuries)	5 Years	3.58 Years	No limit	30%

Maturity distribution



Sector allocation



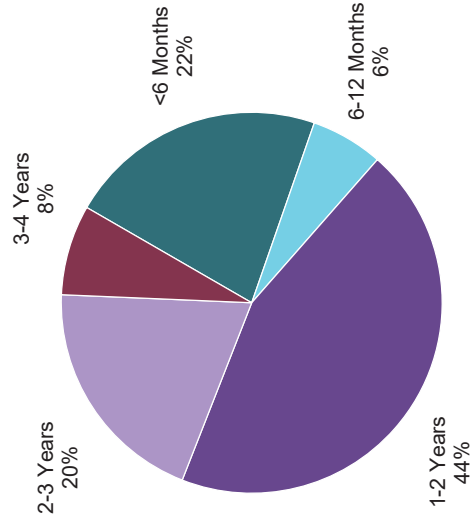
Source: Aladdin
There is no guarantee that the investment objective will be achieved or that return expectations will be met.

PFC Portfolio investment guidelines conformance

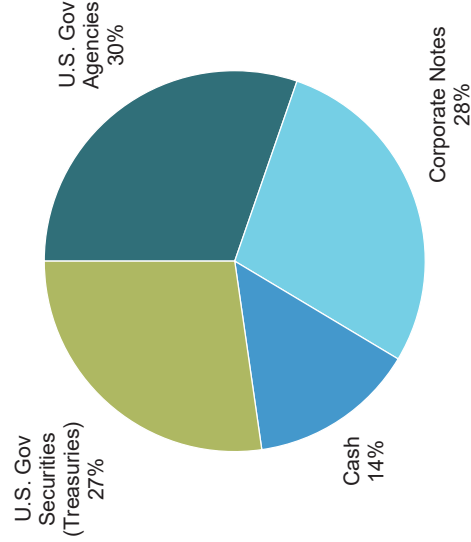
As of November 30, 2023

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	3.03 Years	70%	30%
Corporate Notes	5 Years	3.88 Years	30%	28%
LAIF	N/A	N/A	\$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	14%
U.S. Gov Securities (Treasuries)	5 Years	3.58 Years	No limit	27%

Maturity distribution



Sector allocation



Source: Aladdin
There is no guarantee that the investment objective will be achieved or that return expectations will be met.

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 11/30/23

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
11/30/23	Dreyfus Treasury	BAX9MM47	0.000	11/30/23	11/30/23	\$ 17,137,885	\$ 17,137,885	100.00	\$ 17,137,885	\$ -	5.40%	0	7.08%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	01/22/24	2,300,000	2,271,572	98.67	2,269,323	(2,249)	6.21%	53	0.94%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	2,250,000	2,321,258	99.70	2,243,267	(77,991)	5.63%	54	0.93%
03/03/22	Truist Financial Corp	89788MAF9	5.320	06/09/25	01/31/24	2,100,000	2,089,173	98.01	2,058,167	(31,006)	7.27%	62	0.85%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	02/04/24	2,625,000	2,344,402	90.71	2,381,185	36,783	5.76%	66	0.98%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	1,750,000	1,882,594	99.60	1,742,931	(139,663)	5.61%	74	0.72%
02/24/22	3M Co	88579YBE0	5.930	02/14/24	02/14/24	1,625,000	1,628,055	99.98	1,624,700	(3,355)	6.01%	76	0.67%
12/10/21	Treasury Note	91282CBM2	0.130	02/15/24	02/15/24	5,500,000	5,355,021	98.93	5,441,348	86,327	5.28%	77	2.25%
06/27/23	FHLB	3130ARHG9	2.130	02/28/24	02/28/24	3,850,000	3,766,506	99.18	3,818,241	51,735	5.52%	90	1.58%
04/10/21	Melife Inc	59156RBH0	3.600	04/10/24	04/10/24	1,750,000	1,897,945	99.22	1,736,296	(161,649)	5.78%	132	0.72%
06/22/20	Comcast Corporation	20030NCR0	3.700	04/15/24	04/15/24	1,800,000	1,972,081	99.27	1,786,834	(185,247)	5.67%	137	0.74%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	04/18/24	2,300,000	2,354,302	100.80	2,318,357	(35,945)	6.17%	140	0.96%
03/16/21	Bank Of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	2,000,000	2,144,538	98.97	1,979,352	(165,186)	5.70%	167	0.82%
01/18/22	Target Corporation	87612EBD7	3.500	07/01/24	07/01/24	1,750,000	1,831,278	98.87	1,730,261	(101,017)	5.48%	214	0.72%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	1,900,000	2,025,714	98.39	1,869,415	(156,299)	5.43%	239	0.77%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	1,600,000	1,646,699	97.84	1,565,456	(81,243)	5.44%	259	0.65%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	13,000,000	13,567,227	97.49	12,673,984	(893,243)	5.33%	275	5.24%
05/20/21	United Parcel Service	911312BT2	2.200	09/01/24	09/01/24	1,571,000	1,637,949	97.49	1,531,629	(106,320)	5.64%	276	0.63%
06/20/23	FFCB	3133EPDE2	5.380	09/09/24	09/09/24	6,500,000	6,511,850	99.98	6,498,519	(13,331)	5.39%	284	2.69%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	2,000,000	2,150,631	97.85	1,957,018	(193,613)	5.74%	335	0.81%
01/27/22	FHLB	3130A3GE8	2.750	12/13/24	12/13/24	2,200,000	2,281,046	97.56	2,146,240	(134,806)	5.20%	379	0.89%
01/27/22	Treasury Note	91282CDN8	1.000	12/15/24	12/15/24	2,000,000	1,977,266	95.80	1,915,938	(61,328)	5.20%	381	0.79%
06/25/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	1,450,000	1,518,887	96.45	1,398,468	(120,419)	5.61%	381	0.58%
01/06/22	FFCB	3133ENKS8	1.130	01/06/25	01/06/25	1,540,000	1,536,535	95.70	1,473,834	(62,701)	5.19%	403	0.61%
12/10/21	Federal National Mortgage Assoc	3135GQX24	1.630	01/07/25	01/07/25	1,500,000	1,527,600	96.32	1,444,791	(82,809)	5.10%	404	0.60%
05/11/22	Apple Inc	03783DF4	2.750	01/13/25	01/13/25	1,700,000	1,691,920	97.57	1,658,699	(33,221)	5.01%	410	0.69%
03/29/21	US Bank NA/Cincinnati	90331HPL1	2.050	01/21/25	01/21/25	2,000,000	2,069,895	96.16	1,923,298	(146,597)	5.56%	418	0.79%
09/15/22	Merck & Co Inc	58933YAR6	2.750	02/10/25	02/10/25	1,825,000	1,770,464	97.28	1,775,385	4,921	5.12%	438	0.73%
10/01/20	FHLMC Reference Note	3137EAEF0	1.500	02/12/25	02/12/25	7,000,000	7,082,816	95.87	6,711,216	(371,600)	5.09%	440	2.77%
03/04/22	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,750,000	1,753,833	95.90	1,678,287	(75,546)	5.21%	453	0.69%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	1,825,000	1,939,204	97.09	1,771,953	(167,251)	5.10%	462	0.73%
08/05/20	FHLB	3130A4CH3	2.380	03/14/25	03/14/25	250,000	273,060	96.56	241,394	(31,666)	5.17%	470	0.10%
08/05/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	1,875,000	2,048,908	97.20	1,822,520	(226,388)	5.42%	471	0.75%
05/12/20	Intel Corp	458140BP4	3.400	03/25/25	03/25/25	1,000,000	1,106,180	97.67	976,684	(129,496)	5.25%	481	0.40%

Burbank-Glendale-Pasadena Airport Authority - Operating Account Statement of Investments As of 11/30/23														
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value	
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	2,300,000	2,287,242	94.21	2,166,852	(120,390)	5.04%	487	0.90%	
05/05/20	Florida Power & Light Company	341081FZ5	2.850	04/01/25	04/01/25	1,000,000	1,086,930	96.93	969,306	(17,624)	5.26%	488	0.40%	
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	250,000	274,895	97.56	243,891	(31,004)	5.16%	488	0.10%	
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	7,000,000	7,032,434	94.15	6,590,159	(442,275)	4.97%	501	2.72%	
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	1,800,000	1,770,312	96.91	1,744,468	(25,844)	5.05%	502	0.72%	
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	9,500,000	9,317,379	94.18	8,947,194	(370,185)	5.00%	509	3.70%	
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	1,800,000	1,801,335	97.62	1,757,157	(44,178)	5.12%	530	0.73%	
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	1,400,000	1,514,257	97.74	1,368,297	(145,960)	5.13%	532	0.57%	
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	1,700,000	1,751,887	97.62	1,659,618	(92,269)	5.15%	537	0.69%	
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	2,000,000	1,956,882	93.93	1,878,690	(78,192)	5.07%	545	0.78%	
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	1,400,000	1,388,338	97.99	1,371,838	(16,500)	4.87%	563	0.57%	
08/05/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	10,000,000	9,874,566	93.00	9,300,391	(574,175)	4.89%	578	3.84%	
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	5,000,000	4,843,262	97.11	4,855,469	12,207	4.87%	593	2.01%	
11/19/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	625,000	690,233	97.71	610,691	(79,542)	5.15%	607	0.25%	
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	2,000,000	2,225,136	97.27	1,945,421	(279,715)	5.23%	627	0.80%	
09/25/20	FNMA Benchmark Note	3135G05X7	0.375	08/25/25	08/25/25	3,500,000	3,493,350	92.69	3,244,046	(249,304)	4.82%	634	1.34%	
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	1,375,000	1,360,702	97.49	1,340,524	(20,178)	5.16%	641	0.55%	
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	1,900,000	1,899,060	98.42	1,869,944	(29,116)	4.99%	648	0.77%	
09/29/22	FFCB	3133ENP95	4.250	09/30/25	09/30/25	7,000,000	6,978,380	98.88	6,921,617	(56,763)	4.89%	670	2.86%	
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	12,000,000	11,848,980	92.20	11,063,691	(785,289)	4.77%	708	4.57%	
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	1,784,000	1,840,277	97.49	1,739,258	(101,019)	4.80%	777	0.72%	
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,750,000	1,582,610	91.52	1,601,600	18,990	4.88%	790	0.66%	
12/23/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	10,000,000	9,073,164	91.32	9,132,031	58,867	4.60%	821	3.77%	
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	3,900,000	3,541,043	91.67	3,574,980	33,937	4.89%	826	1.48%	
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	1,975,000	1,990,956	92.00	1,817,070	(173,886)	5.27%	831	0.75%	
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	7,250,000	7,189,318	98.66	7,152,712	(36,606)	4.75%	834	2.96%	
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	1,500,000	1,470,312	96.70	1,450,487	(19,825)	5.27%	853	0.60%	
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	1,625,000	1,672,301	94.20	1,530,712	(141,589)	5.18%	883	0.63%	
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,761	92.98	929,754	(122,007)	4.59%	1016	0.38%	
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	1,225,000	1,140,325	92.86	1,137,499	(2,826)	5.02%	1020	0.47%	
03/01/23	PepsiCo Inc	713448DN5	2.380	10/06/26	10/06/26	1,100,000	1,012,440	93.89	1,032,763	20,323	4.69%	1041	0.43%	
02/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	10,000,000	9,353,945	93.26	9,325,781	(28,164)	4.46%	1081	3.85%	
06/28/23	Duke Energy Carolinas	26442CAS3	2.950	12/01/26	12/01/26	1,000,000	944,820	94.61	946,069	1,249	4.90%	1097	0.39%	
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	3,800,000	3,910,845	93.19	3,541,309	(369,536)	4.56%	1107	1.46%	

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 11/30/23

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	10,000,000	8,842,265	88.34	8,833,594	(8,671)	4.43%	1217	3.65%
05/11/23	Chevron Corp	166764BX7	2.300	05/11/27	05/11/27	2,000,000	1,844,151	91.55	1,831,020	(13,131)	4.68%	1258	0.76%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	10,000,000	8,761,015	87.19	8,718,749	(42,266)	4.40%	1308	3.60%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	2,000,000	1,863,019	93.30	1,866,010	2,991	4.87%	1415	0.77%
	Subtotal					\$ 248,682,885	\$ 245,594,421		\$ 237,313,537	\$ (8,280,884)	5.08%	554	98.07%
	Local Agency Investment Fund (LAIF)					4,744,724	4,744,724	98.63	4,679,758	(64,966)	3.84%	244	1.93%
	Subtotal					\$ 253,427,609	\$ 250,339,145		\$ 241,993,295	\$ (8,345,850)	4.68%	548	100.00%
	Operating Bank Balance						10,583,967						
	TOTAL						\$ 260,923,112						

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Purchases - Maturities - Sales
As of 11/30/23

[illegible]

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
03/16/20	Treasury Note	9128285P1	2.875	11/30/23	\$ 3,200,000.00	108.72155	\$ 3,479,089.75	\$ (279,089.75)
TOTAL MATURITIES						\$ 3,200,000.00	\$ 3,479,089.75	\$ (279,089.75)

SALES / REDEMPTIONS / DELIVERS

[illegible]

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
11/01/23-11/30/23

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME										
Treasury Note	NOTE	2.875	11/30/23	38,710.38	46,000.00	-	-	7,289.62	-	7,289.62
Citibank NA	NOTE	3.650	01/23/24	22,356.25	-	-	29,200.00	6,843.75	(1,508.54)	5,335.21
IBM Corp	NOTE	3.625	02/12/24	13,921.01	-	-	19,207.47	5,286.46	(3,947.44)	1,339.02
3M Co	NOTE	5.930	02/14/24	21,148.93	24,629.13	-	4,557.55	8,037.75	(142.98)	7,894.77
Treasury Note	NOTE	0.130	02/15/24	1,457.20	-	-	2,017.66	560.46	16,693.50	17,253.96
FHLB	NOTE	2.130	02/28/24	14,317.19	-	-	21,134.90	6,817.71	10,436.81	17,254.52
Mellife Inc	NOTE	3.600	04/10/24	3,675.00	-	-	8,925.00	5,250.00	(4,306.21)	943.79
Comcast Corporation	NOTE	3.700	04/15/24	2,960.00	-	-	8,510.00	5,550.00	(3,917.51)	1,632.49
Bank Of New York Mellon Corp	NOTE	3.400	05/15/24	31,355.56	34,000.00	-	3,022.22	5,666.66	(4,010.27)	1,656.39
Target Corporation	NOTE	3.500	07/01/24	20,416.67	-	-	25,520.83	5,104.16	(2,754.44)	2,349.72
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	14,540.28	-	-	19,131.94	4,591.66	(2,860.90)	1,730.76
Honeywell International Inc	NOTE	2.300	08/15/24	7,768.89	-	-	10,835.56	3,066.67	(920.81)	2,145.86
Treasury Note	NOTE	1.875	08/31/24	41,517.86	-	-	61,607.14	20,089.28	(14,707.69)	5,381.59
United Parcel Service	NOTE	2.200	09/01/24	5,760.33	-	-	8,640.50	2,880.17	(1,779.13)	1,101.04
FFCB	NOTE	5.380	09/09/24	50,465.28	-	-	79,579.86	29,114.58	(811.65)	28,302.93
PNC Funding Corp	NOTE	3.300	10/30/24	183.33	-	-	5,683.33	5,500.00	(3,534.55)	1,965.45
FHLB	NOTE	2.750	12/13/24	23,191.67	-	-	28,233.33	5,041.66	(2,349.15)	2,692.51
Treasury Note	NOTE	1.000	12/15/24	7,595.63	-	-	9,234.97	1,639.34	648.32	2,287.66
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	11,229.44	-	-	13,706.53	2,477.09	(1,336.93)	1,140.16
FFCB	NOTE	1.130	01/06/25	5,534.38	-	-	6,978.13	1,443.75	96.70	1,540.45
Federal National Mortgage Assoc	NOTE	1.630	01/07/25	7,718.75	-	-	9,750.00	2,031.25	(750.00)	1,281.25
Apple Inc	NOTE	2.750	01/13/25	14,025.00	-	-	17,920.83	3,895.83	252.50	4,148.33
US Bank NA/Cincinnati	NOTE	2.050	01/21/25	11,388.89	-	-	14,805.56	3,416.67	(1,582.58)	1,834.09
Merck & Co Inc	NOTE	2.750	02/10/25	11,292.19	-	-	15,474.48	4,182.29	1,900.21	6,082.50
FHLMC Reference Note	NOTE	1.500	02/12/25	23,041.67	-	-	31,791.67	8,750.00	(2,042.08)	6,707.92
FFCB	NOTE	1.750	02/25/25	5,614.58	-	-	8,166.57	2,551.99	(107.65)	2,444.34
Exxon Mobil Corp	NOTE	2.709	03/06/25	7,553.22	-	-	11,673.16	4,119.94	(2,315.40)	1,804.54
FHLB	NOTE	2.380	03/14/25	775.17	-	-	1,269.97	494.80	(417.25)	77.55
Ace InA Holdings Inc	NOTE	3.150	03/15/25	7,546.88	-	-	12,468.75	4,921.87	(3,304.31)	1,617.56
Intel Corp	NOTE	3.400	03/25/25	3,400.00	-	-	6,233.33	2,833.33	(1,810.58)	1,022.75
Treasury Note	NOTE	0.050	03/31/25	1,005.46	-	-	1,948.09	942.63	299.71	1,242.34
Florida Power & Light Company	NOTE	2.850	04/01/25	2,375.00	-	-	4,750.00	2,375.00	(1,471.36)	903.64
General Dynamics Corporation	NOTE	3.250	04/01/25	677.08	-	-	1,354.17	677.09	(502.51)	174.58

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
11/01/23-11/30/23

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Federal Home Loan Banks	NOTE	0.500	04/14/25	1,652.78	-	-	4,569.44	2,916.66	(603.36)	2,313.30
Home Depot Inc	NOTE	2.700	04/15/25	2,160.00	-	-	6,210.00	4,050.00	874.48	4,924.48
FNMA	NOTE	0.630	04/22/25	1,484.38	-	-	6,432.29	4,947.91	5,075.00	10,022.91
Caterpillar Financial Services	NOTE	3.400	05/13/25	28,560.00	30,600.00	-	3,060.00	5,100.00	(22.84)	5,077.16
General Dynamics Corporation	NOTE	3.500	05/15/25	22,594.44	24,500.00	-	2,177.78	4,083.34	(2,327.83)	1,755.51
Qualcomm Incorporated	NOTE	3.450	05/20/25	26,229.58	29,325.00	-	1,792.08	4,887.50	(1,297.51)	3,589.99
Pfizer Inc	NOTE	0.800	05/28/25	6,800.00	8,000.00	-	133.33	1,333.33	1,121.44	2,454.77
Truist Financial Corp	NOTE	5.320	06/09/25	18,676.77	-	-	28,768.55	10,091.78	447.05	10,538.83
Cisco Systems Inc	NOTE	3.500	06/15/25	18,511.11	-	-	22,594.44	4,083.33	338.12	4,421.45
Treasury Note	NOTE	0.250	06/30/25	8,423.91	-	-	10,461.96	2,038.05	4,112.09	6,150.14
Treasury Note	NOTE	3.000	07/15/25	44,429.35	-	-	56,657.61	12,228.26	5,072.82	17,301.08
Intel Corp	NOTE	3.700	07/29/25	5,909.72	-	-	7,836.81	1,927.09	(1,231.79)	695.30
State Street Corporation	NOTE	3.550	08/18/25	14,397.22	-	-	20,313.89	5,916.67	(3,993.26)	1,923.41
FNMA Benchmark Note	NOTE	0.375	08/25/25	2,406.25	-	-	3,500.00	1,093.75	112.90	1,206.65
Burlington Northern Santa Fe LLC	NOTE	3.650	09/01/25	8,364.58	-	-	12,546.88	4,182.30	379.08	4,561.38
John Deere Capital Corp	NOTE	4.050	09/08/25	11,328.75	-	-	17,741.25	6,412.50	46.39	6,458.89
FFCB	NOTE	4.250	09/30/25	25,618.06	-	-	50,409.72	24,791.66	606.26	25,397.92
FNMA Benchmark Note	NOTE	0.500	11/07/25	29,000.00	30,000.00	-	4,000.00	5,000.00	3,189.17	8,189.17
Lockheed Martin Corporation	NOTE	3.550	01/15/26	18,647.76	-	-	23,925.42	5,277.66	(979.50)	4,298.16
FHLB	NOTE	0.700	01/28/26	3,164.58	-	-	4,185.42	1,020.84	4,615.53	5,636.37
Treasury Note	NOTE	0.500	02/28/26	8,516.48	-	-	12,637.36	4,120.88	26,869.80	30,990.68
FHLB	NOTE	0.960	03/05/26	5,824.00	-	-	8,944.00	3,120.00	9,572.19	12,692.19
Prudential Financial Inc	NOTE	1.500	03/10/26	4,196.88	-	-	6,665.63	2,468.75	(185.28)	2,283.47
FHLB	NOTE	4.130	03/13/26	39,875.00	-	-	64,796.88	24,921.88	1,651.97	26,573.85
Loews Corporation	NOTE	3.750	04/01/26	4,687.50	-	-	9,375.00	4,687.50	873.02	5,560.52
Sierra Pacific Power	NOTE	2.600	05/01/26	-	-	-	3,520.83	3,520.83	(841.90)	2,678.93
Bank of America Corp	NOTE	4.830	07/22/26	30,530.78	-	-	39,782.53	9,251.75	728.81	9,980.56
FHLB	NOTE	1.880	09/11/26	2,604.17	-	-	4,166.67	1,562.50	(864.12)	698.38
Public Service Electric And Gas	NOTE	2.250	09/15/26	3,521.88	-	-	5,818.75	2,296.87	2,122.83	4,419.70
Pepsico Inc	NOTE	2.380	10/06/26	1,814.24	-	-	3,991.32	2,177.08	2,031.55	4,208.63
Morgan Stanley	NOTE	6.140	10/16/26	5,882.25	-	-	17,646.75	11,764.50	(1,273.91)	10,490.59
Treasury Note	NOTE	2.000	11/15/26	92,391.30	100,000.00	-	8,791.21	16,399.91	14,683.84	31,083.75
Duke Energy Carolinas	NOTE	2.950	12/01/26	12,291.67	14,750.00	-	-	2,458.33	1,344.76	3,803.09
FHLB	NOTE	2.130	12/11/26	31,402.78	-	-	38,131.94	6,729.16	(1,881.94)	4,847.22

Burbank-Glendale-Pasadena Airport Authority - Operating Account Earnings Report 11/01/23-11/30/23										
Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
JP Morgan Chase & CO	NOTE	1.040	02/04/27	6,597.50	-	-	8,872.50	2,275.00	6,078.65	8,353.65
Treasury Note	NOTE	0.630	03/31/27	5,464.48	-	-	10,587.43	5,122.95	23,655.22	28,778.17
Chevron Corp	NOTE	2.300	05/11/27	18,841.67	19,950.00	-	2,216.67	3,325.00	3,299.45	6,624.45
Treasury Note	NOTE	0.500	06/30/27	16,847.83	-	-	20,923.91	4,076.08	24,244.03	28,320.11
Unitedhealth Group Inc	NOTE	2.950	10/15/27	2,622.22	-	-	7,538.89	4,916.67	2,527.50	7,444.17
Subtotal				\$ 1,026,791.04	\$ 361,754.13	\$ -	\$ 1,065,058.64	\$ 400,021.73	\$ 97,306.54	\$ 497,328.27
CASH EQUIVALENTS										
Dreyfus Treasury				-	55,603.04	-	-	55,603.04	-	55,603.04
Subtotal				\$ -	\$ 55,603.04	\$ -	\$ -	\$ 55,603.04	\$ -	\$ 55,603.04
LAIF										
Local Agency Investment Fund				30,167.50	-	-	53,050.90	22,883.40	-	22,883.40
TOTAL				\$ 1,056,958.54	\$ 417,357.17	\$ -	\$ 1,118,109.54	\$ 478,508.17	\$ 97,306.54	\$ 575,814.71

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 11/30/23

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
11/30/23	Dreyfus Trsy Sec CM Investor	09248U718	0.000	11/30/23	11/30/23	\$ 8,188,662	\$ 8,188,662	100.00	\$ 8,188,662	\$ -	5.40%	0	14.38%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	01/22/24	495,000	490,179	98.67	488,398	(1,781)	6.21%	53	0.86%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	550,000	557,000	99.70	548,354	(8,646)	5.63%	54	0.96%
03/03/22	Truist Financial Corp	89788MAF9	2.280	06/09/25	01/31/24	500,000	497,792	98.01	490,040	(7,752)	7.27%	62	0.86%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	02/04/24	600,000	533,574	90.71	544,271	10,697	5.76%	66	0.96%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	410,000	441,862	99.60	408,344	(33,518)	5.61%	74	0.72%
02/24/22	3M Co	88579BE0	1.710	02/14/24	02/14/24	375,000	375,705	99.98	374,931	(774)	6.01%	76	0.66%
04/30/21	Treasury Note	91282CBM2	0.125	02/15/24	02/15/24	1,750,000	1,737,221	98.93	1,731,338	(5,883)	5.28%	77	3.04%
04/26/21	MelLife Inc	59156RBH0	3.600	04/10/24	04/10/24	425,000	460,084	99.22	421,672	(38,412)	5.78%	132	0.74%
09/25/20	Comcast Corporation	20030NCR0	3.700	04/15/24	04/15/24	425,000	465,452	99.27	421,891	(43,561)	5.67%	137	0.74%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	04/18/24	525,000	538,418	100.80	529,190	(9,228)	6.17%	140	0.93%
03/16/21	Bank Of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	475,000	510,244	98.97	470,096	(40,148)	5.70%	167	0.83%
01/18/22	Target Corporation	87612EBD7	3.500	07/01/24	07/01/24	425,000	446,008	98.87	420,206	(25,802)	5.48%	214	0.74%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	450,000	480,768	98.39	442,756	(38,012)	5.43%	239	0.78%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	390,000	399,138	97.84	381,580	(17,558)	5.44%	259	0.67%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	1,600,000	1,669,813	97.49	1,559,875	(109,938)	5.33%	275	2.74%
05/20/21	United Parcel Service	911312BT2	2.200	09/01/24	09/01/24	374,000	391,124	97.49	364,627	(26,497)	5.64%	276	0.64%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	325,000	345,449	97.85	318,015	(27,434)	5.74%	335	0.56%
09/24/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	350,000	368,382	96.45	337,561	(30,821)	5.61%	381	0.59%
01/06/22	FFCB	3133ENKS8	1.130	01/06/25	01/06/25	460,000	458,965	95.70	440,236	(18,729)	5.19%	403	0.77%
12/10/21	Federal National Mortgage Assoc	3135G0X24	1.630	01/07/25	01/07/25	1,750,000	1,782,200	96.32	1,685,590	(96,610)	5.10%	404	2.96%
05/11/22	Apple Inc	037833DF4	2.750	01/13/25	01/13/25	425,000	422,980	97.57	414,675	(8,305)	5.01%	410	0.73%
02/17/22	US Bank NA/Cincinnati	90331HPL1	2.050	01/21/25	01/21/25	475,000	475,751	96.16	456,783	(18,968)	5.56%	418	0.80%
09/15/22	Merck & Co Inc	58933VAR6	2.750	02/10/25	02/10/25	434,000	421,031	97.28	422,201	1,170	5.12%	438	0.74%
01/06/22	FHLMC Reference Note	3137EAE0	1.500	02/12/25	02/12/25	1,750,000	1,765,705	95.87	1,677,804	(87,901)	5.09%	440	2.95%
03/04/22	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,250,000	1,252,738	95.90	1,198,776	(53,962)	5.21%	453	2.10%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	450,000	474,519	97.09	436,920	(37,599)	5.10%	462	0.77%
11/03/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	435,000	474,791	97.20	422,825	(51,966)	5.42%	471	0.74%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	1,600,000	1,591,125	94.21	1,507,375	(83,750)	5.04%	487	2.65%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	50,000	54,979	97.56	48,778	(6,201)	5.16%	488	0.09%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	1,450,000	1,453,984	94.15	1,365,104	(88,880)	4.97%	501	2.40%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	425,000	418,714	96.91	411,888	(6,826)	5.05%	502	0.72%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	1,225,000	1,190,032	94.18	1,153,717	(36,315)	5.00%	509	2.03%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	425,000	426,632	97.62	414,884	(11,748)	5.12%	530	0.73%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 11/30/23

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	350,000	380,073	97.74	342,074	(37,999)	5.13%	532	0.60%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	400,000	412,594	97.62	390,498	(22,096)	5.15%	537	0.69%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	475,000	466,704	93.93	446,189	(20,515)	5.07%	545	0.78%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	400,000	397,604	97.99	391,954	(5,650)	4.87%	563	0.69%
09/01/22	Treasury Note	91282CEU1	2.875	06/15/25	06/15/25	1,600,000	1,571,813	97.02	1,552,250	(19,563)	4.91%	563	2.73%
11/17/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	1,750,000	1,710,434	93.00	1,627,568	(82,866)	4.89%	578	2.86%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	1,200,000	1,162,125	97.11	1,165,313	3,188	4.87%	593	2.05%
09/25/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	400,000	447,035	97.71	390,842	(56,193)	5.15%	607	0.69%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	475,000	531,317	97.27	462,038	(69,279)	5.23%	627	0.81%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	325,000	322,095	97.49	316,851	(5,244)	5.16%	641	0.56%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	425,000	425,519	98.42	418,277	(7,242)	4.99%	648	0.73%
10/11/22	FFCB	3133ENP95	4.250	09/30/25	09/30/25	1,000,000	995,940	98.88	988,802	(7,138)	4.89%	670	1.74%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	3,155,000	3,140,117	92.20	2,908,829	(231,288)	4.77%	708	5.11%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	415,000	432,814	97.49	404,592	(28,222)	4.80%	777	0.71%
01/19/23	FLHB	3130AKQX7	0.700	01/28/26	01/28/26	1,050,000	949,566	91.52	960,960	11,394	4.88%	790	1.69%
12/06/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	1,400,000	1,269,855	91.32	1,278,484	8,629	4.60%	821	2.24%
06/20/23	FFCB	3133EPCF0	4.500	03/02/26	03/02/26	2,000,000	2,003,788	99.44	1,988,863	(14,925)	4.76%	823	3.49%
01/19/23	FLHB	3130ALHH0	0.960	03/05/26	03/05/26	900,000	817,164	91.67	824,995	7,831	4.89%	826	1.45%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	450,000	455,338	92.00	414,016	(41,322)	5.27%	831	0.73%
02/17/23	FLHB	3130AUU36	4.130	03/13/26	03/13/26	1,250,000	1,239,538	98.66	1,233,226	(6,312)	4.75%	834	2.17%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	300,000	294,711	96.70	290,097	(4,614)	5.27%	853	0.51%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	375,000	389,284	94.20	353,241	(36,043)	5.18%	883	0.62%
09/13/21	FLHB	3130A8XY4	1.880	09/11/26	09/11/26	300,000	315,528	92.98	278,926	(36,602)	4.59%	1016	0.49%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	300,000	279,264	92.86	278,571	(693)	5.02%	1020	0.49%
03/01/23	Pepsico Inc	713448DN5	2.380	10/06/26	10/06/26	450,000	414,179	93.89	422,494	8,315	4.69%	1041	0.74%
05/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	2,100,000	1,986,468	93.26	1,958,414	(28,054)	4.46%	1081	3.44%
01/13/22	FLHB	3130A9YY1	2.130	12/11/26	12/11/26	700,000	720,418	93.19	652,346	(68,072)	4.56%	1107	1.15%
01/31/23	Treasury Note	912828ZE3	0.630	03/01/27	03/01/27	2,250,000	1,984,481	88.34	1,987,560	3,079	4.43%	1187	3.49%
05/11/23	Chevron Corp	166764BX7	2.000	05/11/27	05/11/27	475,000	442,085	91.55	434,869	(7,216)	4.68%	1258	0.76%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	1,000,000	875,741	87.19	871,876	(3,865)	4.40%	1308	1.53%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	450,000	416,654	93.30	419,853	3,199	4.87%	1415	0.74%
		Subtotal				\$ 59,356,662	\$ 58,811,267		\$ 56,954,231	\$ (1,857,036)	5.10%	511	100.00%
		PFC Bank Balance					14,322,804						

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 11/30/23

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
TOTAL													
										\$ 73,134,071			

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Purchases - Maturities - Sales
As of 11/30/23

[illegible]

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
11/01/23-11/30/23

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME										
Treasury Note	NOTE	2.875	11/30/23	9,677.60	11,500.00	-	-	1,822.40	-	1,822.40
Citibank NA	NOTE	3.650	01/23/24	5,464.86	-	-	7,137.78	1,672.92	(104.45)	1,568.47
IBM Corp	NOTE	3.625	02/12/24	3,261.49	-	-	4,500.03	1,238.54	(980.71)	257.83
Treasury Note	NOTE	0.125	02/15/24	463.65	-	-	641.98	178.33	436.08	614.41
3M Co	NOTE	1.710	02/14/24	4,880.52	5,683.65	-	1,051.74	1,854.87	(33.00)	1,821.87
Metlife Inc	NOTE	3.600	04/10/24	892.50	-	-	2,167.50	1,275.00	(1,031.18)	243.82
Comcast Corporation	NOTE	3.700	04/15/24	698.89	-	-	2,009.31	1,310.42	(1,025.64)	284.78
Bank Of New York Mellon Corp	NOTE	3.400	05/15/24	7,446.94	8,075.00	-	717.78	1,345.84	(988.67)	357.17
Target Corporation	NOTE	3.500	07/01/24	4,958.33	-	-	6,197.92	1,239.59	(719.16)	520.43
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	3,443.75	-	-	4,531.25	1,087.50	(734.97)	352.53
Honeywell International Inc	NOTE	2.300	08/15/24	1,893.67	-	-	2,641.17	747.50	(194.99)	552.51
Treasury Note	NOTE	1.875	08/31/24	5,109.89	-	-	7,582.42	2,472.53	(1,810.18)	662.35
United Parcel Service	NOTE	2.200	09/01/24	1,371.33	-	-	2,057.00	685.67	(478.18)	207.49
PNC Funding Corp	NOTE	3.300	10/30/24	29.79	-	-	923.54	893.75	(359.06)	534.69
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	2,710.56	-	-	3,308.47	597.91	(377.41)	220.50
FFCB	NOTE	1.130	01/06/25	1,653.13	-	-	2,084.38	431.25	28.88	460.13
Federal National Mortgage Assoc	NOTE	1.630	01/07/25	9,005.21	-	-	11,375.00	2,369.79	(875.00)	1,494.79
Apple Inc	NOTE	2.750	01/13/25	3,506.25	-	-	4,480.21	973.96	63.13	1,037.09
US Bank NA/Cincinnati	NOTE	2.050	01/21/25	2,704.86	-	-	3,516.32	811.46	(21.46)	790.00
Merck & Co Inc	NOTE	2.750	02/10/25	2,685.38	-	-	3,679.96	994.58	451.89	1,446.47
FHLMC Reference Note	NOTE	1.500	02/12/25	5,760.42	-	-	7,947.92	2,187.50	(423.98)	1,763.52
FFCB	NOTE	1.750	02/25/25	4,010.42	-	-	5,833.33	1,822.91	(76.90)	1,746.01
Exxon Mobil Corp	NOTE	2.709	03/06/25	1,862.44	-	-	2,878.31	1,015.87	(476.78)	539.09
Ace InA Holdings Inc	NOTE	3.150	03/15/25	1,750.88	-	-	2,892.75	1,141.87	(796.61)	345.26
Treasury Note	NOTE	0.050	03/31/25	699.45	-	-	1,355.19	655.74	208.50	864.24
General Dynamics Corporation	NOTE	3.250	04/01/25	135.42	-	-	270.83	135.41	(100.50)	34.91
Federal Home Loan Banks	NOTE	0.500	04/14/25	342.36	-	-	946.53	604.17	(74.30)	529.87
Home Depot Inc	NOTE	2.700	04/15/25	510.00	-	-	1,466.25	956.25	178.07	1,134.32
FNMA	NOTE	0.630	04/22/25	191.41	-	-	829.43	638.02	1,029.98	1,668.00
Caterpillar Financial Services	NOTE	3.400	05/13/25	6,743.33	7,225.00	-	722.50	1,204.17	(46.43)	1,157.74
General Dynamics Corporation	NOTE	3.500	05/15/25	5,648.61	6,125.00	-	544.44	1,020.83	(635.58)	385.25
Qualcomm Incorporated	NOTE	3.450	05/20/25	6,171.67	6,900.00	-	421.67	1,150.00	(318.41)	831.59
Pfizer Inc	NOTE	0.800	05/28/25	1,615.00	1,900.00	-	31.67	316.67	204.10	520.77

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
11/01/23-11/30/23

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Truist Financial Corp	NOTE	2.280	06/09/25	4,446.85	-	-	6,849.65	2,402.80	92.54	2,495.34
Cisco Systems Inc	NOTE	3.500	06/15/25	5,288.89	-	-	6,455.56	1,166.67	66.68	1,233.35
Treasury Note	NOTE	2.875	06/15/25	17,469.95	-	-	21,240.44	3,770.49	831.49	4,601.98
Treasury Note	NOTE	0.250	06/30/25	1,474.18	-	-	1,830.84	356.66	903.55	1,260.21
Treasury Note	NOTE	3.000	07/15/25	10,663.04	-	-	13,597.83	2,934.79	1,118.36	4,053.15
Intel Corp	NOTE	3.700	07/29/25	3,782.22	-	-	5,015.56	1,233.34	(837.37)	395.97
State Street Corporation	NOTE	3.550	08/18/25	3,419.34	-	-	4,824.55	1,405.21	(1,012.80)	392.41
Burlington Northern Santa Fe LLC	NOTE	3.650	09/01/25	1,977.08	-	-	2,965.63	988.55	75.47	1,064.02
John Deere Capital Corp	NOTE	4.050	09/08/25	2,534.06	-	-	3,968.44	1,434.38	(14.46)	1,419.92
FFCB	NOTE	4.250	09/30/25	3,659.72	-	-	7,201.39	3,541.67	114.04	3,655.71
FNMA Benchmark Note	NOTE	0.500	11/07/25	7,624.58	7,887.50	-	1,051.67	1,314.59	311.02	1,625.61
Lockheed Martin Corporation	NOTE	3.550	01/15/26	4,337.90	-	-	5,565.61	1,227.71	(343.47)	884.24
FHLB	NOTE	0.700	01/28/26	1,898.75	-	-	2,511.25	612.50	2,769.32	3,381.82
Treasury Note	NOTE	0.500	02/28/26	1,192.31	-	-	1,769.23	576.92	3,611.00	4,187.92
FFCB	NOTE	4.500	03/02/26	14,750.00	-	-	22,250.00	7,500.00	(117.03)	7,382.97
FHLB	NOTE	0.960	03/05/26	1,344.00	-	-	2,064.00	720.00	2,208.97	2,928.97
Prudential Financial Inc	NOTE	1.500	03/10/26	956.25	-	-	1,518.75	562.50	(98.18)	464.32
FHLB	NOTE	4.130	03/13/26	6,875.00	-	-	11,171.88	4,296.88	284.82	4,581.70
Loews Corporation	NOTE	3.750	04/01/26	937.50	-	-	1,875.00	937.50	153.75	1,091.25
Sierra Pacific Power	NOTE	2.600	05/01/26	-	-	-	812.50	812.50	(264.67)	547.83
Bank of America Corp	NOTE	4.830	07/22/26	6,570.75	-	-	8,561.89	1,991.14	117.99	2,109.13
FHLB	NOTE	1.880	09/11/26	781.25	-	-	1,250.00	468.75	(259.24)	209.51
Public Service Electric And Gas	NOTE	2.250	09/15/26	862.50	-	-	1,425.00	562.50	519.84	1,082.34
Pepsico Inc	NOTE	2.380	10/06/26	742.19	-	-	1,632.81	890.62	831.09	1,721.71
Morgan Stanley	NOTE	6.140	10/16/26	1,342.69	-	-	4,028.06	2,685.37	(312.24)	2,373.13
Treasury Note	NOTE	2.000	11/15/26	19,402.17	21,000.00	-	1,846.15	3,443.98	2,650.54	6,094.52
FHLB	NOTE	2.130	12/11/26	5,784.72	-	-	7,024.31	1,239.59	(346.67)	892.92
JP Morgan Chase & CO	NOTE	1.040	02/04/27	1,508.00	-	-	2,028.00	520.00	1,377.18	1,897.18
Treasury Note	NOTE	0.630	03/01/27	1,229.51	-	-	2,382.17	1,152.66	5,243.93	6,396.59
Chevron Corp	NOTE	2.000	05/11/27	4,474.90	4,738.13	-	526.46	789.69	688.84	1,478.53
Treasury Note	NOTE	0.500	06/30/27	1,684.78	-	-	2,092.39	407.61	2,378.90	2,786.51
Unitedhealth Group Inc	NOTE	2.950	10/15/27	590.00	-	-	1,696.25	1,106.25	596.16	1,702.41
Subtotal				\$ 246,905.09	\$ 81,034.28	\$ -	\$ 255,777.85	\$ 89,907.04	\$ 13,256.43	\$ 103,163.47

Burbank-Glendale-Pasadena Airport Authority - PFC Account										
Earnings Report										
11/01/23-11/30/23										
Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
CASH EQUIVALENTS Dreyfus Trsy Sec CM Investor				-	30,453.85	-	-	30,453.85	-	30,453.85
	Subtotal			\$ -	\$ 30,453.85	\$ -	\$ -	\$ 30,453.85	\$ -	\$ 30,453.85
	TOTAL			\$ 246,905.09	\$ 111,488.13	\$ -	\$ 255,777.85	\$ 120,360.89	\$ 13,256.43	\$ 133,617.32

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2023 & 2022

November 2023									
Monthly Performance					Fiscal YTD Performance (July 2023 - November 2023)				
A	B	C	D	E	F	G	H	I	J
Actual \$ Nov 2023	Budget Nov 2023	Actual \$ Prior Year Nov 2022	Note	Variance Actual Vs. Budget	Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
OPERATING ACTIVITY									
CASH RECEIPTS FROM OPERATIONS									
1	\$382,000	\$420,333	(2)	(\$38,333)	\$2,026,678	\$2,150,167	\$2,291,092	(2)	(\$123,489)
2	2,448,651	2,411,336	(3)	37,315	12,906,936	12,178,197	13,355,121	(3)	728,739
3	1,406,350	1,351,203	(4)	55,147	7,336,667	6,888,384	7,447,696	(4)	448,283
4	1,439,914	1,367,389	(5)	72,525	6,892,094	6,836,946	6,697,272	(5)	55,148
5	363,234	302,417	(6)	60,817	1,651,760	1,546,834	1,565,812	(6)	104,926
6	122,289	88,834	(7)	33,455	515,769	454,418	776,035	(7)	61,351
7	138,267	454,167	(8)	(315,900)	2,181,321	2,270,835	2,208,735	(8)	(89,514)
8	\$6,300,705	\$6,395,679	(1)	(\$94,974)	\$33,511,225	\$32,325,781	\$34,341,763	(1)	\$1,185,444
CASH DISBURSEMENTS FROM OPERATIONS									
9	(\$192,069)	(\$128,763)	(10)	(\$63,306)	(\$603,397)	(\$650,546)	(\$443,742)	(10)	\$47,149
10	(426,241)	(404,933)	(11)	(21,308)	(2,084,822)	(2,053,714)	(1,714,906)	(11)	(31,108)
11	(2,651,253)	(3,051,226)	(12)	399,973	(12,583,144)	(13,567,199)	(12,675,883)	(12)	984,055
12	(316,491)	(544,200)	(13)	227,709	(3,642,795)	(4,506,000)	(2,828,996)	(13)	863,205
13	(742,562)	(654,908)	(14)	(87,654)	(2,889,403)	(3,278,341)	(2,996,616)	(14)	388,938
14	(7,241)	(116,428)	(15)	109,187	(509,688)	(582,140)	(347,095)	(15)	72,452
15	(380,625)	(380,625)	(16)	0	(1,903,125)	(1,903,125)	(1,901,875)	(16)	0
16	0	0	(16)	0	(1,578,858)	(1,558,768)	(1,611,637)	(16)	(20,090)
17	(\$4,716,482)	(\$5,281,083)	(9)	\$564,601	(\$25,795,232)	(\$28,099,833)	(\$24,520,750)	(9)	\$2,304,601
18	\$1,584,223	\$1,114,596		\$469,627	\$7,715,993	\$4,225,948	\$9,821,013		\$3,490,045
FACILITY IMPROVEMENT TRANSACTIONS									
CASH DISBURSEMENTS									
19	\$0	\$0	(17)	\$0	\$0	(\$100,000)	\$0	(17)	\$100,000
20	(169,458)	(196,683)	(18)	27,225	(3,381,256)	(1,336,015)	(1,483,392)	(18)	(2,045,241)
21	(\$169,458)	(\$196,683)		\$27,225	(\$3,381,256)	(\$1,436,015)	(\$1,483,392)		(\$1,945,241)
22	\$0	\$0	(17)	\$0	\$0	\$80,590	\$0	(17)	(\$80,590)
23	0	0	(19)	\$0	142,738	0	113,340	(19)	142,738
24	0	0	(20)	\$0	535,041	19,410	2,032,061	(20)	515,631
25	0	0	(21)	\$0	0	250,000	0	(21)	(250,000)
26	\$0	\$0		\$0	\$677,779	\$350,000	\$2,145,401		\$327,779
27	(\$169,458)	(\$196,683)		\$27,225	(\$2,703,477)	(\$1,086,015)	\$662,009		(\$1,617,462)
FEDERAL RELIEF GRANT FUNDS									
28	\$0	\$0	(22)	\$0	\$733,646	\$0	\$1,095,114	(22)	\$733,646
29	\$1,414,765	\$917,913		\$496,852	\$5,746,162	\$3,139,933	\$11,578,136		\$2,606,229

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2023 & 2022

	Monthly Performance					November 2023					Fiscal YTD Performance (July 2023 - November 2023)				
	A	B	C	D	E	F	G	H	I	J					
Actual \$ Nov 2023	Budget Nov 2023	Actual \$ Prior Year Nov 2022	Note	Variance Actual Vs. Budget	Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget						
29	<u>NET INCREASE (DECREASE) IN CASH FROM OPERATIONS</u>										\$5,746,162	\$3,139,933	\$11,578,136	\$2,606,229	
	<u>REPLACEMENT PASSENGER TERMINAL PROJECT</u>														
	<u>CASH DISBURSEMENTS</u>														
30	Replacement Passenger Terminal Project Costs ¹										(\$24,527,117)	(\$22,053,037)	(1,465,011)	(23)	(\$2,474,080)
	<u>NET INCREASE (DECREASE) IN CASH - TOTAL</u>														
31	\$676,199	(\$3,743,582)	\$3,735,792		\$4,419,781	(\$18,780,955)	(\$18,913,104)	\$10,113,125		\$132,149					

Note 1 - Due to timing of invoices and payments thereof, the cash to budget analysis may not fully reflect current status of the project. Reimbursement pending for eligible expenditures from awarded BIL grants and FAA approved use of PFC fees (design costs).

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2023 & 2022

General Comments

The Schedule of Cash Receipts and Disbursements ("Schedule") represents the cash basis activity for the month and fiscal year-to-date ("FYTD") compared to the allocation of the annual adopted budget.

The Schedule consists of two sections: Operating Activity and Facility Improvement Transactions. Receipts are shown as positive amounts and disbursements as negative amounts. Favorable budget variances are shown as positive amounts and unfavorable variances as negative amounts. Because this Schedule is on a cash basis, cash timing differences may contribute to budget variances.

The Operating Activity receipts include charges for services (parking, landing fees and concessions), tenant rents, fuel flowage fees, other revenues and investment receipts. The Operating Activity disbursements include costs of services, materials, contracts, personnel and debt service.

Facility Improvement Transactions represent the activity for the Authority's capital program, which consists of Other Facility Improvement Program Projects and the Noise Mitigation Program.

FY 2024 Replacement Passenger Terminal ("RPT") Project expenditures are programmed to be initially funded through the Bipartisan Infrastructure Law grants and commercial paper program ("CP") pending issuance of the construction financing scheduled for late spring of 2024. In addition, design costs are programmed to be funded through FAA-approved use of Passenger Facility Charge ("PFC") fees.

The FY 2024 Non-RPT Capital Program expenditures are primarily funded through the following sources:

- FAA-approved PFC program receipts/reserves;
- Grants; and
- Operating Revenues

The notes below provide additional information regarding the performance results detailed in the "Schedule of Cash Receipts and Disbursements."

A Supplemental Schedule of Cash Receipts and Disbursements reflecting the activities related to the 2012 Bond debt service for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

FY 2024 projected operational activity has been based essentially flat to FY 2023 levels. The Authority's Adopted FY 2024 budget is based on the following quarterly activity assumptions to reflect seasonal fluctuations:

- Q1 (July - September): 1,620,000 (represents 27% of total)
- Q2 (October - December): 1,560,000 (represents 26% of total)
- Q3 (January - March): 1,200,000 (represents 20% of total)
- Q4 (April - June): 1,620,000 (represents 27% of total)

Passengers decreased by 1.73% FYTD November when compared to the same period in FY 2023, and unfavorable to the budget assumption by 0.23%. However, overall financial performance FYTD November remains positive to the budget.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2023 & 2022

NOTE (1) – Cash Receipts from Operations

Cash receipts from operations exceed the budget in FYTD November. On an accrual basis, operating revenues exceed the budget in FYTD November by \$1,796,694. See notes 2 through 8 for additional information regarding operating receipts.

NOTE (2) – Landing/Fuel Fees

Landing Fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of \$0.05 a gallon to non-signatory air carriers for fuel loaded at BUR. On an accrual basis, Landing Fees combined with Fuel Flowage Fees exceed the budget by \$6,245 FYTD November.

NOTE (3) – Parking Fees

Parking fee revenues performed slightly above the budget forecast. Accrual basis Parking Fees exceed the budget by \$449,862 FYTD November.

NOTE (4) – Rental/Concession Receipts - Terminal Building

Terminal Building rental/concession receipts exceed the budget FYTD November partially due to the timing of receipts. Accrual basis Terminal Building rents/concessions exceed the budget by \$282,228 FYTD November.

NOTE (5) – Rental Receipts - Other Buildings

Other Buildings rental receipts exceed the budget FYTD November partially due to the timing of receipts. Accrual basis Other Building rents are \$66,588 above budget expectations FYTD November due to CPI adjustments.

NOTE (6) – Ground Transportation

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation receipts are under budget by \$12,347 FYTD November.

NOTE (7) – Other Receipts

FYTD November Other Receipts consist primarily of ground handling and airfield access fees. Accrual basis Other Receipts are \$162,025 ahead of budget FYTD November.

NOTE (8) – Investment Receipts - Treasurer

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes, the timing of coupon payments and individual investment maturities. Accrual basis investment income exceeds the budget by \$842,093 FYTD November.

NOTE (9) – Cash Disbursements from Operations

Overall operating disbursements on a cash basis and accrual basis are favorably under the budget FYTD November. See additional information on operating disbursement in notes 10 through 16.

NOTE (10) – Administrative Supplies & Costs

This line item includes office supplies, printing, postage and delivery, office equipment service and lease, recruiting, membership, uniform, Commission meeting, conference and training costs.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2023 & 2022

NOTE (11) – Operating Supplies & Maintenance

This line item includes utilities, fuel, general repairs and maintenance, landscaping, supplies and telephone costs.

NOTE (12) – Contractual Operating Costs

This line item includes various contractual operating costs such as ARFF services, janitorial services, systems and vehicle repair, parking operations and the TBI Airport Management contract costs.

NOTE (13) – Contractual Professional Services

This line item includes various professional services such as legal, auditing, noise, financial and insurance.

NOTE (14) – Wages and Benefits

Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the impact of the terms of the Memorandum of Understanding effective February 2023. Wages and Benefits include overtime for film location services which are recovered through the related film revenue.

NOTE (15) – Other Operating Costs

This line item primarily includes public relations/advertising, air service retention, and license/permit fees.

NOTE (16) – Parking Tax

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. The next remittance, covering the months of October, November, and December 2023, is due January 2024.

NOTE (17) – Noise Mitigation Program

FAA Grants are budgeted to partially fund the multi-year Part 150 Update project. A RFP for the Part 150 Update was issued in 3rd Quarter of FY 2023 and a contract is scheduled for award in 3rd Quarter of FY 2024.

NOTE (18) – Other Facility Improvement Program Projects

Other Facility Improvement Program Project costs on a cash basis exceed the budget FYTD November primarily due to payments of FY 2023 costs for the completion of the Airfield Lighting Vault replacement and the development of Parking Lot F, and expenditures related to the Common Use Passenger Processing System ("CUPPS") upgrade, which is to be fully reimbursed by the airlines over a 12-month period.

NOTE (19) – FAA Grants – Facility Improvement Program Projects

FAA Grants are budgeted to partially fund a new ARFF vehicle.

NOTE (20) – Passenger Facility Charge Receipts/Reserves

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the completion of the Runway 8 PAPI relocation, Runway and Taxiway Shoulder Rehabilitation, a new ARFF vehicle, and the Part 150 Update project.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2023 & 2022

NOTE (21) – Customer Facility Charge Reserves

The Regional Intermodal Transportation Center ("RITC") Art in Public Places capital project is budgeted to be funded by Customer Facility Charge Reserves.

NOTE (22) – Federal Relief Grant Funds

All available non-concessionaire awarded federal relief funds were utilized towards FY 2023 bond debt service and personnel costs. The remaining concessionaire relief funds (\$2,560,425) apply only as direct payments to qualifying concessionaires and will be utilized once approved by the FAA.

NOTE (23) – Replacement Passenger Terminal Project

The Authority programmed appropriations in the amount of \$158,579,049 for development of the multi-year RPT program. RPT costs on a cash basis exceeds the budget FYTD November by \$1,465,011 primarily due to the timing of payments. The majority of cash expenditures for FYTD November are related to Holder, Pankow, TEC JV (\$19,376,883).

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
REGIONAL INTERMODAL TRANSPORTATION CENTER / CONSOLIDATED RENTAL CAR FACILITY PAYMENTS AND COLLECTIONS
MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2023 & 2022

November 2023									
Monthly Performance					Fiscal YTD Performance (July 2023 - November 2023)				
A	B	C	D	E	F	G	H	I	J
Actual \$ Nov 2023	Budget Nov 2023	Actual \$ Prior Year Nov 2022	Note	Variance Actual Vs. Budget	Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
35	\$389,719	\$383,333	\$466,879 (1)	\$6,386	Customer Facility Charge Receipts	\$2,076,692	\$1,916,665	\$2,196,912 (1)	\$160,027
36	0	0	0 (2)	0	Federal Relief Grant Funds - 2012 Bond Debt Service	859,449	0	1,426,999 (2)	859,449
37	104,114	102,703	116,631 (3)	1,411	Facility Rent	525,449	513,515	430,278 (3)	11,934
38	(486,036)	(486,036)	(486,324)	0	Payments to Bond Trustee for 2012 Bond Debt Service	(2,430,180)	(2,430,180)	(2,431,621)	0
39	\$7,797	\$0	\$97,186 (4)	\$7,797		\$1,031,410	\$0	\$1,622,568 (4)	\$1,031,410

General Comments

The debt service on the 2012 Revenue Bonds and the repayment to the Authority of the loans to the Rent-A-Car Companies ("RACs") is payable from Customer Facility Charges ("CFCs") and Facility Rents. Under the terms of the Bond Indenture, as amended, all CFCs collected subsequent to July 1, 2014 are remitted to the Bond Trustee for the 2012 Bond debt service.

On July 1, 2014, the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the respective Rent-A-Car Companies became effective, including the collection of Facility Rent.

Note (1) – Customer Facility Charge ("CFC") Receipts

CFCs of \$6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service.

Note (2) – Federal Relief Grant Funds

All available awarded federal relief funds were utilized towards FY 2023 Bond debt service costs and no further drawdowns will be applied to FY 2024 debt service.

Note (3) – Facility Rent

Facility Rent receipts may be applied to the 2012 Bond debt service or other allowable uses.

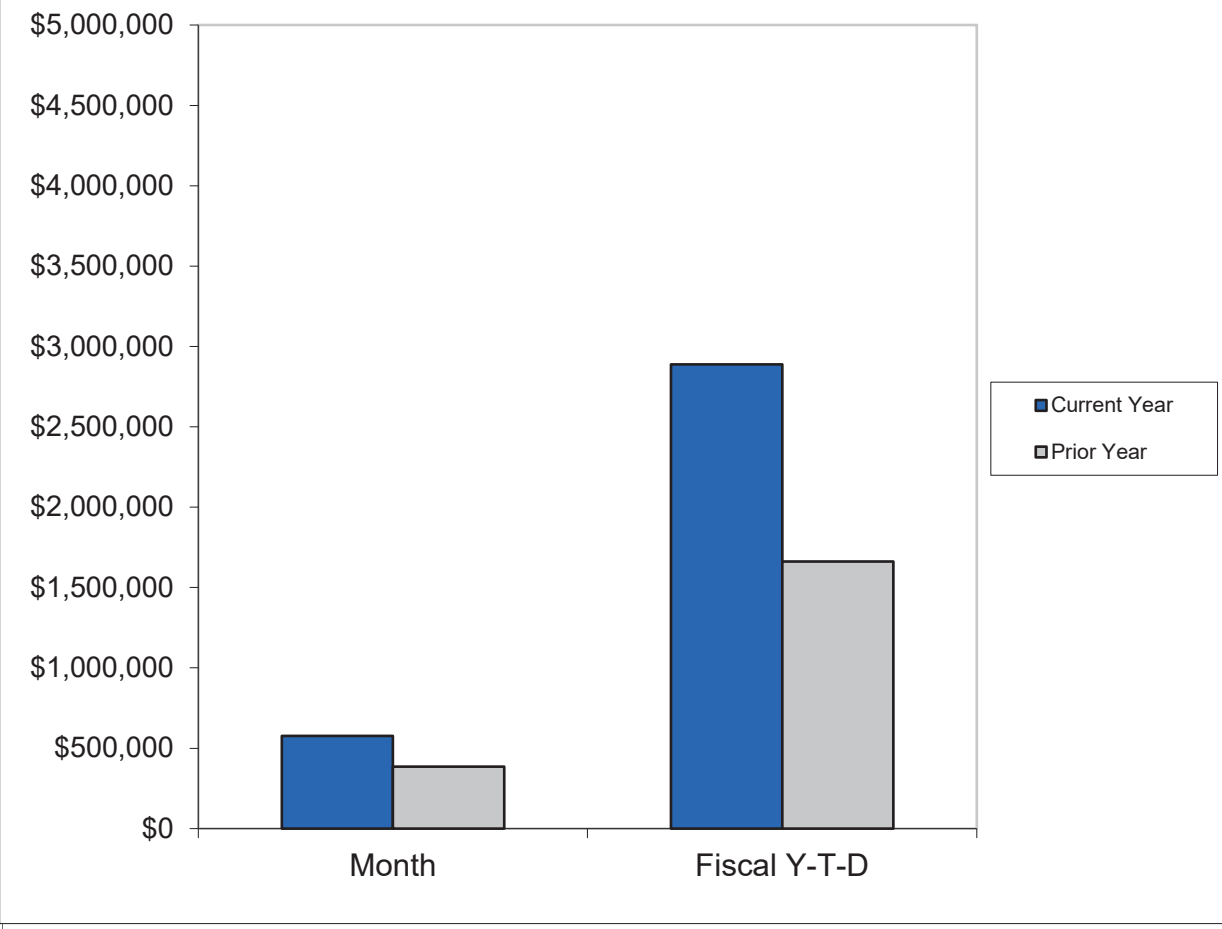
Note (4) – Net R/ITC / ConRAC Facility Payments and Collections

At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses under the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the Rent-A-Car Companies.

In the event of a shortfall of receipts to meet the required payment obligations (i.e., CFC collections perform under budget projections), the Authority holds the right to adjust the Facility Rent paid by the rental car companies on a 30-day notice.

Burbank-Glendale-Pasadena Airport Authority

ACCRUED INTEREST ANALYSIS



	November 2023	November 2022
Accrued Interest Revenue - Month	\$575,815	\$385,725
Accrued Interest Revenue - FYTD	\$2,888,385	\$1,662,150
Month End Portfolio Balance	\$260,923,112	\$277,995,184
Yield to Maturity	4.68%	4.33%

Supplement to the November 2023 Treasurer's Report

FYTD November 2023 Cash Expenditures

Replacement Passenger Terminal Project (RPT)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Replacement Passenger Terminal Project (RPT)
FY 2024 Cash Expenditures: Authorized Contracts

Consultant/Vendor	Scope of Work	Prior Fiscal Years' Cash Expenditures	Current Authorized Amounts (1)	November 2023 Cash Expenditures	FYTD 2024 (July - November) Cash Expenditures	Remaining Contract Amount	Project-to-date Total Cash Expenditures
AECOM (1a)	Program Management Services	\$ 4,172,454	N/A	-	-	N/A	\$ 4,172,454
Jacobs Project Management Company (1a)	Program Management Services	4,154,588	13,321,911	562,874	2,107,087	7,060,236	6,261,675
Airport & Aviation Professionals Inc. (AvAirPros) (1b)	Airline Technical & Financial Coordination Services	216,599	350,000	21,716	118,806	231,194	335,405
Conway Consulting (1b)	Technical Support	211,327	150,000	14,062	113,116	36,884	324,443
Georgino Development (1b)	Strategic Planning Services	85,500	57,600	4,800	23,700	33,900	109,200
Public Resources Advisory Group (PRAG) (1b)	Financial Advisory Services	245,608	275,000	-	77,474	197,526	323,082
Ricondo & Associates (1b)	Financial Feasibility Services	351,440	356,000	-	200,064	155,936	551,504
Geosyntec Consultants (1c)	Soil Management Services	8,586	N/A	-	-	N/A	8,586
Holder, Pankow, TEC JV (1d)	Design Builder	14,288,816	131,177,753	-	19,376,883	97,512,054	33,665,699
Fitch Ratings (2)	Rating Agency	-	N/A	-	35,000	N/A	35,000
Orrick, Herrington & Sutcliffe (2)	Bond Counsel	467,197	N/A	9,151	178,866	N/A	646,063
Chapman (2)	Legal Services	70,000	N/A	-	-	N/A	70,000
Geraci (2)	Legal Services	-	N/A	-	2,000	N/A	2,000
McDermott (2)	Legal Services	-	N/A	-	5,000	N/A	5,000
Moody's (2)	Rating Agency	-	N/A	-	28,900	N/A	28,900
Richards, Watson & Gershon (2)	Legal Services	237,956	N/A	4,726	47,889	N/A	285,845
Ring Bender (2)	Legal Services	4,793	N/A	-	-	N/A	4,793
S & P Global Rating (2)	Rating Agency	-	N/A	-	21,000	N/A	21,000
THU Legal Consulting (2)	Consulting Services	37,440	150,000	12,600	68,400	81,600	105,840
Thriving Restaurants (2)	Consulting Services	5,000	N/A	-	-	N/A	5,000
Zions Bancorporation (2)	Consulting Services	-	N/A	-	2,500	N/A	2,500
RS&H (3)	Environmental Impact Study (EIS) Services	339,782	AIP / PFC Funded	-	18,234	N/A	358,016
XI-3 Corporation (4)	Consulting Services	91,770	96,000	-	-	4,230	91,770
City of Burbank (5a)	Burbank Water & Power Aid-in-Construction Deposit	569,000	1,980,000	-	1,411,000	N/A	1,980,000
City of Burbank (5b)	Plan Check Services	-	344,124	-	344,124	N/A	344,124
Barclays Bank (6)	CP Program / LOC Bank	-	N/A	108,637	229,082	N/A	229,082
Sumitomo Mitsui (6)	CP Program / LOC Bank	-	N/A	-	117,773	N/A	117,773
Meetings	Various Expenses	30,026	N/A	-	-	N/A	30,026
Licenses & Fees	Various Expenses	4,276	N/A	-	219	N/A	4,495
TOTALS		\$ 25,592,158	\$ 148,258,388	\$ 738,566	\$ 24,527,117	\$ 105,313,560	\$ 50,119,275

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Notes to Replacement Passenger Terminal Project schedule
Project Costs as of November 2023

- (1) Current authorized NTE Contract amounts represent Commission approved appropriations. The FY 2024 adopted budget includes appropriations of \$158,579,049 for the RPT project.
- (1a) The Jacobs' authorized amount represents the following
Commission approved Task Orders against the Professional Services agreement to date:
Task Order 1 (Development of the Program Operations Manual) - \$1,419,896
Task Order 2 (Procurement of Progressive Design Builder) - \$1,463,250
Task Order 3 (Phase 2 Design and Pre-Construction Support Services) - \$10,438,765
- (1b) These Professional Services contracts for technical, financial, and strategic airport services were presented and approved on August 28, 2023 to be effective July 1, 2023. These are multi-year support services contracts.
- (1c) This Professional Services contract for geotechnical support was approved on September 1, 2022 to be effective August 1, 2022 through June 30, 2023.
- (1d) In December 2022, the Commission approved an estimated \$55,000,000 for Task Order 1 for Phase 1 design services of the RPT project to develop the 60% design level and Guaranteed Maximum Price (GMP). Actual Phase 1 services were contracted at \$54,244,242 and are anticipated to be completed by April 2024.
- In November 2023, the Commission approved Task Order 2 in the amount of \$76,933,511 to develop Component Guaranteed Maximum Prices (CGMP) for the following:
CGMP-01: Terminal Building Mechanical, Electrical, and Special Systems (MEP) - \$3,829,573
CGMP-02: Civil Site Work - \$66,803,938
Various Owner Allowances - \$6,300,000
- (2) Legal services and professional services to be utilized on an as needed basis.
- (3) RS&H expenditures are for the FAA's Written Re-evaluation of the construction noise section in the Environmental Impact Study as directed by the Ninth Circuit.
- (4) XI-3 Corporation: RFP coordination and technical support services for the selection of the progressive design-builder.
Commission approved professional services agreement in July 2022 (NTE \$50,000) which was increased by an amendment in October 2022 to NTE \$96,000.
- (5a) The Commission approved Aid-In-Construction payments with BWP for deposits as follows:
1) June 26, 2023 - \$494,000
2) September 18, 2023 - \$1,411,000
- (5b) The Commission approved payment on October 16, 2023 in the amount of \$344,124 for a deposit with the City of Burbank for an independent contractor to undertake plan check services.
- (6) LOC banks for the CP program.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MARCH 18, 2024**

**PRESENTATION OF FISCAL YEAR 2023 FINANCIAL STATEMENTS AND
SUMMARY OF AUDIT RESULTS**

Prepared by David Kwon
Director, Financial Services

SUMMARY

The Authority's independent auditor, Macias Gini & O'Connell LLP ("MGO") has completed its audit of the Burbank-Glendale-Pasadena Airport Authority ("Authority") fiscal year 2023 financial statements. Enclosed with this staff report is a copy of the audited Basic Financial Statements for the fiscal years ended June 30, 2023 ("FY 2023") and 2022 ("FY 2022"). Also enclosed are copies of the audited Single Audit Reports (audit of federal grant programs), Passenger Facility Charge Compliance Report, Customer Facility Charge Compliance Report, Independent Auditor's Report on Compliance with Aspects of Contractual Agreements (bond compliance), and the Auditor's Required Communications to the Authority Regarding the FY 2023 Audits.

The results are summarized below.

- MGO's "unmodified" opinions are:
 - The Basic Financial Statements are presented fairly, in all material respects, in conformity with generally accepted accounting principles.
 - The Authority complied in all material respects with compliance requirements applicable to its major federal program, the Passenger Facility Charge program and the Customer Facility Charge program and identified no reportable deficiencies in internal control over compliance.
 - MGO identified no reportable deficiencies in internal control over financial reporting or compliance that are required to be reported under Government Auditing Standards.
 - The Schedule of Expenditures of Federal Awards, Schedule of Passenger Facility Charge Revenues and Expenditures and Schedule of Customer Facility Charge Revenues and Expenditures are fairly stated in relation to the Basic Financial Statements as a whole.
 - Based on auditing procedures performed, the Authority complied with the terms, covenants, provisions or conditions of Section 6.05 (Rates and Charges) to Article VI of the Bond Indenture, as amended.

MGO will present the results of its audits. Also included in the accompanying sections of this staff report is a summary of the audit results for FY 2023. At its special meeting on February 20, 2024, the Finance and Administration Committee voted unanimously (3-0) to recommend that the Commission note and file these audit reports.

BASIC FINANCIAL STATEMENTS

The Basic Financial Statements (“BFS”) of the Authority have been prepared in conformity with accounting principles generally accepted in the United States of America (“GAAP”). The Government Accounting Standards Board (“GASB”) is the accepted standard-setting body for establishing accounting and financial reporting principles.

The Authority reports its financial operations as a government enterprise activity, and as such, its financial statements are presented using the “economic resources” measurement focus and the accrual method of accounting. Under this method of accounting, revenues are recorded when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. The measurement focus is on determination of changes in net position, financial position, and cash flows. Operating revenues include charges for services, tenant rent, ground transportation, fuel flowage fees, and other operating revenues. Operating expenses include costs of services as well as materials, contracts, personnel, and depreciation. Grants and similar items are recognized as revenue as soon as all eligibility requirements for reimbursement of expenses have been met.

The BFS report is composed of three parts:

- (i) The Independent Auditor’s Report;
- (ii) Management’s Discussion and Analysis (“MD&A”), a narrative overview and analysis of the Authority’s financial activities; and
- (iii) The Basic Financial Statements, consisting of the Statements of Net Position (Balance Sheets), Statements of Revenues, Expenses and Changes in Net Position (Income Statements), Statements of Cash Flows and Notes to Basic Financial Statements.

The Independent Auditor’s Report reflects an unmodified opinion, indicating that the BFS present fairly, in all material respects, the financial position of the Authority at June 30, 2023 and 2022, and the change in financial position and cash flows for the years then ended, are in conformity with GAAP. The audits were conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

The MD&A is required supplementary information. The discussion and analysis in the MD&A are intended to serve as an introduction to the Authority’s Basic Financial Statements.

A summary of the Statements of Net Position at June 30, 2023 and 2022 is as follows:

Summary Statements of Net Position				
Years Ended June 30, 2023 and 2022				
	2023	2022*	Change	
			\$	%
Assets:				
Current unrestricted assets	\$ 50,168,631	\$ 47,183,502	\$ 2,985,129	6.33%
Noncurrent unrestricted assets	6,663,553	10,244,382	(3,580,829)	-34.95%
Restricted assets	107,538,208	97,832,280	9,705,928	9.92%
Facility Development Reserve	205,132,453	200,132,453	5,000,000	2.50%
Bond debt service reserve surety, net	4,728	9,455	(4,727)	-49.99%
Capital assets, net	324,518,102	305,248,073	19,270,029	6.31%
Total assets	694,025,675	660,650,145	33,375,530	5.05%
Liabilities:				
Current liabilities and liabilities payable from restricted assets	27,843,259	19,825,898	8,017,361	40.44%
Noncurrent liabilities	72,049,628	78,591,343	(6,541,715)	-8.32%
Total liabilities	99,892,887	98,417,241	1,475,646	1.50%
Deferred inflows of resources:				
Deferred inflows - leases	10,244,382	14,310,232	(4,065,850)	-28.41%
Deferred amount on refunding of 2005 Bonds	102,010	204,018	(102,008)	-50.00%
Total deferred inflows	10,346,392	14,514,250	(4,167,858)	-28.72%
Net position:				
Net investment in capital assets	252,577,172	226,762,973	25,814,199	11.38%
Restricted	99,006,973	89,368,657	9,638,316	10.78%
Unrestricted	232,202,251	231,587,024	615,227	0.27%
Total net position	\$ 583,786,396	\$ 547,718,654	\$ 36,067,742	6.59%

Note * - FY 2022 balances were restated to reflect the implementation of GASB 96, Subscription-Based Information Technology Arrangements, effective July 1, 2021.

A summary of the Statements of Revenue, Expenses and Changes in Net Position for the years ended June 30, 2023 and 2022 is as follows:

Summary Statements of Revenues, Expenses and Changes in Net Position				
Years Ended June 30, 2023 and 2022				
	2023	2022*	Change	
			\$	%
Operating revenues	\$ 72,536,457	\$ 64,712,780	\$ 7,823,677	12.09%
Operating expenses before depreciation	<u>54,856,016</u>	<u>48,889,223</u>	<u>5,966,793</u>	12.20%
Operating income before depreciation	17,680,441	15,823,557	1,856,884	11.73%
Depreciation	<u>15,492,879</u>	<u>16,474,921</u>	<u>(982,042)</u>	-5.96%
Operating income (loss)	2,187,562	(651,364)	2,838,926	435.84%
Nonoperating revenues, net	<u>25,849,947</u>	<u>12,466,551</u>	<u>13,383,396</u>	107.35%
Income before capital contributions	28,037,509	11,815,187	16,222,322	137.30%
Capital contributions	<u>8,030,233</u>	<u>7,233,553</u>	<u>796,680</u>	11.01%
Changes in net position	36,067,742	19,048,740	17,019,002	89.34%
Net position, beginning of year	<u>547,718,654</u>	<u>528,669,914</u>	<u>19,048,740</u>	3.60%
Net position, end of year	<u>\$ 583,786,396</u>	<u>\$ 547,718,654</u>	<u>\$ 36,067,742</u>	6.59%

Note * - FY 2022 balances were restated to reflect the implementation of GASB 96, Subscription-Based Information Technology Arrangements, effective July 1, 2021.

SINGLE AUDIT REPORTS

The Single Audit Reports present the activity of federal award programs of the Authority for the year ended June 30, 2023. The Single Audit Reports include:

- An unmodified independent auditor's report which indicates that MGO identified no instances of noncompliance, reportable deficiencies or other matters that are required to be reported under *Government Auditing Standards*.
- An independent auditor's report that provides an unmodified opinion on compliance with compliance requirements applicable to the Authority's major program and identified no reportable deficiencies related to compliance for that program. The report also indicated that the Schedule of Expenditures of Federal Awards is fairly stated in relation to the Basic Financial Statements as a whole.
- Schedule of Expenditures of Federal Awards
- Notes to Schedule of Expenditures of Federal Awards
- Schedule of Findings and Questioned Costs
No findings or questioned costs were noted.
- Summary Schedule of Prior Audit Findings and Questioned Costs
None noted.

PASSENGER FACILITY CHARGE COMPLIANCE REPORT

The Passenger Facility Charge Compliance Report presents the cash receipts and disbursements of the Authority's Passenger Facility Charge ("PFC") program. The Aviation Safety and Capacity Expansion Act of 1990 authorized the local imposition of Passenger Facility Charges and use of the PFC revenue on Federal Aviation Administration ("FAA") approved projects.

The PFC compliance report includes the following:

- An unmodified independent auditor's report, which indicates that: (i) the Authority complied in all material respects with compliance requirements applicable to the Passenger Facility Charge program; (ii) MGO identified no reportable deficiencies in internal control over compliance; and (iii) the Schedule of Passenger Facility Charge Revenues and Expenditures is fairly stated in relation to the Basic Financial Statements taken as a whole.
- Schedule of Passenger Facility Charge Revenues and Expenditures
- Notes to Schedule of Passenger Facility Charge Revenues and Expenditures

No findings or questioned costs were noted.

CUSTOMER FACILITY CHARGE COMPLIANCE REPORT

The Customer Facility Charge Compliance Report presents the cash receipts and disbursements of the Authority's Customer Facility Charge ("CFC") program. Assembly Bill 491 of the 2001-2002 California Legislature (codified in California Civil Code Section 1936 et

seq. ("Code")) authorized the local imposition of CFCs and use of CFC revenue to plan, finance, design and construct on-airport consolidated rental car facilities (CRCF). The Authority established the CFC effective December 1, 2009 with adoption of Resolution No. 429. Based on an amendment of the enabling legislation for the CFC (S.B. 1192; Chapter 642, Statutes of 2010), on December 10, 2010 the Authority approved Resolution No. 439 which repealed Resolution No. 429 and authorized collection of an alternative CFC, effective July 1, 2011, of \$6 per rental car transaction day up to a maximum of five days. Resolution No. 439 authorized collection of the alternative CFC through the period that any debt related to the CRCF is outstanding.

The CFC compliance report includes the following:

- An unmodified independent auditor's report, which indicates that: (i) the Authority complied in all material respects with compliance requirements applicable to the Customer Facility Charge program; (ii) MGO identified no reportable deficiencies in internal control over compliance; and (iii) the Schedule of Customer Facility Charge Revenues and Expenditures is fairly stated in relation to the Basic Financial Statements taken as a whole.
- Schedule of Customer Facility Charge Revenues and Expenditures
- Notes to Schedule of Customer Facility Charge Revenues and Expenditures

No findings or questioned costs were noted.

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH ASPECTS OF CONTRACTUAL AGREEMENTS (BOND INDENTURE COMPLIANCE)

Based on audit procedures performed, MGO identified no instances of noncompliance with the terms, covenants, provisions or conditions with Section 6.05 (Rates and Charges) to Article VI of the Indenture dated May 1, 2005 with Bank of New York Mellon Trust Company, as amended (Bond Indenture), insofar as they relate to accounting matters.

The report also contains a calculation of the rates and charges ratio and the debt service ratio for the year ended June 30, 2023, as follows:

Rates and Charges Ratio	
Pledged revenues ¹	\$ 91,434,558
Less operating expenses	54,953,576
Net revenues	\$ 36,480,982
Transfers to Surplus Fund	2,600,098
Net revenues plus transfers to Surplus Fund	\$ 39,081,080
Deposits and charges:	
Accrued debt service - 2012 Airport Revenue Bonds	\$ 5,835,892
Deposit of Customer Facility Charge revenue to Debt Service Fund	(5,035,704)
Accrued debt service - 2015 Airport Revenue Bonds	4,564,500
Deposits to operating reserve account	1,622,819
Total deposits and charges	\$ 6,987,507
Deposits and charges coverage ratio ²	5.59
Required deposits and charges coverage ratio	1.00
Debt Service Coverage Ratio	
Net revenues plus transfers to Surplus Fund	\$ 39,081,080
Net accrued debt service	\$ 5,364,688
Debt service coverage ratio ²	7.28
Required debt service coverage ratio	1.25

⁽¹⁾ Pledged revenues includes \$13,571,162 in COVID-19 federal relief grant funds received in FY 2023 for eligible expenditures.

⁽²⁾ Deposits and charges coverage and debt service coverage ratios without federal relief grants included in pledged revenues are 3.76 and 4.76, respectively, as of June 30, 2023.

RECOMMENDATION

At its special meeting on February 20, 2024, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission note and file these audit reports as of and for the fiscal years ended June 30, 2023 and 2022; the Single Audit Reports for the year ended June 30, 2023; the Passenger Facility Charge Compliance Report for the year ended June 30, 2023; the Customer Facility Charge Compliance Report for the year ended June 30, 2023; the Independent Auditor's Report on Compliance with Aspects of Contractual Agreements (Bond Indenture Compliance) for the year ended June 30, 2023; and the Auditor's Required Communications to the Authority regarding the FY 2023 Audits.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MARCH 18, 2024**

**AWARD OF MONTH-TO-MONTH LEASE
UNIFI AVIATION, LLC**

Prepared by Scott Kimball
Deputy Executive Director
Operations, Business and SMS

SUMMARY

At its special meeting on February 20, 2024, the Finance and Administration Committee (“Committee”) voted unanimously (3–0) to recommend that the Commission approve the proposed Month-To-Month Office Lease (“Lease”), copy attached, with Unifi Aviation, LLC (“Unifi”).

The proposed space to be leased to Unifi is space previously occupied by Avelo Airlines (“Avelo”) and is the subject of an amendment to Avelo’s Airport Use Agreement (“AUA”) to return this space.

BACKGROUND

Unifi is a third-party ground service provider that currently is under contract to American Airlines (“American”) to provide commercial aviation ground handling and support services for American’s flight operations.

On July 1, 2021, the Authority entered into a Non-Exclusive License Agreement to Conduct Commercial Aviation Ground Handling and Support Services (“NELA”) with Unifi.

Unifi has since notified the Authority of its desire for space to accommodate an employee breakroom and support space.

DETAILS

The key components of the proposed Lease are as follows:

Location:	290 square feet of office space located in the East Concourse of Terminal A
Use:	Employee break room and support space
Term:	Month-To-Month
Termination:	Thirty (30) days prior written notice by either party or upon the expiration or earlier termination of its NELA

Rent: \$555.83 per month or \$6,670 per year

Commencement: March 1, 2024

BUDGET IMPACT

Subject to the Commission approving the amendment to the AUA with Avelo, the revenue derived from the proposed Lease will replace the revenue from the space Avelo is returning.

RECOMMENDATION

At its special meeting on February 20, 2024, the Committee voted unanimously (3–0) to recommend that the Commission approve the proposed Lease with Unifi and authorize the President to execute same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MARCH 18, 2024**

**AUTHORIZATION TO ENGAGE RATING AGENCIES
FOR REPLACEMENT PASSENGER TERMINAL PROJECT BONDS**

Prepared by John T. Hatanaka
Senior Deputy Executive Director

SUMMARY

At its February 20, 2024 meeting, the Finance and Administration Committee (“Committee”) voted unanimously (3-0) to recommend that the Commission:

- (i) approve the engagement of S&P Global Ratings (“S&P”), Moody’s Investors Services (“Moody’s”), and Fitch Ratings, Inc. (“Fitch”) for the assignment of bond credit ratings for the Replacement Passenger Terminal project bonds, and
- (ii) authorize the Executive Director to execute agreements for such engagements and for the maintenance of the rating assignments through the term of the bonds.

BACKGROUND

The Authority plans to sell bonds (“2024 Bonds”) during the second quarter of 2024 to finance the cost of the Replacement Passenger Terminal project. Credit ratings, assigned by recognized rating agencies, will be essential to the successful marketing of the 2024 Bonds. S&P, Moody’s and Fitch are the three primary bond rating agencies in the United States.

The Authority’s outstanding bonds are rated “A” by S&P, “A2” by Moody’s and “A” by Fitch.

DETAILS

Each agency’s fee for a rating assignment will depend on the principal amount of the 2024 Bonds, and whether the 2024 Bonds consist of more than one series. It is anticipated that the 2024 Bonds will be issued in two or three series (to be determined based on the recommendations of bond counsel, the municipal advisor, and the underwriters).

Assuming that the total principal amount will be around \$850 million (to yield approximately \$673 million of proceeds for the project), and further assuming that the 2024 Bonds will be issued in two or more series, the rating agencies’ fees are estimated to be as follows:

S&P: \$173,500

Moody’s: \$199,500

Fitch: \$160,000

The 2024 Bonds rating assignment fees are expected to be paid after the successful issuance of the 2024 Bonds, from proceeds of the 2024 Bonds.

The Authority also has to pay an annual fee to each rating agency to maintain the rating assignment (generally called a “monitoring fee” or “surveillance fee”). The Authority already pays an annual fee for its outstanding bonds. According to the rating agencies’ current fee schedules, after the issuance of the 2024 Bonds, the annual fees for Moody’s and Fitch will remain unchanged, and the annual fee for S&P will increase by approximately \$6,800. Each rating agency reserves the right to revise its fees from time to time. The annual fee due to each rating agency will be included in the Authority’s annual budget development.

RECOMMENDATION

At its February 20, 2024 meeting, the Committee voted unanimously (3-0) to recommend that the Commission: (i) approve the engagement of S&P, Moody’s, and Fitch for the assignment of bond credit ratings for the 2024 Bonds, and (ii) authorize the Executive Director to execute agreements for such engagements and for the maintenance of the rating assignments through the term of the 2024 Bonds.

Attachments; Form of Engagement Letter

- 1) Moody’s Investor Service
- 2) S&P Global Ratings
- 3) Fitch Ratings

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MARCH 18, 2024**

**APPROVAL OF AMENDMENT NO 1 TO
PROFESSIONAL SERVICES AGREEMENT
POLYTECHNIQUE ENVIRONMENTAL, INC.**

Prepared by Maggie Martinez
Director, Noise and Environmental Affairs

SUMMARY

At its special meeting on February 20, 2024, the Legal, Government and Environmental Affairs Committee ("Committee") voted (3–0) to recommend that the Commission approve proposed Amendment No. 1 ("Amendment") to the Professional Services Agreement ("PSA") with Polytechnique Environmental, Inc. ("Polytechnique"), copy attached, for additional scope and cost of services for Level 2 Airport Carbon Accreditation support in the amount of \$4,930.

BACKGROUND

On December 19, 2022, the Commission awarded a PSA to Polytechnique to support the Authority's effort in obtaining an Airport Council - International ("ACI") Level 2 Airport Carbon Accreditation ("ACA") certification for reducing the carbon emissions footprint at the Airport. The PSA also provides four one-year extension options for Polytechnique to continue support service to the Authority with this program. In October 2023, the Airport received its Level 2 Reduction certification.

The ACA program was developed and launched by ACI Europe in 2009 and continues to be expanded through ACI regions worldwide. Currently, there are 420 accredited airports with 59 of them in North America. This program, developed according to International Standards, promotes efficiency, sustainability, encourages standardization and benchmarking, increases awareness, and works to reduce regulatory risk.

The proposed Amendment will authorize Polytechnique to provide payment of the annual ACA application fee via wire transfer to the ACI Accounting offices based in the United Kingdom. The London office of ACI will no longer accept overseas check remittance and only accepts wire transfers for payment of the application fee. By including this service in the PSA, Polytechnique is able to remit both the application and associated fee together.

Additionally, the proposed Amendment provides for Polytechnique to support the Authority with the annual benchmarking energy use report required by the California Energy Commission.

BUDGET IMPACT

Appropriations for the first option year of the PSA and the proposed Amendment are included in the FY 2024 adopted budget for a total not-to-exceed amount of \$24,740. Appropriation requests for the additional option periods of the PSA will be included in subsequent fiscal years.

RECOMMENDATION

At its special meeting on February 20, 2024, the Committee voted (3–0) to recommend that the Commission approve proposed Amendment to the PSA with Polytechnique and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MARCH 18, 2024**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT
DATA REPORTING SYSTEM
AIRPORT WORKERS SCREENING PROGRAM**

Prepared by Ray Hunting
Airport Security Manager

SUMMARY

Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks approval for the award of a Professional Services Agreement (“Agreement”), copy attached, to JMA Strategy Group (“JMA”) for development of a data reporting system to comply with Airport Workers Screening Program (“AWSP”) requirements imposed by the Transportation Security Administration (“TSA”), which initiated random checks effective September 2023. The proposed Agreement is for a three-year base term with two one-year extension options available to the Commission at its discretion. The Agreement has a not-to-exceed contract price of \$256,317.36 during the base term, with a first-year annual cost of \$105,510 and an annual cost of \$75,403.68 for the next two years.

This system will be incorporated into the Authority’s Airport Security Plan (“ASP”) and will support the production of the required documentation that is governed by and subject to a TSA annual audit. Due to the need to begin implementation of these services as quickly as possible, subject to the recommendation of the Committee, this item has also been placed on the Commission agenda for consideration at its meeting immediately following the Committee’s meeting.

DESCRIPTION

TSA recently issued a security directive mandating that Airport Sponsors implement an AWSP. One of the issues raised with TSA is the compiling of the audit screening documents. Staff researched products that would help manage security staffing deployment, as well as provide the required recordkeeping of the badged airport workers undergoing the screening process.

JMA has deployed its proprietary system at Los Angeles International Airport (“LAX”) to positive reviews. Subsequently, Staff met with JMA to review the product to determine its capability of improving security personnel deployment, management, and documentation recording. One of the benefits of JMA’s system is that it provides access via a website that will allow Staff and the Authority’s contracted security personnel to actively monitor the AWSP. TSA-required information will be recorded on a portable device and then transmitted to the website where it can be reviewed by Staff in real time. The system will provide TSA direct access to the information and eliminate the need for double handing (i.e. collection,

collation, and reinput of data) by Staff. An additional benefit of the JMA product is its flexibility to incorporate future security functions into the program.

The Authority engages Allied Universal to provide security personnel to assist with different duties under the ASP, many of which require documentation to be maintained. Currently all documentation is in the form of paper logs and requires double handling prior to being delivered to TSA. The JMA program will not only improve the efficiency and productivity of the Airport Security Department but significantly reduce potential data transfer errors in the reports required by TSA.

BUDGET IMPACT

The estimated FY 2024 expenditures for this project amounts to \$56,635 and will be accommodated under the \$205,000 in appropriations that were included in the adopted FY 2024 budget dedicated to address upgrades to security technology. Appropriations for the remainder of the base and future year terms will be requested in subsequent fiscal year budgets.

SCHEDULE

From receipt of a Notice to Proceed, it is anticipated that the system will be deployed in nine weeks for testing and acceptance.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the proposed three-year Agreement with JMA for a not-to-exceed cost of \$256,317.36 and authorization for the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MARCH 18, 2024**

**AWARD OF CONTRACT
FLEET MAINTENANCE SERVICES AGREEMENT**

Presented by Stephanie Gunawan-Piraner
Director, Engineering and Maintenance

SUMMARY

Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to award a Fleet Maintenance Services Agreement (“Agreement”), copy attached, with Keolis Transit Services, LLC (“Keolis”) for a three-year period, with two one-year extension options, copy attached. This agreement is for time and materials services, with an expected first year total cost of approximately \$400,000 based on an average annual price of \$250,000 for labor and \$150,000 for parts (including a 15% markup on parts ordered through Keolis). Services received are to be billed monthly.

BACKGROUND

The Authority owns a 120-unit fleet of vehicles and maintenance equipment, consisting of gas and hybrid vehicles and gas and diesel equipment. The Authority’s contract with the incumbent vendor expires on March 31, 2024.

On December 11, 2023, Staff issued a Request for Proposals (“RFP”) for the maintenance of these fleet vehicles and equipment, including cars, trucks, lawnmowers, forklifts, sweeper trucks and other specialized equipment. Attached as Exhibit “A” to the proposed Agreement is a listing of the equipment owned and operated by the Authority that will be maintained by the selected vendor.

REQUEST FOR PROPOSALS

The RFP was publicly advertised and posted online on PlanetBids, and 49 firms were notified of the RFP opportunity. The RFP was downloaded by 14 firms, including three Disadvantaged Business Enterprises (“DBEs”), one of which was also a Women-owned business enterprise (“WBE”) with one firm local to Burbank.

The RFP was also advertised through the Burbank Chamber of Commerce and Glendale Chamber of Commerce, which reached approximately 5,600 and 2,100 members, respectively. The Pasadena Chamber of Commerce did not respond to staff inquiry regarding advertisement.

On January 17, 2024, staff received proposals from three firms, with two proposals determined to be responsive. These two firms are:

- Keolis Transit Services LLC, and
- First Vehicle Service, A Transdev Company (“First Vehicle Services”)

Four reviewers were chosen from staff in various departments including Maintenance, Engineering and Environmental to create a balanced review of the proposals submitted. Procurement staff provided the scoring for the price proposal.

EVALUATION OF PROPOSALS

After a complete review and ranking of the two proposals, including an in-depth assessment of each proposer's understanding of the Authority's requirements for fleet services at the Airport, the Evaluation Team scored each of the proposals. The chart below shows the proposed fee for each proposer to perform the services required. Up to 20 points out of the possible 170 points were allocated based on the proposed fee.

Proposer	Fixed Rate for 3 Years	Average Yearly Cost	Option Year 1	Option Year 2	Parts Markup
Keolis	\$110.00/hr	\$250,000	\$116/hr	\$122/hr	15%
First Vehicle Services	\$138.39/hr	\$315,000	\$149.19/hr	\$153.37/hr	15%

The scoring of the proposals is as follows:

Proposer	Firm's Experience	Personnel's Capabilities	Business Experience with Authority	Acceptance of Sample Agreement	Proposed Fee	Interview	Total Score
Max Points Available	35	40	15	10	20	50	170
Keolis	31	36	14	10	20	35	146
First Vehicle Services	31	37	10	10	14	33	135

Each proposal is for one full-time mechanic based at the Airport. The proposers were required to have the resources to supply additional on-call mechanics if required. The Authority is currently spending approximately \$125,000 per year on parts through the service vendor.

BEST VALUE PROPOSAL

After a thorough review of all the information from the proposers in this RFP process, the Evaluation Team determined that Keolis provides the best value for the fleet maintenance services at the Airport. Keolis has demonstrated local availability of personnel in the Burbank area and has assigned a lead technician who will be based at the Maintenance yard to perform work and interact with the Maintenance team daily. Keolis is also committed to providing the necessary training for the technicians to perform maintenance and repairs on electric vehicles that the Authority plans to procure. Only a minimal transition plan will be required as Keolis is the current service provider.

BUDGET

Appropriations for these services are included in the adopted FY 2024 budget.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of a time and materials Fleet Maintenance Services Agreement with Keolis for a three-year base period commencing April 1, 2024, and ending March 31, 2027, with two one-year extension options thereafter and authorization for the President to execute same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MARCH 18, 2024**

**FEDERAL TRANSIT ADMINISTRATION RECIPIENT
TITLE VI PROGRAM**

Prepared by:
Scott Kimball, Deputy Executive Director
Operations, Business, and SMS

SUMMARY

Subject to the recommendation of the Legal, Government and Environmental Affairs Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks a recommendation to the Commission that it approve a Federal Transit Administration (“FTA”) Recipient Title VI Program, copy attached. As a recipient of an FTA grant that was utilized in conjunction with the development of the Regional Intermodal Transportation Center (“RITC”), the Authority is required to submit this document to the Los Angeles County Metropolitan Transportation Authority (“Metro”), which is the administrator of the grant.

BACKGROUND

Metro is a direct recipient and pass-through entity of certain federal awards. As a pass-through entity, Metro is required to ensure that subrecipients comply with applicable federal requirements of such awards. All subrecipients of FTA funds must keep federally funded assets, including rolling stock, facilities, and equipment, in safe operating order and have policies and procedures in place to maintain them.

Opened in the summer of 2014, the RITC serves multiple modes of transportation, including airport rental cars operations, regional and local buses, bicycles accommodations, and a connection to Metrolink and Amtrak rail line at the Burbank Airport South station. The bus stops, located on the ground level, currently serve three Metro bus lines and one local route provided by the Burbank Bus service.

All FTA grant recipients and pass-through entities are required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964, commonly known as Title VI. The Authority received an FTA 5309 grant of approximately \$1.2 million as a subrecipient from Metro to fund the construction of the bus stops in the RITC. Accordingly, the Authority is required to file a Title VI Program. As part of this program, notices will be posted on the Authority’s website and at the RITC bus turnaround area to inform the public of the protections against discrimination afforded to them by Title VI and that the Authority complies with Title VI.

The proposed program has been reviewed by Authority General Counsel for compliance with the program requirements and is presented to the Committee for consideration.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks the Commission approval of the proposed FTA Recipient Title VI Program and authorization for the President to execute the same.

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**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MARCH 18, 2024**

**APPROVAL OF TASK ORDER 5
AND APPROPRIATION OF OWNER'S CONTINGENCY FUNDS
REPLACEMENT TERMINAL PROJECT**

Presented by
Patrick Lammerding
Deputy Executive Director, Planning and Development

TASK ORDER 5 SUMMARY

At its meeting on March 6, 2023, the Executive Committee ("Committee") voted unanimously (3-0) to recommend that the Commission approve issuance of a proposed Task Order 5 to Holder, Pankow, TEC - A Joint Venture ("HPTJV"), copy attached, in the amount of \$74,290,109 to fund the following Component Guaranteed Maximum Price ("CGMP") items related to the construction of the Replacement Passenger Terminal ("RPT") Project:

1. CGMP – 06, Terminal Building Mechanical, Electrical, and Special Systems ("MEP") (Pt2 – Team Approach Controls & Long Lead Equipment ("LLE")) **\$16,088,114**
2. CGMP – 07, Terminal Structure (Pt2 – Balance of Trades) **\$27,879,874**
3. CGMP – 08, Interior Public Art **\$799,268**
4. CGMP – 09, Phase 2 Design Services **\$29,522,853**

Additionally, the Committee voted unanimously to recommend that the Commission approve partial authorization of Owner's Contingency in the amount \$5 million.

BACKGROUND

On December 19, 2022, the Commission awarded HPTJV a design-build agreement for the RPT Project. HPTJV has begun design and preconstruction efforts and has reached several milestones, including the design concept selection by the Commission on April 17, 2023. The design-build agreement includes provisions allowing for the submission of CGMP proposals for incremental elements of the work prior to execution of the final Guaranteed Maximum Price ("GMP") proposal. Submittal requirements and preparation guidelines for CGMP proposals are addressed in PR-04 of Exhibit H of the design-build agreement.

The RTP Program Management Team has been working with HPTJV in the development of a GMP. HPTJV provides regular updates to the estimated GMP and, currently, the GMP estimate is above the targeted budget for the project. However, the RTP Program Management Team and HPTJV have developed a "roadmap to budget" that will bring the estimated costs down to the targeted budget. It is expected that this effort will be successful because the five CGMPs previously approved by the Commission have come in below HPTJV's estimated budget for those components of work.

To date, the Commission has approved four Task Orders that represent a total commitment of \$206,965,175 for design, preconstruction services, and materials. A summary of these Task Orders is set forth below:

1. Task Order 1 for design and preconstruction services in the amount of \$55,000,000 (approved December 19, 2022)
2. Task Order 2 for preconstruction services in the amounts of \$76,933,511 (approved November 13, 2023)
3. Task Order 3 for 2024 general conditions in the amount of \$19,280,948 (approved December 18, 2023)
4. Task Order 4 for preconstruction services in the amount of \$55,750,716 (approved February 20, 2024)

Task Order 1 for design services is funded through an FAA-approved Passenger Facility Charge (“PFC”) application. Task Orders 2, 3, and 4, are initially to be funded through a combination of available grants, and the \$200 million commercial paper program the Authority has available for interim financing until a planned issuance of General Airport Revenue Bonds (“GARBs”) for construction funding is undertaken in late spring 2024.

The commitments for these Task Orders do not reflect the intended cash demands for them. Estimated cash flows for the proposed CGMPs 06, 07, 08 and 09 are attached to this staff report which reflects the cash outlay requirement.

1. CGMP – 06 - Terminal MEP (Pt2 – Team Approach Controls & LLE) **\$16,088,114**

1. This scope of work includes the Team Approach for Controls as well as long lead items for Electrical and Mechanical equipment.
2. This subcontract is anticipated to be executed in March 2024.
3. DBE participation for CGMP 06 will be 40%.
4. Invoice draws for this scope of work are anticipated to be between March 2024 and December of 2025. See cashflow attachment.

2. CGMP – 07 - Terminal Structure (Pt2 – Balance of Trades) **\$27,879,874**

1. This scope of work includes all material, form, and placement of concrete for all foundations, basement walls, slab on grade, and elevated slab in the Terminal. Additionally, this scope includes the furnishing and installation of all below-grade waterproofing at foundations, basement walls, under slab locations, and elevator pits to ensure a turnkey waterproofing solution in the terminal.
2. This subcontract is anticipated to be executed in March 2024
3. This CGMP is \$4,537,870 under the 60% estimate budget for this element of work.
4. DBE participation for CGMP 7 will be 25% for building concrete and 20% for below-grade waterproofing.
5. Invoice draws for this scope of work are anticipated to be between March 2024 and August 2025. See cash flow attachment.

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3. CGMP – 08 – Interior Public Art **\$799,268**

1. This scope of work includes the design, fabrication, and installation of a public art sculpture in the Terminal post security. In accordance with the Committee's instruction, the exterior public art selected by the Commission is not part of this CGMP and has been agendized as a discussion item for the Commission's March, 18, 2024 meeting.
2. This subcontract is anticipated to be executed in March/April 2024.
3. This CGMP is within the \$4,000,000 allowance allocated for Art in Public places to comply with the City of Burbank's Art-in-Public Places Ordinance.
4. Invoice draws for this scope of work are anticipated to be between April 2024 and May of 2026. See attached cash flow.

4. CGMP – 09 – Design Services, Phase 2 **\$29,522,853**

1. This scope of work includes design services for Phase 2 to complete the final design and documentation of the project to secure building permits necessary for construction.
 - Completion of this phase will include finalizing the design and documentation, and receipt of Ready To Issue ("RTI") documents from the Burbank Building Department ("BBD").
 - Some aspects of the design will be on an accelerated schedule including civil, structural, MEP and/or other such disciplines as may be identified in final deliverable schedule. Each consultant is instructed to assume this acceleration may be a requirement.
 - Following receipt of RTI documents, the team will complete the final package incorporating BBD's comments.
2. Upon issuance of the construction permit(s), the team will support the construction phase through construction support services. This effort will be similar to traditional Construction Administration services except the purpose is to support the construction to achieve the design intent. Aspects of this phase include:
 - Managing those services necessary to provide architectural and engineering design support during the construction activities of the Project.
 - Reviewing requests for information ("RFIs") submitted by HPTJV and trade partners for additional information about the Contract Documents and issue responses to the RFIs.
 - Assisting in preparation, reproduction and distribution of supplemental Drawings, Specifications, and interpretations, as may be necessary in response to RFIs by HPTJV and trade partners.
 - Assisting in review of the construction to (1) become generally familiar with the progress and quality of the portion of the work completed, (2) endeavor to guard against defects and deficiencies in the work with

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regard to the design, and (3) determine in general if the work is being performed in a manner that when fully completed, will be in accordance with the design intent.

- Attending construction meetings as necessary.
- Assisting with bidding and responding to pre-construction comments.

1. This subcontract is anticipated to be executed in April 2024.
2. This CGMP is within the original 2023 RFP design services fee proposal.
3. Invoice draws for this scope of work are anticipated to be between April 2024 and February of 2027. See attached cash flow.

APPROPRIATION OF OWNER'S CONTINGENCY FUNDS SUMMARY

On February 6, 2023, the Commission adopted Resolution No. 499 designating change order approval responsibilities for the RPT Project. The current budget estimate for the Owner's Contingency is \$83,235,082 which is approximately ten percent of the estimated direct cost of construction. The Owner's Contingency will be used to cover costs associated with unforeseen conditions which may arise during construction of the RPT Project.

With the approval of Task Order 5 the Commission will have authorized over \$150 million of construction. Staff is requesting an appropriation of \$5 million Owner's Contingency to cover the potential for change orders which may be associated with the current construction activities. The \$5 million should be adequate to cover potential change orders given the nature and schedule of the construction activities currently authorized. Change orders will be authorized in accordance with Resolution No. 499.

Staff will request appropriation of the remaining estimated contingency funding as part of the Commission's action on the GMP. The current procurement plan assumes that the GMP proposal will be submitted to the Commission for consideration in April.

FUNDING

With authorization of the proposed Task Order 5, total commitments to HPTJV amount to \$281,255,284 with the majority of these expenditures programmed to be incurred after the construction financing is in place through the initial issuance of GARBs scheduled for late May 2024. Current additional funding includes an already approved \$47 million PFC application for design fees, Bipartisan Infrastructure Law ("BIL") grants received for early works/preconstruction in the amount of \$45.9 million, a recently awarded \$17.3 million BIL grant for terminal construction along with a standby, but not yet utilized, commercial paper program of \$200 million. Other future federal grants are anticipated to be received in subsequent federal fiscal years, such as BIL grants, both terminal and formulaic and Airport Improvement Program grants along with a programed contribution from the Authority's Facility Development Reserve.

RECOMMENDATION

The Committee recommends that the Commission approve proposed Task Order 5 in the amount \$74,290,109 for HPTJV, authorize the Executive Director to execute same, and approve partial authorization of Owner's Contingency in the amount \$5 million.

BUR Replacement Passenger Terminal

CGMP 06 - Terminal MEP (Pt2 - Controls & LLE)

Estimated Cash Flow by Month

02.14.24

2024	January-24	\$	-
	February-24	\$	-
	March-24	\$	11,932
	April-24	\$	11,932
	May-24	\$	436,298
	June-24	\$	606,045
	July-24	\$	606,045
	August-24	\$	690,918
	September-24	\$	941,560
	October-24	\$	970,175
	November-24	\$	545,809
	December-24	\$	545,809
2025	January-25	\$	921,871
	February-25	\$	921,871
	March-25	\$	921,871
	April-25	\$	921,871
	May-25	\$	1,091,617
	June-25	\$	1,091,617
	July-25	\$	1,224,795
	August-25	\$	1,224,795
	September-25	\$	800,428
	October-25	\$	800,428
	November-25	\$	424,366
	December-25	\$	376,062
			\$ 16,088,114

BUR Replacement Passenger Terminal

CGMP 07 - Terminal Structure (Pt2 - Balance of Trades)

Estimated Cash Flow by Month

02.14.24

2024	January-24	\$	-
	February-24	\$	-
	March-24	\$	330,758
	April-24	\$	713,475
	May-24	\$	1,497,912
	June-24	\$	2,471,184
	July-24	\$	3,482,460
	August-24	\$	3,813,218
	September-24	\$	3,378,542
	October-24	\$	2,178,431
	November-24	\$	1,743,754
	December-24	\$	1,639,836
2025	January-25	\$	1,639,836
	February-25	\$	1,134,197
	March-25	\$	1,134,197
	April-25	\$	907,358
	May-25	\$	680,518
	June-25	\$	510,389
	July-25	\$	396,969
	August-25	\$	226,839
	September-25	\$	-
	October-25	\$	-
	November-25	\$	-
	December-25	\$	-
			\$ 27,879,874

BUR Replacement Passenger Terminal

CGMP 08 - Public Art Sculptures

Estimated Cash Flow by Month

03.08.24

2024	January-24	\$	-
	February-24	\$	-
	March-24	\$	-
	April-24	\$	53,285
	May-24	\$	106,569
	June-24	\$	106,569
	July-24	\$	-
	August-24	\$	106,569
	September-24	\$	79,927
	October-24	\$	-
	November-24	\$	-
	December-24	\$	-
2025	January-25	\$	-
	February-25	\$	-
	March-25	\$	-
	April-25	\$	-
	May-25	\$	-
	June-25	\$	-
	July-25	\$	133,211
	August-25	\$	-
	September-25	\$	-
	October-25	\$	-
	November-25	\$	-
	December-25	\$	53,285
2026	January-26	\$	-
	February-26	\$	53,285
	March-26	\$	-
	April-26	\$	-
	May-26	\$	106,569
	June-26	\$	-
	July-26	\$	-
	August-26	\$	-
	September-26	\$	-
	October-26	\$	-
	November-26	\$	-
	December-26	\$	-
		\$	799,268

STAFF
APPROV
AND /
REPLA

CGMP 09 – Phase 2 Design Services

Cash Flow by Month

HOLLYWOOD BURBANK AIRPORT REPLACEMENT PASSENGER TERMINAL PROJECT
Phase 2 Design Services Billing Schedule

		PHASE 2 DESIGN SERVICES					PHASE 2 CONSTRUCTION SUPPORT SERVICES					TOTAL PER MONTH	INSURANCE		
	MONTH	Terminal 100%	Garage 100%	Sitework 100%	Airside 100%	ASF 100%	Terminal CSS	Garage CSS	Sitework CSS	Airside CSS	ASF CSS	w/o INSURANCE	PL	Proj. Insur.	
2024	April-24	\$796,811	\$255,388	\$43,781	\$32,836	\$30,647	\$175,707	\$75,303	\$19,847	\$14,885	\$0	\$1,445,204	\$1,697	\$6,109	
	May-24	\$796,811	\$255,388	\$43,781	\$32,836	\$30,647	\$175,707	\$75,303	\$19,847	\$14,885	\$0	\$1,445,204	\$1,697	\$6,109	
	June-24	\$531,207	\$255,388	\$43,781	\$32,836	\$30,647	\$175,707	\$75,303	\$19,847	\$14,885	\$0	\$1,179,601	\$1,697	\$6,109	
	July-24	\$531,207	\$255,388	\$43,781	\$32,836	\$30,647	\$175,707	\$75,303	\$19,847	\$14,885	\$0	\$1,179,601	\$1,697	\$6,109	
	August-24	\$-	\$-	\$-	\$-	\$-	\$527,121	\$150,606	\$29,771	\$22,328	\$7,530	\$737,356	\$1,697	\$6,109	
	September-24	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$29,771	\$22,328	\$7,530	\$762,457	\$1,697	\$6,109	
	October-24	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$29,771	\$22,328	\$7,530	\$762,457	\$1,697	\$6,109	
2025	November-24	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$29,771	\$22,328	\$7,530	\$762,457	\$1,697	\$6,109	
	December-24	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$29,771	\$22,328	\$7,530	\$762,457	\$1,697	\$6,109	
	January-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$7,530	\$771,140	\$1,697	\$6,109	
	February-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$37,651	\$801,262	\$1,697	\$6,109	
	March-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$37,651	\$801,262	\$1,697	\$6,109	
	April-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$37,651	\$801,262	\$1,697	\$6,109	
	May-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$37,651	\$801,262	\$1,697	\$6,109	
2026	June-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$52,712	\$816,322	\$1,697	\$6,109	
	July-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$60,242	\$823,853	\$1,697	\$6,109	
	August-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$60,242	\$823,853	\$1,697	\$6,109	
	September-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$60,242	\$823,853	\$1,697	\$6,109	
	October-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$60,242	\$823,853	\$1,697	\$6,109	
	November-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$60,242	\$823,853	\$1,697	\$6,109	
	December-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$60,242	\$823,853	\$1,697	\$6,109	
2027	January-26	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$60,242	\$823,853	\$1,697	\$6,109	
	February-26	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$7,530	\$771,140	\$1,697	\$6,109	
	March-26	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$7,530	\$771,140	\$1,697	\$6,109	
	April-26	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$7,530	\$771,140	\$1,697	\$6,109	
	May-26	\$-	\$-	\$-	\$-	\$-	\$614,974	\$175,707	\$34,733	\$26,050	\$7,530	\$858,994	\$1,697	\$6,109	
	June-26	\$-	\$-	\$-	\$-	\$-	\$614,974	\$175,707	\$34,733	\$26,050	\$7,530	\$858,994	\$1,697	\$6,109	
	July-26	\$-	\$-	\$-	\$-	\$-	\$614,974	\$175,707	\$34,733	\$26,050	\$7,530	\$858,994	\$1,697	\$6,109	
2028	August-26	\$-	\$-	\$-	\$-	\$-	\$614,974	\$175,707	\$34,733	\$26,050	\$7,530	\$858,994	\$1,697	\$6,109	
	September-26	\$-	\$-	\$-	\$-	\$-	\$614,974	\$175,707	\$34,733	\$26,050	\$7,530	\$858,994	\$1,697	\$6,109	
	October-26	\$-	\$-	\$-	\$-	\$-	\$614,974	\$175,707	\$34,733	\$26,050	\$22,591	\$874,054	\$1,697	\$6,109	
	November-26	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109	
	December-26	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109	
	January-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109	
	February-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109	
2029	March-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109	
	April-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109	
	May-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109	
	June-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109	
	July-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109	
	August-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109	
	September-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109	
2030	October-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109	
		\$2,656,035	\$1,021,552	\$175,123	\$131,342	\$122,586	\$17,570,694	\$5,020,198	\$992,365	\$744,274	\$753,030	\$29,187,200	\$72,968	\$262,685	
		\$4,106,639				\$25,080,561									
		\$29,187,200													

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MARCH 18, 2024**

CITIZEN'S ADVISORY COMMITTEE REESTABLISHMENT

Presented by Terence Boga
General Counsel

SUMMARY

At its meeting on January 16, 2024, the Legal, Government and Environmental Affairs Committee ("Legal Committee") voted unanimously (3-0) to recommend that the Commission adopt a resolution to modify the Citizen's Advisory Committee ("CAC") parameters set by Resolution No. 488 to reduce the CAC's membership to nine members representing the Cities of Burbank, Glendale, and Pasadena.

BACKGROUND

In August 2019, the Authority and Los Angeles World Airports jointly formed the Southern San Fernando Valley Airplane Noise Task Force ("Task Force") to help address community concerns regarding noise associated with BUR and Van Nuys Airport. After conducting seven meetings over ten months, the Task Force submitted sixteen recommendations to the Federal Aviation Administration ("FAA"). One of the recommendations encouraged the Authority to create a CAC to address community concerns regarding noise throughout the San Fernando Valley.

On December 14, 2020, the Commission adopted Resolution No. 488 (copy attached as Exhibit A) to establish a CAC with certain parameters. Pursuant to Section 3 of the resolution, the function of the CAC is to be a purely advisory body that focuses exclusively on: (i) gathering public input on airplane noise issues associated with BUR; and (ii) assisting in the update of the Authority's Noise Exposure Map and Noise Compatibility Program pursuant to Title 14, Part 150 of the Code of Federal Regulations. Together, a Noise Exposure Map and a Noise Compatibility Program comprise an Airport Noise Compatibility Study, which is commonly known as a "Part 150 Study."

As to membership, Section 4(A) of Resolution No. 488 provides that the CAC will be a 12-member body comprised of three members from each of the Cities of Burbank, Glendale, Pasadena, and Los Angeles. The resolution requires that the Los Angeles members be residents of Los Angeles City Council Districts 2, 4, and 6 (one each). The resolution sets other parameters including that the CAC will become active upon the Commission's appointment of members, and that the CAC will dissolve once the Authority submits an updated Noise Exposure Map and Noise Compatibility Program to the FAA.

The CAC has no members yet and is still inactive. In Resolution No. 488, the Commission chose to defer appointment of CAC members until the Authority has made a sufficient operational and economic recovery from the COVID-19 pandemic.

On January 16, 2024, the Commission awarded a contract for the Part 150 Study to Harris Miller Miller and Hanson ("HMMH"). HMMH has begun its work and has suggested to staff that the CAC be appointed by the end of April in order to maintain the project schedule.

MODIFICATIONS TO CAC PARAMETERS

At the initiation of Commissioner Najarian, during its January 16, 2024 meeting, the Legal Committee discussed a modification of CAC parameters set by Resolution No. 488. The Legal Committee voted unanimously (3-0) to recommend that the Commission reduce the CAC's membership to nine members representing Burbank, Glendale, and Pasadena. In accordance with that vote, proposed Resolution No. 510 (copy attached as Exhibit B) has been prepared for the Commission's consideration. If adopted, Resolution No. 510 will repeal Resolution No. 488 and reestablish the CAC as a nine-member body with representatives only from the Authority's member cities. To expedite the appointment of the CAC, proposed Resolution 510 also directs staff to solicit nominations from the city managers of each city. The other CAC parameters will remain unchanged.

In sum, if the Commission desires to limit the CAC membership to Burbank, Glendale, and Pasadena representatives, then proposed Resolution No. 510 should be adopted. However, if the Commission desires to include Los Angeles representatives in the CAC membership, no action is necessary. Following the Commission's decision, staff will contact the appropriate cities to solicit their nominations to the CAC.

RECOMMENDATION

The Committee unanimously recommends that the Commission reestablish the CAC by adopting proposed Resolution No. 510 to modify the CAC parameters as described in this report.

Attachments:

Exhibit A: Resolution No. 488
Exhibit B: Resolution No. 510

RESOLUTION NO. 488

A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION ESTABLISHING A CITIZEN'S ADVISORY COMMITTEE TO PROVIDE RECOMMENDATIONS ON UPDATES TO THE NOISE EXPOSURE MAP AND NOISE COMPATIBILITY PROGRAM

The Burbank-Glendale-Pasadena Airport Authority Commission resolves as follows:

Section 1. Findings.

A. Residents in the southern San Fernando Valley have expressed increased concerns about noise from airplanes that use Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("BUR") and Van Nuys Airport ("VNY").

B. The Authority is committed to working with the community and other stakeholders to help identify potential actions to reduce airplane noise without shifting noise to other noise-sensitive communities.

C. In August 2019, the Authority and Los Angeles World Airports jointly formed the Southern San Fernando Valley Airplane Noise Task Force ("Task Force") to help address community concerns regarding noise associated with BUR and VNY.

D. Among other recommendations, the Task Force encouraged the Authority to create a Citizen's Advisory Committee ("CAC") to address community concerns throughout the San Fernando Valley.

E. The Commission concurs with the Task Force's recommendation and believes that a CAC will provide a significant contribution to the Authority's update of its Noise Exposure Map and Noise Compatibility Program pursuant to Title 14, Part 150 of the Code of Federal Regulations ("Part 150").

Section 2. Establishment. The Authority shall have a CAC to be known as the "Hollywood Burbank Airport Citizen's Advisory Committee."

Section 3. Functions. The CAC shall be a purely advisory body and shall focus exclusively on the following matters: (i) gathering public input on airplane noise issues associated with BUR; and (ii) assisting in the update of the Authority's Noise Exposure Map and Noise Compatibility Program pursuant to Part 150. Other matters, including airport marketing, airline retention, and the replacement terminal project, are not within the CAC's jurisdiction. The CAC shall not have access to attorney-client privilege Authority documents without prior authorization from the Commission.

Section 4. Membership.

A. The CAC shall be a 12-member body comprised of three members from each of the Cities of Burbank, Glendale, Pasadena, and Los Angeles. CAC members shall be residents of the city that they are representing; provided, however, that the Los Angeles representatives shall be residents of Los Angeles City Council Districts 2, 4, and 6 (one each).

B. CAC members shall be appointed by the Commission by majority vote. The Authority shall ask the Burbank City Council, the Glendale City Council, and the Pasadena City Council to each recommend three constituents who are interested in serving on the CAC; and shall ask the Los Angeles City Council Members from Districts 2, 4, and 6 to each recommend one constituent who is interested in serving on the CAC. The Commission shall reasonably defer to the recommendations received, but the Commission may reject any recommendation and appoint an alternative person at its discretion. In the event the Commission rejects one or more recommendations, the Authority shall solicit applications from residents of the area(s) to be represented. Any person who is an elected official, a staff member of an elected official, or a candidate for elective office shall not be considered for appointment to the CAC.

C. The Commission shall proceed with the appointment of CAC members upon determining that the Authority has made a sufficient operational and economic recovery from the COVID-19 pandemic.

D. CAC members shall serve without compensation at the pleasure of the Commission and may be removed by majority vote of the Commission.

Section 5. Officers. The CAC shall elect a Chairperson from its membership.

Section 6. Meetings. Regular meetings of the CAC shall be held on a quarterly basis. CAC meetings shall be held in accordance with the Brown Act (Government Code Sections 54950 et seq.).

Section 7. Duration. The CAC shall become active upon appoint of its membership by the Commission. The CAC shall dissolve upon the Authority's submission of an updated Noise Exposure Map and Noise Compatibility Program to the FAA.


Section 8. Effective Date. This Resolution shall be effective upon adoption.

Adopted this 14th day of December 2020.



Ross Selvidge, Ph.D., President
Burbank-Glendale-Pasadena Airport Authority


Attest:


Frank R. Miller, Assistant Secretary

STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

I, Frank R. Miller, do hereby certify that the foregoing resolution was duly and regularly adopted by the Commissioners of the Burbank-Glendale-Pasadena Airport Authority at its regular meeting held on the 14th day of December 2020 by the following vote:

AYES:	Commissioners Brown, Agajanian, Adams, Devine, Kennedy, Najarian, Selvidge, and Wiggins
NOES:	None
ABSENT:	Commissioner Madison



Frank R. Miller
Assistant Secretary

RESOLUTION NO. 510

A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION REESTABLISHING THE CITIZEN'S ADVISORY COMMITTEE

The Burbank-Glendale-Pasadena Airport Authority Commission resolves as follows:

Section 1. Findings.

A. Residents in the southern San Fernando Valley have expressed increased concerns about noise from airplanes that use Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("BUR") and Van Nuys Airport ("VNY").

B. The Authority is committed to working with the community and other stakeholders to help identify potential actions to reduce airplane noise without shifting noise to other noise-sensitive communities.

C. In August 2019, the Authority and Los Angeles World Airports jointly formed the Southern San Fernando Valley Airplane Noise Task Force ("Task Force") to help address community concerns regarding noise associated with BUR and VNY.

D. Among other recommendations, the Task Force encouraged the Authority to create a Citizen's Advisory Committee ("CAC") to address community concerns throughout the San Fernando Valley.

E. On December 14, 2020, the Commission adopted Resolution No. 488 to establish the CAC to provide recommendations to the Authority on its update of the Noise Exposure Map and Noise Compatibility Program pursuant to Title 14, Part 150 of the Code of Federal Regulations ("Part 150").

F. On January 16, 2024, the Commission awarded a contract to Harris Miller Miller and Hanson ("HMMH") for the preparation of an Airport Noise Compatibility Study pursuant to Part 150 ("Part 150 Study").

G. On January 16, 2024, the Commission's Legal, Government, and Environmental Affairs Committee recommended that the composition of the CAC be modified to only include members from the Cities of Burbank, Glendale, and Pasadena.

Section 2. Reestablishment. The Authority shall have a CAC to be known as the "Hollywood Burbank Airport Citizen's Advisory Committee."

Section 3. Functions. The CAC shall be a purely advisory body and shall focus exclusively on the following matters: (i) gathering public input on airplane noise issues associated with BUR; and (ii) assisting in the update of the Authority's Noise Exposure Map and Noise Compatibility Program pursuant to Part 150. Other matters, including airport marketing, airline retention, and the replacement terminal project, are not within the CAC's jurisdiction. The CAC

shall not have access to attorney-client privilege Authority documents without prior authorization from the Commission.

Section 4. Membership.

A. The CAC shall be a 9-member body comprised of three members from each of the Cities of Burbank, Glendale, and Pasadena. CAC members shall be residents of the city that they are representing.

B. CAC members shall be appointed by the Commission by majority vote. The Authority shall ask the Burbank City Manager, the Glendale City Manager, and the Pasadena City Manager to each recommend three constituents who are interested in serving on the CAC. The Commission shall reasonably defer to the recommendations received, but the Commission may reject any recommendation and appoint an alternative person at its discretion. In the event the Commission rejects one or more recommendations, the Authority shall solicit applications from residents of the area(s) to be represented. Any person who is an elected official, a staff member of an elected official, or a candidate for elective office shall not be considered for appointment to the CAC.

C. CAC members shall serve without compensation at the pleasure of the Commission and may be removed by majority vote of the Commission.

Section 5. Officers. The CAC shall elect a Chairperson from its membership.

Section 6. Meetings. Regular meetings of the CAC shall be held on a quarterly basis. CAC meetings shall be held in accordance with the Brown Act (Government Code Sections 54950 et seq.).

Section 7. Duration. The CAC shall become active upon appointment of its membership by the Commission. The CAC shall dissolve upon the Authority's submission of an updated Noise Exposure Map and Noise Compatibility Program to the FAA.

Section 8. Repeal of Prior Resolution. Resolution No. 488 is repealed.

Section 9. Effective Date. This Resolution shall be effective upon adoption.

Adopted this 18th day of March, 2024.

Felicia Williams, President
Burbank-Glendale-Pasadena Airport Authority

Attest:

Frank R. Miller, Assistant Secretary

STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

I, Frank R. Miller, do hereby certify that the foregoing resolution was duly and regularly adopted by the Commissioners of the Burbank-Glendale-Pasadena Airport Authority at its regular meeting held on the ____ day of March 2024 by the following vote:

AYES:

NOES:

ABSENT:

Frank R. Miller
Assistant Secretary

MONTH TO MONTH OFFICE LEASE

BETWEEN

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

AND

UNIFI AVIATION, LLC

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EXHIBITS

- A Premises
- B FAA Grant Agreement Assurances
- C Tenant Improvement Policy

MONTH TO MONTH OFFICE LEASE

THIS MONTH TO MONTH OFFICE LEASE ("Lease") is dated as of _____, 2024 and is entered into by and between the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, 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 ("Landlord"), and UNIFI AVIATION, LLC, a Delaware limited liability company ("Tenant").

In consideration of the mutual covenants, conditions, and agreements contained herein, Landlord and Tenant hereby agree as follows:

1. LEASED PREMISES.

1.1 Location of Leased Premises.

Landlord hereby leases to Tenant, and Tenant hereby hires and takes from Landlord, those certain premises more particularly described in Exhibit "A" attached hereto ("Leased Premises") located in the Building described in Exhibit "A" situated within the Bob Hope Airport ("Airport"), including the right in common with others, to the use of certain of the "common use facilities" of the Airport as set forth in Section 13, upon the terms and subject to the conditions set forth in this lease.

1.2 Acceptance of the Leased Premises.

Tenant hereby accepts the Leased Premises in the condition existing as of the date hereof. Tenant hereby agrees that the Leased Premises are in a good and tenantable condition and acknowledges that Tenant has inspected the Leased Premises and available common use facilities of the Airport to its satisfaction and acknowledges that Landlord is not obligated to make any repairs or alterations to the Leased Premises or common use facilities.

1.3 Reservations to Landlord.

Tenant further accepts the Leased Premises subject to any and all existing easements and encumbrances. Landlord reserves the right, without obligation, to install, lay construct, maintain and repair utilities and appurtenances necessary or convenient in connection therewith in, over, upon, through, across, under and along the Leased Premises or any part thereof, and to enter the Leased Premises for any and all such purposes. Landlord also reserves the right to grant franchises, licenses, easements, rights of way and permits in, over, upon, through, across, under and along any and all portions of the Leased Premises. No right reserved by Landlord in this Section shall be so exercised as to interfere unreasonably with Tenant's operations hereunder.

1.4 Landlord's Right of Access.

Landlord shall have free access to the Leased Premises in all cases of emergency, and during all reasonable hours for the purposes of examining the same to ascertain if they are in good repair, inspecting any work in progress within the Leased Premises, the Building or elsewhere on the Airport, making repairs which Landlord may be required or permitted to make hereunder, and exhibiting the same to prospective purchasers or Tenants. Such entry shall be made in a manner which will not unreasonably interfere with Tenant's use of the Leased Premises, except in case of emergency. In the event that Tenant is not personally present to open and permit such entry, Landlord may enter by means of a master key or may enter forcibly and shall incur no liability to Tenant as a result of such entry, and this Lease shall not be affected thereby.

2. TERM

2.1 Commencement Date.

The term of this lease shall be month to month, commencing at 12:01 a.m., on _____, 202__ (hereinafter the "Commencement Date"), and continuing until this Lease is terminated as provided herein. However, upon the expiration of earlier termination of the Non-Exclusive License Agreement to Conduct Commercial Aviation Ground Handling and Support Services dated July 1, 2021 ("NELA"), this Lease shall concurrently terminate.

2.2 Early Possession.

In the event that Tenant, with Landlord's consent, takes possession and Tenant shall be subject to all of the provisions hereof, excluding any and all covenants, obligations and conditions required to be performed or satisfied by Landlord under this Lease, and the provisions of Section 3.3 applicable to adjustments in the Monthly Base Rent (as defined herein) shall apply. Landlord shall have no obligation or responsibility with respect to such early possession, and Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims, losses, damages, liabilities, obligations, costs and expenses, including attorneys' fees, arising out of, resulting from or relating to such early possession.

2.3 Termination.

Either party shall have the right to terminate this Lease at any time, with or without cause, by delivering to the other party at least thirty (30) days' prior written notice of termination.

2.4 Default.

Landlord shall have the right to terminate this lease in the event of a default by Tenant as provided in Section 11.2.

3. RENT

3.1 Rent.

In consideration of Landlord leasing to Tenant the Leased Premises, Tenant shall pay to Landlord as monthly base rent the sum of Five Hundred Fifty-Five Dollars and 83/100th Cents (\$555.83) ("Monthly Base Rent"), subject to adjustment pursuant to Sections 3.2 and 3.3, commencing on the Commencement Date and continuing on the first (1st) day of each calendar month thereafter during the term hereof. The Monthly Base Rent from the Commencement Date to the first (1st) day of the calendar month following the Commencement Date and for the calendar month in which this Lease is terminated shall be prorated to the extent that such calendar months are partial calendar months on the basis of thirty (30) day calendar month.

3.2 Adjustment by Landlord Resolution.

Following 365 days after the Commencement Date ("Initial Term"), Landlord shall have the right, and from time to time, during the term of this Lease, to adjust the amount of Monthly Base Rent by resolution adopted by Landlord in accordance with its Joint Powers Agreement; provided, however, that such adjustment shall not exceed 3% year-over-year, and shall not be effective until Landlord delivers to Tenant at least thirty (30) days' prior written notice thereof. From and after the effective date of the adjustment provided for in any written notice delivered by Landlord to Tenant pursuant to this Section, the Monthly Base Rent shall be in the amount set forth in such written notice, subject to any and all further adjustments which may be made by Landlord pursuant to this Section.

3.3 Special Adjustments to Monthly Base Rent.

In the event that (i) Landlord is unable to deliver possession of some or all of the Leased Premises on the Commencement Date, or (ii) this Lease is terminated pursuant to Section 2.3 or 2.4, or (iii) the Leased Premises are subject to a taking under the power of eminent domain which does not result in a termination of this Lease as provided in Section 9, the following provisions shall apply: (i) if the area of the Leased Premises is reduced by more than ten percent (10%) but not more than twenty-five percent (25%) in the aggregate, the Monthly Base Rent for the remainder of the Annual Period during which such reduction occurs shall be reduced, effective as of the date of such reduction, by the same percentage; or (ii) if the area of the Leased Premises is reduced by more than twenty-five percent (25%) in the aggregate, the Monthly Base Rent for the remainder of the Annual Period during which such reduction occurs shall be reduced, effective as of the date of such reduction, by such amount as Landlord determines in its sole discretion, as set forth in a written notice to Tenant.

3.4 Taxes.

3.4.1 Possessory Interest and Other Taxes.

Tenant shall pay, as additional rent under this Lease, all "taxes" imposed by

any authority having the direct or indirect power to tax and which are applicable to the Leased Premises during the term of this Lease. As used herein, the term "taxes" shall include any form of possessory interest tax, assessment (including public facilities maintenance district levy or assessment or any public transit or other benefit assessment district levy or assessment), license fee, commercial rental tax, any tax or excise on rents, levy, penalty or tax (other than net income, inheritance or estate taxes) imposed by any authority having the direct or indirect power to tax, including any federal, state, county or city, government, or any school, agricultural, lighting, drainage, or other improvement district thereof, as against any legal or equitable interest of Landlord in the Leased Premises are a part, as against Landlord's right to rent or other income therefrom, or as against Landlord's business of leasing the Leased Premises. In this regard, Tenant recognizes and understands that this Lease might be held to create a possessory interest subject to property taxation and that Tenant might be subject to the payment of property taxes levied on such interest.

3.4.2 Personal Property Tax.

Tenant shall pay before delinquency any and all taxes and assessments on the furniture, fixtures, equipment and other personal property of Tenant located or used in the Leased Premises, whether assessed to Tenant or assessed to Landlord as part of the real property.

3.5 Utilities.

3.5.1 Payment.

Tenant shall pay all costs, expenses and charges for telephone and other utilities and services, other than gas, heat, light, power and air conditioning services payment of which shall be included in Monthly Base Rent, supplied to the Leased Premises, together with any taxes thereon and any connection fees, prior to when such charges are due, and Tenant shall indemnify Landlord against any liability therefore. In the event that any utilities or services are not separately metered to Tenant, Tenant shall pay to Landlord, as additional rent under this Lease, Tenant's proportionate share, determined by Landlord, of all charges jointly metered with other premises in the Building or elsewhere at the Airport within fifteen (15) days following the delivery to Tenant of a statement with respect thereto.

3.5.2 No Obligation to Furnish.

Notwithstanding any other provisions of this Lease, Tenant acknowledges that Landlord has no obligation to provide any utilities or services to the Leased Premises. Landlord shall not be liable to Tenant under any circumstances for damages or loss to Tenant's property, injury to persons or property, or consequential damages, however occurring, through, in connection with, or incidental to any such utilities or services not being

provided or inadequately being provided or any permanent or temporary cessation or other interruption of any such utilities or services.

3.5.3 Compliance with Utility Supplier Rules.

Tenant shall comply with all rules and regulations which Landlord, any governmental agencies or authorities, or any utility company may establish for the use, proper functioning and protection of any utilities or services.

3.6 Net Lease.

Landlord shall receive all amounts payable by Tenant pursuant to this Section 3 or any other provision of this Lease, free and clear of any and all other impositions, taxes, liens, charges or expense of any nature whatsoever in connection with the ownership and operation of the Leased Premises. In addition to the amounts payable by Tenant pursuant to this Section 3, Tenant shall pay to the parties respectively entitled thereto all other impositions, operating charges, maintenance charges, construction costs, and any other charges, costs and expenses which arise or may be contemplated under any provision of this Lease during the term hereof, except only those amounts payable by Landlord as provided in Section 5.1.1. All of such charges, costs and expenses shall constitute additional rent, and upon the failure of Tenant to pay any of such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent.

3.7 Interest on Past Due Payments.

Any amount due from Tenant pursuant to this Section 3 or any other provision of this Lease which is not paid when due shall bear interest from the due date until paid at a rate equal to five percent (3%) per year in excess of the prevailing rate established by the Federal Reserve Bank at San Francisco on advances to member banks on the twenty-fifth (25th) day of the month preceding the Commencement Date (but not more than the maximum rate permissible by law); provided, however, that the payment of any interest pursuant to this Section shall not excuse or cure any default by Tenant with respect to its obligations to pay any amount due from Tenant pursuant to this Section 3 or any other provision of this Lease.

3.8 Address for Payment.

The payment of Monthly Base Rent and all other amounts due to Landlord hereunder shall be paid at the office of Landlord; Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California 91505, ATTENTION: Controller, or at such other place as Landlord may designate from time to time in writing.

4. SECURITY DEPOSIT.

Concurrently with the execution of this Lease, Tenant shall pay to Landlord the sum of \$1,667.49, equivalent to three times the Monthly Base Rent ("Security Deposit"), as security for the full and faithful performance by Tenant of the terms, provision, conditions, clauses, and covenants of this Lease. In the event Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of Monthly Base Rent or any other amounts payable by Tenant to Landlord hereunder, Landlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit for the payment of such Monthly Base Rent or other amounts in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to cure any other default for any other loss or damage which Landlord may suffer by reason of Tenant's default including, but not limited to or repairing damages to the Leased Premises, the Building or other areas of the Airport or any portion thereof, caused by Tenant. If any portion of the Security Deposit is so used or applied, Tenant shall, upon demand, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the amount of the current Monthly Base Rent and Tenant's failure to do so shall constitute a material breach of this Lease. Landlord shall not be required to keep the Security Deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, the Security Deposit, or so much thereof as has not previously been applied by Landlord, shall be returned, without payment of interest for its use, to Tenant (or, at Landlord's election, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the term hereof, following Tenant's vacation of the Leased Premises in strict accordance with the provisions of this Lease. No trust relationship is created herein between Landlord and Tenant with respect to the Security Deposit.

5. CONDUCT OF BUSINESS BY TENANT.

5.1 Principal Use of Airport.

Tenant hereby acknowledges that the principal use of the Airport consists of the operation of a public airport and that all other businesses and operations which now are or hereafter permitted by Landlord, to be conducted on or at the Airport, including Tenant's use of the Leased Premises pursuant to this Lease, must be at all times compatible with such principal use, as Landlord, in its sole discretion, shall determine.

5.2 Authorized Use of Leased Premises; Termination Upon Termination of NELA.

Tenant shall use the Leased Premises solely for office use in connection with its Non-Exclusive License Agreement to Conduct Commercial Aviation Ground Handling and Support Services dated July 1, 2021 ("NELA"). Tenant shall not use the Leased Premises for any use other than office use.

Upon the expiration of earlier termination of the NELA, this Lease shall concurrently terminate.

5.3 Licenses, Permits; Compliance with Laws.

Tenant, at Tenant's own cost and expense, shall obtain and maintain in effect at all times during the term hereof all licenses, permits, certificates, approvals and other authorizations required by any federal, state, county, city or other governmental authority or agency having jurisdiction over Tenant, Tenant's business and operations, the Leased Premises, the Building or the other areas of the Airport, including, without limitation, all licenses, permits certificates, approvals and other authorizations required by the FAA. Without limiting the generality of the foregoing, Tenant shall comply with all applicable federal, state, county and city statutes, regulations, rules, ordinances and all orders of any department, bureau or agency or any governmental authority having jurisdiction over Tenant, Tenant's business and operations and the occupancy, maintenance and use of the Leased Premises for the purpose demised hereunder including, without limitation, the provisions of Section 24 and all rules and regulations promulgated by the FAA.

5.4 Restrictions On Use.

5.4.1 No Other Use.

Tenant shall not use or permit the use of the Leased Premises for any purpose other than the purposes set forth in Section 5.2.

5.4.2 Manner of Use.

Tenant shall not use or permit the use of the Leased Premises, the Building or any other areas of the Airport in any manner that will (i) tend to create or permit any waste or nuisance, (ii) tend to disturb other tenants, occupants, licensees, concessionaires or other users or customers of the Building or any other areas of the Airport, (iii) invalidate or cause the cancellation of or be in conflict with any fire or other hazard insurance policies covering the Airport, or (iv) increase the premiums for any fire insurance policies covering the Airport or any property located therein, over the premiums for such policies in effect on the Commencement Date hereof. Tenant, at its expense, shall comply with all rules, orders, regulations, or requirements of the National Board of Fire Underwriters, or any other similar body.

5.4.3 Vending Machines.

Tenant shall not place any vending machines or vending devices in or on the Leased Premises without the prior written approval of Landlord.

5.4.4 Interference With Utilities, Police, Fire Fighting.

Tenant shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the mechanical, gas, electrical, heating, ventilating, air conditioning, plumbing or sewer systems, facilities or devices or portions thereof on or servicing the Leased Premises, the

Building or elsewhere on the Airport, nor shall Tenant do or permit to be done anything which may interfere with free access or passage to the Leased Premises, the Building or the streets, roads, parking lots, curb areas, entryways, exits, sidewalks adjoining the Building, the common use facilities of the Airport or the public areas adjacent thereto. In addition, Tenant shall not hinder police, fire fighting or other emergency personnel in the discharge of their duties.

5.4.5 Interference with Fire Exits.

Tenant shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of fire exits, elevators or escalators in or adjacent to Leased Premises, the Building or elsewhere at the Airport, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto.

5.5 Non-Discrimination and Affirmative Action.

Tenant shall comply with the provisions of Exhibit "B" attached hereto and by this reference made a part hereof regarding nondiscrimination, as the same may be amended by Landlord from time to time. In addition, Tenant shall undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E, to insure that no person shall, on the ground of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 Code of Federal regulations Part 152, Subpart E. Tenant agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by said subpart. Tenant will require that its permitted subtenants, licensees or permittees will provide assurances to Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their licensees or permittees, as required by 14 Code of Federal regulations Part 152, Subpart E, to the same effect.

5.6 Compliance with FAA Grant Assurances and Airport Use.

In connection with the ownership and use of the Airport by Landlord, Tenant hereby agrees as follows:

5.6.1 Development or Improvement of Landing Area.

Landlord reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of Tenant, and without interference or hindrance.

5.6.2 Maintenance of Landing Area and Public Facilities.

Landlord reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair all common use facilities and publicly owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.

5.6.3 Agreements with United States.

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Landlord and the United States, or any lawful requirement of the United States, relative to the development, operation, or maintenance of the Airport.

5.6.4 Reservation of Rights.

There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises and the other areas of the Airport. This public right of flight shall include the right to cause within said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the Airport.

5.6.5 Height Restrictions.

Tenant shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree, on the Leased Premises, the Building or elsewhere at the Airport in violation of federal height restrictions and obstruction criteria or any more restrictive height restrictions and obstruction criteria established from time to time by Landlord. In the event the aforesaid covenants are breached, Landlord reserves the right to enter upon the Leased Premises, the Building or other areas of the Airport to remove the offending structure or object and to cut the offending tree, all of which shall be at the expense of Tenant.

5.6.6 Interference with Aircraft.

Tenant shall not make use of the Leased Premises or any other areas of the Airport in any manner which might interfere with the landing and taking off of aircraft from the Airport, or which might otherwise constitute a hazard. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Leased Premises or any other areas of the Airport and cause the abatement of such interference, at the expense of Tenant.

5.6.7 Rights of United States.

This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport, or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency or otherwise.

5.6.8 Unauthorized Access.

Tenant shall use reasonable precautions to prevent unauthorized persons from gaining access to restricted flight and aircraft operational areas,

including, without limitation, the precautions established pursuant to Section 5.7.

5.7 Airport Security.

Part X of Landlord's Airport Security Program, as the same may be modified or supplemented from time to time by Landlord or its staff in its sole and absolute discretion ("Security Requirements"), are an integral part of the Lease and hereby incorporated herein by this reference.

5.8 Air Quality Improvement Plan. In addition to complying with the foregoing, Tenant shall also comply with the certain provisions of the Burbank Airport's Air Quality Improvement Plan:

5.8.1 Ground Support Equipment Emissions Policy. Airlines and other entities own and operate ground support equipment ("GSE") to support arriving, departing, and parked aircraft at the Airport. The Airport's GSE policy will ensure that the Airport achieves Airport-wide GSE emissions targets. The Airport will achieve an airport average composite emissions factor for its GSE fleet which is equal to or less than 1.66 horsepower-hour of nitrogen oxides (g/hp-h of NO_x) by January 1, 2023, and 0.74 g/hp-h of NO_x by January 1, 2031. Upon achieving the 2023 and 2031 emissions targets, Tenant shall be required to ensure its fleet average continues to meet the Airport emissions targets. Tenant's obligation to meet the 2031 target shall be contingent on the installation of adequate infrastructure to support zero-emission GSE, which is operationally feasible and commercially available. Tenant's "Burbank Airport GSE fleet" shall be comprised solely of GSE operated at the Airport. Emissions performance of GSE operating at the Airport cannot be averaged with emissions performance of GSE operating at other airports to demonstrate compliance with the Airport GSE emissions targets.

5.8.2 Clean Construction Policy. Landlord has adopted a Clean Construction Policy, which may be accessed/found at <http://hollywoodburbankairport.com/green-initiatives/>. For all capital improvement projects ("CIPs") undertaken by Tenant, Tenant shall comply, and shall cause its CIP contractors to comply, with such Clean Construction Policy, and shall otherwise ensure its contractors follow clean construction policies to reduce emissions of NO_x such as using low-emission vehicles and equipment, recycling construction and demolition debris, and minimizing non-essential trips through better schedule coordination.

5.8.3 Burbank Airport Employee Ride Share Policy. Landlord intends to join the Burbank Transportation Management Organization (BTMO), which will serve all Airport employees and all Airport tenant

employers, including employers with less than 250 employees. Tenant is encouraged to also join and to actively participate in the BTMO as an individual member.

6. MAINTENANCE AND REPAIRS.

6.1 Landlord's Obligations.

6.1.1 Landlord Obligations.

During the term of this Lease, Landlord shall keep and maintain in good condition and repair, reasonable wear and tear excepted, according to the standards established by Landlord, as the same may be changed at any time and from time to time, (i) the foundations, roof and other structural components of the Building, including the structural portions of the exterior walls of the Leased Premises, and (ii) all sprinklers, plumbing, sewer, electrical, water, gas, drains, heating, ventilating and air conditioning systems, facilities and equipment serving the Leased Premises, but only to the extent such systems, facilities or equipment are located within the Airport and only to the point of connection or distribution to the Leased Premises, as determined by Landlord, and are not located within any easement in favor of a municipal or public utility supplier; provided, however, that Landlord shall have no obligation to repair any damage to any of the foregoing to the extent caused by the willful or negligent act or omission, including, without limitation, any overuse or abuse, of Tenant or the agents, employees, or invitees of Tenant, which damage shall be repaired promptly by Tenant, at Tenant's sole cost and expense. Landlord shall have no obligation to commence any maintenance or repair required under this Section until thirty (30) days after the receipt by Landlord of written notice of the need for such maintenance or repair. Landlord shall not be liable to Tenant for any injury to or interference with Tenant, Tent's business and operations or use or occupancy of the Leased Premises arising out of, resulting from, or relating to the performance of any maintenance or the making of any repairs.

6.1.2 Tenant Waiver.

Except as provided in Section 6.1.1, Landlord shall have no obligation to maintain or make any repairs to the Leased Premises. Tenant hereby waives any and all rights provided in Section 1941 through Section 1942, inclusive of the Civil Code of California and hereby waives, to the extent permissible, any rights under other statutes or laws now or hereafter in effect which are contrary to the obligations of Landlord under Section 6.1.1, or which place obligations upon Landlord in addition to those provided in Section 6.1.1. Landlord shall not be liable to Tenant by reason of any injury to or interference with Tenant's business arising from or connected with the need for or the making of any repairs, alteration, or improvements to the

Leased Premises.

6.2 Tenant's Obligations.

6.2.1 Maintenance.

Except as expressly provided in Section 6.1.1 hereof, Tenant, at Tenant's sole expense, shall maintain the Leased Premises, in good order, condition, and repair and in a neat, attractive, sanitary condition, free from waste or debris according to standards established by Landlord (whether or not such part of the Leased Premises requiring repair, or the means of repairing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such part of the Leased Premises) including, without limitation, all of the following: (i) all ceilings, floors, interior walls, non-structural components of exterior walls, store fronts, windows, doors, door locks, plate glass, showcases, skylights, entrances, and vestibules located within the Leased Premises, and (ii) trade fixtures, furniture and other personal property located in or used in the Leased Premises, including, without limitation, any and all alterations (as defined in Section 7.1). Tenant shall make any and all repairs required pursuant to this Section as and when the same become necessary to maintain the Leased Premises and every part thereof in good order condition and repair, but in no event later than thirty (30) days following the delivery to Tenant of the need for such repair, or immediately in the event of an emergency. All repairs to the Leased Premises made by Tenant as provided in this Lease shall be performed in accordance with all applicable statutes, regulations, rules and ordinances and all requirements and orders of any and all federal, state, county, city and other governmental authorities and agencies having jurisdiction with respect thereto and Tenant shall secure all licenses, permits, approvals and authorizations required with respect thereto.

6.2.2 Tenant Failure to Repair.

In the event that Tenant fails to make any repair to the Leased Premises pursuant to Section 6.2.1 within thirty (30) days following the delivery to Tenant of written notice of the requirement therefore, or immediately in the event of any emergency, Landlord shall have the right, but not the obligation, at Landlord's option, to enter upon the Leased Premises and put the same in good order, condition and repair, and in a neat, attractive and sanitary condition, free from waste and debris, and the cost thereof shall become due and payable, upon demand, by Tenant to Landlord as additional rent under this Lease.

7. IMPROVEMENTS AND ALTERATIONS.

7.1 Construction.

Tenant shall not, without in each instance obtaining the prior written consent of Landlord, which consent may be granted or withheld, in Landlord's sole discretion, construct, install or make any modifications, alterations, improvements, or additions ("Alterations") in, on or to the Leased Premises. Landlord may impose, as a condition of such consent, such requirements as to the contractor, time, manner, method, design and construction in which the Alterations shall be done as Landlord determines, in its sole discretion. No such Alterations shall be undertaken until Tenant shall have procured and paid for all permits, licenses, approvals and authorizations of all required governmental authorities and agencies having jurisdiction thereof. Prior to the commencement of any Alterations, Tenant shall comply with the rules and guidelines established by Landlord for such work pursuant to Landlord's policy on tenant improvements attached hereto as Exhibit "C", as the same may be amended from time to time. All plans shall be subject to Landlord's approval and, when required by the Airport Engineer, shall be prepared, stamped and signed by a California licensed architect or engineer. Engineers shall be licensed for the particular discipline required. No work required in connection with any Alterations shall commence prior to receiving written approval of Landlord. All work done in connection with any Alterations shall be done at Tenant's sole expense and with reasonable diligence, in a good and workmanlike manner, and in compliance with all applicable federal, state, county and city statutes, regulations, rules and ordinances and all orders of any and all governmental authorities having jurisdiction thereof. In order to expedite plan review and approval and to insure that the proposed Alterations will be compatible with the Airport uses, Tenant first shall submit to Landlord for approval a schematic or conceptual plan. Landlord shall have the right to inspect and reject any work not done in accordance with the plans and specifications, and Tenant shall immediately repair or remove such work in accordance with this Section. Within thirty (30) days following the completion of an Alterations, Tenant shall furnish to Landlord a set of "as built" plans and specifications.

7.2 Indemnity.

Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all responsibilities, liabilities, obligations, damages, injuries, claims, demands, losses, awards, judgments, costs or expenses, arising out of, resulting from, or relating to any and all Alterations constructed, installed or made by Tenant on, in or to the Leased Premises pursuant to Section 7.1 by virtue of Landlord's review of the plans and specifications relating thereto or otherwise. Tenant hereby assigns to Landlord any and all warranties or guaranties of contractors and subcontractors furnishing labor, materials, equipment and services in connection with the Alterations, which assignment shall be effective upon the expiration or earlier termination of the Lease.

7.3 Payment.

Tenant shall pay, when due, all claims for labor, materials, equipment and services furnished or alleged to have been furnished to or for Tenant at or for use in the

Leased Premises or any other areas of the Airport, which claims are or may be secured by any lien against the Leased Premises or the other areas of the Airport or any interest therein. In the event any such lien is filed against the Leased Premises or any other areas of the Airport, it shall be discharged by Tenant, at Tenant's expense, within (10) days after written notice thereof is delivered to Tenant. Landlord shall have the right to post such notices of non-responsibility as are provided for in the mechanics' lien laws of California.

7.4 Landlord's Property.

Except for personal property and trade fixtures not permanently affixed to the Leased Premises, all Alterations, decorations, floor coverings, and fixtures made in, on, or to the Leased Premises by or on behalf of Tenant pursuant to Section 7.1, upon the expiration or other termination of this Lease, shall become Landlord's property and shall be surrendered with the Leased Premises, unless Landlord shall elect otherwise not less than thirty (30) days prior to the expiration, or not more than ten (10) days after any other termination, of this Lease. In the event of such election, such Alterations, decorations, floor coverings and fixtures, made by or on behalf of Tenant in the Leased Premises, as Landlord may select, shall be removed by Tenant, at its sole cost and expense, at or prior to the expiration of the term of this Lease, the Leased Premises shall be restored and repaired to the condition existing as of the Commencement Date, subject to reasonable wear and tear, casualty and damage by the elements. In the event of the termination of this Lease prior to the expiration of the term hereof, any such removal shall be accomplished within thirty (30) days after such termination.

8. INSURANCE; INDEMNITY; WAIVERS.

8.1 Tenant Requirements.

8.1.1 General.

Tenant, at all times during the term hereof and at Tenant's sole cost and expense, shall maintain in effect the policies of insurance with limits of liability as provided in this Section 8.1.1.

8.1.2 Commercial General Liability Insurance.

A policy of commercial general liability insurance written on an occurrence basis covering the liability of Tenant and Landlord arising out of, resulting from or relating to injuries to or death of persons and damage to or loss of property occurring on, in, under or about the Leased Premises in the minimum amount of Five Million Dollars (\$5,000,000) per occurrence for bodily injury, including death, or property damage.

8.1.3 Fire Insurance.

A policy or policies of hazard insurance insuring against loss or damage to or destruction of (i) Tenant's fixtures, Alterations, personal property and

equipment located in, on, or at the Leased Premises in an amount not less than one hundred percent (100%) of their replacement value, and (ii) all plate glass in the Leased Premises, on an all risk basis.

8.1.4 Workers' Compensation Insurance.

Statutory workers' compensation insurance and employers' liability coverage in the minimum amount of One Million Dollars (\$1,000,000) covering Tenant's liability for its business and operations at the Leased Premises.

8.1.5 Motor Vehicle Liability.

Motor vehicle liability insurance coverage, including hired and non-owned vehicle coverage, which provides public liability and property damage liability coverages of not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, including death, or property damage occurring as a result of the ownership, use or operation of motor vehicles in connection with Tenant's business and operations at the Leased Premises.

8.1.6 Adjustment of Insurance Coverage and Limits.

Landlord may add to or change the types or coverages of insurance or the minimum limits of liability required to be maintained by Tenant pursuant to Section 8.1.1 by written notice to Tenant of such additions or changes. If Tenant elects not to maintain such additional or changed insurance or limits of liability, Tenant may terminate this Lease in its entirety by written notice of termination given to Landlord prior to the expiration of said thirty (30) days. If Tenant does not terminate this Lease, Tenant shall obtain such additional or changed types of insurance or coverages or shall increase its insurance limits of liability as may be required by Landlord and failure to do so shall be an event of default under Section 12.1.5.

8.1.7 Policy Requirements.

Each insurance policy required to be maintained by Tenant pursuant to Section 8.1.1 (i) shall be obtained from an insurance company authorized to conduct business in the State of California and having a rating of not less than A VII in A.M. Best's Insurance Guide; (ii) except for workers' compensation, shall name Landlord as a named additional insured; and (iii) shall provide that Landlord given at least thirty (30) days' prior written notice of the termination, cancellation or amendment thereof. Concurrently with the execution and delivery of this Lease, Tenant shall furnish to Landlord a certificate or copy of each such insurance policy and prior to the expiration, cancellation or termination thereof, Tenant shall deliver to Landlord certificates or copies of any and all extensions, renewals or replacements thereof. Tenant may satisfy the insurance requirements under the Concession Agreement by maintaining policies which cover both the Leased Premises and the premises leased under the Concession

Agreement.

8.1.8 No Limitation of Liability.

Tenant acknowledges and agrees that the limits of liability provided in the insurance policies maintained by Tenant pursuant to Section 8.1.1 shall in no event be considered as limited the liability of Tenant under this Lease.

8.2 Indemnification.

Tenant shall defend, indemnify and hold harmless Landlord and its commissioners, officers, employees, agents and contractors, from and against any and all claims, demands, actions, suits, proceedings, damages, losses, liabilities, obligations, costs and expenses, including, without limitation, attorneys' fees, arising out of, resulting from or relating to the use or occupancy of the Leased Premises, the Building or any other areas of the Airport by Tenant and its directors, officers, partners, employees, agents, representatives, contractors and customers, except to the extent legally caused by the active negligence or willful misconduct of Landlord.

8.3 Tenant Acknowledgement of Receipt of Notice of Claim. If Landlord delivers to Tenant a notice of a claim filed with Landlord involving Tenant with a request that Tenant acknowledge receipt of the notice, then Tenant shall acknowledge receipt of such notice in writing within thirty (30) days, and failure to timely acknowledge receipt shall constitute an Event of Default.

8.4 Exemption of Landlord from Liability.

Tenant, on behalf of itself and its directors, officers, partners, employees, agents, representatives, contractors and customers hereby waives all claims against Landlord, and Landlord shall not be liable, for any injury or death to persons or any damage or loss to any property in, on, or about the Leased premises, the Building or any other areas of Airport, arising out of, resulting from or relating to

(i) latent or patent defects in the construction or condition of the Leased Premises, the Building or any other areas of the Airport; (ii) Acts of God; (iii) fire, steam, electricity gas, water, or rain which may leak or flow from or into any part of the Leased Premises, the Building or any other areas of the Airport; (iv) riot, civil commotion, aircraft, vehicles, smoke, vandalism, malicious mischief; (v) breakage, leakage, obstruction or other defects of the pipes, wires, appliances, plumbing, heating, ventilation and air conditioning systems, or lighting fixtures of or serving the Leased Premises, the Building or any other areas of the Airport;

(vi) the use or occupancy of the Leased Premises, the Building or any other areas of the Airport by Tenant or any of its directors, officers, partners, employees, agents, representatives, contractors and customers, whether said damage or injury results from conditions arising upon the Leased Premises, the Building or upon other areas of the Airport, or from other sources; or (vii) any damage or loss arising from any act or neglect of any other tenant, licensee, concessionaire or customer of the Airport.

9. ASSIGNMENT AND SUBLETTING.

Tenant shall not voluntarily or by operation of law assign, sublet, transfer or mortgage, hypothecate, grant a security interest in or otherwise encumber all or any part of Tenant's rights or interest in or to this Lease or the Leased Premises. Any attempted assignment, subletting, transfer, mortgage, hypothecation, grant of a security interest in or other encumbrance in violation of this Section shall be wholly void and of no force or effect. For the purposes of this Section, if Tenant is a corporation any attempted assignment, subletting, transfer, mortgage, hypothecation, grant of a security interest in or other encumbrance or other event which results, or upon foreclosure would result, in the reduction of the interest of the present shareholders of record to less than a majority of any class of voting stock of Tenant, or if Tenant is a partnership, any assignment, transfer, mortgage, hypothecation, grant of a security interest or other encumbrance of a partnership interest or interests or other event which results, or upon foreclosure would result, in the reduction of the profit and loss participation of the present general partners to less than fifty-one percent (51%) or if Tenant is a corporation, partnership, trust or other entity, any change in the direct or indirect power to direct or cause the direction of the management and policies of such business or entity, shall be deemed to be a prohibited assignment, transfer, mortgage, hypothecation, grant of a security interest or other encumbrance under this Section.

10. EMINENT DOMAIN.

10.1 Entire or Substantial Taking.

In the event that the entire Leased Premises, or so much thereof as to make the balance not reasonable adequate for the conduct of Tenant's business, shall be taken under the power of eminent domain, this Lease automatically shall terminate as of the date of the vesting of title in such condemning entity.

10.2 Awards.

Any award for any taking of all or any part of the Leased Premises under the power of eminent domain shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee. Nothing contained herein, however, shall be deemed to preclude Tenant from obtaining, or to give Landlord any interest in, any award to Tenant for loss of or damage to Tenant's trade fixtures and removable personal property or damages for cessation or interruption of Tenant's business, provided, however, that in determining the value of Tenant's business, all goodwill attributable to the location of the business shall belong to Landlord and Tenant's business shall be valued based solely upon its operating results.

10.3 Condemnation by Landlord.

Nothing in this Lease shall impair, limit or otherwise affect the power of eminent domain of Landlord or the exercise of such power by Landlord.

11. SUBORDINATION.

11.1 Subordination.

This Lease is subject and subordinate to all mortgages, deeds of trust, bond indentures, liens, encumbrances and other security interest now or hereafter affecting the Leased Premises, the Building or the Airport, and to all renewals, modifications, replacements, consolidations and extensions thereof. Tenant shall execute and deliver to Landlord or any other party requiring such subordination, within ten (10) calendar days following its receipt, any and all documents which may be required to effectuate such subordination. Tenant further agrees that this Lease shall be amended, altered or modified in accordance with the reasonable requirements of a mortgagee, beneficiary, bond trustee, secured party or other lien holder, so long as such amendment, alteration or modification does not cause Tenant material financial loss, and that Tenant's written consent to any such amendment, alteration or modification shall not be unreasonably withheld or delayed. Tenant shall give prompt written notice to each mortgagee, beneficiary, bond trustee, secured party or other lien holder, of which Tenant has written notice, of any default of Landlord, and Tenant shall allow such mortgagee, beneficiary, bond trustee, secured party or lien holder a reasonable length of time (in any event, not less than thirty (30) days from the date of such notice) in which to cure such default.

11.2 Attornment.

In the event that any mortgage, deed of trust, bond indenture, security interest, lien or other encumbrance is foreclosed, Tenant, with and at the election of the purchaser or, if there is no purchaser, with and at the election of the holder of the fee title to the Leased Premises, agrees to enter into a new Lease covering the Leased Premises for the remainder of the term of this Lease, on the same provisions herein provided. Alternatively, upon such foreclosure, Tenant shall, upon written request, attorn to the purchaser and recognize the purchaser as Landlord under this Lease.

12. DEFAULTS AND REMEDIES.

12.1 Default by Tenant.

Any of the following shall constitute an event of default by Tenant under this lease:

12.1.1 Bankruptcy, Insolvency or Receivership.

The consent of Tenant to the appointment of a receiver, trustee or liquidator of all or a substantial portion of Tenant's assets; or (ii) the adjudication of Tenant as a bankrupt or insolvent; or (iii) the filing by Tenant of a voluntary petition in bankruptcy; or (iv) the admittance by Tenant in writing of Tenant's inability to pay its debts as they become due;

or (v) the failure by Tenant to pay its debts as they become due; or (vi) the making by Tenant of a general assignment for the benefit of creditors; or (vii) the filing by Tenant of a petition or answer seeking reorganization or arrangement with creditors; or (viii) the taking by Tenant of advantage of any insolvency law; or (ix) the entrance of any order, judgment or decree upon an application a creditor of Tenant by a court of competent jurisdiction approving a petition seeking appointment of a receiver, trustee or assignee of all or a substantial part of Tenant's assets, when such order, judgment or decree is not vacated within thirty (30) days.

12.1.2 Assignment, Subletting or Encumbrance.

An attempted assignment, transfer, mortgage, grant of a security interest in, hypothecation or other encumbrance by Tenant of Tenant's rights or interests in this Leased or in the Leased Premises in violation of Section 9.

12.1.3 Abandonment or Termination.

The vacation or abandonment by Tenant of the Leased Premises, or the termination of Tenant's right to possession by operation of law or as herein set forth, except in conjunction with the exercise by Tenant of any express right of Tenant to terminate this Lease.

12.1.4 Nonpayment of Rent.

The failure by tenant to pay any installment of Monthly Base Rent, any additional rent, or any other sum due hereunder when due and payable, when such failure to pay continues for ten (10) days following the due date thereof.

12.1.5 Insurance.

Failure to maintain the insurance required by Section 8.1.

12.1.6 Other.

The breach of or failure to perform by Tenant of any representation, warranty, covenant or agreement under this Lease, other than those described in Sections 13.1.1 through 13.1.5, (i) after the delivery to Tenant of written notice thereof and Tenant's failure to cure such breach or failure within thirty (30) days following the delivery of such written notice; provided, however, in the event that the nature of Tenant's obligation is such that more than thirty (30) days are required for its performance, Tenant shall not be deemed to be in default if Tenant shall commence such performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion; or (ii) immediately in the event of an emergency.

12.2 Remedies.

Upon the occurrence of any event of default under this Lease, Landlord, at its option and election, and without further demand or notice, shall have the right to declare this Lease, including the leasehold estate in the Leased Premises, ended and terminated, to re-enter the Leased Premises, to remove and eject all persons therefrom, to take possession thereof, and to enjoy the Leased Premises, together with all additions, Alterations and improvements thereto, and Landlord shall have all of the rights and remedies of a landlord provided in Sections 1951.2 and, if applicable, 1995.320 through 1995.340, inclusive, of the California Civil Code, which Sections are incorporated herein by this reference as though set forth in full. In computing Landlord's damages pursuant to Sections 1951.2(1) and (2) of the Civil Code, the "worth at the time of award" shall be computed by allowing interest at a rate of ten percent (10%) per annum. The amount of damages which Landlord may recover in the event of such termination shall include the worth at the time of the award of the amount by which the unpaid rent and other amounts required to be paid by Tenant pursuant to this Lease for the balance of the term after the time of award exceeds the amount of such losses that Tenant proves could be reasonably avoided, computed in accordance with Civil Code Section 1951.2(4) (b), plus reasonable attorneys' fees and leasing commissions. In the event that Landlord may have reentered the Leased Premises after an event of default hereunder without having declared this Lease terminated, Landlord shall have the right at any time thereafter to elect to terminate this Lease and all of the rights and remedies of Tenant in and to the Leased Premises as provided herein.

12.3 Personal Property.

In the event of a default hereunder, all of Tenant's fixtures, furniture, equipment, improvements, additions, alterations, including Alterations, and other personal property shall remain on the Leased Premises, and Landlord shall have the right to take exclusive possession of same and to use the same, rent or charge free, until all defaults are cured, or, at its option, at any time during the term of this Lease, to require Tenant to forthwith remove to same.

12.4 Waiver.

Tenant hereby waives all claims and demands against Landlord for damages or loss arising out of or in connection with any lawful re-entering and taking possession of the Leased Premises.

12.5 Waiver of Redemption.

In the event of the lawful exercise by Landlord of any one or more of its rights and remedies under this Section 11, Tenant hereby expressly waives any and all rights of redemption or relief from forfeiture under California Code of Civil Procedure Section 1174 or 1179, or granted by or under any present or future laws, and further release Landlord, from any and all claims, demands and liabilities by reason of such exercise by Landlord.

12.6 Cumulative Remedies.

The various rights, options, elections, powers and remedies reserved to Landlord herein shall be cumulative, and, except as otherwise provided by statute, Landlord may pursue any or all such rights and remedies, whether at the same time or otherwise, and no single right shall be deemed to be exclusive of any of the other or of any right or priority allowed by law or in equity. No delay or omission of Landlord to exercise any right or remedy shall be construed as a waiver of any such right or remedy or waiver of any default by Tenant. In addition to the foregoing, Landlord may exercise any other remedy now or hereafter available to a landlord against a defaulting tenant under the laws of the State of California.

12.7 Termination of Landlord Liability.

Landlord shall be under no obligation to observe or perform any covenant of this Lease on its part to be observed or performed for the benefit of Tenant, which accrues after the date of any event of default by Tenant.

12.8 Determination of Rental Amount.

For the purposes of this Section 11, the Monthly Base Rent and other amounts due hereunder for any calendar month after re-entry by Landlord, or termination of the Lease by Landlord pursuant to Section 11.2, shall be deemed to be the Monthly Base Rent and other amounts which shall have been payable for the month prior to the month of default.

12.9 Default by Landlord.

Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation with thirty (30) days following the delivery by Tenant to Landlord of written notice specifying the obligation Landlord has failed to perform; provided, however, in the event that the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

13. SURRENDER BY END OF TERM.

Upon the termination of this Lease, Tenant shall quit and surrender the Leased Premises to Landlord, broom clean and in good order and condition, ordinary wear and tear, casualty and damage by the elements excepted, and, except as otherwise provided in this Lease, Tenant shall remove all of its property and shall promptly repair any damages to the Leased Premises caused by such removal. Tenant's obligation to perform this covenant shall survive the expiration or other termination of the term hereof.

14. COMMON USE FACILITIES.

14.1 Common Use Facilities.

In conjunction with Tenant's use of the Leased Premises, and solely for the purposes hereinbefore set forth in this Lease, Tenant is hereby granted the nonexclusive right during the term of this Lease to enter upon or make customary and reasonable use of such areas of the Building and the other areas of the Airport as Landlord may from time to time designate as "common use facilities." Tenant's rights hereunder shall be in common with Landlord and with other persons authorized by Landlord from time to time to use such facilities and shall be in strict compliance with all laws, rules, directions and orders of Landlord applicable thereto.

14.2 Public Areas.

During the term of this Lease, Tenant, and its officers, directors, employees, agents, representatives, customers, passengers, guests and invitees, shall be entitled to use all public areas located in the Building, and the other areas of the Airport, in common with Landlord and with other persons authorized by Landlord from time to time to use said facilities.

14.3 Restrictions on Use.

Landlord reserves the right, in its sole discretion, to make changes at any time and from time to time in the size, shape, location, number and extent of all areas of the Airport, including all common use facilities and public areas, or any of them, and specifically further reserves the right to designate portions of the common use facilities and public areas for the use of certain tenants of the Airport.

14.4 Parking.

Notwithstanding that Landlord may lease parking spaces to employees of Airport tenants, as such parking spaces may be available, it is expressly understood and agreed that Landlord is not responsible or obligated to provide Tenant or its officers, directors, its employees, agents, representatives, contractors, licensees, invitees or permittees, with any parking spaces within the Airport or otherwise, as an appurtenance to this Lease. Tenant shall be solely responsible for arranging any and all necessary parking incidental to this Lease.

15. SERVICES.

15.1 Services.

In the event that Landlord provides other additional services with respect to the Leased Premises, the common use facilities or other areas of the Airport, including, but not limited to, security, janitorial, maintenance and repair service, Tenant shall pay its proportionate share, determined by Landlord, in its sole discretion of all charges therefore within fifteen (15) days following receipt of a statement for said additional services.

15.2 Fire and Security.

Landlord is not obligated to Tenant to furnish any fire fighting services or security services to the Leased Premises. Tenant shall maintain its own security services for the Leased Premises and agrees that the maintenance by Landlord of either security or fire fighting services shall not constitute a waiver of this provision. Tenant acknowledges that the Leased Premises are within the municipal service area of the City of Burbank.

15.3 Landlord Not Responsible.

Landlord shall not be liable in damages or otherwise for any failure to interruption of any services, or of any utilities to the Leased Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease or to an abatement of rent. Landlord shall not be liable to Tenant under any circumstances for damage or loss of Tenant's property, injury to person or property, or consequential damages, however occurring, through, in connection with, or incidental to failure to furnish any of the foregoing.

16. QUIET ENJOYMENT.

Upon paying the rent and other sums due hereunder and observing and performing all the provisions on Tenant's part to be observed and performed pursuant to this Lease, Tenant may peaceably and quietly enjoy the Leased Premises, subject, nevertheless, to the provisions of this Lease and to any mortgages, deeds of trust, bond indentures, security interests, liens and other encumbrances secured by the Airport or its revenues.

17. ATTORNEYS' FEES AND COSTS.

In the event any action or proceeding is brought by either party against the other under this Lease (including in any bankruptcy proceeding), the prevailing party shall be entitled to recover its costs, and, for the fees of its attorneys in such action or proceeding, in such amount as the Court may adjudge reasonable as attorneys' fees (including in any bankruptcy proceeding).

18. TRANSFER OF LANDLORD'S INTEREST.

In the event of any transfer of Landlord's interest in the Leased Premises, the transferor automatically shall be relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

19. LEASE INTERPRETATION.

19.1 Incorporation of Prior Agreements; Amendments.

This Lease contains the entire agreement between the parties hereto, and no prior agreement or understanding shall be effective for any purpose all of which, if any, are hereby terminated or rescinded, except as to provisions which are expressly stated to survive termination and any indemnity or insurance obligation in favor of Landlord. Except as otherwise expressly provided herein, no provision of this Lease may be amended or added to, except by an agreement in writing signed by

the parties hereto or their respective successors in interest. Tenant agrees that it shall not unreasonably refuse to execute any amendment of or supplement to this

Lease which Landlord determines is necessary or advisable in order to comply with applicable laws, rules and resolutions of Landlord in effect from time to time.

19.2 Now Representations by Landlord.

Tenant acknowledges that neither Landlord nor any of Landlord's agents, representatives, employees or officers have made any representations or promises with respect to the Airport or the Leased Premises, except as herein expressly set forth. Tenant acknowledges that it has not executed this Lease in reliance upon any representations or promises of Landlord or Landlord's commissioners, officers, employees, agents or representatives, with respect to the Airport or the Leased Premises, except as herein expressly set forth.

19.3 Examination of Lease.

Submission of this Lease for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

19.4 Relationship Between Parties.

Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto, other than the relationship of Landlord and Tenant.

20. WAIVERS.

The waiver by either party of any provision of this Lease shall not be deemed to be a waiver of any other provision hereof or of any subsequent breach of any other provision hereof or of any subsequent breach of the same or any other provision. Landlord's consent to any act by Tenant requiring Landlord's consent shall not be deemed to render unnecessary the obtaining of Landlord's consent to any subsequent act by Tenant, whether or not similar to the act so consented. 'The subsequent acceptance of any rent or any other amount due from Tenant hereunder by Landlord shall not be deemed to be a waiver of any preceding breach or event of default by Tenant of any provision of this Lease, other than the failure of Tenant to pay the particular amount so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such amount.

21. PERFORMANCE OF TENANT'S COVENANTS BY LANDLORD.

In the event that Tenant at any time fails to make any payment or perform any other act under this Lease, and such failure continues for at least five (5) calendar days after written notice thereof from Landlord to Tenant (but no notice shall be required in an emergency), Landlord shall have the right, but not the obligation, immediately or at any time thereafter, without further notice or demand without waiving or releasing Tenant from any obligation to Landlord, to make such payment or perform such other act for the account of o Tenant, to the extent Landlord may deem desirable. In connection therewith, Landlord may pay

expenses and employ counsel in instituting, prosecuting or defending any action or proceeding under this Lease. All sums so paid by Landlord and all expenses incurred in connection therewith, together with interest thereon at the annual rate specified in Section 3.7 shall be deemed additional rent hereunder and shall be payable to Landlord on demand. In the event such additional amounts remain unpaid, Landlord shall have the same rights and remedies as for the nonpayment of rent.

22. SUCCESSORS AND ASSIGNS.

The provisions contained in this Lease shall bind and inure to the benefit of Landlord, Tenant and, except as otherwise provided in this Lease, their respective successors and assigns.

23. RULES AND REGULATIONS.

Tenant shall comply with all uniform rules and regulations established by Landlord for use of the Airport, the Building or the Leased Premises, as the same may be amended from time to time by Landlord. Landlord shall provide Tenant with a copy of all such rules and regulations and any and all amendments thereto. Landlord shall not be responsible to Tenant for the nonperformance of any other tenant, occupant, licensee, concessionaire or other user of the Airport of any of said rules and regulations.

24. TOXIC MATERIALS.

24.1 Prohibited Without Consent.

Tenant shall not cause or permit any Toxic Materials (as defined in Section 24.2) to be brought onto, stored, used or disposed of in, on or about the Leased Premises by Tenant, its agents, employees, contractors, licensees, subtenant or invitees, without the prior written consent of Landlord, which Landlord shall not unreasonably withhold or delay so long as Tenant demonstrates to Landlord's reasonable satisfaction that such Toxic Materials, and the quantities thereof, are necessary or useful to Tenant's business and will be stored, used and disposed of in a manner that complies with all Environmental Laws (as defined in Section 24.2).

24.2 Compliance with Environmental Laws.

Tenant shall comply, at its sole cost, with all federal, state and local laws and governmental orders applicable to all Toxic Materials and to the lawful conduct of Tenant's business. The term "Toxic Materials" means any hazardous or toxic materials, pollutants, effluents, contaminants, radioactive materials flammables, explosives, pesticides, chemicals known to cause cancer or reproductive toxicity, emissions, wastes or any other chemicals, materials or substances, whose handling, storage, release, transportation or disposal is or becomes prohibited, limited or regulated by any federal, state, county, regional or local Landlord or, even if not so regulated, is or becomes known to pose a hazard or potential threat to the health and safety of any person or to the environment. The term "Environmental Laws" means any and all laws, rules, regulations, judgments, orders, permits, licenses, agreements, covenants, restrictions, requirements, policies or the like enacted

now or hereafter by federal, state, regional or local governments, agencies or authorities relating to or governing in any way the environmental condition of soil,

air, water, groundwater or the presence of Toxic Materials in or affecting all or any portion of the Leased Premises or any other areas of the Airport.

24.3 Indemnity.

Tenant shall be solely responsible for and shall indemnify, hold harmless and defend Landlord, its commissioners, officers, employees and agents, and the Cities of Burbank, Glendale, and Pasadena, California, from and against any and all liabilities, claims, costs, penalties, fines, losses (including without limitation, (i) diminution in value of the Airport, the Leased Premises, the Building or any other areas of the Airport or any improvements thereon; (ii) damages for the loss or restriction on use of rentable or usable space or of any amenity of the Airport, the Leased Premises, the Building or any other areas of the Airport or any improvements thereon; (iii) damages arising from any adverse impact on marketing of space in the Airport, the Leased Premises, the Building or any other areas of the Airport or any improvements therein; and (iv) sums paid in settlement of claims), liabilities, losses, damages, injuries, causes of action, judgments, and expenses (including, without limitation, attorneys' fees, consultant fees and expert fees), which arise during or after the term of this Agreement as a result of the receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Toxic Materials in, on or about the Leased Premises, the Building or any other areas of the Airport by Tenant or its agents, employees, contractors, licensees, subtenants or invitees. The foregoing indemnification by Tenant includes, without limitation, any and all costs incurred in connection with any investigation of site conditions and any cleanup, remediation, removal or restoration work necessary to bring the Leased Premises, the Building or any other areas of the Airport into compliance with the Environmental Laws or required by a federal, state or local governmental agency or political subdivision because of Toxic Materials present in the soil, subsoils, groundwater or elsewhere from, in, on, under or about the Leased Premises, the Building or any other areas of the Airport. The indemnification by Tenant under this Section shall survive the termination of this Agreement.

24.4 Prohibited Substances.

The following substances are strictly prohibited from being brought onto the Leased Premises, the Building or any other areas of the Airport in any quantities whatsoever: (i) arsines; (ii) dioxins, including dioxin precursors and intermediates; (iii) polychlorinated biphenyls; and (iv) anything contained in the California List of Extremely Hazardous Chemicals.

25. MISCELLANEOUS.

25.1 Offset Statement.

Tenant shall from time to time, upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing:

Certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); setting forth the dates to which the rent and other charges, if any, are paid; and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder (or specifying such defaults if any are claimed.)

Any such statement may be relied upon by any encumbrancer of the Leased Premises or of all or any portion of the Airport.

Tenant's failure to deliver such statement within such time shall be conclusive evidence upon Tenant that this lease is in full force and effect, without modification except as may be represented by Landlord; there are no uncured defaults in Landlord's performance; and not more than one month's installment of the rent has been paid in advance.

25.2 Headings.

The section headings, paragraph captions and marginal headings contained in this Lease are for convenience only and shall have no effect in the construction or interpretation of any provision hereof.

25.3 Notices.

Whenever notice is to be given under the terms of this Lease, it shall be personally delivered or be sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To Landlord:

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
2627 Hollywood Way
Burbank, CA 91505
ATTN: Executive Director

To Tenant:

Unifi Aviation, LLC
Attn: Legal-- Contracts
950 East Paces Ferry road, suite 2000 Atlanta
GA 30326
Email: contracts@unifiservice.com

In the event a different address is furnished by either party to the other party in

writing, notices shall thereafter be sent or delivered to the new address. Any such notice shall be deemed given as of the date of personal delivery or forty-eight hours after it is mailed, except that a notice of a change in address shall be deemed given as of the date of receipt thereof. A notice given in any other manner shall be deemed given as of the date it is actually received by the party for whom intended. It is recognized that Landlord may employ a manager or operator of the Airport, as an agent of Landlord, and any notices to Landlord hereunder shall be given to both Landlord and any such manager or operator.

25.4 Brokers.

Tenant warrants that it has not had any dealings with any real estate broker or agent in connection with this Lease, and Tenant agrees to defend, indemnify and hold Landlord harmless from any claim for any compensation, commission or other charge by any finder or any other real estate broker or agent.

25.5 Recording.

Tenant shall not record this Lease without the prior written consent of Landlord. In the event Landlord consents to recordation of this Lease or a memorandum thereof, any documentary transfer taxes shall be paid by Tenant.

25.6 Governing Law.

This Lease be governed by and construed pursuant to the law of the State of California.

25.7 Time of Essence.

Time is of the essence of this Lease.

25.8 Signs.

Tenant shall not, without the prior written consent of Landlord, install or affix any signs or advertisements on or to the exterior of the Leased Premises or the Airport.

IN WITNESS WHEREOF, this Lease has been executed by the undersigned as of the date first set forth above.

LANDLORD:

BURBANK-GLENDALE-PASADENA AIRPORT
AUTHORITY, a public entity

By: _____
Print Name: _____
Title: _____

Approved as to Form:

Richards, Watson & Gershon,
Authority Counsel

TENANT:

UNIFI AVIATION, LLC,
a Delaware limited liability company

BY: _____



EXHIBIT A

PREMISES

(See Attached)

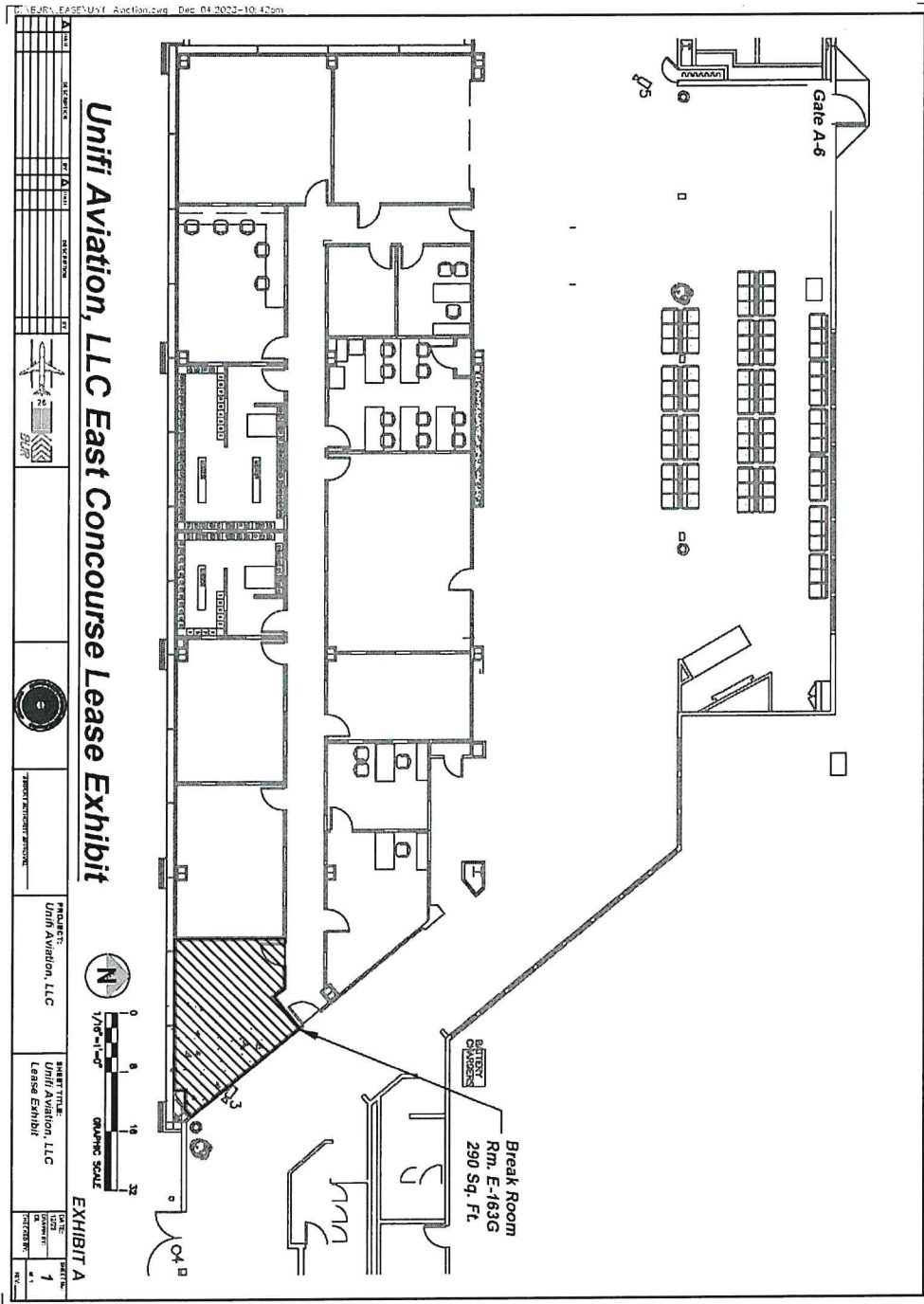


EXHIBIT B

FAA GRANT AGREEMENT ASSURANCES NONDISCRIMINATION

A. Tenant, for itself, its representatives, successors in interest, and permitted assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

B. Tenants for itself and its representatives, successors in interest and permitted assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. No person on the ground of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises;

2. In the construction of any Improvements on, over or under the Leased Premises, if allowed, and the furnishings of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

3. Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

C. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and to re-enter and to repossess the Leased Premises, and hold the Leased Premises as if this Lease had never been made. This provision does not become effective until the procedures of 49 Code of Federal Regulations Part 21 are followed and completed, including expiration of appeal rights.

D. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the Tenant may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

E. Noncompliance with Provision D, above shall constitute a material breach hereof and in the event of such noncompliance Landlord shall have the right to terminate this Lease and the estate hereby created without liability therefor or, at the election of Landlord or the United States, either or both thereof shall have the right to judicially enforce Provisions A, B, C and D above.

F. Applicant agrees that it shall insert the above five provisions in any Permitted Lease, license or agreement by which said Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or service to the public at the Leased Premises.

Exhibit C

Policy on Tenant Improvements

**REQUEST FOR APPROVAL
PROPOSED TENANT IMPROVEMENT**



**MUST BE SUBMITTED AT LEAST TEN BUSINESS DAYS PRIOR TO PROJECT
START DATE. LARGER PROJECTS REQUIRE ADDITIONAL LEAD TIME.**

1. INFORMATION

Tenant _____ Building # _____
Name of Contact _____ Phone # _____
Address _____ Email: _____
Describe Proposed Improvements * _____

Estimated cost of improvements _____
Estimated start date _____ Completion date _____

Attach sketches or drawings as required to clearly indicate the type, size, height and location of proposed improvements

2. PRE-CONSTRUCTION

Contractor _____ License # _____
Address _____
Contract Price _____ Phone # _____
Construction Commencement Date _____ End Date _____

Applicant must submit required Certificate of Insurance, Material and Labor Bond two weeks prior to the start of construction

Tenant Representative (Signed) _____ Date _____

3. INITIAL APPROVALS

Operations	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Business & Properties	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Engineering Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Environmental & Noise	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Fire Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
ICT Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Maintenance Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		

Safety Department (Approver)_____ Date_____ Pre-Con Needed (Y/N)
 Comments _____
 Police & Security (Approver)_____ Date_____ Pre-Con Needed (Y/N)
 Comments _____

4. FINAL APPROVAL

Airport Administration (Reviewed by) _____ Date _____

INSTRUCTIONS FOR COMPLETING THIS FORM

The following procedures are to be followed by all Airport Tenants desiring to make improvements to their leasehold. Close adherence to the procedures and regulations outlined below will greatly aid in expediting the processing and approval of each Proposed Improvement.

1. Tenant shall complete Section 1 and 2 of this form and submit to: Burbank-Glendale-Pasadena Airport Authority, Business, Property and Administrative Services Department, 2627 Hollywood Way, Burbank, CA 91505.
2. Upon receipt of this Request Form, the Business, Property and Administrative Services Department will review the Proposed Improvement and, if the proposal is considered to be basically acceptable, it will then be forwarded to Airport Engineering for further review and evaluation. However, if the proposal is not considered to be basically acceptable, the Request Form will be returned to the Tenant accompanied by a written statement from the Authority as to why the request is being denied at this stage or if additional information is required.
3. In addition to the submission of the Tenant Improvement Form, Tenant shall also provide final plans and specifications for the Proposed Improvement. The plans and specifications shall conform to the following requirements: five (5) sets of plans and specifications shall be submitted by the Tenant with this form to Business, Property and Administrative Services Department for review by all applicable Airport Departments with final review and approval by Airport Administration.
4. The Business, Property and Administrative Services Department and Engineering Department will determine any impact of the Proposed Improvement on the Airport Master Plan, Airport Facilities, Navigable Airspace Requirements of Federal Aviation Regulations Part 77, and/or if it conforms to the Airport Rules and Regulations.
5. Prior to the start of construction and after all insurance and bond requirements have been satisfied, an Indemnification & Defense Agreement has been submitted to the Authority, and Building permits and any other necessary permits are on file with the Authority, a pre-construction meeting must be held in the Authority Administrative offices. When all of these requirements have been satisfied, approval to begin construction will be granted on the Tenant Improvement Form and a copy returned to the Tenant. The form will indicate whether approval has been granted, and if not granted, the reason for denial.
6. All Tenants shall, within thirty (30) days after completion, submit to Business, Property and Administrative Services Department one set of "as built" plans. Also, an itemized summary of construction costs shall be forwarded to Business, Property and Administrative Services Department. The itemized summary shall be signed by the contractor and notarized.

NOTES: a.) For smaller projects costing less than \$5,000, the Authority may, at its discretion, waive any or all of the above requirements.
 b.) Airport approval does not constitute a substitution of approval from any other governmental agency having jurisdiction.

PLANS AND SPECIFICATIONS

Plans shall be drawn to scale and dimensioned on standard size drawing sheets for future reference and file retention, and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that it conforms to the provisions of the governing codes, ordinances, rules and regulations. The minimum number of drawings normally acceptable with each set of plans submitted for final review and approval will generally consist of a plot plan, foundation plan, floor plan, elevations, framing section and details. Electrical, plumbing, heating and air conditioning plans and details shall be submitted when applicable. Foundation recommendations, including calculations and a soils investigation report shall be submitted when appropriate or requested by Airport Engineering. All design documents, including required calculations, shall be prepared, stamped, and signed by a licensed professional engineer or architect registered in the State of California. Engineers shall be licensed for the specific discipline required. Drawings/specifications and/or calculations prepared by contractors and/or fabricators will not be acceptable.

OTHER REQUIREMENTS INSURANCE REQUIREMENT

Contractor shall take out and maintain during the period of the Contract the following insurance and amounts unless a larger amount is specified on the Approval Request Form:

Comprehensive General Liability: \$1,000,000 single limit for combined Bodily Injury and Property Damage for each occurrence.
 \$1,000,000 for Personal Injury for each occurrence.
 Comprehensive Automobile Liability: \$1,000,000 single limit for combined Bodily Injury and Property Damage for each occurrence.
 Workers' Compensation: California statutory requirements

Liability policies shall name the Burbank-Glendale-Pasadena Airport Authority as an Additional Insured. Certificates of Insurance on all policies shall be filed with Business, Property and Administrative Services Department. Each of said insurance policies shall contain a provision requiring the insurer to notify the Burbank-Glendale-Pasadena Airport Authority ten (10) days prior to the cancellation or material change in the Policy.

BOND REQUIREMENT

The Tenant shall require the contractor to obtain a material and labor bond equal to the contract price of the work. A copy of said bond shall be forwarded to Airport Engineering.

INDEMNIFICATION & DEFENSE AGREEMENT

The Tenant and its Contractor agree to and do hereby indemnify, defend and hold harmless the Burbank-Glendale-Pasadena Airport Authority, and its officers, agents, employees and contractors from all claims, demands, liabilities, losses, damages, costs and expenses, of any nature whatsoever, caused by or arising from, directly or indirectly, any act or omission (including, without limitation, negligent acts, negligent omissions, willful misconduct and any violation of the terms of that certain Lease between Tenant and Authority in, on or near the Bob Hope Airport by Contractor, or its subcontractors, agents or employees (including without limitation work done by Contractor for Tenant on Tenant's leased premises).

PREVAILING WAGES

As part of Tenant's obligations under the terms of the Lease to comply with applicable law, Tenant acknowledges and agrees that if Tenant is provided improvement funds from the Burbank-Glendale-Pasadena Airport Authority, or a rent credit based on timely construction of improvements, then Tenant shall (and shall cause its contractors to) pay prevailing wages for such improvements and shall otherwise comply with California Labor Code Sections 1720 et seq. (including all recordkeeping and reporting requirements).



Moody's Investors Service
7 WTC at 250 Greenwich Street
New York, NY 10007

Thank you for contacting Moody's. In connection with our rating services, we require agreement to the following terms and conditions:

A. USAGE

When used in this Application:

1. **Moody's.** "Moody's", "we", "our" and "us" refer to the Moody's entity specified above and its group companies and all directors, officers and employees of that entity and its group companies.
2. **"Moody's Group"** refers to Moody's and its agents.
3. **Credit Rating.** "Credit rating" or "rating" refers to an opinion regarding the creditworthiness of: (1) a debt, financial obligation, debt security, preferred share or other financial instrument (each, an "Issue"); or (2) an entity, assigned using an established and defined ranking system of rating categories. Moody's credit ratings do not address any other risk, including liquidity risk, market value risk, or price volatility. Any rating must be construed solely as a statement of opinion and not a statement of fact. A credit rating is not an offer, invitation, inducement or recommendation to purchase, sell or hold any securities or otherwise act in relation to any Issue, the relevant issuer or rated entity (each, an "Issuer") or the relevant transaction (each a "Transaction") to which this Application relates or otherwise in connection with any associated transaction, entity, or matter. References in this Application to "rating" or "credit rating" also encompass any related RAC (defined below) and the terms of this Application will apply to any such RAC.
4. **Application.** "Application" refers to these written terms and conditions, the Authorization Form and all other schedules (including all Fee Schedule(s)), appendices and exhibits attached, each as may be amended, supplemented or modified from time to time.
5. **Issuer Confidential Information.** "Issuer Confidential Information" shall have the same meaning as set out in Section I (Defined Terms) of the Moody's Investors Service Code of Professional Conduct, as may be amended, supplemented or modified from time to time (the "Code").
6. **Moody's Confidential Information.** "Moody's Confidential Information" means any non-public information that Moody's discloses to either of: (i) you or any of your agents; or (ii) if different, any relevant entity on which a rating is requested or whose issuances are requested to be rated under this Application (each, a "Rated Entity") or its agents. Moody's Confidential Information includes any rating and/or other opinion we deliver in connection with this Application that we do not also disclose to the general public at the time of delivery.

B. REQUEST FOR RATING SERVICES

1. **Request for Rating Services.** This Application constitutes a request by you (in your own capacity and on behalf of each Issuer) for Moody's to provide the applicable rating services described in the Fee Schedule(s) included in this Application to all Issuers and Issues by the Issuers (the list of which Issuers may be agreed between you and Moody's from time to time).

C. APPLICANT WARRANTIES AND COVENANTS

1. **Rating Information.** You agree to provide (or cause to be provided to Moody's) all information relevant for the purposes of assigning and, on an ongoing basis, for the purposes of monitoring, the rating(s) requested under this Application. You agree to respond to Moody's reasonable enquiries in respect of any Issuer's

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direct and indirect shareholdings and board composition. We rely on such information, including information obtained by Moody's from third parties where such information has been provided to such third parties by or on behalf of you or any Issuer. We will not be obliged to you to independently verify, audit or validate any such information. You warrant that you have undertaken all reasonable due diligence in respect of such information and all such information is in all respects true, accurate, complete and not misleading. You warrant that you have all legal rights, have obtained all consents and governmental approvals necessary to disclose such information to Moody's and have complied with all applicable data protection laws in connection with provision of information to Moody's. Finally, you also warrant that such information is not subject to any restrictions that would prevent Moody's use of such information in connection with its rating processes. You agree that you are solely responsible and liable for the quality of such information.

2. **Use of Information.** We may use any information provided in connection with Moody's general business activities. We may also aggregate and/or transform any information provided so that it cannot be associated with any Issuer and publish, distribute or use such aggregated or transformed information as part of Moody's general business activities.
3. **Fees.** You agree to pay or cause to be paid all relevant fees under the Fee Schedule(s) included in this Application. Moody's reserves the right to revise this Application.
4. **Economic and Trade Sanctions Warranty.** You represent and warrant that:
 - (a) none of (i) you, (ii) any Issuer, (iii) any person(s) that own(s) (50% or more individually or in the aggregate, of) or control(s), directly or indirectly, you or any Issuer (a "Parent Company"), or (iv) any person that is owned (50% or more individually or in the aggregate) or controlled, directly or indirectly, by any Issuer, is subject to asset freeze sanctions or any other economic or financial sanctions which prohibit the provision by Moody's of the services under this Application, in each case as imposed by the European Union ("EU"), any jurisdiction which is a member of the European Economic Area, Switzerland, the United Kingdom ("UK"), or the United States ("U.S.") (e.g., included on the U.S. Specially Designated Nationals and Blocked Persons List or the Consolidated List of Financial Sanctions Targets in the UK) ("**Asset Freeze Sanctions**");
 - (b) none of you, any Issuer or any Parent Company is (i) organized, headquartered, incorporated, constituted, or established in a country or territory that is subject to comprehensive economic sanctions imposed by the United States, which currently include Cuba, North Korea, Iran, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine (each a "**Sanctioned Country**" and collectively "**Sanctioned Countries**") or (ii) a governmental instrumentality of a Sanctioned Country;
 - (c) none of you, any Issuer or any Parent Company is (i) organized, headquartered, incorporated, constituted, or established in Russia, or (ii) a governmental instrumentality of Russia (together with Sanctioned Countries, "**Sanctioned Territories**" and each a "**Sanctioned Territory**");
 - (d) no Issuer derives a material portion of its profits or revenues from business involving any Sanctioned Territory;
 - (e) if any debt issuance is to be rated under this Application,
 - (i) no such debt will be issued by, on behalf of, or for the benefit of any person that is subject to debt or equity-related sanctions imposed by the U.S., UK or EU, including but not limited to persons included on the U.S. Sectoral Sanctions Identifications List that are subject to Directives 1, 2 or 3 under Executive Order 13662, persons included on the U.S. Non-SDN Menu-Based Sanctions List that are subject to Directive 3 under Executive Order 14024, and any EU or UK Investment Ban Target; and
 - (ii) upon due and reasonable diligence, you are not aware of and have no reason to believe that the proceeds from such issuance have been or are intended to be used (A) for any unlawful purpose or (B) to fund, directly or indirectly, or facilitate the activities of any person that is subject to Asset Freeze Sanctions or any transaction involving a Sanctioned Territory; and

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- (f) if any secured issuance is to be rated under this Application, upon due and reasonable diligence, you are not aware of and have no reason to believe that any person that is subject to Asset Freeze Sanctions or that meets the criteria in paragraph (b) or (c) above was the originator of or currently has any interest in any asset that forms all or part of the collateral underlying any such issuance, and no such asset originated from or relates to commercial activity involving or benefiting any Sanctioned Territory.

You agree to notify Moody's promptly if you learn that any of the foregoing representations is no longer accurate. If we determine that we are prohibited under any applicable law or regulation (including applicable economic sanctions and export control laws and regulations) from providing services under this Application or determine that we will cease providing any or all services in any country or territory in which this Application is to be performed, we may cease work and will not be obliged to produce any work product or other information developed by Moody's and/or its agents (collectively, the "Moody's Group") in connection with such services.

5. **Shareholding Warranty.** You represent and warrant that neither (i) you, (ii) any Issuer, nor (iii) any entity that directly or indirectly controls you or any Issuer have (a) a holder of 10% or more of either the capital or the voting rights or (b) a member of the administrative or supervisory board, that is in either case any of the Significant Shareholders(s) listed below or any of its group companies.

For the purposes of this provision, "**Significant Shareholder(s)**" means Berkshire Hathaway, Inc.

If you are not in a position to make this representation and warranty, please contact your Relationship Manager.

6. **Use of Rating for Intended Purpose Only.** You will only use the requested rating(s) for its intended purpose and will not, for example, represent an issuer rating as a securities rating.

D. MOODY'S RESERVATION OF RIGHTS AND DISCLAIMERS

1. **Rating Actions.** Moody's rating(s) or any corresponding outlook, if assigned, are subject to revision, suspension or withdrawal, or may be placed on review, by us at any time, without notice, in our sole discretion. Notwithstanding anything to the contrary contained in this Application, Moody's reserves the right to publish any rating with respect to you or any of your securities at any time without consent from you, or any other party, whether or not this Application is in effect. We are an independent rating agency and may determine, apply and amend our methodologies in our sole discretion from time to time. Moody's will not be obliged to opine whether certain specified events or amendments to any Transaction's structure or documentation will result in a change in, or withdrawal of, any related rating(s) (such opinion, in whatever form, along with any information or feedback relating to it, a "**RAC**"). Moody's may, in its sole discretion, determine not to issue a rating or take any other rating action under this Application for any reason, including if the information requested in the Authorization Form with respect to the payor is not provided in a timely manner. You will ensure that Moody's is provided with prompt written notice of any change in the payor information set forth in the Authorization Form or otherwise provided by you to Moody's, including, without limitation, any such change made on or after the closing of an Issue. This notice will be sent to PayorUpdate@moody's.com (or any other e-mail address as Moody's instructs you hereafter).
2. **Disclaimer of Advice.** We are not: (a) providing any financial, legal, tax, advisory, consultative or business services; or (b) advising on structuring, drafting or negotiating transaction documentation. You and any Issuer should each take independent legal, tax, financial and other advice when structuring, negotiating and documenting transactions. You agree that neither a rating nor any discussions with Moody's analysts constitutes advice on business operations.
3. **Disclaimer of Warranties.** ALL INFORMATION, INCLUDING RATINGS AND OTHER COMMUNICATIONS, PROVIDED BY MOODY'S RELATING TO YOU, THIS APPLICATION, OR ANY

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ISSUER, ISSUE OR TRANSACTION IS PROVIDED "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. IN PARTICULAR, NEITHER MOODY'S NOR ITS AGENTS MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SUCH INFORMATION OR COMMUNICATION.

4. **Limitation of Liability.** Notwithstanding anything to the contrary contained in this Application, to the extent permitted by applicable law:

(a) no one in the Moody's Group will be liable in contract, tort (including negligence), statutory duty or otherwise to anyone (including you and any Issuer) for any loss, liability, claim, injury or cost, whether direct or indirect and however caused (including by any contingency within or beyond the control of anyone in the Moody's Group), arising from or in connection with this Application, any Transaction or Moody's services including:

- (i) the procuring, compilation, analysis, interpretation, communication, dissemination, or delivery of any information or rating;
- (ii) the withdrawal of any rating and any associated disclosure;
- (iii) the inability to issue or monitor a rating due to legislative, judicial or administrative decisions;
- (iv) any change in Moody's methodologies;
- (v) any unauthorized publication, unauthorized use or any misuse of the rating by you or any Issuer; or
- (vi) reliance by you on any rating or other communication provided by Moody's; and

(b) in any event, the aggregate liability of the Moody's Group for any reason whatsoever related to this Application, any Transaction or our services will not be more than the greater of: (i) the total amount paid by either you and/or any Issuer for the relevant rating(s) during the 12 months prior to the breach; or (ii) US \$50,000 (or the equivalent amount in this Application's billing currency);

provided that nothing in this Application attempts to limit or exclude Moody's liability for fraud, willful misconduct or any other type of liability that under applicable law cannot be limited or excluded.

E. MOODY'S POLICIES

1. **Offering Documents** Moody's does not prohibit you from disclosure of or reference to any Moody's rating(s) in any registration statement, offering circular or prospectus (each, an "**Offering Document**"). However, for the avoidance of doubt, Moody's (a) is not, has not consented to be, and will not consent to being named as an "expert" or any similar designation under any applicable securities laws; and (b) does not provide consent to or authorize any disclosure of, reference to, or other use in any Offering Document of any Moody's rating(s), report(s), or other disclosures or any information relating to Moody's preparation of such rating(s), report(s) or disclosure.

2. **Web Posting.** If we publish research or press releases regarding any Issuer or its Issue(s), either you or such Issuer may link to or post such research or press releases as follows:

- (a) Subject to the restrictions in this section E.2, Moody's grants you a royalty-free, non-sublicensable (except as described below), revocable license to post our Research on your website (this "**License**"). No special permission is required to link to Moody's materials on www.moody's.com.
- (b) As used in this section E.2, the term "Research" means written research and press release(s) that we publish as a direct result of this Application regarding the Rated Entity, issuance(s) or transaction(s) to which this Application relates; provided, however, that, for purposes of this License, the term

“Research” does not include any pre-sale reports (e.g., our reports prior to initial sale of the relevant security or other applicable transactional closing), non-public, or unmonitored ratings.

- (c) Any such post of our Research may appear only on the website of the Rated Entity. You may only post the most recent Research, in the exact form and format we provide, without any alterations or editing whatsoever (including all disclaimers, logos, and proprietary rights notices included in the Research). You must delete any outdated Research and replace it with the updated Research promptly after Moody’s publication of updated Research. You must use Moody’s corporate name in plain text font to indicate posting of our Research, and you may not display Moody’s logo. All of our Research, as well as the trademarks and logos contained in it, remain our intellectual property. Research may only be displayed on the investor relations section of the Rated Entity’s website (or an analogous area where general corporate information is displayed) and may not be posted on any other section of the Rated Entity’s website.
 - (d) You may not use our Research for the purpose of marketing, promotion or advertising. Research may not be posted, linked to, displayed, or otherwise used in connection with a prospectus, “road show” deck, or any other document related to the offering of securities.
 - (e) You agree and acknowledge that you are solely responsible for compliance with all laws, rules, and regulations including but not limited to applicable securities laws, in connection with the posting of or linking to our Research. To the extent permitted by law, you further agree to indemnify and hold Moody’s harmless against any and all losses, claims, damages, costs or injury (including without limitation attorneys’ fees) of whatever nature (whether foreseeable or not) and however caused, in whole or in part caused by, resulting from or relating to, any posting or linking to our Research under this section E.2.
 - (f) A Rated Entity may not sublicense the rights granted under this License to anyone. However, if you are not a Rated Entity, then you may sublicense the rights granted under this License only to a Rated Entity; provided that in the event of any such sublicense you agree that you will require the Rated Entity to comply with all terms, conditions, restrictions and covenants contained in this section E.2 and you shall be responsible for any failure by the Rated Entity to so comply.
 - (g) This License shall terminate as of the date that this Application terminates or upon advance written notice from Moody’s at any time. Upon termination, all posting of our Research by you or any Rated Entity must cease immediately.
 - (h) All rights not expressly granted in this License are reserved.
3. **Moody’s Privacy Policy.** For information on how we process and protect personal data, please see our Privacy Policy available at [moodys.com](https://www.moodys.com/privacy-policy).

F. CONFIDENTIALITY PROVISIONS

1. **Applicant Confidentiality Obligations.** You agree as follows:
- (a) to keep the provisions of this Application confidential and not to disclose such provisions to any person or entity except: (i) to your group companies, officers, directors, employees and agents; and (ii) as required by applicable law, or at the request of any governmental authority having jurisdiction. You will be responsible for any failure by any of your group companies, officers, directors, employees, or agents to comply with these confidentiality restrictions; and
 - (b) to keep Moody’s Confidential Information confidential and treat it accordingly. You must refrain from direct or indirect communication or disclosure of Moody’s Confidential Information to any person(s) other than:

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- i. your employees, officers and directors and those of your ultimate parent and any entities that are wholly owned, directly or indirectly, by your ultimate parent, whose functions reasonably require them to have knowledge of Moody's Confidential Information in order to fulfill their professional duties as agents of the Rated Entity (for this purpose, "ultimate parent" means an entity holding, directly or indirectly, a greater than 50% economic and voting interest in you); and
- ii. your financial and legal advisors, in their capacity as such, with a need to know, for information purposes only and to whom we owe no duty or responsibility, provided that either (i) they enter into a non-disclosure agreement with Moody's in a form we provided prior to such disclosure, or (ii) we consent to such disclosure and they agree to be bound by the confidentiality obligations and limitation of liability provisions of this Application.

The permissible recipients of Moody's Confidential Information described in sub-sections (b) i. and ii. above are, together, referred to as "Disclosees".

You will ensure that all Disclosees comply with all of the provisions in this Application and any breach by a Disclosee will be deemed to be a breach of this Application by you. The undertakings in this section F.1(b) will not prevent you or any Disclosees from disclosing Moody's Confidential Information to the extent required by law or regulation (including as requested by any governmental regulator acting within the scope of its jurisdiction over you or the relevant Disclosee).

To the extent permitted by law, you will indemnify and hold harmless Moody's from any losses, claims, damages, costs or injury (including attorneys' fees) ("Losses") of whatever nature (whether foreseeable or not) arising from or in connection with: (i) reliance on, or disclosure of, Moody's Confidential Information by you or by any third party that has directly or indirectly obtained Moody's Confidential Information from you; or (ii) any breach of this section F.1(b) by you; provided that this indemnity shall not apply to any Losses to the extent such Losses are attributable to Moody's fraud or willful misconduct.

Moody's Confidential Information may constitute unpublished price sensitive information or otherwise material non-public or inside information, in which case you agree to being made an insider by virtue of receiving it and that neither you, nor any of your representatives and affiliates that are Disclosees, will purchase, sell or otherwise trade in securities of an issuer on the basis of Moody's Confidential Information in respect of such issuer, or communicate such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase, sell or otherwise trade in such securities. All of the provisions in this section F.1(b) apply to all Moody's Confidential Information and prevail in the event of any inconsistency with other provisions set out elsewhere in this Application.

2. **Moody's Confidentiality Obligations.** Moody's will maintain the confidentiality of Issuer Confidential Information received in connection with this Application in accordance with the provisions of Sections 3.15.2 and 3.15.3 of the Code, or the equivalent provisions from time to time.

G. MISCELLANEOUS

1. **Entire Agreement.** This Application represents the whole and only agreement between the parties in relation to its subject matter. When entering into this Application, you did not rely upon any pre-contractual statement or previous agreement which is not repeated in this Application. To the extent permitted by law, no other terms, conditions, representations and warranties that would otherwise be implied (by law or otherwise) are part of this Application. Nothing in this Application attempts to limit or exclude liability for fraudulent misrepresentation.
2. **Assignment.** We may assign this Application to any other Moody's group company without either your or any Issuer's consent.

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3. **Agents.** We may use, and disclose any information provided to Moody's to, third party contractors or agents bound by confidentiality obligations in connection with Moody's business and research activities.
4. **Governing Law and Jurisdiction.** This Application and any contractual or non-contractual obligations arising from or connected to it are governed by and construed in accordance with the laws of the State of New York in the United States of America and subject to the exclusive jurisdiction of the courts of the State of New York located in the City and County of New York, Borough of Manhattan. To the extent permitted by law, you hereby waive whatever defense you may have of sovereign immunity whether in respect of jurisdiction or enforcement for yourself or for your property.
5. **No Third-Party Beneficiaries.** This Application is solely for the benefit of you and Moody's. Everyone comprising Moody's is entitled to the benefit of all protective provisions in this Application. Nothing in this Application will give any other person any legal or equitable right, remedy or claim, except a successor or permitted assignee pursuant to the "Assignment" provision above. This Application may be terminated or amended in accordance with its provisions without the consent of any third party.
6. **Counterparts/Execution/Website Terms.** You agree that this Application, and any amendment or waiver of any of the terms hereof, may be executed by electronic means (including, without limitation, by electronic signature, which shall be deemed binding, valid and enforceable) and together shall constitute a single instrument, and you further agree that facsimile, digitally scanned or other electronically transmitted or electronic copies of signatures shall be valid and binding as originals; provided that no amendment or waiver of this Application will be effective unless executed by an authorized representative of the Global Commercial Group of Moody's. Notwithstanding the foregoing, no one in the Moody's Group will be bound by or subject to any terms or conditions of use ("**Website Terms**") for access to any website containing information with respect to you, any Issuer, any Issue or Transaction, even if any such person clicks-through or has clicked-through to such Website Terms by electronic means at any time before, on or after the date of this Application.
7. **Severability.** The provisions of this Application are severable. If any such provision or part of any such provision shall to any extent be determined to be void or unenforceable, then the validity and enforceability of the remainder will not be affected. Furthermore, any void or unenforceable provision will be replaced with a valid and enforceable provision that preserves, to the fullest extent possible, the same economic, business and other purposes as such void or unenforceable provision.
8. **Termination.** In the event you wish to (i) terminate this Application in its entirety; or (ii) terminate your contractual obligations with respect to one or more of the ratings assigned hereunder, you may do so by giving us written notice of such termination, which notice will be deemed effective as of the last day of the month in which such notice is given. Any fees already paid will be non-refundable. You will remain responsible to pay any fees that become due at any point prior to the termination date. Moody's may terminate this Application at any time in its sole discretion. Except as may otherwise be expressly set out in this Application, all terms and conditions of this Application shall survive any termination of this Application.
9. **Instructions.** Please fill out the Authorization Form below and any relevant product request boxes attached and return the Application to your contact in our Commercial Group. PLEASE ONLY REPLY TO YOUR ACCOUNT MANAGER AT MOODY'S.
10. **Sales Taxes.**
 - (a) The New York State Department of Finance notified Moody's that effective September 1, 2015, New York City sales tax must be charged on all invoices for credit rating services delivered in New York City. The invoice address will determine whether the credit rating service has been delivered in New York City. Please note that New York State sales tax will not apply to these services, only the local New York City tax. Accordingly, on September 1, 2015, Moody's began to include New York City sales tax on invoices sent to addresses within the City of New York for credit rating services; and
 - (b) The Texas Comptroller of Public Accounts notified all credit rating agencies that, effective August 1, 2023, Texas state and local sales taxes must be charged on all invoices for applicable credit rating

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services delivered in Texas. The subject of the credit rating will determine whether the credit rating service has been delivered in Texas. Accordingly, on August 1, 2023, Moody's will begin to include Texas state and local sales taxes on applicable credit rating service invoices with the subject of the credit rating within Texas. If you wish to claim a sales tax exemption, please provide us with a sales tax exemption certificate.

AUTHORIZATION FORM

By completing the below, you, both in your own capacity and on behalf of each Issuer, agree with the terms and conditions of this Application and apply for the rating service(s) requested under this Application. Please return this Authorization Form to your contact in Moody's Commercial Group.

Thank you again for selecting Moody's.

1. Transaction Information upon signing of the Application.

Issuing Authority Name:	
Borrowing Entity's Name:	
Bond Name:	
Proposed Date of Sale:	
Currency:	USD
Expected Amount of Issue:	
Applicant:	

2. Contact Information

A. Billing Contact

Full Company Name:	
Mailing Address:	
City:	State/Province :

Country:	Postal Code:
Transactional Role (if any):	
Contact's Name:	
Contact's Title:	
Contact's Department:	
Contact's Telephone Number:	Fax Number:
Contact's E-mail:	
<input type="checkbox"/> Send only the initial invoice to this contact <input type="checkbox"/> Send all invoices to this contact <input type="checkbox"/> Send only annual (subsequent, monitoring, etc.) invoices to this contact	

B. Payor Contact

- ☐ Payor is the same as Billing Contact
- ☐ Payor is not the Billing Contact, but is the Special Purpose Vehicle (SPV), Issuer, or Obligor that is expected to be rated, or whose debt is expected to be rated
Payor Legal Entity Name _____
- ☐ Payor is other than the Billing Contact, or the SPV, Issuer, or Obligor noted above. Complete below

Full Company Name:	
Mailing Address:	
City:	State/Province :
Country:	Postal Code:
Transactional Role (if any):	

Contact's Name:	
Contact's Title:	
Contact's Department:	
Contact's Telephone Number:	Fax Number:
Contact's E-mail:	
<input type="checkbox"/> Send no invoices to this contact <input type="checkbox"/> Send only the initial invoice to this contact <input type="checkbox"/> Send all invoices to this contact <input type="checkbox"/> Send only annual (subsequent, monitoring, etc.) invoices to this contact	

C. RELATIONSHIP OF PAYOR TO ISSUER/ISSUE TO BE RATED

Rule 17-g7(a)(1)(ii)(J)(1) under the Securities Exchange Act of 1934 requires Moody's to disclose the following information regarding the person or entity paying Moody's to determine the credit rating (the Payor):

Select the statement below that best describes the relationship of the Payor to the issuer/issue to be rated:

EITHER:

() the Payor is the obligor being rated or the issuer, underwriter, depositor, or sponsor of the security or money market instrument being rated;

OR

() the Payor is not the obligor being rated or the issuer, underwriter, depositor, or sponsor of the security or money market instrument being rated.

For the avoidance of doubt, in the event that any payor information under B. and C. above or otherwise provided by you to Moody's has changed or is not accurate with respect to any Issuer or Issue under this Application, you will ensure that Moody's is provided with prompt written notice of such change (including, without limitation, any such change made on or after the closing of the relevant Issue) or inaccurate information. Any such notice must be sent to PayorUpdate@moodys.com (or any other e-mail address as Moody's may notify you from time to time).

D. Signatory Contact

Full Company Name:	
--------------------	--

Mailing Address:	
City:	State/Province :
Country:	Postal Code:
Transactional Role (if any):	
Contact's Name:	
Contact's Title:	
Contact's Department:	
Contact's Telephone Number:	Fax Number:
Contact's E-mail:	
<input type="checkbox"/> Send no invoices to this contact <input type="checkbox"/> Send only the initial invoice to this contact <input type="checkbox"/> Send all invoices to this contact <input type="checkbox"/> Send only annual (subsequent, monitoring, etc.) invoices to this contact	

3. Other Contacts (If applicable)

4. Additional Information (If applicable)

5. Signature Information

On Behalf of Applicant:

Authorized By:

Name: _____
Title: _____
Date: _____

PRODUCT SELECTION

PLEASE COMPLETE THIS SECTION TO INDICATE THE REQUESTED PRODUCT AS AT THE DATE OF THIS APPLICATION:

☐ INDICATIVE RATING

If you select an Indicative Rating and, within 6 months of Moody's assignment of the Indicative Rating, you request a Public Credit Rating or Private Monitored Rating by notice in writing to Moody's, then this Application will also apply in respect of such Public Credit Rating or Private Monitored Rating request.

If you do not provide such notice in writing to Moody's within such 6-month period, then this Application will apply only in respect of the requested Indicative Rating and you will be requested to sign a new application form if you wish to subsequently request a Public Credit Rating or Private Monitored Rating.

☐ PRIVATE MONITORED RATING

If you select a Private Monitored Rating and subsequently notify Moody's in writing that you wish to request a Public Credit Rating, then this Application will also apply in respect of such Public Credit Rating request.

☐ PUBLIC CREDIT RATING

In the event that none of the issuances related to any Public Credit Rating request(s) are executed due to cancellation or postponement of the issuance, you may request in writing a Private Monitored Rating and this Application will apply in respect of such Private Monitored Rating request.

If all of your assigned Public Credit Rating(s) are withdrawn due to all related debt obligations reaching maturity or being repaid in full, and you request a Private Monitored Rating by notice in writing to Moody's within 30 days of the date of such withdrawal, then this Application will also apply in respect of such Private Monitored Rating request.

If you do not provide such notice in writing to Moody's within such 30-day period, then you will be requested to sign a new application form if you wish to subsequently request a Public Credit Rating or Private Monitored Rating.

Please note that, apart from your initial request, the request by you (in your own capacity and on behalf of each Issuer) constituted by this Application shall not include any Issuer or Issue that you specifically instruct Moody's in writing not to rate prior to Moody's assignment of a rating. For the avoidance of doubt, when you request (in your own capacity and on behalf of each Issuer) a Public Credit Rating, either as at the date of this Application or at any time thereafter as may be permitted under this Application, this Application will also apply in respect of all future Public Credit Rating requests in accordance with Section B.1 (Request for Rating Services) of this Application.

Please contact your Relationship Manager in order to provide details of any future debt issuances.

Please refer to Moody's "Ratings Symbols and Definitions", which is available at www.moody.com for the meaning of Moody's ratings and other products and services.

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Moody's Code of Professional Conduct states that Moody's employees who approve or participate in determining or monitoring credit ratings, or who are involved in the development or approval of models or methodologies used in providing rating services, will not participate in discussions regarding fees or payments with any rated entity. Therefore, please do not return this rating application or Fee Schedule to any member of the analytic team involved in the rating process (including managers) or include the analytic team (including managers) in any fee-related correspondence. Moody's maintains a separate, dedicated group not involved in the rating process for handling applications, fee schedules and fee and payment discussions. If you have any questions regarding this Application or Fee Schedule, please contact the Moody's Relationship Management Team.

Moody's rating fees are shown in the following schedules.

Issue Size	Long-Term Bonds (Transportation)	Long-Term Bonds (Utilities)	Short-Term Notes (excludes BANs)	Bond Anticipation Notes (BANs)
≤ US\$ 5M	US\$ 26,000	US\$ 16,000	US\$ 8,500	US\$ 6,500
> US\$ 5M & ≤ US\$ 10M	US\$ 38,000	US\$ 26,500	US\$ 10,500	US\$ 7,250
> US\$ 10M & ≤ US\$ 25M	US\$ 43,000	US\$ 33,500	US\$ 15,500	US\$ 7,750
> US\$ 25M & ≤ US\$ 50M	US\$ 55,000	US\$ 41,500	US\$ 20,500	US\$ 8,500
> US\$ 50M & ≤ US\$ 75M	US\$ 72,000	US\$ 65,500	US\$ 21,500	US\$ 11,000
> US\$ 75M & ≤ US\$ 100M	US\$ 82,000	US\$ 69,500	US\$ 28,000	US\$ 12,000
> US\$ 100M & ≤ US\$ 150M	US\$ 100,000	US\$ 82,000	US\$ 33,500	US\$ 13,250
> US\$ 150M & ≤ US\$ 200M	US\$ 113,000	US\$ 85,000	US\$ 41,000	US\$ 14,750
> US\$ 200M & ≤ US\$ 300M	US\$ 135,000	US\$ 103,000	US\$ 50,000	US\$ 15,250
> US\$ 300M & ≤ US\$ 500M	US\$ 155,000	US\$ 121,000	US\$ 59,000	US\$ 15,500
> US\$ 500M & ≤ US\$ 1B	US\$ 185,000	US\$ 152,000	US\$ 67,000	US\$ 15,750
> US\$ 1B	Case by Case	Case by Case	Case by Case	Case by Case

Aggregation Fee

Applicable when an obligor is issuing multiple series selling on the same date with the same security type.

Aggregated Par Amounts	Aggregation Fee
≤ US\$ 25M	US\$ 1,000
> US\$ 25M & ≤ US\$ 100M	US\$ 4,000
> US\$ 100M & ≤ US\$ 500M	US\$ 10,500
> US\$ 500M	US\$ 14,500

Issuer Rating

Debt Outstanding	Initial Fee	Annual Fee
≤ US\$ 100M	US\$ 30,000	US\$ 11,500
> US\$ 100M & ≤ US\$ 500M	US\$ 40,000	US\$ 16,000
> US\$ 500M & ≤ US\$ 1B	US\$ 53,000	US\$ 22,000
> US\$ 1B	US\$ 68,000	US\$ 33,000

Annual Monitoring Fee

Airport/Seaport Enterprises

All airport/seaport issuers with outstanding public underlying ratings will be charged an annual monitoring fee. The initial fee will be charged upon assignment of the initial rating and the annual fee will be charged thereafter on each subsequent anniversary. The amount of the annual fee will be based on total debt outstanding for each organization.

Debt Outstanding	Annual Fee
≤ US\$ 25M	US\$ 9,000
> US\$ 25M & ≤ US\$ 75M	US\$ 14,500
> US\$ 75M	US\$ 21,000

Toll Roads

All toll roads with outstanding public underlying ratings will be charged an annual monitoring fee. The initial fee will be charged upon assignment of the initial rating and the annual fee will be charged thereafter on each subsequent anniversary. The amount of the annual fee will be based on total debt outstanding for each organization.

Debt Outstanding	Annual Fee
≤ US\$ 250M	US\$ 14,500
> US\$ 250M & ≤ US\$ 1B	US\$ 21,000
> US\$ 1B	US\$ 31,000

Public Utilities And All Other Public Sector Infrastructure Enterprises

Public Utilities and all other with outstanding public underlying ratings will be charged an annual monitoring fee. The initial fee will be charged upon assignment of the initial rating and the annual fee will be charged thereafter on each subsequent anniversary. The amount of the annual fee will be based on total debt outstanding for each organization.

Debt Outstanding	Annual Fee
≤ US\$ 100M	US\$ 14,500
> US\$ 100M & ≤ US\$ 500M	US\$ 21,000
> US\$ 500M & ≤ US\$ 1B	US\$ 27,000
> US\$ 1B	US\$ 40,000

Prepaid Transactions

A complexity fee will be added to the Standard Rating Fee for all municipal prepaid transactions based on the level of complexity of the transaction. In addition, a non-refundable annual fee of US\$ 11,500 will be charged beginning one year after the initial invoice. An upfront lump sum fee may be paid at the closing of the transaction in lieu of the annual fee. This fee is non-refundable should a deal fail to reach the 10-year term for any reason.

Levels	Complexity Fee
Level I Cash flows, Swap Agreements, Single Support Agreement, No Participant Credit Consideration	US\$ 25,000
Level II Cash flows, Swap Agreements, Multiple Support Agreements, Single Participant Credit Consideration, Guarantee(s)	US\$ 48,000
Level III Cash flows, Swap Agreements, Multiple Support Agreements, Multiple participant credit considerations, Guarantee(s), Additional structural and/or support considerations	US\$ 96,000

Assessment of a participant's credit quality in a prepaid transaction is not included in the above fees and will be billed separately.

Bank Bonds

A US\$ 10,000 fee will be charged for Bank Bond Ratings assigned in conjunction with the rating of the initial bonds.

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Escrow Pre-Refunded Bonds

A US\$ 10,000 minimum fee will be charged for Escrow Pre-Refunded Bonds.

Commercial Paper

The initial and annual fee for program sizes less than or equal to US\$ 100M is US\$ 17,500 and US\$ 21,000 if greater than US\$ 100M. For multiple programs, a discounted initial and annual fee for program sizes less than or equal to US\$ 100M is US\$ 15,000 and US\$ 17,000 if greater than US\$ 100M

Variable Rate Issues

Initial and annual fees for Variable Rate issues are as follows:

- Initial Fee: Additional US\$ 12,000 added to the long-term fees.
- Annual Fee: Based on the principal amount and is non-refundable.

Principal Amount	Fee
≤ US\$ 50M	US\$ 11,500
> US\$ 50M & ≤ US\$ 100M	US\$ 12,000
> US\$ 100M & ≤ US\$ 500M	US\$ 12,500
> US\$ 500M	US\$ 13,000

Self-Liquidity	Fee
≤ US\$ 100M	US\$ 27,500
> US\$ 100M & ≤ US\$ 500M	US\$ 41,000
> US\$ 500M & ≤ US\$ 1B	US\$ 48,000
> US\$ 1B	US\$ 59,000

Private Monitored Rate Fees

A private monitored issuer rating (PMR) may be requested by an issuer who does not have a current public rating with Moody's. Private credit ratings are defined in European law as credit ratings "produced pursuant to an individual order and provided exclusively to the person who placed the order" that "are not intended for public disclosure or distribution by subscription" and are subject to a duty of confidentiality and limitations on distribution (as set out below). Private credit ratings may not be used for regulatory purposes in certain jurisdictions, including in the European Union.

Initial/Annual Fees

The initial and annual fees for a PMR will be equivalent to the initial and annual fees for public ratings as set forth and will be payable as set forth above. Please contact the Account Management Team for details.

An issuer may request for an active PMR rating to be published at no additional cost.

Following repayment of your outstanding Moody's publicly rated debt and withdrawal of Moody's public debt rating, should you wish to retain a rating relationship with Moody's by requesting a private monitored issuer level rating (PMR), please contact your local relationship management contact to request the relevant rating application.

Amendments to Existing Variable Rate Transactions and/or RAC

A fee will be charged for certain changes or amendments to existing transactions. Examples of such changes or amendments and their related fees include, but are not limited to, the following:

FEE	AMENDMENTS
US\$ 2,600	Applies to extension of credit or liquidity enhancement.
US\$ 6,000 minimum	Applies to RAC.

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US\$ 10,000	Applies to substitution of credit or liquidity enhancement with or without provision changes. When there are multiple deals with identical documents, the fee for the first deal is US\$10,000 and each additional deal is US\$ 5,500.
100% of new issuance fee	Applies to restructuring of security and complex substitutions, i.e., when the replacement credit or liquidity enhancement is a different type of enhancement vehicle

Break-Up Fee (Prior to Assignment of Ratings)

Prior to the assignment of a rating by Moody's, if the rating process is terminated for any reason, then 75% of the applicable fees as set forth in the Fee Schedule will be charged as a "Break-Up Fee".

Credit back: If the issue is reactivated and a rating with respect to such issue is assigned within a 6-month period from the date of such termination, then 75% of any Break-Up Fee may be used as credit against any further fees in connection with such rating incurred by the Applicant as detailed in the applicable Fee Schedule. Any residual amount remaining, after the credit-back is applied is non-refundable.

Postponed or Cancelled Fee (Termination After Assignment of Ratings)

For an issue that has been assigned a rating and is subsequently canceled or postponed, 75% of applicable fees will be charged as a "Postponed/Cancelled Fee".

Credit back: If a postponed or cancelled issue is reactivated and a rating with respect to such issue is assigned within a 6-month period from the date of the postponement/cancellation, then 75% of any Postponed/Cancelled Fee may be used as credit against any further fees incurred by the Applicant with respect to such reactivated issue as detailed in the applicable Fee Schedule. Any residual amount remaining, after the credit-back is applied is non-refundable.

Indicative Rating Service

The initial fee for rating services with respect to an issue that has been assigned an Indicative Rating will be 75% of the standard initial fee for such services. If an application for a public underlying and/or insured rating is received within 6 months of the assignment of the Indicative Rating, 75% the Indicative Rating Fee will be credited against the initial rating fee for such subsequently requested rating as set forth on the applicable Fee Schedule. Circumstances under which Indicative Ratings may be published by Moody's include, without limitation (i) as required by law, regulation, judicial or governmental order, subpoena or other legal process or requested or required by any governmental or regulatory authority, (ii) in the event that the Indicative Rating is disclosed (other than by Moody's or any affiliate of Moody's) to any third party other than as expressly permitted pursuant to the confidentiality provisions set forth in this Rating Application, or (iii) in the event that a rating agency other than Moody's publishes a rating with respect to the issue to which this Rating Application relates. Any excess of the 75% of the Indicative Rating Fee over the actual charges for the subsequently requested definitive rating is non-refundable.

Complex Financings

Moody's may charge an additional fee of up to US\$ 150,000 for certain types of complex financings. Please contact the Relationship Management Team to discuss whether such complex deal fees apply to a planned financing.

Rapid Turnaround

A minimum fee of US\$ 3,000 may be charged at Moody's sole discretion if there is a request for expedient delivery of a rating.

Credit Estimates

There will be a non-refundable Initial/Annual Fee of US\$ 8,000 and US\$ 6,000 respectively for each credit estimate assigned on Pooled Transactions.

Additional Fee for 3rd Party Service Providers/Out-of-pocket expenses

Moody's may: (i) request reimbursement of reasonable travel and related expenses; and (ii) in some instances, charge an additional fee for services/opinions provided by a third party in connection with the ratings process. In either of these circumstances, Moody's will seek confirmation from the applicant in advance. Any such fees will be payable upon receipt of an invoice from Moody's.

Taxes

All fees and all relevant caps are exclusive of VAT, GST, HST, Business Tax, Excise Tax, Consumption or other similar sales or use taxes, levies and charges of any kind whatsoever. In the event that Moody's is required by law to invoice for any such tax, levy or charge (an "Invoiced Tax") with respect to Moody's services hereunder, the applicant shall pay Moody's the amount of such Invoiced Tax upon invoice in addition to the invoiced fees. In the event that the fees are consideration for a supply which is subject to any such form of taxation or equivalent, the relevant fees shall be increased to compensate Moody's for any such taxation it is liable to pay or otherwise account for to any tax authority to the extent permissible under relevant law, but the amount of any such increase for taxes will not count towards any of the relevant caps. Where the applicant is responsible for accounting for and paying any VAT, GST, HST, Business Tax, Excise Tax, Consumption or other similar sales or use taxes, levies and charges of any kind locally, the fees payable to Moody's will not be affected, being exclusive of such taxes, and the applicant shall pay any such taxes directly to the relevant authority.

Pooled financings, letters of credit and structured issues (except for prepaid transactions) are not included in any of the above rates.

Moody's reserves the right to change rating fees without prior notification.

All inquiries may be directed to the Moody's Relationship Management Team at (212) 553-4055.



Agreement ID #: 00163386.0

Date: 1/24/2024

Dear John T Hatanaka,

Thank you for requesting an Issuance Plus Surveillance Rating in relation to General Airport Revenue Bonds Series 2024 for the Burbank-Glendale-Pasadena Airport from Fitch Ratings, Inc. ("Fitch"). The Burbank-Glendale-Pasadena Airport ("you" or "your") agrees to pay Fitch fees for credit ratings services as set forth below:

Fee Details

Fee Currency: USD

Issuance Fees:

Par Amount	Fee
USD 500 Million – 1,000 Million	160,000.00

Relationship Fee: \$5,000 fee will remain unchanged at current level.

Payment of these fees is not contingent on the issuance or sale of the rated securities, your use of the ratings, Fitch's issuance of a particular rating or any other work performed. Fees are due and payable within 30 days of your receipt of an invoice from Fitch.

All fees and charges quoted are net of sales taxes. You acknowledge and agree that to the extent you are exempt from payment of sales tax, it is your obligation to provide Fitch with all necessary documentation from the relevant state authority confirming such exemption or pay sales taxes included on the invoice from Fitch.

In issuing and maintaining its ratings, Fitch relies on factual information it receives from issuers and from other sources Fitch believes to be credible. You recognize the need to supply Fitch with all information relevant to evaluating the ratings, including without limitation any information identified by Fitch in any questionnaire that may be forwarded to you, the issuer/company or your agents periodically. You further recognize the importance to monitored ratings of keeping Fitch informed on a timely basis of all material changes in the information provided to Fitch, potential material events and the overall financial condition of the rated entity.

Fitch reserves the right in its sole discretion to raise, lower, place on Rating Watch or withdraw any rating at any time for any reason it deems sufficient. Under such circumstances, no fees paid to Fitch will be returned.

Fitch is not responsible for any underwriting, credit, loan, purchase, strategic or investment decision. Ratings are not a recommendation or suggestion, directly or indirectly, to you or any other person, to buy, sell, make or hold any investment, loan or security or to undertake any investment strategy with respect to

any investment, loan or security or any entity. Ratings do not comment on the adequacy of market price, the suitability of any investment, loan or security for a particular investor (including without limitation, any accounting and/or regulatory treatment), or the tax-exempt nature or taxability of payments made in respect of any investment, loan or security. Fitch is not your advisor and is not providing you or any other party any financial advice, or any legal, auditing, accounting, appraisal, valuation or actuarial services. A rating should not be viewed as a replacement for such advice or services. Nothing in this letter is intended to or should be construed as creating a fiduciary relationship between you and Fitch or between Fitch and any user of a rating.

You acknowledge that Fitch's rating is subject to both (i) the analytical process and limitations described in this letter and (ii) the provisions relating to understanding ratings, including the usage and limitations thereof, found on Fitch's website, www.fitchratings.com. Subject to any specific limitations set forth elsewhere in this letter, nothing herein shall limit Fitch's right to publish, disseminate or license others to publish or otherwise to disseminate the ratings or the rationale for the ratings.

You agree that each of Fitch's affiliates and subsidiaries is an intended third party beneficiary of this letter agreement. You further agree that nothing in this letter, or the rating when issued, is intended to create rights in any third parties other than Fitch's affiliates and subsidiaries, including any users or recipients of ratings.

Please acknowledge your acceptance and agreement to the provisions of this letter by signing in the space below where indicated. Please return a copy of the signed agreement to me.

Work will commence after receipt of written agreement to the above terms. You should separately forward materials needed to provide the rating service directly to the analyst.

Ratings assigned by Fitch shall be valid and effective only if the rating letter assigning the rating contains the Agreement ID number set forth in this letter, and, in the case of a public rating, the rating is published on Fitch's website.

Please let me know if you have any questions and thanks again for choosing Fitch Ratings.

Best regards,

Richard Packard

{{Sig_es_:signer1:signature}}

Fitch Ratings, Inc.

Agreed and accepted:

{{Sig_es_:signer2:signature}}



Tel: + 1 (303) 721 4202
55 Water Street
New York, NY 10041-0003
Team Email:
USPFEengagementLtrs@spglobal.com
Issue No.:
Obligor ID :

Date

Company Name

Address

Address

Attention: -

Re:

Dear :

Thank you for your request for a S&P Global Ratings credit rating as described above. We agree to provide the credit rating in accordance with this letter and the rating letter, and you agree to perform your obligations set out in sections 1, 2 and 3 of this letter. Unless otherwise indicated, the term "issuer" in this letter means both the issuer and the obligor if the obligor is not the issuer.

We will make every effort to provide you with the high level of analytical performance and knowledgeable service for which we have become known worldwide. You will be contacted directly by your assigned analytic team.

1. Fees and Termination.

In consideration of our analytic review and issuance of the credit rating, you agree to pay us the following fees:

Rating Fee. You agree to pay us a credit rating fee of \$XXX plus all applicable value-added, sale, use and similar taxes. S&P Global Ratings reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on S&P Global Ratings issuance of any particular credit rating.

Other Fees and Expenses. You will reimburse S&P Global Ratings for reasonable travel and legal expenses. Should the credit rating not be issued, you agree to compensate us based on our time, effort, and charges incurred through the date upon which it is determined that the credit rating will not be issued.

Termination of Engagement. This engagement may be terminated by either party at any time upon written notice to the other party.

2. Private and Confidential Credit Ratings.

Unless you request otherwise, the credit rating provided under this Agreement will be a public credit rating.

If you request a confidential credit rating under this Agreement, you agree that the credit rating will be exclusively for your internal use, and not to disclose it to any third party other than your professional advisors who are bound by appropriate confidentiality obligations or as otherwise required by law or regulation or for regulatory purposes.

If you request a private credit rating under this Agreement, S&P Global Ratings will make such credit rating and related report available by email or through a password-protected website or third-party private document exchange to a limited number of third parties you identify, and you agree not to disclose such credit rating to any third party other than (A) to your professional advisors who are bound by appropriate confidentiality obligations, (B) as required by law or regulation or for regulatory purposes, or (C) for the purpose of preparing required periodic reports relating to the assets owned by a special purpose vehicle that has purchased the rated obligation, provided that the preparer(s) of the reports must agree to keep the information confidential and the private credit rating shall not be referred to or listed in the reports under the heading "credit rating," "rating" or "S&P rating", and shall be identified only as an "S&P Global Ratings implied rating" or similar term. If a third-party private document exchange is used, you agree to pay a one time administrative fee of \$10,000 in addition

to the fees outlined in this Agreement. You also agree to maintain the list of third-parties authorized to access the private credit rating current and to notify S&P Global Ratings in writing of any changes to that list. S&P Global Ratings may make access to the private credit rating subject to certain terms and conditions, and disclose on its public website the fact that the rated entity or obligations (as applicable) has been assigned a private credit rating.

3. Information to be Provided by You.

To assign and maintain the credit rating pursuant to this letter, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the credit rating and the continued flow of material information as part of the surveillance process. You also understand that credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings opinion of the information received from issuers and their agents and advisors.

4. Other.

S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer, its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

With respect to each rating that you have asked S&P Global Ratings (a "nationally recognized statistical rating organization") to rate under this Agreement, you understand that S&P Global Ratings is required under Rule 17g-7(a)(1)(ii)(J)(1) through (2) under the Securities Exchange Act of 1934 (hereafter "J1/J2"), to determine, ahead of publication of the rating, the entity paying for credit rating services, the role that entity undertakes, and whether the entity paying for credit rating services has also paid S&P Global Ratings for ancillary services during the most recently ended fiscal year. You acknowledge that the undersigned contracted party is the entity responsible for payment of credit rating services, and will, by default, be the legal entity S&P Global Ratings uses for its J1/J2 disclosures, unless otherwise indicated by you. To the extent that you do not expect to pay the fees due under this Agreement directly, you undertake to notify S&P Global Ratings, in writing and in advance of any credit rating publication, of a) the full legal name, address and role of the entity that will be the recipient ("bill-to") of S&P Global Ratings invoices due under this Agreement and b) where different to the bill-to entity, the full legal name, address and role of the entity that will be the payer of invoices; you understand that we cannot use a paying agent or similar intermediary for the purpose of the disclosure. You understand, as contracting party, your role in enabling S&P Global Ratings to accurately present the disclosure of its credit ratings.

Please feel free to contact Stephanie Haynes at stephanie.haynes@spglobal.com if you have any questions or

suggestions about our fee policies. In addition, please visit our web site at www.standardandpoors.com for our ratings definitions and criteria, research highlights, and related information. We appreciate your business and look forward to working with you.

Sincerely yours,
Blakely Fishlin

By :

A handwritten signature in blue ink that reads "Blakely Fishlin". The signature is written in a cursive, flowing style.

Name: Blakely D. Fishlin

Title: Director, Sr. Lead, Product Management & Development
sh

cc:

S&P Global Ratings - Data Protection Appendix to Terms and Conditions

1. **This Appendix:** This Data Protection Appendix (“**Appendix**”) is incorporated into the Engagement Letter and S&P Global Ratings Terms and Conditions (together, the “**Agreement**”) between S&P Global Ratings and you. In the event of conflict, this Appendix takes priority over the provisions of the Agreement but solely to the extent of the conflict.

2. **Definitions:** All words, terms or phrases, the meaning of which are defined in the Agreement, shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings:

"controller", "processor", "data subject", "personal data", "processing", "process", "special categories of personal data" and "joint controller" shall have the meanings given in Applicable Data Protection Law; where these terms are not defined in the Applicable Data Protection Law, they shall have the meaning given to them in the GDPR;

"Analytical Data" means underlying personal data contained within the information which is provided to S&P Global Ratings for the purposes of the provision of the Services, such as the personal data of individuals who have financial products in place which are relevant to the issuing of a rating;

"Applicable Data Protection Law" shall mean, as applicable, the **EU General Data Protection Regulation (Regulation 2016/679)** (as may be amended, superseded or replaced) ("**GDPR**") and all other supplemental or implementing laws relating to data privacy in the relevant European Union member state, including where applicable the guidance and codes of practice issued by the relevant supervisory authority, and/or all applicable data protection and privacy laws, regulations, binding guidance and mandatory codes of practice of other countries;

"Client Data" means personal data of data subjects, such as your employees, associates or partners, that is provided to S&P Global Ratings during the provision by S&P Global Ratings of the Services to you, such as name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number and language selection (and excludes special categories of personal data);

"Data" means Analytical Data and Client Data;

"Destination Jurisdiction" means a jurisdiction in respect of which additional safeguards are required under Applicable Data Protection Law of the Origin Jurisdiction in order lawfully to transfer personal data overseas to that jurisdiction;

"Origin Jurisdiction" means any of the following: a jurisdiction within the European Economic Area, the United Kingdom, Switzerland or Dubai International Financial Centre;

"Permitted Purpose" means processing in accordance with Applicable Data Protection Law:

(A) by employees, officers, consultants, agents and advisors of S&P Global Ratings or its affiliates of Data: (i) to provide ratings and other products and services (the “**Services**”) to you, (ii) to communicate with you regarding the Services that may be of interest to you, (iii) as described in the S&P Global Ratings’ Use of Information section of the Agreement and (iv) as otherwise permitted in the Agreement;

(B) of personal data by you to access and use the Services;

"Restricted Transfer" means a transfer of Data from within an Origin Jurisdiction, or that is otherwise subject to Applicable Data Protection Law of an Origin Jurisdiction, to a Destination Jurisdiction;

“Standard Contractual Clauses” means the standard contractual clauses (as adopted by European Commission Decision 2021/914 on 4 June 2021) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (a copy of the current version of which is accessible at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj), as completed in the form available at: https://www.spglobal.com/assets/documents/ratings/ratings_scc_controller_to_controller_final.pdf, and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the **"Data Exporter"** and S&P Global Ratings is the **"Data Importer."**

3. **Disclosure of data:** Each party will only disclose personal data to each other to process strictly for the Permitted Purpose.

4. Relationship of the parties: Except as may be specifically otherwise agreed, the parties acknowledge that you are a **controller** of the Data you disclose to S&P Global Ratings and that S&P Global Ratings will process the Data you disclose to S&P Global Ratings as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. Please see our Customer Privacy Policy (available at <https://www.spglobal.com/corporate-privacy-policy>) and Cookie Notice (available at <https://www.spglobal.com/corporate-privacy-policy/corporate-privacy-and-cookie-notice>) for further information regarding how personal data that you provide to S&P Global Ratings in connection with the Services will be used and maintained.

5. Notifications: Except where and to the extent prohibited by applicable law, each party (“**Notifier**”) will inform the other promptly after any inquiry, communication, request or complaint relating to Notifier's processing of the personal data transferred by the other party to the Notifier under this Appendix which is received from: (i) any governmental, regulatory or supervisory authority, (ii) any data subject or (iii) any other person or entity alleging unlawful or unauthorized processing.

6. Use and Restrictions on Use: Notwithstanding the information that you are entitled to use from the Services and distribute to third parties to the extent permitted by the Agreement, you shall not distribute or use any personal data to which you have had access when receiving the Services other than for the Permitted Purpose.

7. Security: The parties shall implement appropriate technical and organisational measures to protect the Data from: (i) accidental, unauthorized or unlawful destruction and (ii) loss, alteration, unauthorised disclosure of or access to the Data.

8. International Transfer of Data:

8.1 S&P Global Ratings may process (or permit to be processed) any Data in any jurisdiction (including any Destination Jurisdiction) or receive and make Restricted Transfers in relation to any Data provided that it does so in accordance with Applicable Data Protection Law.

8.2 To the extent that you are subject to Applicable Data Protection Law, the Standard Contractual Clauses shall: (i) apply, to the extent permitted by Applicable Data Protection Law, to Restricted Transfers by you (as Data Exporter) to S&P Global Ratings (as Data Importer); (ii) be deemed to be populated with your details as set out in the Agreement; (iii) be incorporated into and made a part of this Appendix; and (iv) be deemed to be executed by you executing the Agreement.

8.3 To the extent that the Standard Contractual Clauses apply between S&P Global Ratings and you:

(a) Where the Origin Jurisdiction is not within the European Economic Area, the Standard Contractual Clauses shall be construed in light of the equivalent provisions of relevant Applicable Data Protection Law of the Origin Jurisdiction insofar as Applicable Data Protection Law permits, and in particular references within the Standard Contractual Clauses: (i) to provisions of the GDPR shall be read as being references to any equivalent provisions in the Applicable Data Protection Law of the Origin Jurisdiction; (ii) to Member States and the Union shall be read as being references to the relevant Origin Jurisdiction; and (iii) to third countries shall be read as being references to the relevant Destination Jurisdiction, in each case as the context requires;

(b) Each party shall perform its obligations under the Standard Contractual Clauses at its own cost; and

(c) If the Standard Contractual Clauses are amended or replaced, the parties agree to take steps to put in place any amended or replacement version between them, as required by Applicable Data Protection Law.

9. Survival: This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P Global Ratings may continue to process the Data, provided that such processing complies with the requirements of this Appendix and Applicable Data Protection Law.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT**
(Burbank-Glendale-Pasadena Airport Authority / Polytechnique Environmental, Inc.)

This Amendment No. 1 (“First Amendment”) to the January 17, 2023 Professional Services Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Polytechnique Environmental, Inc. (“Consultant”), is dated March 18, 2024 for reference purposes.

R E C I T A L S

A. The parties executed the Agreement to provide for the Authority’s retention of Consultant as an independent contractor to perform airport carbon accreditation and application support services.

B. The Authority has exercised its first extension option and the Agreement is currently set to expire on January 16, 2025.

C. The parties desire to amend the Agreement to: (i) expand the scope of services; and (ii) increase the fee schedule.

NOW, THEREFORE, the parties agree as follows:

1. Amendment of Section 1. Paragraph E of Section 1 (Definitions) of the Agreement is amended to read as follows:

“E. ‘Fee Schedule’: for the base term, the fee schedule set forth in the attached Exhibit B. For the extension periods (if exercised), ‘Fee Schedule’ means the fee schedules set forth in the attached Exhibits B and E.”

2. Amendment of Section 1. Paragraph H of Section 1 (Definitions) of the Agreement is amended to read as follows:

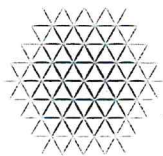
“H. ‘Services’: for the base term, the tasks set forth in the attached Exhibit A and in the attached October 25, 2022 proposal from Consultant. For the extension periods (if exercised), ‘Services’ means the tasks set forth in the attached Exhibit A, the attached October 25, 2022 proposal from Consultant, and the attached Exhibit E.”

3. Amendment of Section 15. Section 15 (Exhibits) of the Agreement is amended to read as follows:

“**15. Exhibits.** Exhibits A through E are incorporated into this Agreement by reference. Consultant’s October 25, 2022 also is incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A, B, C, or E, or the provisions of Consultant’s October 25, 2022 proposal, then the provisions of this Agreement shall prevail. In the event of any material discrepancy between the provisions of this Agreement and the provisions of Exhibit D, the provisions of Exhibit D shall prevail.”

EXHIBIT E
Supplemental Proposal

(attached)



POLYTECHNIQUE

Environmental, Inc.

Kyle Porter, Manager
Noise & Environmental Affairs
Burbank Glendale Pasadena Airport Authority
2627 N. Hollywood Way
Burbank, CA 91505

**Subject: Amendment for Additional Scope and Cost
Level 2 Airport Carbon Accreditation Support, PO A7256**

Dear Kyle Porter:

Polytechnique Environmental, Inc. (Polytechnique) is pleased to submit this amendment to Hollywood Burbank Airport for purchase order A7256, dated January 3, 2023 (attached). This amendment covers additional scope of work and the associated cost in support of Level 2 Airport Carbon Accreditation (ACA) annual renewals and California Energy Commission (CEC) Benchmarking.

Scope of Work

On September 27, 2023, BUR asked Polytechnique to provide the additional scope of work described below:

Task 1: Submit Annual Fees for Application Renewals

Polytechnique will send the annual ACA fees to Airports Council International by wire transfer. The estimated cost is based on the current ACA guidance documents. The cost for this task includes time to prepare, send, and confirm receipt of the wire transfer plus a \$50 bank fee.

Task 2: CEC Benchmarking

The CEC requires that BUR provide data input for benchmarking energy use by June 1 of each year. Polytechnique will update records in Energy Star Portfolio Manager (ESPM) and complete the annual reporting required by the CEC for BUR.

Deliverables

Deliverables for this project include:

- Evidence of fee payment
- Downloaded benchmarking report from ESPM

Assumptions

- The annual ACA renewal fee is \$2,880 per year.
- The CEC reporting will require the same number of meters that were reported in 2023.
- Monthly invoices will include costs for the main scope of work and this amendment as incurred.



POLYTECHNIQUE
Environmental, Inc.

Hollywood Burbank Airport
Amendment to PO A7256
Airport Carbon Accreditation Support

If the scope of work for this project is expanded beyond the listed assumptions, Polytechnique will request additional authorization to cover the out-of-scope costs.

Schedule

Polytechnique will commence the proposed services upon receipt of an NTP from BUR. The period of performance is four reporting/renewal years and will commence after receipt of the NTP and will continue through September 30, 2027.

Estimated Cost and Invoicing

The estimated not-to-exceed cost for the proposed scope of work is \$19,920f for four years (annual estimate is \$4,930. Project costs were estimated using the rates in the proposal for the main contract.

Please contact me at 562.716.8346 if you have any questions or need additional information about this task proposal.

Respectfully submitted,

Polytechnique Environmental, Inc.

Joehi R. Sood, PE, ENV SP
President

Attachments: BUR PO A7256
Cost Breakdown

cc: Maggie Martinez/BUR



POLYTECHNIQUE
Environmental, Inc.

Cost Breakdown
Airport Carbon Accreditation Support - Amendment
Hollywood Burbank Airport

Tasks	Principal		ODCs				Total
	\$205		ACA Fees		Bank Fees		
Task 1: ACA Fee Payment	2	\$410	1	\$2,880	1	\$50	\$3,340
Task 2: CEC Benchmarking	8	\$1,640	0	\$0	0	\$0	\$1,640
Annual Total							\$4,980
4-Year Total							\$19,920

Notes:

ACA = Airport Carbon Accreditation

ODC = other direct cost

CEC = California Energy

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / JMA Strategy Group)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated February 20, 2024 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and CHT Legatum, LLC (d/b/a JMA Strategy Group), a California limited liability company ("Consultant"). The Authority and Consultant may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: development of a software platform for the Transportation Security Administration-mandated airport employee screening project.

B. Consultant represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Airport Rules and Regulations": July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. "Commencement Date": February 5, 2024

C. "Contract Administrator": Ray Hunting or a duly authorized designee.

D. "Contract Limit": \$256,317.36

E. "Executive Director": Frank R. Miller or a duly authorized designee.

F. "Expiration Date": January 31, 2027

G. "Federal Requirements" the federal requirements set forth in the attached Exhibit C, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.

H. "Fee Schedule": the fee schedule set forth in the Proposal.

I. "Indemnities": as defined in Section 11(A).

- J. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B.
- K. "Liabilities": any actual or alleged causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.
- L. "PII": personally identifiable information.
- M. "Proposal": Consultant's November 10, 2023 proposal set forth in the attached Exhibit A.
- N. "Services": the tasks set forth in the Proposal.
- O. "TBI": TBI Airport Management, Inc.

2. Services.

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws including the Health Insurance Portability and Accountability Act of 1996, the Americans with Disabilities Act, the Stored Communications Act (18 U.S.C. Sections 2701 et seq.), Civil Code Sections 1798.80 et seq., and the California Consumer Privacy Act (Civil Code Section 1798.100 et seq.). Time is of the essence in the performance of this Agreement.

B. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall consult the Contract Administrator for any decisions that must be made by the Authority. Consultant shall promptly notify the Contract Administrator of any unsafe condition that Consultant discovers at the Airport.

C. In the event any claim is brought against the Authority relating to Consultant's performance of the Services, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

3. Term.

A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated or extended as provided below.

B. The Authority shall have two (2) options by which it may extend the term of this Agreement by one (1) year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, the Authority shall give written notice to Consultant at least thirty (30) days prior to the then-scheduled expiration date.

C. If Consultant breaches this Agreement and fails to cure such breach within thirty (30) days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Notwithstanding anything to the contrary provided herein, either party may terminate this Agreement for convenience, with or without cause, upon sixty (60) days prior written notice to the other party.

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

B. Consultant shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice with a reasonable basis for such dispute. Within thirty (30) calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

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

7. COVID-19 Exposure Notice. If Consultant learns that any Authority or TBI employee has a potential COVID-19 exposure from contact at the Airport with a qualifying individual (as defined in Labor Code Section 6409.6) employed by Consultant in the performance of the Services, then Consultant shall notify the Authority of that fact as soon as practically possible.. Consultant's obligation under this section shall survive expiration or termination of this Agreement.

8. Work Product Ownership.

A. Unless otherwise agreed upon in writing, all draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, electronic data and files, and/or all other media whatsoever created or developed by

Consultant in the performance of this Agreement (collectively, "Work Product"), except for the Work Product that is subject to a third-party license, shall be considered to be "works made for hire" for the benefit of the Authority. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of Authority without restriction or limitation upon their use, duplication or dissemination by Authority upon final payment being made. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product. "Work Product" shall not include any tangible or intangible thing to the extent protected by intellectual property or proprietary rights, and licensed to or owned by Consultant or a third party as of the Commencement Date.

B. Consultant assigns to Authority all rights of ownership to the Work Product, except for the Work Product that is subject to a third-party license, including any and all related intellectual property and proprietary rights that are not otherwise vested in the Authority pursuant to Paragraph A above.

C. Consultant warrants and represents that it has secured all necessary licenses, rights, consents or approvals necessary to the production of the Work Product, and that upon final payment, or termination by the Authority for Consultant's breach, the Authority shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose, except for the Work Product that is subject to a third-party license. Without affecting any other indemnification obligation of Consultant in this Agreement, Consultant shall defend, indemnify and hold the Indemnitees harmless from any and all Liabilities in any way related to a claim that the Authority's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property or proprietary rights and/or interests in products, ideas or inventions. In the event any use of any of the Work Product or other deliverables hereunder by Authority is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for the Authority the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a perpetual, irrevocable license or licenses for the Authority; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

9. Confidentiality and Data Security.

A. Consultant shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement ("Authority Data"). Consultant shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority Data shall be returned to the Authority at expiration or termination of this Agreement. Consultant's obligations under this section shall survive expiration or termination of this Agreement.

B. Authority Data includes the Authority's and/or the Authority employees' and all other persons' data, including PII if any, collected, accessed, used, processed, stored, generated, or otherwise made accessible to Consultant, as the result of or in connection with Consultant's

provision and/or the Authority's receipt of the Services. PII includes any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. PII also means "personal information" as defined in California Civil Code Section 1798.140. As between the Authority and Consultant, all Authority Data is and shall remain the sole and exclusive property of the Authority and all right, title, and interest in the same belongs to the Authority.

C. Without affecting Consultant's obligation of confidentiality, Consultant shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply with or are substantially similar to the security controls identified in the current version of NIST SP800-53, and that is designed to: (i) ensure the security and confidentiality of Authority Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the Authority Data; (iii) protect against unauthorized disclosure, access to, or use of the Authority Data; (iv) ensure the proper disposal of Authority Data; and, (v) ensure that all employees, agents, and subcontractors of Consultant, if any, comply with all of the foregoing. In no case shall the safeguards of Consultant's data privacy and information security program used to protect Authority Data be less stringent than the safeguards used by Consultant for its own data.

D. Consultant is provided a limited license to access Authority Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Authority Data only to the extent necessary in the providing of the Services. Consultant shall: (a) keep and maintain Authority Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Authority Data solely and exclusively for the purpose of providing the Services in accordance with this Agreement and applicable law; (c) allow access to Authority Data only to those employees or agents of Consultant who are directly involved with and responsible for providing the Services; and, (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Authority Data for Consultant's own purposes or for the benefit of anyone other than Authority without Authority's prior written consent, which shall not be unreasonably withheld or rejected. Consultant may not utilize aggregated data derived from Authority Data, even if made anonymous, i.e., by using technology that irreversibly alters data in such a way that the data subject can no longer be identified directly or indirectly, either by the data controller alone or in collaboration with any other party, and such data is thereby rendered "anonymized data", as generally described in ISO 25237:2017, Sections 3.2 and 3.3.

E. Any and all cloud storage shall be in compliance with ISO/IEC 27001 - 27018, as applicable, or successor standards thereto. The Services (including all data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein. Verified cloud storage services provided by Amazon Web Services or Microsoft Azure, shall be deemed to comply with this section.

F. In the event of any act, error or omission, negligence, misconduct, or breach by Consultant that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of Authority Data or the physical, technical, administrative, or organizational safeguards put in place by Consultant that relate to the protection of the security, confidentiality, or integrity of Authority Data, Consultant shall, as applicable: (a) notify the Authority as soon as practicable but no later than 24 hours of becoming aware of such occurrence; (b) cooperate with the Authority in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Authority; (c) in the case of PII, at Authority's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of Civil Code Section 1798.82 and Section 1798.100 et seq., or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse the Authority for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 12 months following the date of notification to such individuals; and (e) perform or take any other actions required to comply with applicable law as a result of the occurrence.

10. Conflict of Interest. Consultant shall not maintain or acquire any financial interest that may be materially affected by the Services. Consultant shall avoid the appearance of having any financial interest that would directly conflict with the Services.

11. Indemnification.

A. Each Party (the "Indemnifying Party") shall defend, hold harmless, and indemnify the other Party and any and all of its boards, officers, directors, agents, employees and assigns and successors (collectively "Indemnitees") from and against any Liabilities that arise out of the acts or omissions of the Indemnifying Party or its subcontractors in connection with this Agreement.

B. Each Party's obligations under this section shall survive for six (6) months after the expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Each Party's obligations under this section shall apply to Liabilities that partially involve active or passive negligence by the other Party and to the extent caused by the acts or omissions of the Indemnifying Party. However, each Party's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the other Party, as determined by final arbitration or court decision or by consensus of the Parties.

D. For avoidance of doubt, acts and omissions of any and all employees, officers, agents, contractors, and any other persons or entities acting on behalf of a Party, in connection with or relating to the performance of the Services or any obligations under this Agreement, are imputed to, and are deemed to be the acts and/or omissions of, the Party.

E. LIMITATION ON LIABILITY. EXCEPT FOR CLAIMS COVERED BY EITHER PARTY'S INSURANCE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF SUCH PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THIS WAIVER SHALL NOT APPLY TO ANY CLAIM OR DAMAGES FOR FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT EXCEED THE HIGHER OF (I) THE LIMIT OF CONSULTANT'S INSURANCE APPLICABLE TO THE SPECIFIC CLAIM OR LIABILITY, OR (II) THE ACTUAL AMOUNT PAID TO CONSULTANT FOR SERVICES RENDERED UNDER THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

12. Insurance. Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements, Exhibit "B" hereto.

13. Suspension. The Contract Administrator may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the Parties. Written notice of a suspension shall be given to Consultant at least three (3) business days prior to the suspension.

14. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Ray Hunting
E-mail: rhunting@bur.org

Consultant
JMA Strategy Group
100 South Alameda Street, Suite 266
Los Angeles, CA 90012
Attn: Matthew Chong
E-mail: matthew.chong@jmasg.com

15. Assignability. Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent, which shall not be unreasonably withheld or rejected. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Consultant from utilizing subcontractors. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or

obligations in violation of this prohibition shall be void. Notwithstanding the foregoing, this Section 15 shall not apply to any transfer or assignment of Consultant's interests to an entity under the common ownership with the Consultant.

16. Litigation. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. In the event that either Party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the Party who causes the uncertainty to exist or against the party who drafted the disputed language.

17. Exhibits. Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A or B, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit C, the provisions of Exhibit C shall prevail.

18. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

19. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement. Authority shall not be bound by any "click through" online agreements or online terms and conditions not expressly referenced herein, in order to have full benefit of the Services.

20. No Benefit to Third Parties. The rights and privileges afforded by this Agreement are solely for the benefit of the Parties and their respective successors and permitted assigns. No Party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

[SIGNATURES ON FOLLOWING PAGE]

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

CHT Legatum, LLC (d/b/a JMA Strategy Group)

By: _____

Print Name: Matthew Chong

Title: Manager

By: _____

Print Name: _____

Title: Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

Burbank-Glendale-Pasadena Airport Authority

Felicia Williams, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A

Proposal

November 10, 2023

To: Raymond Hunting, C.M., ACE, IACE
Airport Security Manager

Re: Pricing Proposal for Software Development and Data Reporting for Airport Workers Screening Program

Dear Mr. Hunting,

I hope this letter finds you well. I am writing on behalf of JMA Strategy Group to present our pricing proposal for the software development and data reporting for the Airport Workers Screening Program.

The pricing is as follows:

Monthly Active User License and License Scale

The monthly cost for the security platform will be \$3,712.50 per month or \$49.50 per MAU for up to 75 monthly active users (MAU).

This includes the following:

- Development of the platform tailored to Hollywood Burbank Airports specifications
- Real-time tracking and monitoring of security assets deployed in the field
- Continuous development based on requirements of Hollywood Burbank Airports
- Real time and historical data for reporting and SLA purposes
- Create custom access for TSA to fulfill all mandate requirements

Scaling Costs

For larger numbers of MAUs, we offer the following rates:

Up to 150 MAU: \$6,000 per month or \$40 per MAU

Beyond 150 MAU, we can negotiate a lower per MAU cost based on the volume of expected users.

Consulting Services and Business Intelligence Services

Our team is experienced in pairing data-driven approaches with visualizations to create powerful analyses and business intelligence. JMA Strategy Group will provide 10 hours per month of data analytics and visualization dashboards utilizing Tableau at a rate of \$175 per hour. This includes direct web access to the dashboards and up to 3 user logins by department which will be created by JMA Strategy Group. An example of this would be a user login of Security_BUR_BI@JMASG.Com would be given to the security team to access the fully interactive dashboards.

Additional need for specific consulting services will be charged at a discounted rate of \$175 per hour.

Additional Costs

JMA Strategy Group will offer mobile service for \$821.40 per month for 15 devices (\$54.76 per month), which includes unlimited data, Mobile Device Management (MDM), Push To Talk capabilities, and insurance on 15 devices. The insurance includes 24-hour replacement of the device as well as any repairs needed on the device to be completed in quick order.

Capital Expenditures

There are also one-time costs for calibration, testing, and custom development for Hollywood Burbank Airport setup (\$30,000) and the procurement of 15 mobile devices (~\$1,500). BLE (Bluetooth Low Energy) beacons will be considered for this project and if so, they will be provided by JMA Strategy Group at no cost.

Expected Time to Deployment

The following would be the initial schedule of the development process:

- 2 weeks to map out workflow and processes currently established at Hollywood Burbank Airport
- 1 week to calibrate the map, locations of services and operations, and layout possible BLE beacon locations
- 3 weeks to develop workflow and processes into the platform
- 1 week to confirm and demonstrate the workflow and processes, setup Tableau access for user groups,
- 3 – 4 weeks to test: Mobile and web application testing in real environment (Testing period could be reduced if no complications arise from testing)

Total setup time: 10 – 11 weeks

Annual Budget Projection

Year 1: \$105,510

- Includes up to 75 MAUs Licenses - \$44,550 per year
- One-time capital expenditures on setup and mobile device procurement - \$31,500
- Includes up to 15 devices with unlimited data, MDM, PTT, and Insurance - \$8,460
- Includes up to 10 hours per month of data analysis and reporting included in annual cost - \$21,000
- Additional hours for Consulting Services and Business Intelligence services: \$175 per hour

Year 2+: \$75,403.68

- Includes up to 75 MAUs (if no change) - \$44,550 per year
- Includes up to 15 devices with unlimited data, MDM, PTT, and Insurance - \$8,460
- Includes up to 10 hours per month of data analysis and reporting included in annual cost - \$21,000
- Additional hours for data analysis and reporting: \$175 per hour

All prices are subject to Net 30 payment terms, and all capital expenditures will be reimbursed at cost.

We are excited about the prospect of working and partnering with Hollywood Burbank Airport and believe our services will greatly enhance your security monitoring capabilities.

Please do not hesitate to contact me if you have any questions or if you would like to discuss this proposal further.

Best regards,

Matthew Chong
CEO
JMA Strategy Group

EXHIBIT B
Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

E. Cyber Liability Insurance. Unless otherwise approved in writing by Authority's risk manager, Consultant shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement, cyber liability insurance (\$2,000,000 per occurrence) providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of Authority Data; (ii) data breach including theft, destruction, and/or unauthorized use of Authority Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of Authority Data.

The cyber liability policy shall be primary without right of contribution from Authority, and Consultant waives all rights of subrogation. Such policy shall require that Authority be given no less than thirty (30) calendar days prior written notice of any cancellation thereof or material change therein. Consultant shall provide Authority with a certificates of insurance and original endorsement, evidencing all of the above coverage, and shall provide Authority with certificates of insurance evidencing renewal or substitution of such insurance thirty (30) calendar days prior to the effective date of such renewal or substitution. Any "claims made" policy shall be endorsed to provide an extended reporting period of not less than three (3) years. The requirements of this subsection E may be satisfied by providing substantially the same protection through the required policy of professional liability insurance (Sec. C, above.)

2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnatee before the Indemnatee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator

guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements, with redactions to ensure confidential materials between Consultant and subcontractor are protected, to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

EXHIBIT C
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities,

including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

FLEET MAINTENANCE SERVICES AGREEMENT

This Fleet Maintenance Services Agreement (“Agreement”) is dated _____, 2024 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Keolis Transit Services, LLC (“Contractor”), a Delaware limited liability company.

RECITALS

- A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”).
- B. The Authority wishes to retain Contractor to provide vehicle and equipment maintenance and repair services including: inspections; tune ups; brake service; wheel service; air conditioning service; tire replacement and rotation; and replacement of hoses, belts, water pumps and operating parts.
- C. Contractor wishes to provide the designated vehicle and equipment maintenance and repair services for the Authority upon the terms and conditions contained in this Agreement.
- D. Contractor acknowledges that it has examined the on-Airport work site and is aware of all existing conditions.
- E. Contractor represents that it is an ASE Certified shop and that it has mechanics with Master ASE Certifications who will be assigned to the Airport.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

1.1 “Airport Fleet Items”: Priority Fleet Items and Non-Priority Fleet Items listed in the attached Exhibit A.

1.2 “Airport Operations Superintendent”: the Authority’s Superintendent, Airport Operations or such person’s duly authorized representative.

1.3 “Airport Rules and Regulations”: July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

1.4 “Automotive Service Space”: Airport building space in which Contractor may conduct the Automotive Services.

1.5 “Automotive Services”: automotive maintenance and repair services listed in the attached Exhibit B.

1.6 “Automotive Supplies”: automotive goods, parts, and materials to be used on Airport Fleet Items in the performance of the Automotive Services.

1.7 “Claims”: actual, alleged, or threatened claims, demands, actions, proceedings, causes of action, damages, judgments, awards, settlement amounts, penalties, fines, assessments, charges, fees, forfeitures, losses, liabilities, obligations, costs, and expenses. “Claims” includes attorneys’ fees.

1.8 “Contractor Employee”: any of the Contractor Personnel regardless of such person’s contractual relationship with Contractor.

1.9 “Contractor Personnel”: collectively Contractor’s employees, subcontractors, and other persons for whose acts Contractor is responsible.

1.10 “Default Event”: an event specified in Subsection 12.1.

1.11 “Executive Director”: the Authority’s Executive Director or such person’s duly authorized representative.

1.12 “Extra Services”: automotive maintenance or repair services that are not listed in Exhibit B.

1.13 “FAA”: Federal Aviation Administration.

1.14 “Federal Requirements”: federal requirements set forth in the attached Exhibit C, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the FAA.

1.15 “Fleet Manager”: the Authority’s Fleet Manager or such person’s duly authorized representative.

1.16 “Holiday”: New Year’s Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (first Monday in September); Thanksgiving Day (fourth Thursday in November); and Christmas Day (December 25).

1.17 “Holiday Hours”: 8:00 a.m. through 5:00 p.m. on any Holiday.

1.18 “Indemnitees”: the Authority, TBI, the Cities of Burbank, Glendale and Pasadena, California, and their respective commissioners, councilmembers, officers, directors, employees, agents, and representatives.

1.19 “Large-Cost Supply Item”: any Automotive Supply Item that has an estimated cost of \$1,000 or more.

1.20 “Large-Cost Task”: any Automotive Service having an estimated cost of \$1,000 or more.

1.21 “Non-Priority Fleet Items”: Airport Fleet Items designated “non-priority” in Exhibit A.

1.22 “Overtime Hours”: 4:01 p.m. through 6:59 a.m. on any day not a Holiday.

1.23 “Priority Fleet Items”: Airport Fleet Items designated “priority” in Exhibit A.

1.24 “Qualified Mechanic”: ASE Certified mechanic.

1.25 “Regular Hours”: 7:00 a.m. through 4:00 p.m. on any day not a Holiday.

1.26 “TBI”: TBI Airport Management, Inc.

1.27 “Toxic Materials”: any hazardous or toxic materials, pollutants, effluents, contaminants, radioactive materials, flammables, explosives, pesticides, chemicals known to cause cancer or reproductive toxicity, emissions, wastes, or any other chemicals, materials or substances whose handling, storage, release, transportation or disposal either: (i) is or becomes prohibited or regulated by a government agency; or (ii) is or becomes known to pose a hazard or potential threat to the health and safety of any person or to the environment.

1.28 “TSA”: United States Transportation Security Administration.

2. TERM

2.1 Base Period. This Agreement shall commence on April 1, 2024 and shall expire on March 31, 2027 unless extended pursuant to Subsection 2.2 or earlier terminated pursuant to Subsection 2.3 or 2.4.

2.2 Extension. The Authority shall have two options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, the Authority shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.

2.3 Termination For Convenience. The Authority may terminate this Agreement in its entirety, or as to some but not all of the Automotive Services, for convenience at any time. To effectuate such termination, the Authority shall give written notice to Contractor at least 30 days prior to the effective time and date of termination, and, if applicable, the particular Automotive Service(s) terminated.

2.4 Termination For Default. The Authority may immediately terminate this Agreement in its entirety, or as to some but not all the Automotive Services, upon the occurrence of any Default Event. To effectuate such termination, the Authority shall give written notice to Contractor stating the effective time and date of termination, and, if applicable, the particular Automotive Service(s) terminated.

2.5 Final Payment. Upon terminating this Agreement in its entirety, the Authority shall pay Contractor the balance due for (i) any Automotive Services completed or Automotive Supplies delivered to the Authority before receipt of the termination notice; and (ii) any Automotive

Supplies ordered by the Authority and actually delivered within 15 days after receipt of the termination notice.

3. GENERAL PROVISIONS

3.1 Scope of Services. Contractor shall perform the Automotive Services in accordance with this Agreement. At any time, upon 24 hours written notice to Contractor, the Fleet Manager may add or delete Airport Fleet Items to or from this Agreement and Exhibit A shall be revised accordingly.

3.2 Independent Contractor Status. Contractor is, and shall at all times remain as to the Authority, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.

3.3 Compliance with Law. Contractor shall conduct the Automotive Services in accordance with the Federal Requirements and applicable laws. Contractor shall obtain any certifications as may be required by law for the Authority's operation of the Airport Fleet Items.

3.4 Airport Rules and Regulations. Contractor shall comply with the Airport Rules and Regulations. Contractor acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com), and Contractor may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Contractor or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

3.5 Performance Standard. Contractor shall perform all work to the highest professional standard and in a manner reasonably satisfactory to the Authority. Contractor shall cause all work to be performed by a Qualified Mechanic.

3.6 Warranty. Contractor warrants that Automotive Supplies and Automotive Services shall be free from defects in design, materials, and workmanship, and shall conform to all applicable specifications, descriptions, samples, and drawings referred to in this Agreement. If any such item or service is shown to be defective or otherwise fails to conform to the requirements of this Agreement within 12 months of delivery, Contractor shall repair, replace, or make good the defect(s) at no cost to the Authority. Contractor shall issue the Authority a credit for any such item or service returned to Contractor due to a defect or nonconformance.

3.7 Performance Time. Time is of the essence for performance of the Automotive Services and for the purchase of Automotive Supplies. If at any time Contractor has reason to believe that performance of an Automotive Service will not be completed by any scheduled date, Contractor shall immediately notify the Fleet Manager of the cause and duration of the anticipated delay. If the Fleet Manager determines that the delay is due to causes within Contractor's reasonable control, Contractor shall at its expense take necessary action (including working overtime or working extra shifts) to complete the Automotive Service by the scheduled date.

3.8 Rescheduling or Cancellation. The Fleet Manager may reschedule or cancel the maintenance, repair, or other servicing of any Airport Fleet Item by giving 24 hours written notice to Contractor.

3.9 Work Location. Contractor shall conduct the Automotive Services at the Airport in the Automotive Service Space unless prior written authorization has been obtained from the Fleet Manager for an off-Airport work location. The Fleet Manager may authorize an off-Airport work location for Automotive Services that the Fleet Manager determines cannot be completed satisfactorily on-Airport. Contractor shall be responsible for, and shall bear the cost of, round-trip transportation for any Airport Fleet Item that is to be serviced off-Airport.

3.10 Work Orders. Contractor shall issue the Authority a work order for each of the Automotive Services provided. Work orders shall be in a format approved by the Fleet Manager and shall contain the following information: specific work order number; unit number; odometer and/or Hobbs hour reading of the unit (whichever is applicable); date created; time work began; total time for completion rounded to nearest quarter hour; work location; detailed description of problem and solution; name of reporter; name of individual that authorized the work (if the work is a Large-Cost Task); listing of parts by manufacturers' part numbers and corresponding MSRP; and name and phone number of any subcontractor used to do the work.

3.11 Equipment. Contractor shall furnish all equipment necessary for performance of the Automotive Services and shall maintain such items in good operating condition. Contractor shall repair or replace any such item within 24 hours of determining that the item is defective.

3.12 Personnel Training. Contractor shall ensure that Contractor Personnel are trained and certified as required by law. Additionally, Contractor shall ensure that Contractor Personnel performing warranty work on an Airport Fleet Item are trained and certified as required by the manufacturer.

3.13 Personnel Conduct. Contractor shall require Contractor Personnel to conduct themselves in a courteous manner and with inoffensive demeanor while at the Airport. Upon objection from the Fleet Manager concerning the conduct, demeanor, or appearance of any Contractor Employee, Contractor shall immediately take all steps necessary to correct or to remove the cause of the objection.

3.14 Airport Fleet Item Monitoring. Contractor shall continuously monitor the useful life of the Airport Fleet. Contractor shall give the Authority prompt written notice upon determining that an Airport Fleet Item has (i) metal fatigue; (ii) exceeded its useful life; or (iii) a repair cost in excess of its replacement cost.

3.15 Out-of Service Notice. Contractor shall give the Authority prompt written notice upon determining that an Airport Fleet Item may be out of service for more than six hours.

3.16 Miscellaneous Notices. Contractor shall give the Authority prompt written notice of any vehicle repairs that are becoming excessive or that may become repetitive in the future. Additionally, Contractor shall give the Authority prompt written notice of any goods, materials, parts, or work necessary to fully refurbish, repair, or replace an Airport Fleet Item's body, interior, existing enhanced supporting super-structures, or environmental protections.

3.17 Large-Cost Expenditures. Contractor shall obtain the Fleet Manager's written authorization prior to purchasing any Large-Cost Supply Item or conducting any Large-Cost Task.

3.18 Confidentiality. Contractor shall keep the Authority's confidential information plainly marked "CONFIDENTIAL" to prevent unauthorized use or reproduction. Unless approved by the Fleet Manager in advance in writing, Contractor shall not disclose such information to any person. This provision does not preclude Contractor from disclosing such information to a Contractor Employee as necessary for performance of the Automotive Services.

3.19 Extra Services. Contractor shall obtain the Fleet Manager's written authorization prior to conducting any Extra Services for the Authority.

4. SCHEDULE

4.1 Inspections.

(a) *Daily Inspections.* Contractor shall conduct daily inspections of Priority Fleet Items on Monday through Friday during Regular Hours in accordance with California Highway Patrol requirements.

(b) *PMI Inspections.* Contractor shall conduct PMI Inspections of Priority Fleet Items during Regular Hours every 250 hours of operation, 45 days, or 6,000 miles, whichever occurs first.

4.2 Preventive Maintenance.

(a) *Notice.* Contractor shall provide the Fleet Manager a written schedule indicating the dates on which Contractor will conduct preventive maintenance of Airport Fleet Items. Prior to performing any preventive maintenance work, Contractor shall provide the Fleet Manager at least seven days written notice.

(b) *Police Vehicles.* Contractor shall conduct brake inspections and lube, oil, and filter services on Airport police vehicles every 90 days or 3,000 miles, whichever occurs first.

(c) *Staff and Maintenance Vehicles.* Contractor shall conduct brake inspections and lube, oil, and filter services on Airport staff and maintenance vehicles every 90 days or 3,000 miles, whichever occurs first.

(d) *Other Airport Fleet Items.* Contractor shall conduct brake inspections, Non-Priority Fleet Item inspections and lube, oil, and filter services for all other Airport Fleet Items every 90 days or 250 hours of operation, whichever occurs first.

4.3 Miscellaneous Maintenance Services.

(a) *Transmission.* Contractor shall provide transmission service for Airport Fleet Items during Regular Hours. Transmission service shall be scheduled on an as needed basis as determined by the parties.

(b) *Tune Ups.* Contractor shall provide tune ups for Airport Fleet Items during Regular Hours. Tune up service shall be scheduled on an as needed basis as determined by the parties.

(c) *Brakes.* Contractor shall provide brake service for Airport Fleet Items during Regular Hours. Brake inspections and replacement shall be scheduled on an as needed basis as determined by the parties. Brake inspections shall include removal of the wheels and checking of the brake pads, calipers, brake drums, springs, seals, brake lines, brake cylinders, and master cylinder.

(d) *Tires.* Contractor shall provide tire service for Airport Fleet Items during Regular Hours as needed. Tires shall be rotated every 5,000 miles or as required by manufacturer's specifications. Tires shall be purchased and provided by the Authority.

(e) *Fuel Injection System.* Contractor shall provide fuel injection system service for Airport Fleet Items during Regular Hours. The fuel injection system shall be cleaned every 50,000 miles or as required by manufacturer's specifications.

(f) *Coolant System.* Contractor shall provide coolant system service for Airport Fleet Items on a yearly basis. Coolant system service shall include: flushing of the system; pressure checking the system and radiator cap; verification that the radiator cap functions properly; verification that radiator hoses are not worn, cracked, or disintegrating; and inspection of engine belts.

(g) *Air Conditioning.* Contractor shall provide air conditioning service for Airport Fleet Items on an as needed basis as determined by the parties, but no less than annually prior to the summer. Air conditioning service shall be performed off-Airport at a location agreed upon by the parties.

4.4 Warranty Service.

(a) *Notice.* The Fleet Manager shall give Contractor written notice of each Airport Fleet Item that is under factory warranty.

(b) *Service.* Contractor shall conduct the Automotive Services on each factory-warranted Airport Fleet Item in accordance with the manufacturer's specifications with the frequency that the parties determine is necessary to keep the vehicle under warranty.

(c) *Replacements.* If authorized to perform warranty work by the manufacturer, Contractor shall obtain from the manufacturer a replacement for any malfunctioning good, material, or part and the Authority shall not be charged for such replacement.

(d) *Unscheduled Services.* Contractor shall obtain prior written authorization from the Fleet Manager before scheduling or performing any Automotive Service that does not have a service schedule specified by this Section.

5. **COMPENSATION**

5.1 Automotive Services. The Authority shall compensate Contractor for the Automotive Services, and Contractor agrees to accept as full satisfaction, at the following hourly rates:

Time Period	Regular Hours Rate	Overtime Hours Rate	Holiday Hours Rate
1 st Year -3 rd Year	\$110.00	\$141.00	\$167.00
Time Period	Regular Hours Rate	Overtime Hours Rate	Holiday Hours Rate
1 st Option Year	\$116.00	\$149.00	\$176.00
2 nd Option Year	\$122.00	\$156.00	\$185.00

5.2 Extension Period Adjustment. For each extension option exercised by the Authority, the applicable Option Year hourly rates set forth in Subsection 5.1 shall be increased based on the most recent previous 12-month period published Consumer Price Index rate for all indices, Los Angeles County, or by 5%, whichever is less.

5.3 Subcontracted Services. When beneficial to the Authority, and with prior written authorization from the Fleet Manager, Contractor may have a subcontractor perform repairs off-site. When a subcontractor is utilized the cost of pre-authorized off-site services will be reimbursed at cost (no mark-up). Contractor shall reference the written pre-authorization and provide evidence of the costs of subcontracted services to the Authority when invoiced.

5.4 Automotive Supplies. Except as provided in Subsection 4.4, the Authority shall pay Contractor a 15% mark-up of the price paid by Contractor for the purchase of Automotive Supplies used on Airport Fleet Items in the performance of the Automotive Services. Contractor shall provide evidence of cost of materials billed to Authority when invoiced.

5.5 Invoices.

(a) *Submission.* No later than the tenth day of each month, Contractor shall provide the Authority a written invoice for all work performed during the prior month. Invoices shall be in a format approved by the Fleet Manager and shall include the following information for each Airport Fleet Item serviced: vehicle identification; work order number; description of work; work location; date and time of work; number of hours worked and hourly rate; and retail price and Contractor's purchase price for Automotive Supplies used on the vehicle.

(b) *Liquidated Damages.* If an invoice is submitted between 60 days and 120 days after the end of the month covered by such invoice, the Authority shall process the delinquent invoice and Contractor shall pay the Authority the sum of \$1,000 as liquidated damages. The parties agree that this amount is a reasonable approximation of the actual damages that would be suffered by the Authority by reason of extraordinary accounting costs necessary to process a delinquent invoice.

(c) *Forfeiture.* If an invoice is submitted more than 120 days after the end of the month covered by such invoice, Contractor shall be deemed to have committed a grossly negligent, willful, or fraudulent breach of duty. In such event, the Authority shall not process the

delinquent invoice and Contractor shall forfeit payment for work performed during the month covered by that delinquent invoice.

5.6 Payment. Within 10 days of receipt of each invoice, the Authority shall notify Contractor in writing of any disputed amounts on the invoice. Within 30 days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.

5.7 Audits. If an audit shows that any compensation paid by the Authority to Contractor was in excess of the amount to which Contractor is entitled, Contractor shall pay the Authority such excess immediately upon written demand. Alternatively, the Authority may deduct such excess from any future payments to Contractor. If an audit shows that any compensation paid by the Authority to Contractor was equal to or in excess of 2% of the amount to which Contractor is entitled, Contractor shall pay the Authority the costs of the audit. The Authority's rights under this Subsection are additional to any other available remedies.

6. RECORDS AND REPORTS

6.1 Airport Fleet Item Service Records. On a monthly basis, Contractor shall provide airport vehicle service records to the Fleet Manager for Airport Fleet Items serviced during the period. Airport vehicle service records shall be in a format approved by the Fleet Manager and shall include the following information for each Airport Fleet Item: the vehicle number; the dates Automotive Services were performed on the vehicle; and the description of the Automotive Services performed on the vehicle. Contractor shall maintain airport vehicle service records in a fireproof cabinet and shall maintain duplicate copies at Contractor's headquarters. The records shall be organized by vehicle identification number. The records shall be subject to inspection and audit by Authority representatives at any time during the term of this Agreement and within the five year period following expiration or termination.

6.2 Vehicle Repair History Reports. On a quarterly basis, Contractor shall provide vehicle repair history records to the Fleet Manager for Airport Fleet Items serviced during the period. Vehicle repair history records shall be in a format approved by the Fleet Manager and shall include the details stated in the corresponding work orders.

6.3 Miscellaneous Records. Contractor shall retain all records and reports required by law on-Airport in a fireproof cabinet.

6.4 Computerized Work Order System.

(a) *Requirement.* Contractor shall maintain a computerized work order system capable of monitoring the service status, service history, and condition of Airport Fleet Items. The system shall be organized by work order number and by vehicle or equipment identifier number. The information recorded by the system shall be approved by the Fleet Manager and shall include the following: the date each Airport Fleet Item entered the shop; the scope of work to be performed; the date the work will commence; completion date; hours associated with work once completed; supplies or materials used in performing the work; and total cost of the work. The

system shall also record purchase date of the vehicle and any available vehicle usage information at time of each service or repair (mileage/hours).

(b) *System Access.* At its sole expense, Contractor shall procure and maintain the computer components necessary to afford the Authority remote access to Contractor's computerized work order system for at least three concurrent users to be assigned by the Authority. Access shall be available to the Authority 24 hours per day, seven days per week except for regularly scheduled periods of system maintenance. The parties shall agree on the time and frequency that system maintenance is performed.

7. INVENTORY

7.1 Requirement. Contractor will be responsible for purchasing an adequate inventory of Automotive Supplies and for maintaining such inventory. If non-inventory Automotive Supplies are required for the Automotive Services, Contractor shall request overnight delivery to minimize down time of the Airport Fleet Item being serviced. Contractor shall provide a secure storage container for its inventory and shall be solely responsible for any theft or damage to such inventory.

7.2 Limitation. This Agreement does not include the purchase of goods, parts, materials, or work necessary to fully refurbish, repair or replace any Airport Fleet Item's body, interior, existing enhanced supporting super-structures, or environmental protections.

8. USE OF AIRPORT

8.1 Acknowledgements. Contractor acknowledges that the principal use of the Airport consists of the operation of a public airport. Contractor also acknowledges that all other on-Airport uses permitted by Authority, including Contractor's business, must at all times be compatible with and subordinate to such principal use as determined by the Authority in its sole discretion.

8.2 Authorization. The Authority grants Contractor the preferential non-exclusive right to use the Automotive Service Space in common with others and subject to the direction of the Fleet Manager if services are provided on Airport property. Contractor shall not service or store non-Airport Fleet Items in the Automotive Service Space. The Authority may at any time do any of the following: (i) terminate Contractor's right to use some or all of the Automotive Service Space; (ii) reduce, expand, change the location of, or otherwise modify the Automotive Services Space; or (iii) grant to others the right to use the Automotive Service Space.

8.3 Alterations. Unless prior written authorization has been obtained from the Fleet Manager, Contractor shall not construct, install, or make any alterations in, on, or to the Automotive Service Space if services are provided on Airport property.

9. SECURITY REQUIREMENTS

9.1 Employee Background Checks. Contractor shall comply with 49 CFR Part 1544 (requiring background checks, including references and prior employment history) for all Contractor Personnel who have unescorted access to the airfield. Contractor shall ensure that all Contractor Personnel engaged in Airport-related activities have submitted to a 10-year

employment background history check. Five of the years shall be verified with the employer. All gaps in employment greater than one year shall be explained and verified in writing. Contractor shall not allow any Automotive Service to be conducted by a Contractor Employee who has been convicted of a felony. Contractor shall maintain records of background checks for Contractor Personnel and shall make such records available to the FAA, the TSA, and the Authority upon request.

9.2 Unauthorized Entry. Entering the airfield without authorization is federal trespass. No Contractor Employee may enter the airfield through any gate without an authorized escort by a representative of the Authority. Contractor Personnel found on the airfield without an authorized escort will be subject to fines or other penalty in addition to any civil or criminal charges levied by the FAA, the TSA, or other government agency.

9.3 Security. Contractor shall develop a "Contractor Security Program" that shall denote specific steps to ensure compliance with the Airport Security Program and shall be approved by the Airport Operations Superintendent. Assistance in developing the Contractor Security Program is available from the Airport Operations Superintendent.

9.4 Field Badges. Contractor Personnel requiring unescorted access and vehicle driving privileges to the Automotive Service Area must submit to a criminal history records check a minimum of two weeks prior in advance. Applicants who successfully complete the criminal history check must schedule a two hour airport security and driver's training class with the Airport Operations Superintendent. Applicants will be badged upon successful completion of this class and will be eligible to escort other employees on the work site. Contractor shall bear all expense associated with processing Contractor Personnel through the criminal history records check and badging. No field access badge shall be issued until Contractor has provided the Airport Operations Superintendent the following information:

(a) List of company officials, with samples of their signatures, who may authorize production of new badges and the re-issuance of expired badges.

(b) Company phone numbers for verification purposes.

(c) List of all Contractor Personnel, and their dates of hire, who will need field/ramp access I.D. cards.

(d) A completed Photo Identification Badge application and driver's license for each Contractor Employee to be badged.

(e) Information related to all badging requirements and forms needed to complete the process are available on the Authority's webpage.

9.5 Return of Badges. At expiration or termination of this Agreement, all badges issued to Contractor Personnel shall be returned to the Airport Operations Superintendent. Each unreturned badge shall result in a \$150 penalty charged to Contractor.

9.6 Airfield Access. Gate access and driving privileges on the airfield must be approved by the Airport Operations Superintendent. Upon approval, all vehicles must bear

company logos on both sides. The airfield driving privilege is contingent upon compliance with the Airport Rules and Regulations. Violations will result in an immediate escort off of airport property.

9.7 SIDA. Any project involving access to the Security Identification Display Area (SIDA) requires security training pursuant to 49 CFR Part 1544 by sufficient personnel to ensure that at least one individual who has received the training is present at the job site at all times. Security training is offered by Airport Operations and can be coordinated by contacting the Airport Operations Superintendent.

10. TOXIC MATERIALS

10.1 Prohibition. Contractor shall not cause or permit any Toxic Materials to be brought onto, stored, used, or disposed of in, on, or about the Airport without the prior written consent of the Executive Director. Consent shall not be unreasonably withheld if Contractor demonstrates to the Executive Director's reasonable satisfaction that the Toxic Materials (i) are required in connection with the Automotive Services; and (ii) will be stored, used and disposed of in a manner that complies with law.

10.2 Indemnity. Contractor shall be solely responsible for and shall defend, indemnify, and hold harmless the Indemnitees from and against any and all Claims related to the receipt, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release, or disposal of Toxic Materials in, on, or about the Airport by Contractor or Contractor Personnel. This indemnification obligation includes costs incurred in connection with investigation of site conditions and cleanup, remediation, removal, or restoration work necessary to bring the Airport into compliance with law. Contractor's obligation under this Subsection shall survive expiration or termination of this Agreement.

10.3 Prohibited Substances. Notwithstanding anything to the contrary, the following substances shall not be brought onto the Airport: (i) arsines; (ii) dioxins, including dioxin precursors and intermediates; (iii) polychlorinated biphenyls; and (iv) anything contained in the California List of Extremely Hazardous Chemicals.

11. ASSIGNMENT

This Agreement is personal to Contractor. Contractor shall have no right to assign this Agreement, or any monies due or to become due, or to delegate any of its duties, either voluntarily, involuntarily or by operation of law, without the prior written approval of the Fleet Manager. A prohibited assignment within the meaning of this Section 11 includes any transfer, sale, or change in the ownership of more than 20% of the total stock or partnership interests or limited liability company interests or other equity or voting rights or interests of Contractor or any other change in the management of Contractor. The Authority's consent to any assignment or transfer shall not constitute a waiver of any of the restrictions provided for in this Agreement or be a consent to any subsequent transfer or assignment.

12. DEFAULT

12.1 Contractor Default Events. The following shall constitute Default Events by Contractor:

(a) *Exercise of Creditor Rights or Remedies*. (i) The consent of Contractor to the appointment of a receiver, trustee, or liquidator of all or a substantial portion of Contractor's assets; (ii) the adjudication of Contractor as a bankrupt or insolvent; (iii) the filing by Contractor of a voluntary petition in bankruptcy; (iv) the admission by Contractor in writing of Contractor's inability to pay its debts as they become due; (v) the failure by Contractor to pay its debts as they become due; (vi) the making by Contractor of a general assignment for the benefit of creditors; (vii) the filing by Contractor of a petition or answer seeking reorganization or arrangement with creditors; or (viii) the entry of any order, judgment, or decree by a court of competent jurisdiction approving a petition seeking appointment of a receiver, trustee, or liquidator of all or a substantial part of Contractor's assets.

(b) *Material Breach*. The occurrence of any of the following, each of which shall be a material breach of this Agreement: (i) misrepresentation, default, breach, or nonperformance of any provision of this Agreement by Contractor; (ii) abandonment of this Agreement by Contractor; or (iii) initiation of proceedings to dissolve Contractor.

12.2 Authority's Default. The Authority shall not be deemed to be in default in the performance of any of its obligations under this Agreement until it has failed to perform such obligation within 30 days following the receipt by the Authority of written notice specifying the unperformed obligation. If such obligation is not reasonably susceptible of being performed within a 30 day period, the Authority shall not be in default unless it has failed to initiate the performance of such obligation within 30 days (or longer period if required) of receipt of the notice, or unless it has failed to prosecute diligently such performance to completion. In the event of a default by the Authority under this Agreement, the sole remedy of Contractor shall be to terminate this Agreement.

13. INDEMNITY

13.1 General. Contractor shall defend, indemnify, and hold harmless the Indemnitees from and against Claims arising out of, resulting from or relating to this Agreement. Without limiting the generality of the preceding sentence, Contractor shall defend, indemnify and hold harmless the Indemnitees from and against Claims arising out of, resulting from or relating to the following: (i) the performance of the Automotive Services; (ii) the employment by or on behalf of Contractor of any Contractor Employee in the performance of the Automotive Services; or (iii) the reassignment, replacement or removal of any Contractor Employee from the performance of the Automotive Services.

13.2 Indemnitee's Rights. Notwithstanding Subsection 13.1, each Indemnitee shall have the following rights with respect to any Claim against the Indemnitee: (i) to approve of any legal counsel engaged by Contractor to defend the Indemnitee with respect to such Claim, which approval shall not be unreasonably withheld; and (ii) to engage separate legal counsel for the Indemnitee (which separate legal counsel shall be selected by the Indemnitee with Contractor's approval, which approval shall not be unreasonably withheld) in any of the following circumstances: (a) the Indemnitee reasonably determines that there is a material conflict between

the interests of Contractor and/or any insurance carrier of Contractor and the interests of the Indemnitee with respect to such Claim; (b) any material disagreement between Contractor or any insurance carrier of Contractor and the Indemnitee, as to the manner, method, or handling of the defense of such Claim; or (c) the Indemnitee reasonably determines that separate legal counsel is otherwise required to protect its interests with respect to such Claim. The fees and costs of the legal counsel described in (i) and (ii) above shall be paid for by Contractor as part of its indemnity obligation under Subsection 13.1.

14. INSURANCE

14.1 In General. Contractor shall carry insurance during the Term as specified below. The insurance shall be provided by companies that are licensed to do business in California and that have an A. M. Best insurance guide rating of no less than A-X:

(a) Worker's Compensation insurance written in accordance with California statutory limits and Employer's Liability insurance of \$5,000,000 minimum. The Employer's Liability insurance shall not contain occupational disease exclusion, provided such coverage is reasonably available in the insurance market.

(b) General Liability and Excess Liability combined including broad form property damage and contractual liability: \$10,000,000 minimum. Bodily injury by disease - \$10,000,000 - policy limit.

(c) Garage Liability insurance and Excess Liability combined covering Airport Fleet Items in Contractor's care, custody and control, including coverage for loss by fire, explosion, theft, vandalism and/or malicious mischief, and collision or upset with a minimum of \$10,000,000 per occurrence.

(d) Comprehensive Motor Vehicle Liability and Excess Liability combined for owned, non-owned and hired vehicles physical damage and vehicle hazards. Coverage shall be written in an amount of \$10,000,000 combined single limit.

14.2 Miscellaneous Requirements. Contractor's insurance required herein shall (i) name the Indemnitees as additional insureds (General Liability and Comprehensive Motor Vehicle Liability policies only); (ii) state that such insurance is primary and not contributing with any other insurance maintained by the Indemnitees; and (iii) contain a waiver of subrogation clause. Additionally, Contractor's insurance shall state that such insurance is not subject to cancellation, change in coverage, reduction of limits or non-renewal except after not less than 30 days' written notice to the Authority; provided, however, that if the policy is canceled for non-payment of premium only 10 days' notice is required.

14.3 Proof. Within five days of commencement of this Agreement, Contractor shall provide the Procurement Department with certificates of insurance and endorsements effecting coverage required by this Section. Upon request of the Fleet Manager, Contractor shall provide a copy of the insurance policy.

15. NOTICES

Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

TO AUTHORITY: Burbank-Glendale-Pasadena Airport Authority
Attention: Director of Engineering & Maintenance
2627 Hollywood Way
Burbank, CA 91505
Email: SGunawan-Piraner@bur.org

With copy to:

Burbank-Glendale-Pasadena Airport Authority
Attention: Fleet Manager
2627 Hollywood Way
Burbank, CA 91505
Email: MRODRIGUEZ@bur.org

TO CONTRACTOR:
Keolis Transit Services, LLC
53 State Street., 11th Floor
Boston, MA 02109
Email: sandi.hill@keolisna.com

16. MISCELLANEOUS PROVISIONS

16.1 Interpretation. The following rules of interpretation shall govern this Agreement. The singular includes the plural and vice versa; the term "shall" is mandatory and the term "may" is permissive; the term "day" means calendar day; the terms "include," "includes," and "including" are illustrative and nonexhaustive; and the phrase "at any time" means at any time and from time to time.

16.2 COVID-19 Exposure Notice. If Contractor learns that any Authority or TBI employee has a potential COVID-19 exposure from contact at the Airport with a qualifying individual (as defined in Labor Code Section 6409.6) employed by Contractor in the performance of the Automotive Services, then Contractor shall notify the Authority of that fact within one business day. Contractor's obligation under this subsection shall survive expiration or termination of this Agreement.

16.3 Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The

interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language. This Agreement shall be governed by the law of the State of California.

16.4 Exhibits. Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A or B, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit C, the provisions of Exhibit C shall prevail.

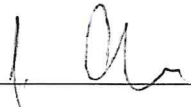
16.5 Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

16.6 Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Automotive Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Automotive Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

Keolis Transit Services, LLC

By: 

Print Name: Stephen Dehler

Title: Manager CFO

By: _____

Print Name: _____

Title: Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

Burbank-Glendale-Pasadena Airport Authority

Felicia Williams, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Airport Fleet Items

EXHIBIT A

FLEET MAINTENANCE - AUTOMOTIVE SERVICES

AIRPORT FLEET ITEMS

CURRENT VEHICLE LIST – SUBJECT TO CHANGE

Priority Vehicles			
DEPT.	UNIT #	VEHICLE DESCRIPTION	VIN #
Police	103 Gasoline	2011 Chevy Tahoe B/W	1GNLC2E08BR359353
Police.	104 Gasoline	2011 Chevy Tahoe B/W	1GNLC2E08BR361052
Police	105 Gasoline	2014 Ford Explorer B/W	1FM5K8AR0EGB54424
Police	106 Gasoline	2023 Fors Explorer Interceptor Gray	1FM5K8ACOPGB53563
Police	142 Gasoline	2019 Ford Explorer Black	1FM5K8AR7KGA29559
Police	143 Gasoline	2010 Ford Expedition Silver	1FMJU1F52AEA43076
Police	144 Gasoline	2010 Ford Expedition Black	1FMJU1F54AEA43077
Police	145 Gasoline	2016 Ford Explorer B/W	1FM5K8AR1GGB28207
Police	146 Gasoline	2016 Ford Explorer B/W	1FM5K8ARXGGB28206
Police	147 Gasoline	2010 Ford Expedition Blue	1FMJU1F50AEB62325
Police	148 N/A	1996 Big Tex Utility Trailer	4K8AX0811T1A06379
Police	149 Gasoline	2017 Ford Explorer Blue	1FM5K8AR6HGB65450
Police	150 Gasoline	2022 Ford Explorer B/W	1FM5K8AB2NGB19614
Police	151 Gasoline	2022 Ford Explorer B/W	1FM5K8AB7NGB20760
Fire	54 Gasoline	2023 Ford Pick up Supercrew	1FTFW1P86PKD80941
Fire	1 Diesel	2007 Rosenbauer	1R94WE6847W490262
Fire	2 Diesel	2011 Rosenbauer Crash	1R94WE681BW490681
Fire	3 Diesel	2022 Rosenbauer Panther	1R94AF687MW490160
Fire	E-3 Diesel	2010 Pierce	4PC1J01A7AA010805
Fire	4 Diesel	2015 Rosenbauer Panther 4 x 4	1R94WE682FW490887
Fire	5 Diesel	2008 F-450 Rescue	1FDXW46R68EE24769
Fire	6 Diesel	2013 Chevrolet Tahoe LS	1GNSCAE08DR204651
Fire	7 Diesel	2017 Ford Explorer	1FM5K8AR2HGC58515
Fire	174	1997 Foam Trailer	1S9FT2126V0407073
Fire	175	2006 Hallmark Trailer	16HGB24297A022011
Fire	U174	2008 Ford F-450 4 X 2 Utility	1FDXW46RX8EC14711
Fire	176	2019 Foam Trailer Carson	4HXBH0815KC209167

Non-Priority Vehicles			
DEPT.	UNIT #	VEHICLE DESCRIPTION	VIN #
Maintenance	E-09	2016 Skiddometer	325
Maintenance	E-10 Propane	2006 Tymco Sweeper	1FVAB6BV66DW22277
Maintenance	E-II Diesel	2006 GEHL 10,000 LBS	1OH55GJX0440697
Maintenance	E-12 Propane	2017 Forklift Utilev	A285J04369R
Maintenance	E-15 N/A	2006 Triple -I Power Deck Trailer	5DYAA19247C002641

Maintenance	E-18 Diesel	2006 Tractor John Deere mod 5425	LV5425S140367
Maintenance	E-18 N/A	2006 Rotmy Cuter J. Deere	SN/ # 230176
Maintenance	E-20 Diesel	2007 New Holland B/0	SN/ # 031056910
Maintenance	E-21 Diesel	Coleman Port light Generator	RL7066
Maintenance	E-22 Diesel	Coleman Port light Generator	RL1745
Maintenance	E-23 Diesel	Port Generator, light cart Terex-A	GUF25166
Maintenance	E-24 Diesel	Port Generator, light cart Terex-A	GUF25167
Maintenance	E-25 Diesel	Port Generator, light cart Terex-A	GUF25168
Maintenance	E-27 Diesel	Compressor Ingresoll Mod P185WIR/03	338140UFN241
Maintenance	E-29 N/A	Cement Mixer MC64PHA	BJ51852
Maintenance	E-30 N/A	Chemical Trailer (Sprayer for weed)	SN/# 52926
Maintenance	E-31 N/A	Scissor Lift MX19	SN/# 23348
Maintenance	E-32 N/A	Scissor Lift SJIII4632	SN # 70027195
Maintenance	E-34 Diesel	2006 Bobcat Tractor Model SI30	SN/# 529213987
Maintenance	E- 36 Solar	2009 Solar Sign Model 1548	4GM2M131281460090
Maintenance	E-37 Solar	2009 Solar Sign Model 1548	4GM2M131681460089
Maintenance	E-38 Diesel	2009 Light Tower Model MLT360K	5AJLS16148B006008
Maintenance	E-39 Diesel	2009 Light Tower Model MLT360K	5AJLS16198B006005
Maintenance	E-40 Gasoline	2009 Jetter Trailer mod TR-3500	1L9FB10109C041009
Maintenance	E-41 Red/Die	2009 Trailer Generator	1M9BE10259L516123
Maintenance	E-42 Gas/Diesel	2010 Trailer High Pressure Washer	1U9BU1111OC088594
Maintenance	E-43 Gas/Dies	2010 Runway Closeure Generator 6KW	5AJLS1610AB003726
Maintenance	E-44 Gas/Dies	2010 Runway Closeure Generator 6KW	5AJLS1612AB003727
Maintenance	E-45 Gas/Dies	2010 Runway Closeure Generator 6KW	5AJLS1619AB003725
Maintenance	E-46 Gas/Dies	2010 Runway Closeure Generator 6KW	5AJLS1619AB003724
Maintenance	E-47 Diesel	2013 Crack Sealer Trailer	1C9SV1226D1418247
Maintenance	E-48 Gasoline	2015 Toro Workman Cart Mod 07279	.315000698.....
Maintenance	E-49 Gasoline	2000 Water Trailer	B4393911
Maintenance	E-50 N/A	2021 Electrical Trailer	5FTCR121XM2000859
Maintenance	E-51 Gasoline	2021 Izu su Sweeper Mod Raptor	54DB4W1C8LS805466
Maintenance	9 Gasoline	2013 Ford F-350 Pick-up Truck	1FTVBF3A67DEA05006
Maintenance	11 Gasoline	2011 Chevy Silverado S1500 Club Cab	3GCPCPEA4BG301434
Maintenance	12 Gasoline	2006 Ford F-150 1/2 Ton Pick Up	1FTVF12566NB84679
Maintenance	13 Gasoline	2006 Ford F-250 3/4 Ton Pickup	1FDNF205X6EC83431
Maintenance	14 Gasoline	2006 Ford F-250 3/4 Ton Pickup	1FDNF20586EC83430
Maintenance	16 Gasoline	2022 Dodge Ram Promaster	ZFBHRFAB8N6Y69416
Maintenance	17 Gasoline	2007 Ford F-150 112 Ton Pickup	1FTRF12VV77KJ)31847

Maintenance	18 Gasoline	2022 Ford F-150 Club Cab	1FTFX1C83NKE08873
Maintenance	19 Gasoline	2007 Ford F-150 1/2 Ton Pickup	1FTRF12VV97KJ)31848
Maintenance	20 Gasoline	2008 Ford F-250 3/4 Ton Pickup	1 FDNF205X8EB73031
Maintenance	21 Gasoline	2008 Ford Cargo Van	1FTNE24L28DA85659
Maintenance	22 Gasoline	2022 Ford F-150 Pickup Truck	1FTFX1C80NKE08880
Maintenance	23 Gasoline	2006 Ford F-150 Single Cab	1FTPF12566KC70178
Maintenance	24 Gasoline	2017 Ford F-450 Dump Truck	1 FDUF4GY2HEB60376
Maintenance	25 Gasoline	2006 Ford F-150 1/2 Ton Longbed	1FTPF12546KC70177
Maintenance	27 Gasoline	2004 Ford F250 Cab Truck	3FTNF20LI4MA08119
Maintenance	28 Gasoline	2011 Ford F-550 Flatbed Truck	1FDUF5GY2BEC81289
Maintenance	29 Gasoline	2003 Ford F450 Crew Cab Truck	1FDXVV46S83EB39387
Maintenance	30 Gasoline	2015 Ford F-350 Single Cab 4X2	1FTBF3A6XFEC92845
Maintenance	31 Gasoline	2017 Ford F-350 Truck 4x2	1FTBF3A69HEC24118
Maintenance	32 Gasoline	2004 Ford Econoline Van	1FTSE34L44HA06682
Maintenance	34 Gasoline	2005 Ford F250 Crew Cab	1FTSVV20555EC14040
Maintenance	35 Gasoline	2005 Ford F150 Truck 4x2	1FTPF12555NB70800
Maintenance	36 Gasoline	2014 Ford F-350	1FTBF3A61EEB37597
Maintenance	37 Gasoline	2005 Ford F150 Truck 4x2	1FTPF12575NB70801
Maintenance	38 Gasoline	2017 Ford F-350 Club Cab	1FD8X3E67HEF23748
Maintenance	39 Gasoline	2020 Chevy Colorado	1GCGSCEN2L1169921
Maintenance	45 Gasoline	2005 Ford Explorer	1FMZU63W55UB86046
Parking	# 1	Electric cart Crushman	Serial# 2788076
Parking	# 2	Electric cart Crushman	Serial # 3054865
Parking	# 3	2018 EZ GO	Serial # 3307895
ICT	98 Gasoline	2018 Ford Explorer XLT	1 FM5K7D82JGC16915
Admin.	51 Gasoline	2007 Chevrolet Impala LS	2G1VVB55K479298671
Admin.	52 Gasoline	2005 Ford Crown Victoria	2FAFP71VV55X123972
Admin.	53 Gasoline	2019 Dodge Pacifica	KR569372
Admin.	87 Gasoline	2004 Chevrolet Impala LS	2G1VVF52E549265810
Operations	40 Gasoline	2006 Dodge Durango SLT 4x2	1D4HD48N06F184900
Operations	41 Gasoline	2006 Ford E-250XLT	1FBNE31LX6HA36827
Operations	42 Gasoline	2013 Chevrolet Tahoe LS	1GNSC4E04DR246848
Operations	43 Gasoline	2017 Chevrolet Tahoe LS	1GNSCAEC1HR256798
Operations	44 Gasoline	2017 Silverado S1500	3GCPCNECXJG208504
Operations	46 Gasoline	2023 Ford Pick up Supercrew	1FTFW1P82PKE13465
Operations	48 Gasoline	2023 Explorer	1FMFU15597LA79147
Operations	49 Gasoline	2007 Ford Expedoition	1FMFU15597LA79147
Operations	55 Gasoline	2002 Ford Ranger XLT	1FTYR44E02PA39283
Operations	73 N/A	2002 Big Tex Trailer	16VAX101931A62405
Engineering	58 Gasoline	2001 Ford Expedition	1FMRU15W21LB09327
Engineering	61 Gasoline	2008 Ford F-150 XLT Super Crew	1FTRW12WX8FB54351
Engineering	62 Gasoline	2011 Chevy Silverado 1500 Club Cab	3GCPCPEA9B5305723

Engineering	63 Gasoline	2017 Chevrolet Silverado 1500 Club Cab	3GPCN1HG362108
Engineering	64 Hybrid	2022 Ford Escape	1FMCU0E21NUB81582
Engineering	65 Hybrid	2023 Ford Escape	1FMCU0E16PUA89607
Engineering	66 Hybrid	2023 Ford Escape	1FMCU0E11PUA82077
Engineering	86 Gasoline	2004 Chevrolet Tahoe SUV	1GNEC13V64R254136
Environmental	47 Hybrid	2022 Ford Escape	1FMCU0E22NUB80991
Maintenance	E-52	2021 Sweeper Scrubber Mod CS700	1000073422

EXHIBIT B
Automotive Services

EXHIBIT B
Automotive Services

FLEET MAINTENANCE - AUTOMOTIVE SERVICES

1. **Scope of Services.** Contractor shall perform automotive Services in accordance with the following requirements. At any time, upon 24 hours written notice to Contractor, the Maintenance Management may add or delete Airport Fleet Items to or from this Agreement and Exhibit A shall be revised accordingly.
2. **Compliance with Law.** Contractor shall conduct the Automotive Services in accordance with the Federal Requirements and applicable law. Contractor shall obtain any certifications as may be required by law for the Authority's operation of the Airport Fleet Items.
3. **Performance Standard.** Contractor shall perform all work to the highest professional standard and in a manner reasonably satisfactory to the Authority. Contractor shall cause all work to be performed by a Qualified Mechanic.
4. **Performance Time.** Time is of the essence for performance of the Automotive Services and for the purchase of Automotive Supplies. If at any time Contractor has reason to believe that performance of an Automotive Service will not be completed by any scheduled date, Contractor shall immediately notify the Maintenance Management of the cause and duration of the anticipated delay. If the Maintenance Management determines that the delay is due to causes within Contractor's reasonable control, Contractor shall at its expense take necessary action (including working overtime or working extra shifts) to complete the Automotive Service by the scheduled date.
5. **Rescheduling or Cancellation.** The Maintenance Management may reschedule or cancel the maintenance, repair, or other servicing of any Airport Fleet Item by giving 24 hours written notice to Contractor.
6. **Work Location.** Contractor shall conduct the Automotive Services at the Airport in the Automotive Service Space unless prior written authorization has been obtained from the Maintenance Management for an off-Airport work location. The Maintenance Management may authorize an off-Airport work location for Automotive Services that the Maintenance Management determines cannot be completed satisfactorily on-Airport. Contractor shall be responsible for, and shall bear the cost of, round-trip transportation for any Airport Fleet Item that is to be serviced off-Airport.
7. **Work Orders.** Contractor shall issue the Authority a work order for each of the Automotive Services provided. Work orders shall be in a format approved by the Maintenance Management and shall contain the following information: specific work order number; unit number; odometer and/or Hobbs hour reading of the unit (whichever is applicable); date created; time work began; total time for completion rounded to nearest quarter hour; work location; detailed description of problem and solution; name of reporter; name of individual that authorized the work (if the work is a Large-Cost Task); listing of parts by manufacturers' part numbers and corresponding **MSRP**; and name and phone number of any subcontractor used to do the work.

8. **Equipment.** Contractor shall furnish all equipment necessary for performance of the Automotive Services and shall maintain such items in good operating condition. Contractor shall repair or replace any such item within 24 hours of determining that the item is defective.
9. **Personnel Training.** Contractor shall ensure that Contractor Personnel are trained and certified as required by law. Additionally, Contractor shall ensure that Contractor Personnel performing warranty work on an Airport Fleet Item are trained and certified as required by the manufacturer.
10. **Personnel Conduct.** Contractor shall require Contractor Personnel to conduct themselves in a courteous manner and with inoffensive demeanor while at the Airport. Additionally, Contractor shall require Contractor Personnel to wear clean and neat appearing clothing while at the Airport. Upon objection from the Maintenance Management concerning the conduct, demeanor, or appearance of any Contractor Employee, Contractor shall immediately take all steps necessary to correct or to remove the cause of the objection
11. **Airport Fleet Item Monitoring.** Contractor shall continuously monitor the useful life of the Airport Fleet. Contractor shall give the Authority prompt written notice upon determining that an Airport Fleet Item has (i) metal fatigue; (ii) exceeded its useful life; or (iii) a repair cost in excess of its replacement cost.
12. **Out-of Service Notice.** Contractor shall give the Authority prompt written notice upon determining that an Airport Fleet Item may be out of service for more than six hours.
13. **Miscellaneous Notices.** Contractor shall give the Authority prompt written notice of any vehicle repairs that are becoming excessive or that may become repetitive in the future. Additionally, Contractor shall give the Authority prompt written notice of any goods, materials, parts, or work necessary to fully refurbish, repair, or replace an Airport Fleet Item's body, interior, existing enhanced supporting super-structures or environmental protections.
14. **Large-Cost Expenditures.** Contractor shall obtain the Maintenance Management's written authorization prior to purchasing any Large-Cost Supply Item or conducting any Large-Cost Task.
15. **Confidentiality.** Contractor shall keep the Authority's confidential information plainly marked "CONFIDENTIAL" to prevent unauthorized use or reproduction. Unless approved by the Maintenance Management in advance in writing, Contractor shall not disclose such information to any person. This provision does not preclude Contractor from disclosing such information to a Contractor Employee as necessary for performance of the Automotive Services.
16. **Extra Services.** Contractor shall obtain the Maintenance Management's written authorization prior to conducting any Extra Services for the Authority.

17. **Priority Fleet Items Service.** Contractor shall at all times prioritize the service of the Priority Fleet Items and shall perform prompt repair, replacement and/or correction of any item in need of restoration shall be completed in order to bring the vehicle to a full and safe operating condition, unless otherwise directed by Maintenance Management. Maintenance Management will inform the Contractor on the priority of other items.

18. **PMI Inspections.** PMI inspections shall include all inspections and tests necessary to obtain all required local, state or federal certifications for the Airport fleet and equipment and shall include the prompt repair, replacement and/or correction of any item in need of restoration in order to bring the vehicle to a full and safe operating condition.

All PMI inspections shall comply with Department of the California Highway Patrol regulations pursuant to Vehicle Code Section 34501. Inspection forms must be signed by the State of California certified mechanic and filed per this Agreement.

19. **Preventive Maintenance.** Contractor shall provide the Maintenance Management a written schedule indicating the dates on which Contractor will conduct preventive maintenance of Airport Fleet Items. Prior to performing any preventive maintenance work, Contractor shall provide the Maintenance Management at least seven days written notice.

Police and Fire Vehicles. Contractor shall conduct brake inspections and lube, oil and filter services on Airport police vehicles every 90 days or 3,000 miles, whichever occurs first.

Staff and Maintenance Vehicles. Contractor shall conduct brake inspections and lube, oil, and filter services on Airport staff and maintenance vehicles every 90 days or 3,000 miles, whichever occurs first.

Other Airport Fleet Items. Contractor shall conduct brake inspections, Non-Priority Fleet Item inspections and lube, oil, and filter services for all other Airport Fleet Items every 90 days or 250 hours of operation, whichever occurs first.

Preventive Maintenance shall mean lubrication, oil and filter changes ("LOF Service"), brake inspections and Non-Priority Fleet Item Inspections as specified below.

19.1 LOF Service. LOF Service shall include: draining and replacement of the engine oil; replacement of the oil filter; lubrication of the chassis; checking all fluids (including transmission oil, brake fluid, coolant, windshield wiper fluid, power steering fluid); and topping off, as needed.

19.2. Brake Inspections. Brake inspections shall include: removal of the wheels; checking of the brake pads, calipers, brake drums, springs, seals, brake lines, brake cylinders and master cylinder; and adjusting the brakes, as needed.

19.3. Non-Priority Fleet Item Inspections. Non Priority Fleet Item inspections and the prompt repair, replacement and/or correction of any item or items in need of restoration in order to bring the vehicle to a full and safe are operating condition.

19.4 Coolant System. The Cooling System shall be checked yearly. The following services shall be performed. Pressure conditions and coolant volume are to be checked. The radiator cap is to be checked that it functions and fits correctly. Radiator hoses shall be checked that they are not worn, cracked or disintegrating. Engine belts shall be checked.

20. Transmission Service. Contractor shall provide transmission service for Airport Fleet Items during Regular Hours. Transmission service shall be scheduled on an as needed basis as determined by the parties.

Transmission service shall include changing the transmission fluid, filter and pan gasket, and making repairs as required.

21. Air Conditioning Service. Air Conditioning service shall include inspection and repairs of all hoses and lines, checking the cooling system for leaks, checking cooling system temperature and adding freon or fluid as needed.

22. Tune Ups.

22.1 Contractor shall provide tune ups for Airport Fleet Items during Regular Hours. Tune up service shall be scheduled on an as needed basis as determined by the parties.

22.2 Diesel Engines. Diesel engine tune ups shall include valve adjustments, replacement of valve cover and fuel injectors and checking fuel injection timing.

22.3 Gasoline Engines. Gasoline engine tune ups shall include replacement of spark plugs, cap, rotor, wires, and checking and adjusting timing.

23. Brake Replacement.

Contractor shall provide brake service for Airport Fleet Items during Regular Hours. Brake inspections and replacement shall be scheduled on an as needed basis as determined by the parties. Brake inspections shall include removal of the wheels and checking of the brake pads, calipers, brake drums, springs, seals, brake lines, brake cylinders, and master cylinder.

23.1 Air Brakes. Air brake service shall include resurfacing of all drums, replacement of hard work kits and seals.

23.2 Air Over-Hydraulic Brake System. Air Over-Hydraulic Brake System service shall include replacement of brake shoes, resurfacing of drums, and replacement of hard work kits and seals.

23.3 Hydraulic Brakes. Hydraulic brake service shall include resurfacing of drums and rotors, and replacement of brake shoes, front pads, and seals.

24. Miscellaneous Maintenance Services.

Tires. Contractor shall provide tire service for Airport Fleet Items during Regular Hours as needed. Tires shall be rotated every 5,000 miles or as required by manufacturer's specifications. Tires shall be purchased and provided by the Authority.

Fuel Injection System. Contractor shall provide fuel injection system service for Airport Fleet Items during Regular Hours. The fuel injection system shall be cleaned every 50,000 miles or as required by manufacturer's specifications.

Coolant System. Contractor shall provide coolant system service for Airport Fleet Items on a yearly basis. Coolant system service shall include: flushing of the system; pressure checking the system and radiator cap; verification that the radiator cap functions properly; verification that radiator hoses are not worn, cracked, or disintegrating; and inspection of engine belts.

Air Conditioning. Contractor shall provide air conditioning service for Airport Fleet Items on an as needed basis as determined by the parties, but no less than annually prior to the summer. Air conditioning service shall be performed off-Airport at a location agreed upon by the parties.

25. Warranty Service.

25.1. Notice. The Maintenance Management shall give Contractor written notice of each Airport Fleet Item that is under factory warranty.

25.2. Service. Contractor shall conduct the Automotive Services on each factory warrantied Airport Fleet Item in accordance with the manufacturer's specifications with the frequency that the parties determine is necessary to keep the vehicle under warranty.

25.3 Replacements. If authorized to perform warranty work by the manufacturer, Contractor shall obtain from the manufacturer a replacement for any malfunctioning good, material, or part and the Authority shall not be charged for such replacement.

25.4 Unscheduled Services. Contractor shall obtain prior written authorization from the Maintenance Management before scheduling or performing any Automotive Service that does not have a service schedule specified by this Section.

EXHIBIT C

NON-AIP PROJECT FEDERAL REQUIREMENTS

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY**

FTA Recipient Title VI Program

Burbank-Glendale-Pasadena Airport Authority

TITLE VI PROGRAM

**Approved by Burbank-Glendale-Pasadena Airport Authority
Commission**

Adopted Date: _____

**2627 N Hollywood Way
Burbank, CA 91505
818-840-8840**

<https://www.hollywoodburbankairport.com/>

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Introduction

BGPAA's Commitment to Civil Rights

The Burbank-Glendale-Pasadena Airport Authority (BGPAA) is responsible for the oversight of the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (Airport) located in Burbank, California. BGPAA is a separate government agency created under a joint powers agreement between the three Cities of Burbank, Glendale, and Pasadena in 1977 for the purpose of owning and operating the Airport. The mission of BGPAA is to provide start-of-the-art regional airport facilities and related services which are efficient, safe, convenient, and user-friendly, while being a good neighbor.

BGPAA receives federal funds as part of the Airport Improvement Program of the Federal Aviation Administration (FAA) and has received funds from the Federal Transit Authority (FTA) and is therefore subject to the Civil Rights Act of 1964. BGPAA assures that no person shall on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex (including sexual orientation and gender identity), or creed as provided by Section 601 Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (PL100.259), Section 520 of the Airport and Airway Improvement Act of 1982, Executive Order 13116 (Improving Access to Services for Persons with Limited English Proficiency), and related authorities (hereafter, "Title VI and related requirements"), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance at the Airport. BGPAA further assures that every effort shall be made to ensure nondiscrimination in all of its programs and activities at the Airport. Anytime communities may be impacted by programs or activities at the Airport, every effort will be made to involve community leaders and the general public in the decision-making process.

This program has been prepared to complement the Title VI program BGPAA must maintain for the FAA. This program was developed in collaboration with FAA and FTA policies/requirements in compliance with Title 49 CFR Section 21.9(b) and with FTA Circular 4702.1B ("Title VI Requirements and Guidelines for Federal Transit Administration Recipients") issued October 1, 2012. The requirements of this FTA-related Title VI program apply to the Regional Intermodal Transportation Center (RITC) transit area located at the Airport. The 2017-2021 U.S. Census American Community Survey 5-Year Estimate was the primary data source used to prepare this program.

General Requirements

Notice to the Public

The purpose of the established public notice is to provide general awareness to airport patrons that BGPAA is committed to the implementation of Title VI requirements and of their right to file a civil rights complaint.

BGPAA conspicuously displays at its Regional Intermodal Transportation Center (RITC) signs notifying the public that discrimination based on race, color, national origin, sex, and creed is prohibited. The notice below is posted to provide patrons contact information to get more information about the BGPAA Title VI Program and the procedures for filing a Title VI complaint. The notice is translated to Spanish. A copy of 49 C.F.R. Part 21 is available for inspection at the Airport offices, 2627 N. Hollywood Way, Burbank, CA 91505 during normal business hours. BGPAA's Title VI Program can also be found online at: <https://www.hollywoodburbankairport.com/business-at-bur/civil-rights/>.

Notifying the Public of Rights Under Title VI

Burbank-Glendale-Pasadena Airport Authority

Burbank-Glendale-Pasadena Airport Authority operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Burbank-Glendale-Pasadena Airport Authority.

For more information on Burbank-Glendale-Pasadena Airport Authority civil rights program, and the procedures to file a complaint, contact 818-840-8840, or visit our administrative office at 2627 N. Hollywood Way, Burbank, CA 91505. For more information, visit:

<https://www.hollywoodburbankairport.com/> or contact via e-mail at answers@bur.org

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590

If information is needed in another language, contact 818-840-8840.

Notificar al público de los derechos bajo el título VI

Burbank-Glendale-Pasadena Airport Authority

- Burbank-Glendale-Pasadena Airport Authority opera sus programas y servicios sin respecto a raza, color y origen nacional con arreglo al título VI de la Civil Ley de derechos. Cualquier persona que cree que él o ella ha sido agraviado por cualquier práctica discriminatoria ilegal bajo el título VI puede presentar una queja con Burbank-Glendale-Pasadena Airport Authority

Para obtener más información sobre el programa derechos civiles capaz de industrias y el procedimientos para presentar una queja, llame al (559) 651-8150, o visite nuestra oficina administrativa en 2627 N. Hollywood Way, Burbank, CA 91505. Para más información, visite answers@bur.org.

Un demandante puede presentar una queja directamente con el Federal Transit Administration por archivar una queja con la Office of Civil Rights, Atención: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590

Si se necesita información en otro idioma, contacte al 818-840-8840.

List of Locations Where Title VI Notice Is Posted

BGPAA FTA notice to the public is currently posted at the following locations:

Location Name	Address	City
Regional Intermodal Transportation Center (RITC)	2501 N Hollywood Way	Burbank, CA

The Title VI notice and program information is also provided on the BGPAA website at <https://www.hollywoodburbankairport.com/business-at-bur/civil-rights/>.

Complaint Procedures

BGPAA's Title VI Complaint form and complaint procedures are available at BGPAA's administrative offices and on the BGPAA website.

BGPAA adopts the following discrimination complaint procedures for complaints alleging discrimination in airport services, programs, or activities, which are to be followed in filing a complaint. These procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination.

- A. *Filing a discrimination complaint:* Any person who believes that he or she has been or is being subjected to discrimination on the basis of race, color, national origin, gender, or creed by BGPAA, its tenants, its vendors, or its agents has the right to file a complaint. Any individual wishing to file a discrimination complaint must be given the option to file the complaint with BGPAA, or directly with the FTA's Office of Civil Rights. Complaints may be filed with both agencies simultaneously. Information on how to file a Title VI complaint is posted on BGPAA's website and on public notices distributed across the Airport property. A Title VI complaint form may be obtained by contacting the Title VI Coordinator at the Hollywood Burbank Airport offices, 2627 N. Hollywood Way, Burbank, CA 91505. Information on how to file a Title VI complaint may also be obtained during normal business hours by calling Title VI Coordinator, Scott Kimball at 818-565-1374. See Exhibit A, *BGPAA Title VI Complaint Form*, for an informational copy of the complaint form. If a complainant is unable to complete the complaint form in writing due to disability or limited English proficiency, upon request reasonable accommodations will be made to ensure the complaint is received and processed in a timely manner. Complainants wishing to file a complaint that do not have access to the Internet or the ability to pick up a form will be mailed a complaint form to complete.
- B. *Complaint filing timeframe:* A discrimination complaint must be filed within 180 calendar days of either:
1. The alleged act of discrimination.
 2. Date when the person(s) became aware of the alleged discrimination.
 3. Date on which the conduct was discontinued, if there has been a continuing course of conduct.

BGPAA may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing. The filing date is the date the person completes, signs, and submits the complaint form.

- C. *Contents of a complaint:* A discrimination complaint must be written. The document must contain the following information:
1. The complainant's name and address, or other means by which the complainant may be contacted.
 2. Identification of individual(s) or organization(s) responsible for the alleged discrimination.
 3. A description of the complainant's allegations, which must include enough detail to determine whether BGPAA has jurisdiction over the complaint and if the complaint was timely filed.

4. The specific prohibited base(s) of alleged discrimination (i.e., race, color, gender, etc.).
5. Apparent merit of the complaint.
6. The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to a BGPAA officer or employee, the complainant shall be interviewed by the Title VI Coordinator. The complainant shall be given a copy of the complaint procedures and instructed to submit a written complaint. If necessary, the Title VI Coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

- D. *Complaints against BGPAA:* Any complaints received against BGPAA will be forwarded to the FTA for investigation. BGPAA shall assign an independent investigator to investigate any complaint in which it has been named in the complaint or in instances where the Title VI Coordinator cannot investigate. The contact information for the FTA is:

Federal Transit Administration
Office of Civil Rights
1200 New Jersey Avenue SE
Washington, DC 20590
Title VI Complaint Form

- E. *Notice of Receipt:* All complaints shall be referred to BGPAA's Title VI Coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the Title VI Coordinator shall issue an initial written Notice of Receipt that:
1. Acknowledges receipt of the discrimination complaint.
 2. Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
 3. Contains a list of each issue raised in the discrimination complaint.
 4. Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
 5. Advises the complainant that he/she may also seek redress of the complaint directly with the FTA Office of Civil Rights.
- F. *Notification of the FTA of a complaint:* BGPAA shall advise the FTA within 15 business days of receipt of the complaint. The notice will contain a copy of the original Title VI complaint filed with BGPAA.
- G. *Processing a complaint and timeframe:* The Title VI Coordinator will receive, manage, and make a determination on all filed complaints. Investigations will generally be completed within 90 days from receipt of a completed complaint form. If more information is needed to resolve a complaint, the Title VI Coordinator may contact the complainant and request more information. If the requested information is not received within 15 calendar days from the date of the request, the Title VI Coordinator may administratively close the complaint. A complaint may also be administratively closed if the complainant no longer wishes to pursue the case.

H. *Notice of Final Action:* After the Title VI Coordinator reviews the complaint and completes the investigation, a Notice of Final Action will be provided to the complainant. The Notice will include:

1. A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination; and
2. An explanation of any corrective action taken.

The Title VI Coordinator shall provide the FTA Office of Civil Rights with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by BGPAA, the FTA will work in conjunction with the Title VI Coordinator to review the information and/or provide technical assistance in the discrimination complaint process and/or investigation.

I. *Appeal Process.* The complainant must be notified of the right to appeal the findings or determinations, and of the procedures and requirements for an appeal:

1. The complainant may appeal in writing to the Executive Director.
2. The written appeal must be received within 10 business days after receipt of the written decision.
3. The written appeal must contain all arguments, evidence, and documents supporting the basis for the appeal.
4. The Executive Director will issue a final written decision in response to the appeal.

J. *Recordkeeping:* The Title VI Coordinator shall maintain a log of complaints filed that allege discrimination. The log must include:

1. The name and address of the complainant.
2. Basis of discrimination complaint.
3. Description of complaint.
4. Date filed.
5. Disposition and date.
6. Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

Complaint Form

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY TITLE VI PROGRAM		
BGPAA TITLE VI COMPLAINT FORM		
		FTA
Section I: Please write legibly		
1. Name:		
2. Address:		
3. Telephone:	3.a. Secondary Phone (Optional):	
4. Email Address:		
5. Accessible Format Requirements?	<input type="checkbox"/> Large Print	<input type="checkbox"/> Audio Tape
	<input type="checkbox"/> TDD	<input type="checkbox"/> Other
Section II:		
6. Are you filing this complaint on your own behalf?	YES*	NO
*If you answered "yes" to #6, go to Section III.		
7. If you answered "no" to #6, what is the name of the person for whom you are filing this complaint? Name:		
8. What is your relationship with this individual:		
9. Please explain why you have filed for a third party:		
10. Please confirm that you have obtained permission of the aggrieved party to file on their behalf.	YES	NO
Section III:		
11. I believe the discrimination I experienced was based on (check all that apply):		
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin <input type="checkbox"/> Creed <input type="checkbox"/> Sex <input type="checkbox"/> Age <input type="checkbox"/> Disability		
12. Date of alleged discrimination: (mm/dd/yyyy)		
13. Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known), as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.		

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
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Section IV:

14. Have you previously filed a Title VI complaint with any Federal Agencies?

YES

NO

Section V:

15. Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

☐ YES* ☐ NO

If yes, check all that apply:

☐ Federal Agency

☐ State Agency

☐ Federal Court

☐ Local Agency

☐ State Court

16. If you answered "yes" to #15, provide information about a contact person at the agency/court where the complaint was filed.

Name:

Title:

Agency:

Address:

Telephone:

Email:

Section VI:

Name of Agency complaint is against:

Contact Person:

Telephone:

You may attach any written materials or other information that you think is relevant to your complaint.

Please submit this form in person or mail this form to the address below:

Attn: BGPAA, Scott Kimball, Title VI Coordinator 2627 N Hollywood Way Burbank, CA 91505

Si se necesita informacion en otra lengua, contacte a Scott Kimball at (818) 840-8840, ext. 2209

Active Lawsuits, Complaints or Inquiries Alleging Discrimination

BGPAA maintains a list of all active public transportation-related complaints, investigations, and lawsuits naming BGPAA, on the basis of race, color, and/or national origin. As of the writing of this program, there are no complaints pending which allege discrimination on the grounds of race, color, or national origin during this reporting period.

Type (Investigation, Lawsuit, Complaint)	Date	Summary of Complaint	Status	Action(s) Taken

PUBLIC PARTICIPATION PLAN

Key Principles:

BGPAA shall seek public participation in its projects and Airport development to ensure the fair treatment and involvement of all Airport constituents, particularly the minority and low-income communities. Toward this end, BGPAA shall provide:

- Meaningful involvement;
- Early involvement, which is critical—**before** key decisions are made or alternatives are eliminated;
- Early identification and consideration of key issues and community concerns.

Public Participation Process

Meaningful involvement will be provided through the following means:

1. Notice to the public regarding any proposed capital projects or other actions at the Airport that could impact the community. These notices should be in multiple languages and formats (e.g., electronic, hard copy, etc.) to support understanding by different population groups. This may include publicizing information with minority-focused agencies/publications (e.g., a newspaper that focuses on a particular area of town or population group).
2. Distributing information to various minority-focused agencies (e.g., Latino Chamber, African American Chamber) regarding public or business-related events (e.g., trainings, solicitations, etc.) at the Airport to promote participation.
3. Translation assistance available by contacting the Airport Communication Center via an airport phone. The public can also request airport employees to aid them in helping obtain translation services through BGPAA's service provider. Voiance operators can help identify the language being spoken if the individual is unable to communicate that language.
4. Scheduling meetings at times and locations that are convenient and accessible for minority and LEP communities, where appropriate.
5. Employing different meetings sizes and formats, where appropriate.
6. Considering radio, television or newspaper ads on stations and in publications that serve LEP populations, where appropriate.

Public Meetings

Capital projects that are expected to have a direct impact on the community may warrant a public meeting to discuss project impacts. This will include public meetings required under the National Environmental Policy Act (NEPA).

For any public meeting, BGPAA will distribute information regarding the meeting to various minority-focused agencies to encourage participation. These notices are expected to be provided via e-mail or other types of electronic media.

Addressing Comments

Comments received during public meetings will be reviewed by Airport staff and stakeholders to determine what changes should be enacted. This may include subsequent meetings with the public to evaluate proposed changes.

Identification of Stakeholders

Our Community Partners:

- As part of significant capital projects, BGPAA works with a number of community partners including the Cities of Burbank, Glendale, and Pasadena and other stakeholders.

Previous Outreach Efforts:

- As part of the development of a conceptual design for the replacement terminal project, BGPAA conducted nine charrette workshops, six in Burbank, one in Glendale and once in Pasadena.

LANGUAGE ASSISTANCE PLAN

Purpose of the Language Assistance Plan

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. One critical concern addressed by Title VI is the language barrier that Limited English Proficiency (LEP) persons face with respect to accessing information about and using transit service. Transit operators must ensure that this group has adequate access to the agency's programs and activities, including public participation opportunities.

Executive Order 13166, titled "Improving Access to Services for Persons with Limited English Proficiency," forbids funding recipients from "restricting an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program," or from "utilize[ing] criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program as respects to individuals of a particular race, color, or national origin."

FTA Circular 4702.1B was developed by the Federal Transit Administration (FTA) and details the administrative and reporting requirements for recipients of FTA financial assistance to comply with Title VI and related executive orders including on LEP.

The United States Department of Transportation (DOT) published guidance that directed its recipients to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for LEP customers. BGPAA's language assistance plan (LAP) includes two sections. The first section consists of a four factor analysis and implementation plan that complies with the requirements of DOT LEP guidance. The second section of this document discusses the results of the Four-Factor Analysis and the implementation of the LAP.

Improving Access for People with Limited English Proficiency:

In order to ensure meaningful access to programs and activities, BGPAA uses the information obtained in a Four Factor Analysis to determine the specific language services that are appropriate. This analysis helps BGPAA to determine if it communicates effectively with LEP persons and informs language access planning.

The **Four Factor Analysis** is a local assessment that considers:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the Agency's Program;
2. The frequency with which LEP persons come into contact with the Agency's Program;
3. The nature and importance of the Agency's Program in people's lives; and
4. The resources available to the Agency's Program for LEP outreach, as well as the costs associated with that outreach.

Factor 1 - Number of LEP Persons in Service Region:

The *U.S. Census Bureau's 2017-2021 American Community Survey (ACS) 5 Year Estimate*, was the major data source used to determine the number of LEP persons in the Airport's service area. While the Airport is owned by BGPAA under the Cities of Burbank, Glendale, and Pasadena, the Airport service area has been determined to be zip codes 91352, 91504, 91505, 91605, and 91606. The language spoken within the area are shown in the table on the next page:

	Zip Code 91352		Zip Code 91504		Zip Code 91505		Zip Code 91605		Zip Code 91606		
Languages Spoken by LEP Population that Meet the Safe Harbor Threshold	Number	Margin of Error	Number	Margin of Error	Number	Margin of Error	Number	Margin of Error	Number	Margin of Error	Total
Spanish or Spanish Creole:	28,585	±1,201	5,141	±684	5,931	±580	29,824	±1,548	20,734	±981	90,215
Speak English "very well"	16,214	±1,079	3,614	±525	4,039	±441	15,612	±1,134	10,770	±657	50,249
Speak English less than "very well"	12,371	±762	1,527	±268	1,892	±313	14,212	±843	9,964	±649	39,966
Armenian:	2,757	±496	3,450	±786	1,037	±405	6,028	±641	4,994	±857	18,266
Speak English "very well"	79	±75	67	±71	277	±128	151	±131	165	±111	739
Speak English less than "very well"	0	±25	46	±59	17	±20	29	±26	45	±60	137
Tagalog:	1,208	±293	851	±251	816	±376	2,120	±349	863	±244	5,858
Speak English "very well"	24	±40	0	±22	0	±25	82	±108	0	±25	106
Speak English less than "very well"	0	±25	0	±22	0	±25	0	±28	0	±25	0
Russian:	208	±130	297	±139	136	±115	364	±137	1,024	±232	2,029
Speak English "very well"	34	±51	65	±59	70	±53	13	±17	30	±30	212
Speak English less than "very well"	15	±12	0	±22	49	±43	43	±41	51	±41	158
Chinese:	380	±346	259	±126	174	±102	353	±149	297	±153	1,463
Speak English "very well"	4	±6	0	±22	48	±57	18	±21	8	±20	78
Speak English less than "very well"	4	±6	0	±22	0	±25	0	±28	2	±7	6
Arabic:	171	±114	965	±337	68	±82	64	±57	181	±116	1,449
Speak English "very well"	104	±86	48	±54	88	±54	73	±68	135	±116	448
Speak English less than "very well"	12	±14	0	±22	0	±25	7	±9	0	±25	19
Thai:	216	±125	63	±58	229	±209	635	±238	208	±139	1,351
Speak English "very well"	0	±25	0	±22	0	±25	9	±15	19	±31	28
Speak English less than "very well"	0	±25	0	±22	0	±25	10	±23	0	±25	10
Korean:	192	±147	645	±325	144	±97	182	±104	177	±117	1,340
Speak English "very well"	0	±25	0	±22	29	±29	0	±28	6	±11	35
Speak English less than "very well"	0	±25	0	±22	3	±5	0	±28	18	±30	21

Source: U.S. Census 2021 ACS 5-Year Estimates – B160001

NOTE: Total language spoken and margin of error numbers are shown in the table. According to the U.S. Census data the only language with more than 1,000 people or more than 5% that "Speak English less than 'very well'" is Spanish. Approximately 39,966 individuals primarily speak Spanish and identified as speaking English less than "very well."

Consistent with the Safe Harbor Clause of the U.S. Department of Transportation LEP Guidance, this program determined that language groups that equal or exceed 5% of the regional population are to be considered LEP. Based upon the 5% or greater threshold, Spanish will be the primary language targeted for language assistance by BGPAA.

Factor 2 - Frequency of LEP Use

Two different sources were considered to determine the frequency with which LEP individuals utilize Airport services. First, a review of translation services at the Airport for the immediate past calendar year was undertaken to identify the type of language services requested, the number (or frequency) of translation services requested, and where or how these service requests came to BGPAA. Translation services are offered at no cost to the LEP individual. There were no translation service requests of BGPAA. A review of the Airport data shows that Spanish is the predominantly requested and used language.

The second consideration was to determine the frequency with which LEP individuals utilize the Airport for connection to international flights, thus an attempt was made to identify the number of international travelers (inbound/outbound) that utilize the Airport. Because the Airport is a domestic focused facility and offers no international flights, no creditable data could be collected to assist in identifying and recommending potential language translation services.

Factor 3: The Importance of Your Program to People's Lives

The Airport serves as a complementary gateway airport to the greater Los Angeles region. Thus, the Airport can serve as a supplementary air transportation resource for many LEP California residents to go visit or receive family from different areas of the world. And with Los Angeles being a major tourist destination, it is critical that the Airport is ready to serve international visitors who may often have limited English proficiency. Assuring all individuals, regardless of their origin or their language, are provided a safe and pleasurable transportation experience is part of the critical airport mission.

Factor 4: Internal resources for outreach for disadvantaged populations/LEP

Assessing the cost and availability of resources to provide LEP assistance is a continual process. It can involve utilizing translation services for appropriate documents, such as but not limited to Civil Rights Notice, Complaint Form, and complaint procedures for example, making use of volunteer language interpreters, and analyzing available staff language resources. BGPAA is committed to providing the financial resources needed to assist its LEP passengers.

Implementation

An important element in providing meaningful access for LEP individuals is to ensure effective communication and plan implementation. To accomplish this objective, the following language assistance measures and actions will be implemented:

1. Identification of LEP Individuals
2. Language Assistance Measures

3. Staff Training
4. Notice to LEP Individuals
5. Monitoring and Updating LAP Plan

A. *Identification of LEP Individuals:* As stated under Factor 1 above, BGPAA utilized the *U.S. Census Bureau's 2017-2021 American Community Survey (ACS) 5-Year Estimate* as its major data source to determine the number of LEP persons in the Airport's service area. Based upon the 5% or greater threshold under the Safe Harbor Clause of the U.S. Department of Transportation LEP Guidance, Spanish was determined to be the primary language targeted for language assistance by BGPAA.

A review of the number of requests for translation services revealed that there have been no formal requests for translation services within the past calendar year. Translation services are offered at no cost to LEP individuals with Spanish being the predominately foreign language informally requested and used.

B. *Language Assistance Measures:* BGPAA shall take reasonable steps to provide the opportunity for meaningful access to LEP persons who have difficulty communicating in English, including:

1. When a request is received by Airport staff, they will send the request to the Communication Center. The Communication Center will refer the LEP person to the translation service line and assist accordingly depending upon the individual's need. BGPAA currently uses Voiance for interpretation and translation services.
2. When communication is received from a LEP person, the communication shall also be referred to the translation service line for interpretation and response on behalf of BGPAA. The Communication Center will assist accordingly depending upon the individual's need.

C. *Staff Training:* BGPAA shall take proactive steps to ensure that all its employees are familiar with the LAP and how to assist with communication with LEP passengers so that employees provide timely and reasonable language assistance to LEP populations.

1. All BGPAA employees, TBI Airport Management staff working at the Airport, tenants, and stakeholders shall be informed and knowledgeable of the BGPAA Title VI Policy and Program, the LAP and the assistance available to assist LEP passengers, on an annual basis at regularly scheduled staff and airline station managers' meetings.
2. BGPAA staff is continually encouraged to attend workshops and training designed to highlight cultural diversity and meet language assistance needs.

D. *Notice to LEP Individuals:* BGPAA shall utilize a variety of resources to notify its passengers of the available LEP services, including:

1. Due to the number of individuals that require and/or need LEP assistance, signs will be posted in English and Spanish in terminal facilities.

E. *Monitor and Updating the LAP Plan:* BGPAA will annually self-evaluate the LAP and its components by meeting with those who are most likely to provide language assistance services and addressing questions such as:

1. How many LEP persons utilized translation services, and what languages were most commonly used?
2. What do the demographics and languages spoken by the travelers using the Airport tell us?
3. Has there been a need realized for additional information to be provided in Spanish? Or other languages?

Dissemination

The LAP will be posted on the Airport website and available to all upon request. A copy of the Title VI Program which includes the LAP will be available through the Title VI Coordinator.

DECISION MAKING BODIES

BGPAA is governed by a commission composed of nine members. The commission members are appointed by the Cities of Burbank, Glendale, and Pasadena. Each city appoints three members to the commission and does so in accordance with their governmental policies and procedures. BGPAA exercises no direct authority over the appointment process.

PROGRAM SPECIFIC REQUIREMENTS

DETERMINATION OF SITE OR LOCATION OF FACILITY

The Regional Intermodal Transportation Center (RITC) located at the Airport is the existing only public transit facility located on Airport property. The site was developed as part of the establishment of the Consolidated Rental Car (CONRAC) facility. The Airport has very limited space available for development so the facility was integrated into the CONRAC facility.

SERVICE STANDARDS AND POLICIES:

Not applicable

GRANTS, REVIEWS and CERTIFICATIONS:

Not applicable

CONTACT

For additional information on BGPAA Title VI Plan, or its efforts to comply with the Civil Rights Act of 1964 or Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency, please contact:

Scott Kimball
2627 N Hollywood Way
Burbank, CA 91505
818-840-8840
<https://www.hollywoodburbankairport.com/>

ADOPTION OF POLICY



BURBANK REPLACEMENT
PASSENGER TERMINAL PROJECT
2627 Hollywood Way, Burbank, CA 91505

3-18-2024 Commission Meeting
Item No. 6.a. Approval of Task Order 5

TASK ORDER REQUEST

Task Order Request No.: 005 Date: March 13, 2024

Task Order Request Title: CGMP 06, CGMP 07, CGMP 08, and CGMP 09

TO No.: 005 Project Name: RPT Project Phase: 1

Contractor: Holder, Pankow, TEC - A Joint Venture (HPT) Address: 3300 Riverwood Parkway, Suite 1200

CONTRACT NO: E22-03 Atlanta, GA 30339

Reference Documents: RFI No.: _____ CD No.: _____ CPCN No.: _____

PCO No.: _____ FD No.: _____ Bulletin: _____ Other: Attached

Scope:

1. CGMP – 06 - Terminal MEP (Pt2 - Controls & LLE) in the amount of **\$16,088,114**
2. CGMP – 07 - Terminal Structure (Pt2 - Balance of Trades) in the amount of **\$27,879,874**
Authorization to utilize Owner Allowance in the amount of \$161,590:
a. U.S. Department of Labor David Bacon compliance - \$161,590
3. CGMP – 08 - Public Art in the amount of **\$799,268**
4. CGMP – 09 - Phase 2 Design Services **\$29,522,853**

Cost:

Describe the schedule and budget of the task order including a schedule of values for payment.

See Attached Permitting Schedule. Actual costs will be reconciled against this TO once actual costs/receipts/invoices are available.

\$74,290,109

Total

\$74,290,109

Total Request

The signatory below certifies that the information in this Task Order Request is a true and accurate representation of the facts or the circumstances and that the requested time and/or compensation is a fair and accurate assessment of the impact to the best of his/her ability to establish at the time of signing.

Contractor

Signature

Name

William R. Turpin

Date

Title

3/13/24
EVP & COO

Hollywood Burbank Airport Replacement Passenger Terminal

CGMP 06 - Terminal MEP (Pt2 - Controls & LLE)

Revision 0

2/9/2024

Submitted To:

Jacobs

Submitted By:

Holder, Pankow, TEC - a Joint Venture





Hollywood Burbank Airport Replacement Passenger Terminal
Component Guaranteed Maximum Price Proposal
CGMP 06
Terminal MEP (Pt2 – Controls & LLE)

Submission Date: February 9, 2023

Tab-4: CGMP Price Summary

It is understood that the Price Summary below is intended to serve as a cost summary for this CGMP.

CGMP 06 Price Summary	Value
Team Approach Mechanical	\$6,631,004
Team Approach Electrical	\$7,482,738
Team Approach Controls	\$70,130
Construction Requirements	\$0
General Conditions / Preconstruction Services	\$0
Design-Builder P&P Bond / SDI	\$302,786
Misc. Insurances	\$585,610
Building Permit (Included below in Owner Allowance)	\$0
Gross Receipts Tax	\$3,218
Warranty	\$0
Design / Preconstruction Contingency	\$0
Escalation Contingency	\$0
Design-Builder Contingency	\$468,586
Design-Builder Fee	\$544,043
Owner Allowance	\$0
TOTAL – CGMP 06 (b)	\$16,088,114
CGMP 06 Current Pricing (a)	\$16,088,114
<i>Over / Under Current Pricing (b-a)</i>	<i>(\$0)</i>

Tab-6: CGMP Cost Estimate

Tab-6b: Schedule of Values

ITEM NO.	BBS BILL KEY	DESCRIPTION OF WORK	SCHEDULED VALUES									
			ORIGINAL CONTRACT	CHANGES CGMP 01 (TO-001)	CHANGES CGMP 02 (TO-001)	CHANGES CGMP 03 (TO-002)	CURRENT CONTRACT (thru TO-002)	CHANGES CGMP 04	CHANGES CGMP 05	CHANGES CGMP 06	TRANSFERS	REVISED SCHEDULED VALUE
1		Phase 1 Design Services										
2	A101	Terminal	17,050,612.00	-	-	-	17,050,612.00	-	-	-	-	17,050,612.00
3	A101	Garage	9,244,919.00	-	-	-	9,244,919.00	-	-	-	-	9,244,919.00
4	A101	Sitework	2,065,623.00	-	-	-	2,065,623.00	-	-	-	-	2,065,623.00
5	A101	Airside	1,617,734.00	-	-	-	1,617,734.00	-	-	-	-	1,617,734.00
6	A101	Support Facilities	568,996.00	-	-	-	568,996.00	-	-	-	-	568,996.00
7	A101	Designer's Professional Liability	2,570,711.00	-	-	-	2,570,711.00	-	-	-	-	2,570,711.00
8	A101	Geotechnical Services	1,671,622.00	-	-	-	1,671,622.00	-	-	-	-	1,671,622.00
9	A101	Licensed Survey	300,000.00	-	-	-	300,000.00	-	-	-	-	300,000.00
10		Phase 1 Design-Builder Services										
11	B101	HPT Phase 1 Preconstruction	12,139,969.00	-	-	-	12,139,969.00	-	-	-	-	12,139,969.00
12	B101	Professional Liability	118,075.00	-	-	-	118,075.00	-	-	-	-	118,075.00
13	B101	General Liability Insurance	425,072.00	-	-	-	425,072.00	-	-	-	-	425,072.00
14	-	Allowance (original PMO allowance before transfer)	6,027,000.00	-	-	-	6,027,000.00	-	-	-	(5,974,197.00)	52,803.00
15	B102	HPT Fee - Phase 1 Design-Builder Services Only	443,909.00	-	-	-	443,909.00	-	-	-	-	443,909.00
16		Project Management Office (PMO)										
17	C101	PMO Allowance (budget) - amounts include Fee specific to PMO	-	-	-	-	-	-	-	-	5,974,197.00	5,974,197.00
18		Phase 2 Design Builder Services (HPT GCs and Design Services)										
19	D101	Lump Sum Design Services - Phase 2	-	-	-	-	-	-	-	-	-	-
20	D102	Lump Sum HPT General Conditions - Phase 2	-	-	-	17,972,924.00	17,972,924.00	-	-	-	-	17,972,924.00
21		Airside Civil										
22	E101	Site Demo, Earthwork, Deep Utilities, Retaining Wall - Silverado Contractors, Inc.	-	-	17,502,050.00	-	17,502,050.00	-	-	-	-	17,502,050.00
23	E102	Asphalt Paving / Curb / Striping	-	-	-	-	-	-	-	-	-	-
24	E103	Concrete Paving	-	-	-	-	-	-	-	-	-	-
25	E104	Site Concrete	-	-	-	-	-	-	-	-	-	-
26	E105	Temporary Site Fencing - Golden Bay Fence	-	-	862,930.00	-	862,930.00	-	-	-	-	862,930.00
27	E106	Site Security / Fencing	-	-	-	-	-	-	-	-	-	-
28	E107	Site Electrical Systems	-	-	-	-	-	-	-	-	-	-
29		Landside Civil										
30	F101	Site Demo, Earthwork, Deep Utilities, Retaining Wall - Silverado Contractors, Inc.	-	-	17,502,050.00	-	17,502,050.00	-	-	-	-	17,502,050.00
31	F102	Site Utilities - Blois Construction, Inc.	-	-	-	-	-	7,462,263.00	-	-	-	7,462,263.00
32	F103	Site Utilities - Recycled Water - unpurchased scope budget	-	-	-	-	-	4,000,000.00	-	-	-	4,000,000.00
33	F104	Asphalt Paving / Curb / Striping	-	-	-	-	-	-	-	-	-	-
34	F105	Site Concrete	-	-	-	-	-	-	-	-	-	-
35	F106	Hardscape	-	-	-	-	-	-	-	-	-	-
36	F107	Landscaping / Irrigation	-	-	-	-	-	-	-	-	-	-
37	F108	Site Amenities	-	-	-	-	-	-	-	-	-	-
38	F109	Temporary Site Fencing - Golden Bay Fence	-	-	862,930.00	-	862,930.00	-	-	-	-	862,930.00
39	F110	Site Security / Fencing	-	-	-	-	-	-	-	-	-	-
40	F111	Below Grade Waterproofing	-	-	-	-	-	-	-	-	-	-
41	F112	Site Electrical Systems	-	-	-	-	-	-	-	-	-	-
42	F113	Avion Property Boundary Modifications - unpurchased scope budget	-	-	300,000.00	-	300,000.00	-	-	-	-	300,000.00
43	F114	T&M / Manifest - Construction Requirements	-	-	5,517,228.00	-	5,517,228.00	-	-	-	-	5,517,228.00
44		Terminal Building										
45	G101	Building Concrete	-	-	-	-	-	-	-	-	-	-
46	G102	Structural Steel - SunSteel, LLC	-	-	-	-	-	-	34,254,435.00	-	-	34,254,435.00
47	G103	Miscellaneous Steel	-	-	-	-	-	-	-	-	-	-
48	G104	Fireproofing	-	-	-	-	-	-	-	-	-	-
49	G105	Exterior Masonry	-	-	-	-	-	-	-	-	-	-
50	G106	Metal Panels	-	-	-	-	-	-	-	-	-	-
51	G107	Below Grade Waterproofing	-	-	-	-	-	-	-	-	-	-
52	G108	Above Grade Waterproofing	-	-	-	-	-	-	-	-	-	-
53	G109	Joint Sealants	-	-	-	-	-	-	-	-	-	-

A ITEM NO.	B BBS BILL KEY	C DESCRIPTION OF WORK	D SCHEDULED VALUES									
			ORIGINAL CONTRACT	CHANGES CGMP 01 (TO-001)	CHANGES CGMP 02 (TO-001)	CHANGES CGMP 03 (TO-002)	CURRENT CONTRACT (thru TO-002)	CHANGES CGMP 04	CHANGES CGMP 05	CHANGES CGMP 06	TRANSFERS	REVISED SCHEDULED VALUE
54	G110	Building Expansion Joints	-	-	-	-	-	-	-	-	-	-
55	G111	Exterior Glass	-	-	-	-	-	-	-	-	-	-
56	G112	Roofing	-	-	-	-	-	-	-	-	-	-
57	G113	Ornamental Metals	-	-	-	-	-	-	-	-	-	-
58	G114	Architectural Woodwork	-	-	-	-	-	-	-	-	-	-
59	G115	Custom Airport Millwork	-	-	-	-	-	-	-	-	-	-
60	G116	Phenolic Wall Panels	-	-	-	-	-	-	-	-	-	-
61	G117	Doors / Frames / Hardware	-	-	-	-	-	-	-	-	-	-
62	G118	Overhead Coiling Doors	-	-	-	-	-	-	-	-	-	-
63	G119	Interior Glass	-	-	-	-	-	-	-	-	-	-
64	G120	Drywall	-	-	-	-	-	-	-	-	-	-
65	G121	Ceilings	-	-	-	-	-	-	-	-	-	-
66	G122	Carpet / Resilient Flooring	-	-	-	-	-	-	-	-	-	-
67	G123	Ceramic / Porcelain Tile	-	-	-	-	-	-	-	-	-	-
68	G124	Terrazzo	-	-	-	-	-	-	-	-	-	-
69	G125	Painting	-	-	-	-	-	-	-	-	-	-
70	G125-B	Public Art: Exterior	-	-	-	-	-	-	-	-	-	-
71	G125-C	Public Art: Interior	-	-	-	-	-	-	-	-	-	-
72	G126	Equipment	-	-	-	-	-	-	-	-	-	-
73	G127	Specialties	-	-	-	-	-	-	-	-	-	-
74	G128	Furnishings	-	-	-	-	-	-	-	-	-	-
75	G129	Signage	-	-	-	-	-	-	-	-	-	-
76	G130	Special Construction	-	-	-	-	-	-	-	-	-	-
77	G131	Conveying Systems	-	-	-	-	-	-	-	-	-	-
78	G132	Baggage Handling Systems	-	-	-	-	-	-	-	-	-	-
79	G133	Fire Protection Systems	-	-	-	-	-	-	-	-	-	-
80	G134	Team Approach Mechanical & Plumbing - ACCO Engineered Systems	-	470,394.00	-	-	470,394.00	-	-	6,631,004.00	-	7,101,398.00
81	G135	Team Approach Mechanical & Plumbing - unpurchased scope budget	-	562,500.00	-	-	562,500.00	-	-	-	-	562,500.00
82	G136	Team Approach Controls / BAS	-	-	-	-	-	-	-	70,130.00	-	70,130.00
83	G137	Temporary Power - CSI Electrical Contractors, Inc.	-	-	3,283,825.00	-	3,283,825.00	-	-	-	(3,283,825.00)	-
84	G138	Team Approach Electrical - CSI Electrical Contractors, Inc.	-	953,952.00	-	-	953,952.00	-	-	7,482,738.00	3,283,825.00	11,720,515.00
85	G139	Team Approach Electrical - unpurchased scope budget	-	561,250.00	-	-	561,250.00	-	-	-	-	561,250.00
86	G140	Team Approach Special Systems - Rosendin Electric, Inc.	-	502,691.00	-	-	502,691.00	-	-	-	-	502,691.00
87	G141	Team Approach Special Systems - unpurchased scope budget	-	327,000.00	-	-	327,000.00	-	-	-	-	327,000.00
88	G142	Passenger Boarding Ramps	-	-	-	-	-	-	-	-	-	-
89		Parking Garage										
90	H101	Shoring Systems - Malcolm Drilling Company, Inc.	-	-	2,887,240.00	-	2,887,240.00	-	-	-	-	2,887,240.00
91	H102	Building Concrete	-	-	-	-	-	-	-	-	-	-
92	H103	Structural Steel	-	-	-	-	-	-	-	-	-	-
93	H104	Miscellaneous Steel	-	-	-	-	-	-	-	-	-	-
94	H105	Metal Panels	-	-	-	-	-	-	-	-	-	-
95	H106	Below Grade Waterproofing	-	-	-	-	-	-	-	-	-	-
96	H107	Above Grade Waterproofing	-	-	-	-	-	-	-	-	-	-
97	H108	Joint Sealants	-	-	-	-	-	-	-	-	-	-
98	H109	Building Expansion Joints	-	-	-	-	-	-	-	-	-	-
99	H110	Roofing Systems	-	-	-	-	-	-	-	-	-	-
100	H111	Interior Masonry	-	-	-	-	-	-	-	-	-	-
101	H112	Architectural Woodwork	-	-	-	-	-	-	-	-	-	-
102	H113	Doors / Frames / Hardware	-	-	-	-	-	-	-	-	-	-
103	H114	Interior Glass	-	-	-	-	-	-	-	-	-	-
104	H115	Drywall	-	-	-	-	-	-	-	-	-	-

ITEM NO.	BBS BILL KEY	DESCRIPTION OF WORK	SCHEDULED VALUES									REVISED SCHEDULED VALUE
			ORIGINAL CONTRACT	CHANGES CGMP 01 (TO-001)	CHANGES CGMP 02 (TO-001)	CHANGES CGMP 03 (TO-002)	CURRENT CONTRACT (thru TO-002)	CHANGES CGMP 04	CHANGES CGMP 05	CHANGES CGMP 06	TRANSFERS	
105	H116	Ceilings	-	-	-	-	-	-	-	-	-	-
106	H117	Carpet / Resilient Flooring	-	-	-	-	-	-	-	-	-	-
107	H118	Ceramic / Porcelain Tile	-	-	-	-	-	-	-	-	-	-
108	H119	Painting	-	-	-	-	-	-	-	-	-	-
109	H120	Specialties	-	-	-	-	-	-	-	-	-	-
110	H121	Signage	-	-	-	-	-	-	-	-	-	-
111	H122	Conveying Systems	-	-	-	-	-	-	-	-	-	-
112	H123	Fire Protection Systems	-	-	-	-	-	-	-	-	-	-
113	H124	Mechanical & Plumbing Systems	-	-	-	-	-	-	-	-	-	-
114	H125	Electrical Systems	-	-	-	-	-	-	-	-	-	-
115	H126	Special Systems	-	-	-	-	-	-	-	-	-	-
116		Airline Support Facility										
117	I101	Airline Support Facility - Turnkey Lump Sum Subcontract (anticipated)	-	-	-	-	-	-	-	-	-	-
118		Legacy Facility Demolition										
119	J101	Demolition / Abatement	-	-	-	-	-	-	-	-	-	-
120	J102	Site Demolition	-	-	-	-	-	-	-	-	-	-
121	J103	Earthwork	-	-	-	-	-	-	-	-	-	-
122	J104	Site Security / Fencing	-	-	-	-	-	-	-	-	-	-
123		Lump Sum CR's										
124	K101	Lump Sum Construction Requirements	-	-	-	-	-	-	-	-	-	-
125		Insurance / Permits / Tax / Warranties / Contingencies / Fee										
126	L101	Design-Builder P&P Bond	-	2,987.00	52,107.00	-	55,094.00	10,264.00	32,703.00	125,487.00	-	223,548.00
127	L102	Insurance - SDI	-	42,222.00	957,778.00	-	1,000,000.00	143,278.00	428,180.00	177,298.00	-	1,748,756.00
128	L103	Insurance - CCIP	-	93,404.00	7,906,596.00	449,323.00	8,449,323.00	219,972.00	700,831.00	268,926.00	-	9,639,052.00
129	L104	Insurance - Builder's Risk	-	31,119.00	618,881.00	-	650,000.00	107,784.00	343,401.00	131,771.00	-	1,232,956.00
130	L105	Insurance - PL	-	9,550.00	2,740,450.00	44,932.00	2,794,932.00	32,817.00	104,554.00	40,120.00	-	2,972,423.00
131	L106	Insurance - Project Insurance	-	34,466.00	465,534.00	161,756.00	661,756.00	118,436.00	377,336.00	144,793.00	-	1,302,321.00
132	L107	Insurance - Equipment	-	-	4,000.00	-	4,000.00	-	-	-	-	4,000.00
133	L108	Permits / Plan Check Fees	-	-	-	-	-	-	-	-	-	-
134	L109	Gross Receipts Tax	-	766.00	13,361.00	-	14,127.00	2,631.00	8,386.00	3,218.00	-	28,362.00
135	L110	Warranty	-	-	-	-	-	-	-	-	-	-
136	-	Contingency - Design / Preconstruction Contingency	-	-	1,229,539.00	-	1,229,539.00	241,949.00	1,628,610.00	-	-	3,100,098.00
137	-	Contingency - Escalation Contingency	-	-	-	-	-	-	1,515,137.00	-	-	1,515,137.00
138	-	Contingency - Design-Builder Contingency	-	111,541.00	1,945,746.00	-	2,057,287.00	383,287.00	1,221,152.00	468,586.00	-	4,130,312.00
139	L111	HPT Fee (Phase 2)	-	125,731.00	2,151,693.00	652,013.00	2,929,437.00	436,826.00	1,311,484.00	544,043.00	-	5,221,790.00
140		Owner Allowances										
141	-	Owner Allowance - Permitting / Plan Check Fees	-	-	3,000,000.00	-	3,000,000.00	-	-	-	-	3,000,000.00
142	-	Owner Allowance - Hazmat Abatement / Contaminated Soil	-	-	3,000,000.00	-	3,000,000.00	-	-	-	-	3,000,000.00
143	-	Owner Allowance - Davis Bacon	-	-	300,000.00	-	300,000.00	90,000.00	575,000.00	-	-	965,000.00
144	-	Owner Allowance - Public Art: Unpurchased Scope	-	-	-	-	-	-	-	-	-	-
145		TOTALS	54,244,242.00	3,829,573.00	73,103,938.00	19,280,948.00	150,458,701.00	13,249,507.00	42,501,209.00	16,088,114.00	-	222,297,531.00

Tab-7: Project Schedule

Please see attached schedule dated 11/29/2023.

The following are schedule milestones related to this CGMP.

Trade Package	Anticipated Award Date:	Onsite Start Date:
Team Approach Controls	3/19/2024	3/20/2024

Long Lead Equipment	Submittal Duration:	Material Leadtime:	Required Onsite Date:
Team Approach Electrical			
Generators	12 Weeks	60 Weeks	8/4/2025
Medium Voltage Switchgear	4 Weeks	80 Weeks	8/18/2025
Automatic Transfer Switch	12 Weeks	55 Weeks	6/30/2025
Team Approach Mechanical			
Rooftop Units	4 Weeks	50 Weeks	3/31/2025
Chillers	4 Weeks	34 Weeks	12/9/2024
Variable Frequency Drives	4 Weeks	30 Weeks	11/11/2024

This CGMP does not include any adjustments to or impacts to the current Project Schedule.

Tab-9: DBE Participation Plan

The following is a summary of DBE Participation realized within this CGMP. Also included in this section is the DBE participation projection for the overall project.

Trade Package	Estimated DBE %	Realized DBE %
Team Approach Controls	40%	40%

Hollywood Burbank Airport Replacement Passenger Terminal

CGMP 07 - Terminal Structure (Pt2 - Balance of Trades)

Revision 0

2/9/2024

Submitted To:

Jacobs

Submitted By:

Holder, Pankow, TEC - a Joint Venture





Hollywood Burbank Airport Replacement Passenger Terminal
Component Guaranteed Maximum Price Proposal
CGMP 07
Terminal Structure (Pt2 – Balance of Trades)

Submission Date: February 9, 2024

Tab-4: CGMP Price Summary

It is understood that the Price Summary below is intended to serve as a cost summary for this CGMP.

CGMP 07 Price Summary	Value
Building Concrete	\$19,070,000
Below-Grade Waterproofing	\$4,368,123
Construction Requirements	\$0
General Conditions / Preconstruction Services	\$0
Design-Builder P&P Bond / SDI	\$509,179
Misc. Insurances	\$1,008,951
Building Permit (Included below in Owner Allowance)	\$0
Gross Receipts Tax	\$5,544
Warranty	\$0
Design / Preconstruction Contingency	\$499,236
Escalation Contingency	\$0
Design-Builder Contingency	\$1,319,918
Design-Builder Fee	\$937,333
Owner Allowance	\$161,590
TOTAL – CGMP 07 (b)	\$27,879,874
CGMP 07 Current Pricing (a)	\$32,417,744
<i>Over / Under Current Pricing (b-a)</i>	<i>(\$4,537,870)</i>

Tab-5f: Allowance Schedule

The following is a list of Owner Allowances currently included within the overall value of this CGMP:

#	Owner Allowance Description	Value
01	Davis Bacon This allowance is included to account for potential cost impacts that may be associated with the new Department of Labor rules associated with the calculation of prevailing wages (88 FR 57526) which go into effect on October 23, 2023 pending official wage determinations.	\$161,590

Tab-6: CGMP Cost Estimate

Tab-6b: Schedule of Values

A	B	C	D										
ITEM NO.	BBS BILL KEY	DESCRIPTION OF WORK	SCHEDULED VALUES										
			ORIGINAL CONTRACT	CHANGES CGMP 01 (TO-001)	CHANGES CGMP 02 (TO-001)	CHANGES CGMP 03 (TO-002)	CURRENT CONTRACT (thru TO-002)	CHANGES CGMP 04	CHANGES CGMP 05	CHANGES CGMP 06	CHANGES CGMP 07	TRANSFERS	REVISED SCHEDULED VALUE
1		Phase 1 Design Services											
2	A101	Terminal	17,050,612.00	-	-	-	17,050,612.00	-	-	-	-	-	17,050,612.00
3	A101	Garage	9,244,919.00	-	-	-	9,244,919.00	-	-	-	-	-	9,244,919.00
4	A101	Sitework	2,065,623.00	-	-	-	2,065,623.00	-	-	-	-	-	2,065,623.00
5	A101	Airside	1,617,734.00	-	-	-	1,617,734.00	-	-	-	-	-	1,617,734.00
6	A101	Support Facilities	568,996.00	-	-	-	568,996.00	-	-	-	-	-	568,996.00
7	A101	Designer's Professional Liability	2,570,711.00	-	-	-	2,570,711.00	-	-	-	-	-	2,570,711.00
8	A101	Geotechnical Services	1,671,622.00	-	-	-	1,671,622.00	-	-	-	-	-	1,671,622.00
9	A101	Licensed Survey	300,000.00	-	-	-	300,000.00	-	-	-	-	-	300,000.00
10		Phase 1 Design-Builder Services											
11	B101	HPT Phase 1 Preconstruction	12,139,969.00	-	-	-	12,139,969.00	-	-	-	-	-	12,139,969.00
12	B101	Professional Liability	118,075.00	-	-	-	118,075.00	-	-	-	-	-	118,075.00
13	B101	General Liability Insurance	425,072.00	-	-	-	425,072.00	-	-	-	-	-	425,072.00
14	-	Allowance (original PMO allowance before transfer)	6,027,000.00	-	-	-	6,027,000.00	-	-	-	-	(5,974,197.00)	52,803.00
15	B102	HPT Fee - Phase 1 Design-Builder Services Only	443,909.00	-	-	-	443,909.00	-	-	-	-	-	443,909.00
16		Project Management Office (PMO)											
17	C101	PMO Allowance (budget) - amounts include Fee specific to PMO	-	-	-	-	-	-	-	-	-	5,974,197.00	5,974,197.00
18		Phase 2 Design Builder Services (HPT GCs and Design Services)											
19	D101	Lump Sum Design Services - Phase 2	-	-	-	-	-	-	-	-	-	-	-
20	D102	Lump Sum HPT General Conditions - Phase 2	-	-	-	17,972,924.00	17,972,924.00	-	-	-	-	-	17,972,924.00
21		Airside Civil											
22	E101	Site Demo, Earthwork, Deep Utilities, Retaining Wall - Silverado Contractors, Inc.	-	-	17,502,050.00	-	17,502,050.00	-	-	-	-	-	17,502,050.00
23	E102	Asphalt Paving / Curb / Striping	-	-	-	-	-	-	-	-	-	-	-
24	E103	Concrete Paving	-	-	-	-	-	-	-	-	-	-	-
25	E104	Site Concrete	-	-	-	-	-	-	-	-	-	-	-
26	E105	Temporary Site Fencing - Golden Bay Fence	-	-	862,930.00	-	862,930.00	-	-	-	-	-	862,930.00
27	E106	Site Security / Fencing	-	-	-	-	-	-	-	-	-	-	-
28	E107	Site Electrical Systems	-	-	-	-	-	-	-	-	-	-	-
29		Landside Civil											
30	F101	Site Demo, Earthwork, Deep Utilities, Retaining Wall - Silverado Contractors, Inc.	-	-	17,502,050.00	-	17,502,050.00	-	-	-	-	-	17,502,050.00
31	F102	Site Utilities - Blois Construction, Inc.	-	-	-	-	-	7,462,263.00	-	-	-	-	7,462,263.00
32	F103	Site Utilities - Recycled Water - unpurchased scope budget	-	-	-	-	-	4,000,000.00	-	-	-	-	4,000,000.00
33	F104	Asphalt Paving / Curb / Striping	-	-	-	-	-	-	-	-	-	-	-
34	F105	Site Concrete	-	-	-	-	-	-	-	-	-	-	-
35	F106	Hardscape	-	-	-	-	-	-	-	-	-	-	-
36	F107	Landscaping / Irrigation	-	-	-	-	-	-	-	-	-	-	-
37	F108	Site Amenities	-	-	-	-	-	-	-	-	-	-	-
38	F109	Temporary Site Fencing - Golden Bay Fence	-	-	862,930.00	-	862,930.00	-	-	-	-	-	862,930.00
39	F110	Site Security / Fencing	-	-	-	-	-	-	-	-	-	-	-
40	F111	Below Grade Waterproofing	-	-	-	-	-	-	-	-	-	-	-
41	F112	Site Electrical Systems	-	-	-	-	-	-	-	-	-	-	-
42	F113	Avion Property Boundary Modifications - unpurchased scope budget	-	-	300,000.00	-	300,000.00	-	-	-	-	-	300,000.00
43	F114	T&M / Manifest - Construction Requirements	-	-	5,517,228.00	-	5,517,228.00	-	-	-	-	-	5,517,228.00
44		Terminal Building											
45	G101	Building Concrete	-	-	-	-	-	-	-	-	19,070,000.00	-	19,070,000.00
46	G102	Structural Steel - SunSteel, LLC	-	-	-	-	-	-	34,254,435.00	-	-	-	34,254,435.00
47	G103	Miscellaneous Steel	-	-	-	-	-	-	-	-	-	-	-
48	G104	Fireproofing	-	-	-	-	-	-	-	-	-	-	-
49	G105	Exterior Masonry	-	-	-	-	-	-	-	-	-	-	-
50	G106	Metal Panels	-	-	-	-	-	-	-	-	-	-	-
51	G107	Below Grade Waterproofing	-	-	-	-	-	-	-	-	4,368,123.00	-	4,368,123.00
52	G108	Above Grade Waterproofing	-	-	-	-	-	-	-	-	-	-	-
53	G109	Joint Sealants	-	-	-	-	-	-	-	-	-	-	-
54	G110	Building Expansion Joints	-	-	-	-	-	-	-	-	-	-	-
55	G111	Exterior Glass	-	-	-	-	-	-	-	-	-	-	-
56	G112	Roofing	-	-	-	-	-	-	-	-	-	-	-

A	B	C	D											
ITEM NO.	BBS BILL KEY	DESCRIPTION OF WORK	SCHEDULED VALUES											
			ORIGINAL CONTRACT	CHANGES CGMP 01 (TO-001)	CHANGES CGMP 02 (TO-001)	CHANGES CGMP 03 (TO-002)	CURRENT CONTRACT (thru TO-002)	CHANGES CGMP 04	CHANGES CGMP 05	CHANGES CGMP 06	CHANGES CGMP 07	TRANSFERS	REVISED SCHEDULED VALUE	
57	G113	Ornamental Metals	-	-	-	-	-	-	-	-	-	-	-	-
58	G114	Architectural Woodwork	-	-	-	-	-	-	-	-	-	-	-	-
59	G115	Custom Airport Millwork	-	-	-	-	-	-	-	-	-	-	-	-
60	G116	Phenolic Wall Panels	-	-	-	-	-	-	-	-	-	-	-	-
61	G117	Doors / Frames / Hardware	-	-	-	-	-	-	-	-	-	-	-	-
62	G118	Overhead Coiling Doors	-	-	-	-	-	-	-	-	-	-	-	-
63	G119	Interior Glass	-	-	-	-	-	-	-	-	-	-	-	-
64	G120	Drywall	-	-	-	-	-	-	-	-	-	-	-	-
65	G121	Ceilings	-	-	-	-	-	-	-	-	-	-	-	-
66	G122	Carpet / Resilient Flooring	-	-	-	-	-	-	-	-	-	-	-	-
67	G123	Ceramic / Porcelain Tile	-	-	-	-	-	-	-	-	-	-	-	-
68	G124	Terrazzo	-	-	-	-	-	-	-	-	-	-	-	-
69	G125	Painting	-	-	-	-	-	-	-	-	-	-	-	-
70	G125-B	Public Art: Exterior	-	-	-	-	-	-	-	-	-	-	-	-
71	G125-C	Public Art: Interior	-	-	-	-	-	-	-	-	-	-	-	-
72	G126	Equipment	-	-	-	-	-	-	-	-	-	-	-	-
73	G127	Specialties	-	-	-	-	-	-	-	-	-	-	-	-
74	G128	Furnishings	-	-	-	-	-	-	-	-	-	-	-	-
75	G129	Signage	-	-	-	-	-	-	-	-	-	-	-	-
76	G130	Special Construction	-	-	-	-	-	-	-	-	-	-	-	-
77	G131	Conveying Systems	-	-	-	-	-	-	-	-	-	-	-	-
78	G132	Baggage Handling Systems	-	-	-	-	-	-	-	-	-	-	-	-
79	G133	Fire Protection Systems	-	-	-	-	-	-	-	-	-	-	-	-
80	G134	Team Approach Mechanical & Plumbing - ACCO Engineered Systems	-	470,394.00	-	-	470,394.00	-	-	6,631,004.00	-	-	-	7,101,398.00
81	G135	Team Approach Mechanical & Plumbing - unpurchased scope budget	-	562,500.00	-	-	562,500.00	-	-	-	-	-	-	562,500.00
82	G136	Team Approach Controls / BAS	-	-	-	-	-	-	-	70,130.00	-	-	-	70,130.00
83	G137	Temporary Power - CSI Electrical Contractors, Inc.	-	-	3,283,825.00	-	3,283,825.00	-	-	-	-	(3,283,825.00)	-	-
84	G138	Team Approach Electrical - CSI Electrical Contractors, Inc.	-	953,952.00	-	-	953,952.00	-	-	7,482,738.00	-	3,283,825.00	-	11,720,515.00
85	G139	Team Approach Electrical - unpurchased scope budget	-	561,250.00	-	-	561,250.00	-	-	-	-	-	-	561,250.00
86	G140	Team Approach Special Systems - Rosendin Electric, Inc.	-	502,691.00	-	-	502,691.00	-	-	-	-	-	-	502,691.00
87	G141	Team Approach Special Systems - unpurchased scope budget	-	327,000.00	-	-	327,000.00	-	-	-	-	-	-	327,000.00
88	G142	Passenger Boarding Ramps	-	-	-	-	-	-	-	-	-	-	-	-
89		Parking Garage												
90	H101	Shoring Systems - Malcolm Drilling Company, Inc.	-	-	2,887,240.00	-	2,887,240.00	-	-	-	-	-	-	2,887,240.00
91	H102	Building Concrete	-	-	-	-	-	-	-	-	-	-	-	-
92	H103	Structural Steel	-	-	-	-	-	-	-	-	-	-	-	-
93	H104	Miscellaneous Steel	-	-	-	-	-	-	-	-	-	-	-	-
94	H105	Metal Panels	-	-	-	-	-	-	-	-	-	-	-	-
95	H106	Below Grade Waterproofing	-	-	-	-	-	-	-	-	-	-	-	-
96	H107	Above Grade Waterproofing	-	-	-	-	-	-	-	-	-	-	-	-
97	H108	Joint Sealants	-	-	-	-	-	-	-	-	-	-	-	-
98	H109	Building Expansion Joints	-	-	-	-	-	-	-	-	-	-	-	-
99	H110	Roofing Systems	-	-	-	-	-	-	-	-	-	-	-	-
100	H111	Interior Masonry	-	-	-	-	-	-	-	-	-	-	-	-
101	H112	Architectural Woodwork	-	-	-	-	-	-	-	-	-	-	-	-
102	H113	Doors / Frames / Hardware	-	-	-	-	-	-	-	-	-	-	-	-
103	H114	Interior Glass	-	-	-	-	-	-	-	-	-	-	-	-
104	H115	Drywall	-	-	-	-	-	-	-	-	-	-	-	-
105	H116	Ceilings	-	-	-	-	-	-	-	-	-	-	-	-
106	H117	Carpet / Resilient Flooring	-	-	-	-	-	-	-	-	-	-	-	-
107	H118	Ceramic / Porcelain Tile	-	-	-	-	-	-	-	-	-	-	-	-
108	H119	Painting	-	-	-	-	-	-	-	-	-	-	-	-
109	H120	Specialties	-	-	-	-	-	-	-	-	-	-	-	-
110	H121	Signage	-	-	-	-	-	-	-	-	-	-	-	-
111	H122	Conveying Systems	-	-	-	-	-	-	-	-	-	-	-	-
112	H123	Fire Protection Systems	-	-	-	-	-	-	-	-	-	-	-	-
113	H124	Mechanical & Plumbing Systems	-	-	-	-	-	-	-	-	-	-	-	-

A	B	C	D										
ITEM NO.	BBS BILL KEY	DESCRIPTION OF WORK	SCHEDULED VALUES										
			ORIGINAL CONTRACT	CHANGES CGMP 01 (TO-001)	CHANGES CGMP 02 (TO-001)	CHANGES CGMP 03 (TO-002)	CURRENT CONTRACT (thru TO-002)	CHANGES CGMP 04	CHANGES CGMP 05	CHANGES CGMP 06	CHANGES CGMP 07	TRANSFERS	REVISED SCHEDULED VALUE
114	H125	Electrical Systems	-	-	-	-	-	-	-	-	-	-	-
115	H126	Special Systems	-	-	-	-	-	-	-	-	-	-	-
116		Airline Support Facility											
117	I101	Airline Support Facility - Turnkey Lump Sum Subcontract (anticipated)	-	-	-	-	-	-	-	-	-	-	-
118		Legacy Facility Demolition											
119	J101	Demolition / Abatement	-	-	-	-	-	-	-	-	-	-	-
120	J102	Site Demolition	-	-	-	-	-	-	-	-	-	-	-
121	J103	Earthwork	-	-	-	-	-	-	-	-	-	-	-
122	J104	Site Security / Fencing	-	-	-	-	-	-	-	-	-	-	-
123		Lump Sum CR's											
124	K101	Lump Sum Construction Requirements	-	-	-	-	-	-	-	-	-	-	-
125		Insurance / Permits / Tax / Warranties / Contingencies / Fee											
126	L101	Design-Builder P&P Bond	-	2,987.00	52,107.00	-	55,094.00	10,264.00	32,703.00	125,487.00	216,203.00	-	439,751.00
127	L102	Insurance - SDI	-	42,222.00	957,778.00	-	1,000,000.00	143,278.00	428,180.00	177,298.00	292,976.00	-	2,041,732.00
128	L103	Insurance - CCIP	-	93,404.00	7,906,596.00	449,323.00	8,449,323.00	219,972.00	700,831.00	268,926.00	463,334.00	-	10,102,386.00
129	L104	Insurance - Builder's Risk	-	31,119.00	618,881.00	-	650,000.00	107,784.00	343,401.00	131,771.00	227,029.00	-	1,459,985.00
130	L105	Insurance - PL	-	9,550.00	2,740,450.00	44,932.00	2,794,932.00	32,817.00	104,554.00	40,120.00	69,123.00	-	3,041,546.00
131	L106	Insurance - Project Insurance	-	34,466.00	465,534.00	161,756.00	661,756.00	118,436.00	377,336.00	144,793.00	249,465.00	-	1,551,786.00
132	L107	Insurance - Equipment	-	-	4,000.00	-	4,000.00	-	-	-	-	-	4,000.00
133	L108	Permits / Plan Check Fees	-	-	-	-	-	-	-	-	-	-	-
134	L109	Gross Receipts Tax	-	766.00	13,361.00	-	14,127.00	2,631.00	8,386.00	3,218.00	5,544.00	-	33,906.00
135	L110	Warranty	-	-	-	-	-	-	-	-	-	-	-
136	-	Contingency - Design / Preconstruction Contingency	-	-	1,229,539.00	-	1,229,539.00	241,949.00	1,628,610.00	-	499,236.00	-	3,599,334.00
137	-	Contingency - Escalation Contingency	-	-	-	-	-	-	1,515,137.00	-	-	-	1,515,137.00
138	-	Contingency - Design-Builder Contingency	-	111,541.00	1,945,746.00	-	2,057,287.00	383,287.00	1,221,152.00	468,586.00	1,319,918.00	-	5,450,230.00
139	L111	HPT Fee (Phase 2)	-	125,731.00	2,151,693.00	652,013.00	2,929,437.00	436,826.00	1,311,484.00	544,043.00	937,333.00	-	6,159,123.00
140		Owner Allowances											
141	-	Owner Allowance - Permitting / Plan Check Fees	-	-	3,000,000.00	-	3,000,000.00	-	-	-	-	-	3,000,000.00
142	-	Owner Allowance - Hazmat Abatement / Contaminated Soil	-	-	3,000,000.00	-	3,000,000.00	-	-	-	-	-	3,000,000.00
143	-	Owner Allowance - Davis Bacon	-	-	300,000.00	-	300,000.00	90,000.00	575,000.00	-	161,590.00	-	1,126,590.00
144	-	Owner Allowance - Public Art: Unpurchased Scope	-	-	-	-	-	-	-	-	-	-	-
145		TOTALS	54,244,242.00	3,829,573.00	73,103,938.00	19,280,948.00	150,458,701.00	13,249,507.00	42,501,209.00	16,088,114.00	27,879,874.00	-	250,177,405.00

Tab-7: Project Schedule

Please see attached schedule dated 1/28/2024.

The following are schedule milestones related to this CGMP.

Trade Package	Anticipated Award Date:	Onsite Start Date:
Building Concrete	3/18/2024	3/19/2024
Below-Grade Waterproofing	3/18/2024	3/19/2024

This CGMP does not include any adjustments to or impacts to the current Project Schedule.

Tab-9: DBE Participation Plan

The following is a summary of DBE Participation realized within this CGMP. Also included in this section is the DBE participation projection for the overall project.

Trade Package	Estimated DBE %	Realized DBE %
Building Concrete	25%	25%
Below-Grade Waterproofing	20%	20%

Hollywood Burbank Airport Replacement Passenger Terminal

CGMP 08 - Public Art Sculptures

Revision 4

3/12/2024

Submitted To:

Jacobs

Submitted By:

Holder, Pankow, TEC - a Joint Venture





Hollywood Burbank Airport Replacement Passenger Terminal
Component Guaranteed Maximum Price Proposal
CGMP 08
Public Art Sculptures

Submission Date: March 12, 2024

Tab-4: CGMP Price Summary

CGMP 08 Price Summary	Values
Public Art – Interior	\$750,000
Design-Builder P&P Bond	\$6,234
Misc. Insurances	\$15,846
Building Permit	\$0
Gross Receipts Tax	\$160
Design-Builder Fee	\$27,028
TOTAL – CGMP 08 (b)	\$799,268
CGMP 08 Budget (a)	\$799,268
<i>Over / Under Budget (b-a)</i>	<i>\$0</i>

A	B	C	D											
ITEM NO.	BBS BILL KEY	DESCRIPTION OF WORK	SCHEDULED VALUES											
			ORIGINAL CONTRACT	CHANGES CGMP 01 (TO-001)	CHANGES CGMP 02 (TO-001)	CHANGES CGMP 03 (TO-002)	CURRENT CONTRACT (thru TO-002)	CHANGES CGMP 04	CHANGES CGMP 05	CHANGES CGMP 06	CHANGES CGMP 07	CHANGES CGMP 08	TRANSFERS	REVISED SCHEDULED VALUE
1		Phase 1 Design Services												
2	A101	Terminal	17,050,612.00	-	-	-	17,050,612.00	-	-	-	-	-	-	17,050,612.00
3	A101	Garage	9,244,919.00	-	-	-	9,244,919.00	-	-	-	-	-	-	9,244,919.00
4	A101	Sitework	2,065,623.00	-	-	-	2,065,623.00	-	-	-	-	-	-	2,065,623.00
5	A101	Airside	1,617,734.00	-	-	-	1,617,734.00	-	-	-	-	-	-	1,617,734.00
6	A101	Support Facilities	568,996.00	-	-	-	568,996.00	-	-	-	-	-	-	568,996.00
7	A101	Designer's Professional Liability	2,570,711.00	-	-	-	2,570,711.00	-	-	-	-	-	-	2,570,711.00
8	A101	Geotechnical Services	1,671,622.00	-	-	-	1,671,622.00	-	-	-	-	-	-	1,671,622.00
9	A101	Licensed Survey	300,000.00	-	-	-	300,000.00	-	-	-	-	-	-	300,000.00
10		Phase 1 Design-Builder Services												
11	B101	HPT Phase 1 Preconstruction	12,139,969.00	-	-	-	12,139,969.00	-	-	-	-	-	-	12,139,969.00
12	B101	Professional Liability	118,075.00	-	-	-	118,075.00	-	-	-	-	-	-	118,075.00
13	B101	General Liability Insurance	425,072.00	-	-	-	425,072.00	-	-	-	-	-	-	425,072.00
14	-	Allowance (original PMO allowance before transfer)	6,027,000.00	-	-	-	6,027,000.00	-	-	-	-	-	(5,974,197.00)	52,803.00
15	B102	HPT Fee - Phase 1 Design-Builder Services Only	443,909.00	-	-	-	443,909.00	-	-	-	-	-	-	443,909.00
16		Project Management Office (PMO)												
17	C101	PMO Allowance (budget) - amounts include Fee specific to PMO	-	-	-	-	-	-	-	-	-	-	5,974,197.00	5,974,197.00
18		Phase 2 Design Builder Services (HPT GCs and Design Services)												
19	D101	Lump Sum Design Services - Phase 2	-	-	-	-	-	-	-	-	-	-	-	-
20	D102	Lump Sum HPT General Conditions - Phase 2	-	-	-	17,972,924.00	17,972,924.00	-	-	-	-	-	-	17,972,924.00
21		Airside Civil												
22	E101	Site Demo, Earthwork, Deep Utilities, Retaining Wall - Silverado Contractors, Inc.	-	-	17,502,050.00	-	17,502,050.00	-	-	-	-	-	-	17,502,050.00
23	E102	Asphalt Paving / Curb / Striping	-	-	-	-	-	-	-	-	-	-	-	-
24	E103	Concrete Paving	-	-	-	-	-	-	-	-	-	-	-	-
25	E104	Site Concrete	-	-	-	-	-	-	-	-	-	-	-	-
26	E105	Temporary Site Fencing - Golden Bay Fence	-	-	862,930.00	-	862,930.00	-	-	-	-	-	-	862,930.00
27	E106	Site Security / Fencing	-	-	-	-	-	-	-	-	-	-	-	-
28	E107	Site Electrical Systems	-	-	-	-	-	-	-	-	-	-	-	-
29		Landside Civil												
30	F101	Site Demo, Earthwork, Deep Utilities, Retaining Wall - Silverado Contractors, Inc.	-	-	17,502,050.00	-	17,502,050.00	-	-	-	-	-	-	17,502,050.00
31	F102	Site Utilities - Blois Construction, Inc.	-	-	-	-	-	7,462,263.00	-	-	-	-	-	7,462,263.00
32	F103	Site Utilities - Recycled Water - unpurchased scope budget	-	-	-	-	-	4,000,000.00	-	-	-	-	-	4,000,000.00
33	F104	Asphalt Paving / Curb / Striping	-	-	-	-	-	-	-	-	-	-	-	-
34	F105	Site Concrete	-	-	-	-	-	-	-	-	-	-	-	-
35	F106	Hardscape	-	-	-	-	-	-	-	-	-	-	-	-
36	F107	Landscaping / Irrigation	-	-	-	-	-	-	-	-	-	-	-	-
37	F108	Site Amenities	-	-	-	-	-	-	-	-	-	-	-	-
38	F109	Temporary Site Fencing - Golden Bay Fence	-	-	862,930.00	-	862,930.00	-	-	-	-	-	-	862,930.00
39	F110	Site Security / Fencing	-	-	-	-	-	-	-	-	-	-	-	-
40	F111	Below Grade Waterproofing	-	-	-	-	-	-	-	-	-	-	-	-
41	F112	Site Electrical Systems	-	-	-	-	-	-	-	-	-	-	-	-
42	F113	Avion Property Boundary Modifications - unpurchased scope budget	-	-	300,000.00	-	300,000.00	-	-	-	-	-	-	300,000.00
43	F114	T&M / Manifest - Construction Requirements	-	-	5,517,228.00	-	5,517,228.00	-	-	-	-	-	-	5,517,228.00
44		Terminal Building												
45	G101	Building Concrete	-	-	-	-	-	-	-	-	19,070,000.00	-	-	19,070,000.00
46	G102	Structural Steel - SunSteel, LLC	-	-	-	-	-	-	34,254,435.00	-	-	-	-	34,254,435.00
47	G103	Miscellaneous Steel	-	-	-	-	-	-	-	-	-	-	-	-
48	G104	Fireproofing	-	-	-	-	-	-	-	-	-	-	-	-
49	G105	Exterior Masonry	-	-	-	-	-	-	-	-	-	-	-	-
50	G106	Metal Panels	-	-	-	-	-	-	-	-	-	-	-	-
51	G107	Below Grade Waterproofing	-	-	-	-	-	-	-	-	4,368,123.00	-	-	4,368,123.00
52	G108	Above Grade Waterproofing	-	-	-	-	-	-	-	-	-	-	-	-
53	G109	Joint Sealants	-	-	-	-	-	-	-	-	-	-	-	-
54	G110	Building Expansion Joints	-	-	-	-	-	-	-	-	-	-	-	-
55	G111	Exterior Glass	-	-	-	-	-	-	-	-	-	-	-	-
56	G112	Roofing	-	-	-	-	-	-	-	-	-	-	-	-
57	G113	Ornamental Metals	-	-	-	-	-	-	-	-	-	-	-	-
58	G114	Architectural Woodwork	-	-	-	-	-	-	-	-	-	-	-	-
59	G115	Custom Airport Millwork	-	-	-	-	-	-	-	-	-	-	-	-
60	G116	Phenolic Wall Panels	-	-	-	-	-	-	-	-	-	-	-	-
61	G117	Doors / Frames / Hardware	-	-	-	-	-	-	-	-	-	-	-	-
62	G118	Overhead Colling Doors	-	-	-	-	-	-	-	-	-	-	-	-
63	G119	Interior Glass	-	-	-	-	-	-	-	-	-	-	-	-
64	G120	Drywall	-	-	-	-	-	-	-	-	-	-	-	-
65	G121	Ceilings	-	-	-	-	-	-	-	-	-	-	-	-

A ITEM NO.	B BBS BILL KEY	C DESCRIPTION OF WORK	D SCHEDULED VALUES										
			ORIGINAL CONTRACT	CHANGES CGMP 01 (TO-001)	CHANGES CGMP 02 (TO-001)	CHANGES CGMP 03 (TO-002)	CURRENT CONTRACT (thru TO-002)	CHANGES CGMP 04	CHANGES CGMP 05	CHANGES CGMP 06	CHANGES CGMP 07	CHANGES CGMP 08	REVISED SCHEDULED VALUE
66	G122	Carpet / Resilient Flooring	-	-	-	-	-	-	-	-	-	-	-
67	G123	Ceramic / Porcelain Tile	-	-	-	-	-	-	-	-	-	-	-
68	G124	Terrazzo	-	-	-	-	-	-	-	-	-	-	-
69	G125	Painting	-	-	-	-	-	-	-	-	-	-	-
70	G125-B	Public Art: Exterior	-	-	-	-	-	-	-	-	-	-	-
71	G125-C	Public Art: Interior	-	-	-	-	-	-	-	-	-	750,000.00	750,000.00
72	G126	Equipment	-	-	-	-	-	-	-	-	-	-	-
73	G127	Specialties	-	-	-	-	-	-	-	-	-	-	-
74	G128	Furnishings	-	-	-	-	-	-	-	-	-	-	-
75	G129	Signage	-	-	-	-	-	-	-	-	-	-	-
76	G130	Special Construction	-	-	-	-	-	-	-	-	-	-	-
77	G131	Conveying Systems	-	-	-	-	-	-	-	-	-	-	-
78	G132	Baggage Handling Systems	-	-	-	-	-	-	-	-	-	-	-
79	G133	Fire Protection Systems	-	-	-	-	-	-	-	-	-	-	-
80	G134	Team Approach Mechanical & Plumbing - ACCO Engineered Systems	-	470,394.00	-	-	470,394.00	-	-	6,631,004.00	-	-	7,101,398.00
81	G135	Team Approach Mechanical & Plumbing - unpurchased scope budget	-	562,500.00	-	-	562,500.00	-	-	-	-	-	562,500.00
82	G136	Team Approach Controls / BAS	-	-	-	-	-	-	-	70,130.00	-	-	70,130.00
83	G137	Temporary Power - CSI Electrical Contractors, Inc.	-	-	3,283,825.00	-	3,283,825.00	-	-	-	-	-	(3,283,825.00)
84	G138	Team Approach Electrical - CSI Electrical Contractors, Inc.	-	953,952.00	-	-	953,952.00	-	-	7,482,738.00	-	-	11,720,515.00
85	G139	Team Approach Electrical - unpurchased scope budget	-	561,250.00	-	-	561,250.00	-	-	-	-	-	561,250.00
86	G140	Team Approach Special Systems - Rosendin Electric, Inc.	-	502,691.00	-	-	502,691.00	-	-	-	-	-	502,691.00
87	G141	Team Approach Special Systems - unpurchased scope budget	-	327,000.00	-	-	327,000.00	-	-	-	-	-	327,000.00
88	G142	Passenger Boarding Ramps	-	-	-	-	-	-	-	-	-	-	-
89		Parking Garage											
90	H101	Shoring Systems - Malcolm Drilling Company, Inc.	-	-	2,887,240.00	-	2,887,240.00	-	-	-	-	-	2,887,240.00
91	H102	Building Concrete	-	-	-	-	-	-	-	-	-	-	-
92	H103	Structural Steel	-	-	-	-	-	-	-	-	-	-	-
93	H104	Miscellaneous Steel	-	-	-	-	-	-	-	-	-	-	-
94	H105	Metal Panels	-	-	-	-	-	-	-	-	-	-	-
95	H106	Below Grade Waterproofing	-	-	-	-	-	-	-	-	-	-	-
96	H107	Above Grade Waterproofing	-	-	-	-	-	-	-	-	-	-	-
97	H108	Joint Sealants	-	-	-	-	-	-	-	-	-	-	-
98	H109	Building Expansion Joints	-	-	-	-	-	-	-	-	-	-	-
99	H110	Roofing Systems	-	-	-	-	-	-	-	-	-	-	-
100	H111	Interior Masonry	-	-	-	-	-	-	-	-	-	-	-
101	H112	Architectural Woodwork	-	-	-	-	-	-	-	-	-	-	-
102	H113	Doors / Frames / Hardware	-	-	-	-	-	-	-	-	-	-	-
103	H114	Interior Glass	-	-	-	-	-	-	-	-	-	-	-
104	H115	Drywall	-	-	-	-	-	-	-	-	-	-	-
105	H116	Ceilings	-	-	-	-	-	-	-	-	-	-	-
106	H117	Carpet / Resilient Flooring	-	-	-	-	-	-	-	-	-	-	-
107	H118	Ceramic / Porcelain Tile	-	-	-	-	-	-	-	-	-	-	-
108	H119	Painting	-	-	-	-	-	-	-	-	-	-	-
109	H120	Specialties	-	-	-	-	-	-	-	-	-	-	-
110	H121	Signage	-	-	-	-	-	-	-	-	-	-	-
111	H122	Conveying Systems	-	-	-	-	-	-	-	-	-	-	-
112	H123	Fire Protection Systems	-	-	-	-	-	-	-	-	-	-	-
113	H124	Mechanical & Plumbing Systems	-	-	-	-	-	-	-	-	-	-	-
114	H125	Electrical Systems	-	-	-	-	-	-	-	-	-	-	-
115	H126	Special Systems	-	-	-	-	-	-	-	-	-	-	-
116		Airline Support Facility											
117	J101	Airline Support Facility - Turnkey Lump Sum Subcontract (anticipated)	-	-	-	-	-	-	-	-	-	-	-
118		Legacy Facility Demolition											
119	J101	Demolition / Abatement	-	-	-	-	-	-	-	-	-	-	-
120	J102	Site Demolition	-	-	-	-	-	-	-	-	-	-	-
121	J103	Earthwork	-	-	-	-	-	-	-	-	-	-	-
122	J104	Site Security / Fencing	-	-	-	-	-	-	-	-	-	-	-

A	B	C	D											
ITEM NO.	BBS BILL KEY	DESCRIPTION OF WORK	SCHEDULED VALUES											
			ORIGINAL CONTRACT	CHANGES CGMP 01 (TO-001)	CHANGES CGMP 02 (TO-001)	CHANGES CGMP 03 (TO-002)	CURRENT CONTRACT (thru TO-002)	CHANGES CGMP 04	CHANGES CGMP 05	CHANGES CGMP 06	CHANGES CGMP 07	CHANGES CGMP 08	TRANSFERS	REVISED SCHEDULED VALUE
123		Lump Sum CR's												
124	K101	Lump Sum Construction Requirements	-	-	-	-	-	-	-	-	-	-	-	-
125		Insurance / Permits / Tax / Warranties / Contingencies / Fee												
126	L101	Design-Builder P&P Bond	-	2,987.00	52,107.00	-	55,094.00	10,264.00	32,703.00	125,487.00	216,203.00	6,234.00	-	445,985.00
127	L102	Insurance - SDI	-	42,222.00	957,778.00	-	1,000,000.00	143,278.00	428,180.00	177,298.00	292,976.00	-	-	2,041,732.00
128	L103	Insurance - CCIP	-	93,404.00	7,906,596.00	449,323.00	8,449,323.00	219,972.00	700,831.00	268,926.00	463,334.00	-	-	10,102,386.00
129	L104	Insurance - Builder's Risk	-	31,119.00	618,881.00	-	650,000.00	107,784.00	343,401.00	131,771.00	227,029.00	6,659.00	-	1,466,644.00
130	L105	Insurance - PL	-	9,550.00	2,740,450.00	44,932.00	2,794,932.00	32,817.00	104,554.00	40,120.00	69,123.00	1,993.00	-	3,043,539.00
131	L106	Insurance - Project Insurance	-	34,466.00	465,534.00	161,756.00	661,756.00	118,436.00	377,336.00	144,793.00	249,465.00	7,193.00	-	1,558,979.00
132	L107	Insurance - Equipment	-	-	4,000.00	-	4,000.00	-	-	-	-	-	-	4,000.00
133	L108	Permits / Plan Check Fees	-	-	-	-	-	-	-	-	-	-	-	-
134	L109	Gross Receipts Tax	-	766.00	13,361.00	-	14,127.00	2,631.00	8,386.00	3,218.00	5,544.00	161.00	-	34,067.00
135	L110	Warranty	-	-	-	-	-	-	-	-	-	-	-	-
136	-	Contingency - Design / Preconstruction Contingency	-	-	1,229,539.00	-	1,229,539.00	241,949.00	1,628,610.00	-	499,236.00	-	-	3,599,334.00
137	-	Contingency - Escalation Contingency	-	-	-	-	-	-	1,515,137.00	-	-	-	-	1,515,137.00
138	-	Contingency - Design-Builder Contingency	-	111,541.00	1,945,746.00	-	2,057,287.00	383,287.00	1,221,152.00	468,586.00	1,319,918.00	-	-	5,450,230.00
139	L111	HPT Fee (Phase 2)	-	125,731.00	2,151,693.00	652,013.00	2,929,437.00	436,826.00	1,311,484.00	544,043.00	937,333.00	27,028.00	-	6,186,151.00
140		Owner Allowances												
141	-	Owner Allowance - Permitting / Plan Check Fees	-	-	3,000,000.00	-	3,000,000.00	-	-	-	-	-	-	3,000,000.00
142	-	Owner Allowance - Hazmat Abatement / Contaminated Soil	-	-	3,000,000.00	-	3,000,000.00	-	-	-	-	-	-	3,000,000.00
143	-	Owner Allowance - Davis Bacon	-	-	300,000.00	-	300,000.00	90,000.00	575,000.00	-	161,590.00	-	-	1,126,590.00
144	-	Owner Allowance - Public Art: Unpurchased Scope	-	-	-	-	-	-	-	-	-	-	-	-
145		TOTALS	54,244,242.00	3,829,573.00	73,103,938.00	19,280,948.00	150,458,701.00	13,249,507.00	42,501,209.00	16,088,114.00	27,879,874.00	799,268.00	-	250,976,673.00

Tab-9: DBE Participation Plan

The following is a summary of DBE Participation realized within this CGMP. Also included in this section is the DBE participation projection for the overall project.

Trade Package	Estimated DBE %	Realized DBE %
Public Art Sculptures	0%	0%

Hollywood Burbank Airport Replacement Passenger Terminal

CGMP 09 - Design Services - Phase 2

Revision 1

2/20/2024

Submitted To:

Jacobs

Submitted By:

Holder, Pankow, TEC - a Joint Venture





Hollywood Burbank Airport Replacement Passenger Terminal
Component Guaranteed Maximum Price Proposal
CGMP 09
Design Services – Phase 2

Submission Date: February 20, 2024

Tab-4: CGMP Price Summary

It is understood that the Price Summary below is intended to serve as a cost summary for this CGMP.

CGMP 09 Price Summary	Value
Design Services – Phase 2	\$29,187,200
Misc. Insurances	\$335,653
Design-Builder Contingency	\$0
Design-Builder Fee	\$0
TOTAL – CGMP 09 (b)	\$29,522,853
CGMP 09 Current Pricing (a)	\$29,522,853
<i>Over / Under Current Pricing (b-a)</i>	<i>\$0</i>

HOLLYWOOD BURBANK AIRPORT REPLACEMENT PASSENGER TERMINAL PROJECT
Phase 2 Design Services Billing Schedule

		PHASE 2 DESIGN SERVICES					PHASE 2 CONSTRUCTION SUPPORT SERVICES					TOTAL PER MONTH w/o INSURANCE	INSURANCE	
		MONTH	Terminal 100%	Garage 100%	Sitework 100%	Airside 100%	ASF 100%	Terminal CSS	Garage CSS	Sitework CSS	Airside CSS		ASF CSS	PL
2024	April-24	\$796,811	\$255,388	\$43,781	\$32,836	\$30,647	\$175,707	\$75,303	\$19,847	\$14,885	\$0	\$1,445,204	\$1,697	\$6,109
	May-24	\$796,811	\$255,388	\$43,781	\$32,836	\$30,647	\$175,707	\$75,303	\$19,847	\$14,885	\$0	\$1,445,204	\$1,697	\$6,109
	June-24	\$531,207	\$255,388	\$43,781	\$32,836	\$30,647	\$175,707	\$75,303	\$19,847	\$14,885	\$0	\$1,179,601	\$1,697	\$6,109
	July-24	\$531,207	\$255,388	\$43,781	\$32,836	\$30,647	\$175,707	\$75,303	\$19,847	\$14,885	\$0	\$1,179,601	\$1,697	\$6,109
	August-24	\$-	\$-	\$-	\$-	\$-	\$527,121	\$150,606	\$29,771	\$22,328	\$7,530	\$737,356	\$1,697	\$6,109
	September-24	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$29,771	\$22,328	\$7,530	\$762,457	\$1,697	\$6,109
	October-24	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$29,771	\$22,328	\$7,530	\$762,457	\$1,697	\$6,109
	November-24	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$29,771	\$22,328	\$7,530	\$762,457	\$1,697	\$6,109
2025	December-24	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$29,771	\$22,328	\$7,530	\$762,457	\$1,697	\$6,109
	January-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$7,530	\$771,140	\$1,697	\$6,109
	February-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$37,651	\$801,262	\$1,697	\$6,109
	March-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$37,651	\$801,262	\$1,697	\$6,109
	April-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$37,651	\$801,262	\$1,697	\$6,109
	May-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$37,651	\$801,262	\$1,697	\$6,109
	June-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$52,712	\$816,322	\$1,697	\$6,109
	July-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$60,242	\$823,853	\$1,697	\$6,109
	August-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$60,242	\$823,853	\$1,697	\$6,109
	September-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$60,242	\$823,853	\$1,697	\$6,109
	October-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$60,242	\$823,853	\$1,697	\$6,109
	November-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$60,242	\$823,853	\$1,697	\$6,109
2026	December-25	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$60,242	\$823,853	\$1,697	\$6,109
	January-26	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$60,242	\$823,853	\$1,697	\$6,109
	February-26	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$7,530	\$771,140	\$1,697	\$6,109
	March-26	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$7,530	\$771,140	\$1,697	\$6,109
	April-26	\$-	\$-	\$-	\$-	\$-	\$527,121	\$175,707	\$34,733	\$26,050	\$7,530	\$771,140	\$1,697	\$6,109
	May-26	\$-	\$-	\$-	\$-	\$-	\$614,974	\$175,707	\$34,733	\$26,050	\$7,530	\$858,994	\$1,697	\$6,109
	June-26	\$-	\$-	\$-	\$-	\$-	\$614,974	\$175,707	\$34,733	\$26,050	\$7,530	\$858,994	\$1,697	\$6,109
	July-26	\$-	\$-	\$-	\$-	\$-	\$614,974	\$175,707	\$34,733	\$26,050	\$7,530	\$858,994	\$1,697	\$6,109
	August-26	\$-	\$-	\$-	\$-	\$-	\$614,974	\$175,707	\$34,733	\$26,050	\$7,530	\$858,994	\$1,697	\$6,109
	September-26	\$-	\$-	\$-	\$-	\$-	\$614,974	\$175,707	\$34,733	\$26,050	\$7,530	\$858,994	\$1,697	\$6,109
	October-26	\$-	\$-	\$-	\$-	\$-	\$614,974	\$175,707	\$34,733	\$26,050	\$22,591	\$874,054	\$1,697	\$6,109
	November-26	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109
2027	December-26	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109
	January-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109
	February-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109
	March-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109
	April-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109
	May-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109
	June-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109
	July-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109
	August-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109
	September-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109
October-27	\$-	\$-	\$-	\$-	\$-	\$175,707	\$-	\$-	\$-	\$-	\$175,707	\$1,697	\$6,109	
		\$2,656,035	\$1,021,552	\$175,123	\$131,342	\$122,586	\$17,570,694	\$5,020,198	\$992,365	\$744,274	\$753,030	\$29,187,200	\$72,968	\$262,685
		\$4,106,639					\$25,080,561							
		\$29,187,200												

Appendix A: Trade Pricing Backup

As referenced in Tab-8, the following includes the math trail outlining the Phase 1, Phase 2, and Total Design Services costs.



**Hollywood
Burbank
Airport**

Burbank-Glendale-Pasadena Airport Authority
elevateBUR.com

DESIGN-BUILDER: Holder, Pankow, TEC - a Joint Venture

In accordance with the Request for Proposals (RFP) – Replacement Passenger Terminal Project for this Work in the Cities of Burbank and Los Angeles, California, we offer to furnish all labor, tools, materials, appliances, equipment, insurance, and incidentals necessary and reasonably inferable to complete the Work mentioned in the RFP, at the following prices:

PROPOSED FEES AND PERCENTAGES		
ITEM	DESCRIPTION	PROPOSED FEE
001	Design-BUILDER's Fee (Overhead & Profit)	03.50 %

ITEM	DESCRIPTION	DESIGN SERVICES	PRECONSTRUCTION SERVICES (Including Item 001 Fee)	CONSTRUCTION COSTS
	Cost of Work (Estimated <u>NOT</u> Including Allowances)			\$715,000,000
002	Phase 1 Design Price (Lump Sum)	\$35,090,217		
003	Phase 2 Design Price (Lump Sum)	\$29,187,200		
004	Preconstruction Price (Lump Sum)		\$12,139,969	
005	General Conditions (Lump Sum Based on Estimated Cost of Work)			\$59,957,582
006	Extended Fee (Item 001 x (Cost of Work + Item 004 + Item 005))			\$27,548,414
007	TOTAL Project Cost (Cost of Work + Items 002 through 006)	\$878,923,382		

Addendum No. 3
Attachment B-1

COST PROPOSAL FORM

Page 2 of 4

BUR RPT Conformed Design-Build Agreement
Page 101 of 1457

CGMP 06, 07, 08 & 09 Summary

1. CGMP – 06 - Terminal MEP (Pt2 – Team Approach Controls & LLE) \$16,088,114

1. This scope of work includes the Team Approach for Controls as well as long lead items for Electrical and Mechanical equipment.
2. This subcontract is anticipated to be executed in March 2024.
3. DBE participation for CGMP 06 will be 40%.
4. Invoice draws for this scope of work are anticipated to be between March 2024 and December of 2025. See cashflow attachment.

2. CGMP – 07 - Terminal Structure (Pt2 – Balance of Trades) \$27,879,874

1. This scope of work includes all material, form, and placement of concrete for all foundations, basement walls, slab on grade, and elevated slab in the Terminal. Additionally, this scope includes the furnishing and installation of all below-grade waterproofing at foundations, basement walls, under slab locations, and elevator pits to ensure a turnkey waterproofing solution in the terminal.
2. This subcontract is anticipated to be executed in March 2024
3. This CGMP is \$4,537,870 under the 60% estimate budget for this element of work.
4. DBE participation for CGMP 7 will be 25% for building concrete and 20% for below-grade waterproofing.
5. Invoice draws for this scope of work are anticipated to be between March 2024 and August 2025. See cash flow attachment.

3. CGMP – 08 – Interior Public Art \$799,268

1. This scope of work includes the design, fabrication, and installation of a public art sculpture in the Terminal post security. In accordance with the Committee's instruction, the exterior public art selected by the Commission is not part of this CGMP and has been agendized as a discussion item for the Commission's March, 18, 2024 meeting.
2. This subcontract is anticipated to be executed in March/April 2024.
3. This CGMP is within the \$4,000,000 allowance allocated for Art in Public places to comply with the City of Burbank's Art-in-Public Places Ordinance.
4. Invoice draws for this scope of work are anticipated to be between April 2024 and May of 2026. See attached cash flow.

4. CGMP – 09 – Design Services, Phase 2 \$29,522,853

1. This scope of work includes design services for Phase 2 to complete the final design and documentation of the project to secure building permits necessary for construction.
 - Completion of this phase will include finalizing the design and documentation, and receipt of Ready To Issue ("RTI") documents from the Burbank Building Department ("BBD").
 - Some aspects of the design will be on an accelerated schedule including civil, structural, MEP and/or other such disciplines as may be identified in final deliverable schedule. Each consultant is instructed to assume this acceleration may be a requirement.
 - Following receipt of RTI documents, the team will complete the final package incorporating BBD's comments.

2. Upon issuance of the construction permit(s), the team will support the construction phase through construction support services. This effort will be similar to traditional Construction Administration services except the purpose is to support the construction to achieve the design intent. Aspects of this phase include:
 - Managing those services necessary to provide architectural and engineering design support during the construction activities of the Project.
 - Reviewing requests for information (“RFIs”) submitted by HPTJV and trade partners for additional information about the Contract Documents and issue responses to the RFIs.
 - Assisting in preparation, reproduction and distribution of supplemental Drawings, Specifications, and interpretations, as may be necessary in response to RFIs by HPTJV and trade partners.
 - Assisting in review of the construction to (1) become generally familiar with the progress and quality of the portion of the work completed, (2) endeavor to guard against defects and deficiencies in the work with regard to the design, and (3) determine in general if the work is being performed in a manner that when fully completed, will be in accordance with the design intent.
 - Attending construction meetings as necessary.
 - Assisting with bidding and responding to pre-construction comments.
1. This subcontract is anticipated to be executed in April 2024.
2. This CGMP is within the original 2023 RFP design services fee proposal.
3. Invoice draws for this scope of work are anticipated to be between April 2024 and February of 2027. See attached cash flow.

TOTAL – Task Order 004

\$74,290,109



**Hollywood
Burbank
Airport**

3-18-2024 Commission Meeting
Item No. 6.a. - Approval of Task Order 5
and Appropriation of Owner's Contingency Funds
Replacement Passenger Terminal

2627 N Hollywood Way
Burbank, CA 91505
Burbank-Glendale-Pasadena

TASK ORDER (TO)

To Firm: Holder, Pankow, TEC - A Joint Venture (HPT)	
SA/P.O. A7255	Account No.: 4-07-01 / 9705
T.O. Order No: 005	Effective Date: March 18, 2024
T.O. Revision No: N/A	Revision Date:
Originator: Patrick Lammerding	Phone No: 818-729-2250

This Task Order (TO) is issued pursuant to the applicable Services Agreement (SA) between the Burbank- Glendale-Pasadena Airport Authority (Authority), owner/operator of Hollywood Burbank Airport and your Firm, pursuant to terms and conditions of the SA indicated, for the services described below.

DESCRIPTION :
<ol style="list-style-type: none">1. CGMP – 06 - Terminal MEP (Pt 2 – Team approach controls and long lead equipment. \$16,088,1142. CGMP – 07 - Terminal Structure (Pt 2 – Balance of Trades) \$27,879,8743. CGMP - 08 – Interior Public Art - \$799,2684. CGMP – 09 – Design Services, Phase 2 - \$29,522,853 <p>Task Order Pricing Basis</p>

COST OF WORK			
<input checked="" type="checkbox"/>	NTE	<input type="checkbox"/> Lump Sum	\$ 74,290,109

This Task Order is also a Notice to Proceed immediately with the services described, with final completion on TBD
Time shall be of the essence in the performance of this Task Order.

All services are subject to acceptance by the Authority. All required supporting documentation to be included with Invoice Applications for Payment including a copy of the fully executed Task Order.
Except as may be modified herein, all other contract terms and conditions are unchanged.

This Task Order is accepted and agreed by authorized representative(s) of the parties as indicated below:

Burbank-Glendale-Pasadena Airport Authority

Company Name

Authorized Signature

Title

Date

CGMP 06, 07, 08 & 09 Summary

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TOTAL – Task Order 004

\$74,290,109