

September 12, 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 <u>Monday, September 16, 2024, at 9:00 a.m.</u>, in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

In addition to attending the meeting in person, members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

Dial in: (818) 862-3332

Leslie Whitmore, Assistant Board Secretary Burbank-Glendale-Pasadena Airport Authority

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY Regular Meeting of September 16, 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, September 16, 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) August 7, 2024 [See page 1]

2) Operations and Development Committee

(i) July 15, 2024 [See page 3]

3) Finance and Administration Committee

(i) July 15, 2024 [See page 5]

4) Legal, Government and Environmental Affairs Committee

(i) July 15, 2024 [See page 7]

b. Commission Minutes (For Approval)

1) August 19, 2024 [See page 9]

c. Treasurer's Report

1) May 2024 [See page 17]

d. License Agreement – City of Burbank [See page 43] on Behalf of Burbank Water and Power

e. Approval of Aid-In-Construction Payment Deposits [See page 45]
Replacement Passenger Terminal Project

f. Assignment of Legislative Representation Service Contract [See page 50]

g. Airport Solution Line Service Agreement Amendment 4 [See page 56]

6. ITEMS FOR COMMISSION APPROVAL

a. Award of Professional Services Agreement Air Service Consulting Services

[See page 58]

Executive Director Search
 Ad Hoc Committee Creation and Appointments

[See page 60]

7. ITEMS FOR COMMISSION INFORMATION

- a. Airport Carbon Accreditation Level 2 Award
- b. Report SCAQMD MOU Update
- 8. CLOSED SESSION
 - a. PUBLIC EMPLOYEE APPOINTMENT (California Government Code Section 54957(b))
 Title: Executive Director
- 9. PULLED FROM CONSENT CALENDAR
- 10. EXECUTIVE DIRECTOR COMMENTS
- 11. COMMISSIONER COMMENTS

 (Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for future meetings.)
- 12. PUBLIC COMMENT
- 13. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, September 16, 2024

[Regarding agenda items]

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 meeting of August 7, 2024; Operations and Development Committee meeting of July 15, 2024; Finance and Administration Committee meeting of July 15, 2024; and the Legal, Government and Environmental Affairs Committee meeting of July 15, 2024, are included in the agenda packet for information purposes.
- COMMISSION MINUTES. A draft copy of the minutes of the Commission regular meeting of August 19, 2024, is included in the agenda packet for Commission review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for May 2024 is included in the agenda packet. At its meeting on August 19, 2024, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission note and file this report.
- d. LICENSE AGREEMENT CITY OF BURBANK ON BEHALF OF BURBANK WATER AND POWER. A staff report is included in the agenda packet. At its meeting on August 19, 2024, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve a proposed License Agreement with the City of Burbank for Burbank Water and Power ("BWP") to install temporarily an electrical transformer and riser pole on Authority property near the Empire Avenue entrance to the Airport. The purpose of this installation is to facilitate BWP's ongoing effort to upgrade aging transformers and mitigate future power disruptions.
- e. APPROVAL OF AID-IN-CONSTRUCTION PAYMENT DEPOSITS
 REPLACEMENT PASSENGER TERMINAL PROJECT. A staff report is
 attached. At its meeting on September 4, 2024, the Executive Committee
 ("Committee") voted (3-0), to recommend that the Commission approve the Aid-In-Construction ("AIC") deposit request Numbers 8 and 9, copies attached, from
 the City of Burbank for:
 - 1. **\$9,257,700** for Phase 3 (Permanent Power) to order long-lead time items for the proposed new 12 kV community substation as part of the Replacement Passenger Terminal ("RPT") Project site. This phase is expected to be complete by 2029.
 - 2. **\$200,000** for Phase 3 (Permanent Power) transmission and distribution engineering for the substation.

- f. ASSIGNMENT OF LEGISLATIVE REPRESENTATION SERVICE CONTRACT. A staff report is attached. Subject to the recommendation of the Legal, Government and Environmental Affairs Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff recommends that the Commission approve of an Assignment of Professional Services Agreement ("Assignment") to transfer the Authority's legislative representation service contract from Renne Public Law Group ("RPLG") to California Public Policy Group ("CPPG").
- g. AIRPORT SOLUTION LINE SERVICE AGREEMENT AMENDMENT 4. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff recommends that the Commission approve Amendment No. 4, copy attached, to the Airport Solution Line Service Agreement ("Service Agreement") with SITA Information Network Computing USA, Inc. ("SITA") for the Common Use Passenger Processing System ("CUPPS") installed at the Airport. This extension is for the period from October 1, 2024, to October 31, 2026, at a monthly cost of \$75,157. If necessary, the Authority will have the option to further extend the Service Agreement in two-month increments not to exceed a total of twelve months. All costs provided under the Service Agreement are reimbursed by the airlines using the CUPPS.

6. ITEMS FOR COMMISSION APPROVAL

- a. AWARD OF PROFESSIONAL SERVICES AGREEMENT AIR SERVICE CONSULTING SERVICES. A staff report is included in the agenda packet. At its meeting on August 19, 2024, the Legal, Government and Environmental Affairs Committee ("Committee") voted (3-0) to recommend that the Commission award a Professional Services Agreement ("Agreement"), copy attached, to Arthur D. Little, LLC ("ADL") for continued air service consulting services. The services to be provided by ADL are complementary to the airport marketing consulting services obtained through the contract recently awarded to Anyone Collective. The proposed cost for the proposed services is for an amount not-to-exceed \$70,000.
- b. EXECUTIVE DIRECTOR SEARCH AD HOC COMMITTEE CREATION AND APPOINTMENTS. A staff report is included in the agenda packet. Staff seeks Commission approval of the creation of an Executive Director Search Ad Hoc Committee, and the President's appointment of members to this Committee.

7. INFORMATION FOR COMMISSION INFORMATION

a. AIR QUALITY IMPROVEMENT PROGRAM UPDATE. The Authority maintained its Level 2 Airport Carbon Accreditation certification for 2024 from ACI at its annual conference on September 9, 2024. This is a continued effort by the Authority to reduce carbon emissions at the airport as part of the Global Airport industry's response to the challenges of Climate Change.

b. REPORT SCAQMD MOU UPDATE.

Staff and consultant will update the commission on the status of the Authority's emission reduction efforts through the MOU measures with AQMD. This report is on the emissions from ground support equipment and Airport shuttle buses.

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

WEDNESDAY, AUGUST 7, 2024

A regular meeting of the Executive Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:08 a.m., by Commissioner Talamantes.

1.	RO	LL	CAL	_L
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Present: Commissioners Talamantes and

Hampton

Absent Commissioner Najarian

Also Present: Staff: Frank Miller, Executive Director;

John Hatanaka, Senior Deputy Executive Director Patrick Lammerding, Deputy Executive Director, Planning and Development; Gregory Rabinovitz,

Chief of Staff

Perry Martin, PMP, Sr. Program Manager,

Jacobs Project Management Co.

Authority Counsel: Terence Boga, Esq.,

Richards, Watson & Gershon

2. Approval of Agenda

Motion Commissioner Hampton moved approval

of the agenda, seconded by Commissioner

Talamantes.

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

Staff introduced Gregory Rabinovitz as the new Chief of Staff. Mr. Rabinovitz gave a brief introduction on his professional background

experience.

3. Public Comment There were no public comments.

4. Approval of Minutes

a. July 10, 2024 Commissioner Hampton moved approval of

the Committee minutes for the special meeting held on July 10, 2024. Commissioner Talamantes seconded the motion. There being no objections,

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

5. Items for Approval

a. Aid-in-Construction Payment
 Deposits – Replacement Passenger
 Terminal Project

Staff requested a recommendation from the Executive Committee to the Commission to approve two Aid-In-Construction deposit requests from the City of Burbank for:

- \$860,000 for Phase 1 (3.5 MVA Temporary Power) engineering and balance of 12kV distribution materials and labor to bring temporary power to the Replacement Passenger Terminal ("RPT") Project site. This phase is expected to be complete by November 2024.
- 2. \$100,000 for Phase 2 (17 MVA Temporary Power) engineering to bring temporary power to the RPT Project site. This phase is expected to be complete by May 2025.

Motion

Commissioner Hampton motioned for approval, seconded by Commissioner Talamantes.

Motion Approved

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

b. Memorabilia Donation

Staff pulled this item from the agenda and will return to the Commission after further research on potential curators for the Airport memorabilia.

6. Items for Information

a. Replacement Passenger Terminal Project Certification

Staff provided an update on the progress toward a LEED certification for the Replacement Passenger Terminal Project.

b. Committee Pending Items

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

7. Adjournment

There being no further business, the meeting adjourned at 9:35 a.m.

MINUTES OF THE REGULAR MEETING OF THE OPERATIONS AND DEVELOPMENT COMMITTEE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

MONDAY, JULY 15, 2024

A regular meeting of the Operations and Development Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:38 a.m., by Commissioner Hampton.

1. ROLL CALL

Present:

Commissioners Hampton and Talamantes

Absent:

None

Also Present:

Staff: John Hatanaka, Senior Deputy Executive Director; Patrick Lammerding, Deputy Executive

Director, Planning and Development

2. Approval of Agenda

Motion

Commissioner Talamantes moved approval of the agenda; seconded by Commissioner

Hampton.

Motion Approved

The agenda was approved (2-0).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. June 17, 2024

A draft copy of the June 17, 2024, Committee meeting minutes was included in the agenda

packet for review and approval.

Motion

Commissioner Talamantes moved approval of the

minutes; seconded by Commissioner Hampton.

Motion Approved

There being no objection, the motion was

approved (2-0).

5. Items for Approval

a. Award of Contract **Janitorial Services** Staff sought an Operations and Development Committee recommendation to the Commission to award a Janitorial Services Agreement to C&W Facility Services, Inc. for a 23-month period, commencing on November 1, 2024, and ending

on October 12, 2026

Motion

Commissioner Talamantes moved approval; seconded by Commissioner Hampton.

Motion Approved

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

- 6. Items for Information
 - a. Committee Pending Items

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

7. Adjournment

There being no further business to discuss, the meeting was adjourned at 8:56 a.m.

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

MONDAY, JULY 15, 2024

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 10:39 a.m., by Commissioner Wilson.

1. ROLL CALL

Present: Commissioners Wilson, Quintero, and Ovrom

Absent: None

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

Kathy David, Deputy Executive Director, Finance and Administration; David Kwon, Director, Financial Services

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. June 17, 2024 A draft copy of the minutes of the meeting of June 17,

2024, 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. April 2024 A copy of the April 2024 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 Information

a. Committee Pending Items Staff presented future items to be presented to the

Committee.

8. Adjournment There being no further business to discuss, the meeting was

adjourned at 10:55 a.m.

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

JULY 15, 2024

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

1. ROLL CALL

Present:

Commissioners Gabel-Luddy, Najarian and

Williams

Absent:

None

Also Present:

Staff: Frank Miller, Executive Director;

Nerissa Sugars, Director, Communications and Air Service; Maggie Martinez, Director, Noise and

Environmental Affairs

Michael Fiore, Anyone Collective LLC; Tami McCrossen-Orr, Trifiletti Consulting, Inc.

Terence R. Boga, Airport Authority Counsel;

Richards, Watson, Gershon

2. Approval of Agenda

Commissioner Williams moved approval of the agenda; seconded by Commissioner Najarian.

The agenda was approved (3-0).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. June 17, 2024

Commissioner Williams moved approval of the June 17, 2024 Committee meeting minutes, seconded by Commissioner Najarian. There being no objection, the motion was

approved (3-0).

5. Items for Approval

a. Award of Professional Services
 Agreement - Airport Marketing
 Consultant Services

Staff sought a Committee recommendation to the Commission to award a Professional Services Agreement to Anyone Collective for a not-to-exceed amount of \$895,000. Anyone Collective will provide airport marketing consulting services and media purchases in support of the Authority's FY 2025 Branding, Marketing and Advertising program.

Subject to the recommendation of the Committee, this item was placed on the Commission agenda for its consideration immediately following the Committee's meeting.

Motion

Commissioner Williams motioned for approval,

Seconded by Commissioner Najarian.

Motion Approved

The motion was approved (3-0).

6. Items for Information

a. Air Quality Improvement Program Update

Staff and consultant provided an update on the Air Quality Improvement Plan developed in collaboration with the South Coast Air Quality Management District.

b. Committee Pending Items

Staff updated the Committee on future pending

Items.

7. Adjournment There being

There being no further business, the meeting was adjourned at 9:10 a.m.

MINUTES OF THE REGULAR MEETING OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

MONDAY, AUGUST 19, 2024

A regular 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 9:02 a.m., by President Najarian.

1.	ROLL CALL		
2.	Present:		sioners Najarian, Talamantes, o, Ovrom, Gabel-Luddy, Williams and
	Absent:	Commis Hamptor	sioner Asatryan, Commissioner า
	Also Present:	John Ha Director; Safety/C Deputy I Develop Marketin	rank Miller, Executive Director; tanaka, Senior Deputy Executive Edward Skvarna, Director of Public chief of Police; Patrick Lammerding, Executive Director, Planning and ment; Nerissa Sugars, Director, ag and Communications; Stephanie n-Piraner, Director, Engineering and ance
3.	PLEDGE OF ALLEGIANCE	Commis Allegian	sioner Talamantes led the Pledge of ce.
4.	APPROVAL OF AGENDA	The age	nda was approved as presented.
	MOTION		sioner Quintero moved approval of nda; seconded by Commissioner .
	MOTION APPROVED	The moti	ion was approved (7–0, 2 absent).
		AYES:	Najarian, Talamantes, Quintero, Ovrom, Gabel-Luddy, Williams and Wilson
		NOES:	None
		ABSENT	: Commissioner Asatryan,

Commissioner Hampton

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.)

Cynthia, Studio City; Laura Ioanou, Burbank

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) July 10, 2024 Approved minutes of the July 10, 2024,

Executive Committee meeting were included

in the agenda packet for information

purposes.

2) Operations and Development Committee

(i) June 17, 2024 Approved minutes of the June 17, 2024,

Operations and Development Committee meeting were included in the agenda packet

for information purposes.

3) Finance and Administration Committee

(i) June 17, 2024 Approved minutes of the June 17, 2024.

Finance and Administration Committee meeting were included in the agenda packet

for information purposes.

4) Legal, Government and Environmental Affairs Committee

(i) June 17, 2024 Approved minutes of the June 17, 2024,

Legal, Government and Environmental Affairs Committee meeting were included in the agenda packet for information purposes.

b. Commission Minutes (For Approval)

1) July 15, 2024 A copy of the draft minutes of the July 15,

2024, Commission meeting were included in the agenda packet for review and approval.

c. Treasurer's Report

1) April 2024

At its meeting on July 15, 2024, the Finance and Administration Committee reviewed the April 2023 Treasurer's Report and voted (3–0) to accept the report and recommend to the Commission for note and file.

MOTION

Commissioner Gabel-Luddy moved approval of the Consent Calendar; seconded by Commissioner Najarian.

MOTION APPROVED

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

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

and Wilson

NOES: None

ABSENT: Commissioner Asatryan,

Commissioner Hampton

At the request of Staff, Item No. 7 was approved by President Najarian to be taken out of order.

7. ITEMS FOR COMMISSION INFORMATION

a. Life-Saving Award Presentation

Staff presented awards to members of the Airport Police Department, Airport Fire Department, and employees of Alaska Airlines, and the Burbank Fire Department Paramedics for their successful efforts in rendering aid to an Alaska Airlines passenger who was suffering from cardiac arrest. Their combined efforts resulted in the successful recovery of the passenger.

6. ITEMS FOR COMMISSION APPROVAL

a. Committee Assignments

President Najarian assigned Commissioner Asatryan to the Operations and Development Committee.

b. Protest Rejection and Contract Award Wast Hauling and Recycling Services Due to the lack of a quorum at the Operations and Development Committee meeting immediately preceding the Commission meeting, and due to time issues, Staff presented this item to the Commission for its approval.

Staff requested that the Commission reject a protest by Athens Services and award a Waste Hauling and Recycling Services

Agreement ("Agreement") to American Reclamation, Inc. ("American Reclamation"). The proposed Agreement will be for a twoyear base period commencing October 1. 2024, and ending October 12, 2026, at a fixed price of \$15,104 monthly, excluding on-call as needed service pickups of 10 and 40-yard mixed waste containers located at the maintenance facility.

Due to unforeseen issues. American Reclamation was unable to attend the mandatory pre-proposal conference with a site visit. They later received the presentation slides and participated in a separate job walk.

Athens filed a protest to awarding the contract to American reclamation on the basis that American Reclamation had not attended the mandatory pre-proposal meeting.

Staff stated that Athens' protest had no merit and should be rejected.

Commissioner Williams moved approval: seconded by Commissioner Quintero.

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

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

and Wilson

NOES: None

ABSENT: Commissioner Asatryan,

Commissioner Hampton

At its meeting on July 15, 2024, the Operations and Development Committee voted (2-0) to recommend that the Commission award a Janitorial Services Agreement to C&W Facility Services. for a 23month period, ending on October 12, 2026, at a fixed annual price of \$2,257,773.24, excluding supplies.

The proposed Agreement also includes an 18month extension option, where the Authority may request that C&W submit a proposal for performance of the Services in the Replacement Passenger Terminal for the period commencing October 13, 2026, and

MOTION

MOTION APPROVED

c. Award of Contract **Janitorial Services**

expiring on April 30, 2028. Such request will be made at least 120 days in advance, and the parties shall negotiate the change in C&W's scope of work and compensation for the extension period. Supplies will be billed monthly on an actual cost basis, which is estimated to be approximately \$26,996 per month in the existing passenger terminal based on activity levels.

MOTION

Commissioner Quintero moved approval: seconded by Commissioner Gabel-Luddy.

MOTION APPROVED

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

AYES: Najarian, Talamantes, Quintero,

Ovrom, Gabel-Luddy, Williams

and Wilson

NOES: None

ABSENT: Commissioner Asatryan,

Commissioner Hampton

d. Aid in Construction Payment **Deposits Replacement Passenger Termina Project**

At its meeting on August 7, 2024, the Executive Committee voted (2-0, 1 absent) to recommend that the Commission approve two Aid-in-Construction deposit requests from the City of Burbank for: 1) \$860,000 for Phase 1 (3.5 MVA Temporary Power) engineering and balance of 12kV distribution materials and labor to bring temporary power to the Replacement Passenger Terminal ("RPT") Project site. This phase is expected to be complete by November 2024; and 2) \$100,000 for Phase 2 (17 MVA temporary power) engineering to bring temporary power to the RPT Project site. This phase is expected to be

complete by May 2025.

Commissioner Gabel-Luddy moved approval;

seconded by Commissioner Quintero.

MOTION APPROVED

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

AYES: Najarian, Talamantes, Quintero,

Ovrom, Gabel-Luddy, Williams

and Wilson

NOES: None

MOTION

ABSENT: Commissioner Asatryan, Commissioner Hampton

e. Citizen's Advisory Committee

At its meeting immediately preceding the Commission meeting, the Legal, Government and Environmental Affairs Committee voted (3–0) to recommend to the Commission that this item be continued to the next regularly scheduled meeting because the City of Pasadena is still in the process of vetting its nominees to the Committee.

MOTION

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

MOTION APPROVED

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

AYES: Najarian, Talamantes, Quintero,

Ovrom, Gabel-Luddy, Williams

and Wilson

NOES: None

ABSENT: Commissioner Asatryan,

Commissioner Hampton

f. Replacement Vehicle Acquisition Authorization

Due to time sensitivity in responding quickly when vehicles are available to procure, Staff requested that the Commission authorize the issuance of Purchase Orders for the remaining two Police and six other department vehicles programmed for FY 2025 budget up

to the \$975,000 appropriations limit.

The adopted FY 2025 budget includes appropriations in the amount of \$975,000 to provide funding for ten vehicles, including the ARFF utility truck previously approved by the

Commission.

Commissioner Talamantes moved approval;

seconded by Commissioner Williams.

MOTION APPROVED

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

AYES: Najarian, Talamantes, Quintero,

Ovrom, Gabel-Luddy, Williams

and Wilson

MOTION

NOES: None

ABSENT: Commissioner Asatryan,

Commissioner Hampton

7. ITEMS FOR COMMISSION INFORMATION

b. World Day Against Trafficking in Persons - Update Staff made a presentation updating the Commission of preparations being made at the Airport to assist the Bay Area Anti-Trafficking Coalition (a non-profit anti-trafficking agency which was created in 2011) in disrupting the human trafficking business.

At the request of Commissioner Ovrom, Item No. 10 was taken out of order.

10. EXECUTIVE DIRECTOR COMMENTS

The following comments were made by the Executive Director:

a. Introduction of New Staff (Chief of Staff)

The Executive Director introduced Greg Rabinowitz as the newly appointed Chief of Staff.

b. LEEDS Application Status - RPT

Staff informed the Commission and answered questions regarding the steps involved in attaining LEED Certification.

c. Issuance of RFP for Concessions

The Executive Director informed the Commission that RFPs for the Concessions program at the Replacement Passenger Terminal.

d. Art in Public Places Installation

The Art panels for the Regional Intermodal Transportation Center have begun to be installed.

e. Air Taxi Service Update

In July, Archer Aviation and Southwest
Airlines signed a Memorandum of
Understanding to develop Air Taxi Networks in
Southern California. Hollywood Burbank
Airport has not been in contact with Archer
Aviation regarding this matter.

f. JetBlue Suspension

JetBlue air service has been halted while they undergo a restructuring of their routes strategy which will take place October 26, 2024.

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

Commission Williams informed the Commission of her desire to invite Aaron Beason, the head of innovation at Lisbon Airport, which is one of Vinci Airports' holdings to make a presentation to the Commission on some of the latest biometrics taking place in Europe. The Commissioner met him during a trip to Portugal with the Executive Director and other staff.

Commissioner Najarian suggested that Staff be aware of preparations to undertake for the 2028 Olympics to be held in Los Angeles.

8. CLOSED SESSION

The meeting convened to Close Session at

10:53 a.m.

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

Title: Executive Director

Meeting reconvened to Open

Session

The meeting was reconvened to Open

Session at 11:57 a.m. with all 7

Commissioners present.

Closed Session Report There was nothing to report from Closed

Session.

9. ITEMS PULLED FROM CONSENT

CALENDAR

There were no items pulled for discussion.

12. PUBLIC COMMENTThere were no public comments.

13. ADJOURNMENT The meeting was adjourned at 11:57 a.m.

Ara Najarian, President Tyron Hampton, Secretary

Date Date

September 16, 2024

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

Dear Commissioners:

The attached report, covering the month of May 2024, 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 May 31, 2024

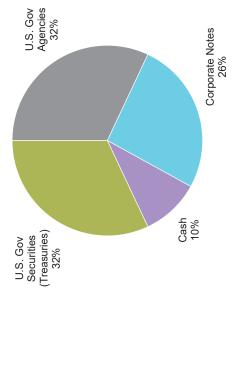
	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	2.53 Years	%02	32%
Corporate Notes	5 Years	3.38 Years	30%	26%
LAIF	N/A	A/N	\$20mil	N/A
Bankers Acceptance	6 Months	A/N	15%	N/A
Negotiable Certificates of Deposit	5 Years	A/N	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	A/N	15%	N/A
Commercial Paper	270 Days	A/N	15%	N/A
Repurchase Agreements	1 Year	A/N	10%	N/A
Money Market Fund	N/A	N/A	15%	10%
U.S. Gov Securities (Treasuries)	5 Years	3.08 Years	No limit	32%



Maturity distribution

3-4 Years

2-3 Years 12%



<6 Months 26%

1-2 Years 34%

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

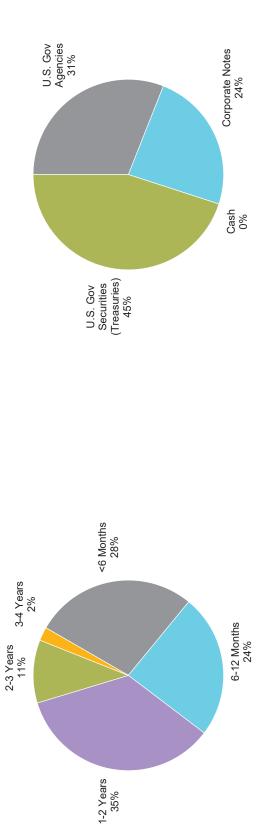
6-12 Months 24%



PFC Portfolio investment guidelines conformance As of May 31, 2024

COLUMBIA THREADNEEDLE INVESTMENTS

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	2.53 Years	%02	31%
Corporate Notes	5 Years	3.38 Years	30%	24%
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%	%0
U.S. Gov Securities (Treasuries)	5 Years	3.08 Years	No limit	45%



Sector allocation

Maturity distribution

Source: Aladdin The investment objective will be achieved or that return expectations will be met.

Φ	Type of			- 1									
	Investment	CUSIP	Coupon	Maturity F Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	ΧL	Days to Eff. Mat.	% Mkt Value
– – .	Freasury	BAX9MM47	0.000	05/31/24	05/31/24 \$	23,538,704	\$ 23,538,704	100.00	' '	. ↔	%	0	9.91%
– – .	Bill	9112797FS1	0.000	06/13/24	06/13/24	7,000,000	6,970,641	99.85	6,989,768	19,127	2.36%	13	2.94%
. – – ,	Truist Financial Corp	89788MAF9	5.320	06/09/25	06/29/24	2,100,000	2,089,173	66.66	2,099,816	10,643	2.85%	29	0.88%
	Target Corporation	87612EBD7	3.500	07/01/24	07/01/24	1,750,000	1,831,278	99.84	1,747,145	(84,133)	5.39%	31	0.74%
	Bank of America Corp	06051GLA5	4.830	07/22/26	07/22/24	2,300,000	2,271,572	99.02	2,277,376	5,804	6.37%	52	%96.0
	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	1,900,000	2,025,714	09.66	1,892,421	(133,293)	5.48%	99	0.80%
	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	08/04/24	2,625,000	2,344,402	92.83	2,436,832	92,430	5.75%	65	1.03%
10/31/19 Honeywe	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	1,600,000	1,646,699	99.29	1,588,688	(58,011)	5.74%	92	0.67%
06/30/21 Treasury Note	Note	9128282U3	1.875	08/31/24	08/31/24	13,000,000	13,567,227	99.15	12,889,297	(677,930)	5.30%	92	5.43%
05/20/21 United Pa	United Parcel Service	911312BT2	2.200	09/01/24	09/01/24	1,571,000	1,637,949	99.10	1,556,822	(81,127)	5.83%	93	%99.0
06/20/23 FFCB		3133EPDE2	5.380	09/09/24	09/09/24	6,500,000	6,511,850	99.95	6,496,852	(14,998)	5.49%	101	2.74%
12/23/22 Morgan Stanley	Stanley	61747YEX9	6.140	10/16/26	10/18/24	2,300,000	2,354,302	100.77	2,317,664	(36,638)	6.20%	140	0.98%
02/12/20 PNC Fun	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	2,000,000	2,150,631	99.04	1,980,841	(169,790)	5.64%	152	0.83%
01/27/22 FHLB		3130A3GE8	2.750	12/13/24	12/13/24	2,200,000	2,281,046	98.65	2,170,284	(110,762)	5.35%	196	0.91%
01/27/22 Treasury Note	Note	91282CDN8	1.000	12/15/24	12/15/24	2,000,000	1,977,266	97.76	1,955,156	(22,110)	5.26%	198	0.82%
	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	1,450,000	1,518,887	98.12	1,422,719	(96,168)	5.64%	198	%09.0
01/06/22 FFCB		3133ENKS8	1.130	01/06/25	01/06/25	1,540,000	1,536,535	97.55	1,502,212	(34,323)	5.35%	220	0.63%
12/10/21 Federal N	Federal National Mortgage Assoc	3135G0X24	1.630	01/07/25	01/07/25	1,500,000	1,527,600	98.76	1,467,897	(59,703)	5.29%	221	0.62%
05/11/22 Apple Inc		037833DF4	2.750	01/13/25	01/13/25	1,700,000	1,691,920	98.43	1,673,280	(18,640)	5.37%	227	0.70%
03/29/21 US Bank	US Bank NA/Cincinnati	90331HPL1	2.050	01/21/25	01/21/25	2,000,000	2,069,895	97.77	1,955,472	(114,423)	5.64%	235	0.82%
09/15/22 Merck & Co Inc	Co Inc	58933YAR6	2.750	02/10/25	02/10/25	1,825,000	1,770,464	98.18	1,791,709	21,245	5.47%	255	0.75%
	FHLMC Reference Note	3137EAEP0	1.500	02/12/25	02/12/25	7,000,000	7,082,816	97.40	6,817,912	(264,904)	5.35%	257	2.87%
03/04/22 FFCB		3133ENPY0	1.750	02/25/25	02/25/25	1,750,000	1,753,833	97.44	1,705,240	(48,593)	2.35%	270	0.72%
12/22/20 Exxon Mobil Corp	obil Corp	30231GAF9	2.709	03/06/25	03/06/25	1,825,000	1,939,204	94.98	1,788,169	(151,035)	5.44%	279	0.75%
		3130A4CH3	2.380	03/14/25	03/14/25	250,000	273,060	97.80	244,504	(28,556)	5.26%	287	0.10%
	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	1,875,000	2,048,908	98.23	1,841,792	(207,116)	5.47%	288	0.78%
05/12/20 Intel Corp	0	458140BP4	3.400	03/25/25	03/25/25	1,000,000	1,106,180	98.43	984,336	(121,844)	5.38%	298	0.41%
09/30/21 Treasury Note	Note	912828ZF0	0.050	03/31/25	03/31/25	2,300,000	2,287,242	96.23	2,213,301	(73,941)	5.18%	304	0.93%
05/05/20 Florida Po	Florida Power & Light Company	341081FZ5	2.850	04/01/25	04/01/25	1,000,000	1,086,930	98.02	980,187	(106,743)	5.31%	305	0.41%
	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	250,000	274,895	98.23	245,570	(29,325)	5.45%	305	0.10%
	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	7,000,000	7,032,434	96.03	6,722,413	(310,021)	5.22%	318	2.83%
05/04/22 Home Depot Inc	spot Inc	437076CM2	2.700	04/15/25	04/15/25	1,800,000	1,770,312	97.76	1,759,719	(10,593)	2.36%	319	0.74%
		3135G03U5	0.630	04/22/25	04/22/25	9,500,000	9,317,379	96.02	9,121,728	(195,651)	5.25%	326	3.84%
	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	1,800,000	1,801,335	98.25	1,768,459	(32,876)	5.31%	347	0.74%
05/11/21 General [General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	1,400,000	1,514,257	98.31	1,376,274	(137,983)	5.34%	349	0.58%

Purchase	Type of			Maturity	Eff Mat.	Par	Purchase	Market	Market	Unrealized		Days to	% Mkt
	Investment	CUSIP	Conbon	Date	Date	Value	Cost	Price	Value	Gain/Loss	ΜL	Eff. Mat.	Value
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	1,700,000	1,751,887	98.26	1,670,470	(81,417)	5.31%	354	0.70%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	2,000,000	1,956,882	95.68	1,913,646	(43,236)	5.33%	362	0.81%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	1,400,000	1,388,338	98.30	1,376,228	(12,110)	5.20%	380	0.58%
. 08/02/30	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	10,000,000	9,874,566	94.94	9,493,750	(380,816)	5.12%	395	4.00%
. 09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	5,000,000	4,843,262	97.70	4,884,766	41,504	5.13%	410	2.06%
11/19/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	625,000	690,233	98.11	613,190	(77,043)	5.40%	424	0.26%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	2,000,000	2,225,136	98.13	1,962,633	(262,503)	5.15%	444	0.83%
09/25/20	FNMA Benchmark Note	3135G05X7	0.375	08/25/25	08/25/25	3,500,000	3,493,350	94.46	3,306,034	(187,316)	2.07%	451	1.39%
06/14/22	Burlington Northem Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	1,375,000	1,360,702	96.76	1,346,952	(13,750)	5.35%	458	0.57%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	1,900,000	1,899,060	98.58	1,872,929	(26,131)	5.22%	465	0.79%
09/29/22	FFCB	3133ENP95	4.250	09/30/25	09/30/25	7,000,000	6,978,380	98.78	6,914,840	(63,540)	5.20%	487	2.91%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	12,000,000	11,848,980	93.81	11,257,248	(591,732)	5.03%	525	4.74%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	1,784,000	1,840,277	97.55	1,740,300	(99,977)	5.14%	594	0.73%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,750,000	1,582,610	92.88	1,625,344	42,734	5.24%	209	0.68%
12/23/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	10,000,000	9,073,164	92.65	9,264,844	191,680	4.94%	638	3.90%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	3,900,000	3,541,043	92.95	3,624,952	83,909	5.20%	643	1.53%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	1,975,000	1,990,956	93.64	1,849,465	(141,491)	5.30%	648	0.78%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	7,250,000	7,189,318	98.51	7,142,304	(47,014)	2.00%	651	3.01%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	1,500,000	1,470,312	97.27	1,459,092	(11,220)	5.33%	029	0.61%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	1,625,000	1,672,301	95.04	1,544,398	(127,903)	5.36%	200	0.65%
	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,761	93.60	935,993	(115,768)	4.88%	833	0.39%
	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	1,225,000	1,140,325	93.69	1,147,714	7,389	5.21%	837	0.48%
	Pepsico Inc	713448DN5	2.380	10/06/26	10/06/26	1,100,000	1,012,440	94.25	1,036,781	24,341	2.00%	828	0.44%
	Treasury Note	912828U24	2.000	11/15/26	11/15/26	10,000,000	9,353,945	93.69	9,368,750	14,805	4.75%	868	3.95%
06/28/23	Duke Energy Carolinas	26442CAS3	2.950	12/01/26	12/01/26	1,000,000	944,820	95.00	950,048	5,228	5.10%	914	0.40%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	3,800,000	3,910,845	93.64	3,558,167	(352,678)	4.83%	924	1.50%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	10,000,000	8,842,265	86.38	8,937,500	95,235	4.67%	1034	3.76%
05/11/23	Chevron Corp	166764BX7	2.300	05/11/27	05/11/27	2,000,000	1,844,151	92.10	1,841,908	(2,243)	4.91%	1075	0.78%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	10,000,000	8,761,015	88.24	8,824,218	63,203	4.64%	1125	3.72%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	2,000,000	1,863,019	93.59	1,871,728	8,709	5.04%	1232	0.79%
		Subtotal			I	\$ 241,558,704	\$ 237,997,883	₩	\$ 232,656,751	\$ (5,341,132)	5.22%	411	%26.76
-	Local Agency Investment Fund (LAIF)					4,849,541	4,849,541	99.42	4,821,371	(28,170)	4.33%	233	2.03%
					1								

		Δ.	urbank-Gl	endale-Pa	asadena Airport Authority Statement of Investments As of 05/31/24	na Airport Autho nent of Investme As of 05/31/24	Burbank-Glendale-Pasadena Airport Authority - Operating Account Statement of Investments As of 05/31/24	g Account				
Purchase	Type of			Maturity	rity Eff Mat.	Par	Purchase Market		Market	Unrealized	Days to % Mkt	% Mkt
Date	Investment	CUSIP	Coupon Date	Date	Date	Value	Cost	Price	Value	Gain/Loss	YTM Eff. Mat. Value	Value
Oper	Operating Bank Balance						26,779,143					
		TOTAL					\$ 269,626,567					

										Gain / (Loss)	.	 •
										Purchase Cost		· ·
		Prepaid Interest				Gain /	21,860.50 (144,538.25)	(122,677.75)		Sale Amount	1. 1	
Account		Purchase Cost	99.57648 \$ 4.978.823.96 \$ 99.59085 1,991,817.00	\$ 6,970,640.96 \$		Purchase	\$ 4,778,139.50 \$ 2,144,538.25	\$ 6,922,677.75 \$		Sale Price	₩	€9
Burbank-Glendale-Pasadena Airport Authority - Operating Account Statement of Purchases - Maturities - Sales As of 05/31/24		Purchase Price	99.57648 99.59085			Purchase	99.54457 {		ELIVERS	Par Value		
na Airport Autho urchases - Matu As of 05/31/24	PURCHASES	Par Value	\$ 5,000,000.00 2,000,000.00	\$ 7,000,000.00	SHEGHTAM	Par	\$ 4,800,000.00 2,000,000.00	\$ 6,800,000.00	SALES / REDEMPTIONS / DELIVERS	Sale Date		
-Pasadena nent of Pur As	۵	Maturity Date	06/13/24		2	Maturity	Date 05/14/24 05/15/24		LES / RED	Maturity Date	1	
k-Glendale Staten		Coupon	00000				0.000 3.400		SA	Coupon	,	
Burban		CUSIP	9112797FS1 9112797FS1				912797JW8 06406HCV9			CUSIP		
		Type of Investment	Treasury Bill	CHASES		Type of	Treasury Bill Bank Of New York Mellon Corp	URITIES		Type of Investment		
		Purchase Date	05/14/24 Tr 05/15/24 Tr	TOTAL PURCHASES		Purchase	03/16/21 Ba	TOTAL MATURITIES		Purchase Date		

		Burbank-Glen	k-Glendale	-Pasadena A	irport Author	dale-Pasadena Airport Authority - Operating Account	Account			
				Earni 05/01/	Earnings Report 05/01/24-05/31/24					
					Realized	Interest				Adjusted
Type of			Maturity	Previous	Interest	Paid At	Current	Interest	Amrt/Accrt	Total Int.
Investment	Type	Coupon	Date	Accrual	For Period	Purc/Recv	Accrual	Earned	For Period	Earned
FIXED INCOME										
Treasury Bill	NOTE	0.000	05/14/24	•	•	•		1		•
Bank Of New York Mellon Corp	NOTE	3.400	05/15/24	31,355.56	34,000.00	•		2,644.44		2,644.44
Treasury Bill	NOTE	0.000	06/13/24	•	•	•		•	17,089.54	17,089.54
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	41,066.58	•	•	61,599.86	20,533.28	(15,197.95)	5,335.33
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	7,540.98	•	•	9,234.97	1,693.99	669.93	2,363.92
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	1	•	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	,		8,166.67	2,552.09	(107.65)	2,444.44
Exxon Mobil Corp	NOTE	2.709	03/06/25	7,553.22	1	•	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	1	•	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	974.04	•	•	1,948.09	974.05	309.70	1,283.75
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
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
FINMA	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

					Realized	Interest				Adjusted
Type of			Maturity	Previous	Interest	Paid At	Current	Interest	Amrt/Accrt	Total Int.
Investment	Type	Coupon	Date	Accrual	For Period	Purc/Recv	Accrual	Earned	For Period	Earned
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	18,704.26	•	•	27,093.34	8,389.08	461.95	8,851.03
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	8,379.12	1	,	10,508.24	2,129.12	4,249.16	6,378.28
Treasury Note	NOTE	3.000	07/15/25	44,093.41	,	,	56,868.13	12,774.72	5,241.91	18,016.63
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	•	٠	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	8,423.91	•	•	12,635.87	4,211.96	27,765.46	31,977.42
FHLB	NOTE	0.960	03/05/26	5,824.00	1	1	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	1	•	•	3,520.83	3,520.83	(841.90)	2,678.93
Bank of America Corp	NOTE	4.830	07/22/26	30,530.78	1	1	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	1	1	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	92,307.69	100,000.00	•	9,239.13	16,931.44	15,173.30	32,104.74
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
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	5,293.72	•	•	10,587.43	5,293.71	24,443.73	29,737.44
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	16,758.24	1	1	21,016.48	4,258.24	25,052.17	29,310.41
Unitedhealth Group Inc	NOTE	2.950	10/15/27	2,622.22	•	-	7,538.89	4,916.67	2,527.50	7,444.17

		Burban	k-Glendale	9-Pasadena d Earn 05/01	Burbank-Glendale-Pasadena Airport Authority - Operating Account Earnings Report 05/01/24-05/31/24	rity - Operati	ng Account			
Type of Investment	Туре	Matu Type Coupon Dat	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest	Amrt/Accrt For Period	Adjusted t Total Int. I Earned
CASH EQUIVALENTS Dreyfus Treasury				,	95,775.07	,		95,775.07	- 2	95,775.07
	Subtotal				\$ 95,775.07	- - - -	· •	\$ 95,775.07	- \$ 2	\$ 95,775.07
LAIF Local Agency Investment Fund				27,172.68	'	,	57,892.44	30,719.76		30,719.76
	TOTAL		l	\$ 934,090.64	\$ 934,090.64 \$ 386,900.07	ا ج	\$ 1,025,489.69	\$ 478,299.1	\$1,025,489.69 \$ 478,299.12 \$ 107,942.89 \$ 586,242.01	9 \$ 586,242.0

05/31/24 Dre 05/02/24 Tre 06/14/24 Tre 03/03/22 Tru 01/18/22 Tar 01/11/23 Bar 11/03/20 Bris		CUSIP	Compon	Maturity Date	Eff Mat. Date	Par	Purchase	Market	Market	Unrealized Gain/Loss	ME A	Days to	% Mkt
	Drevfus Trsv Sec CM Investor	09248U718	0.000	05/31/24	05/31/24 \$	67.428	\$ 67.428	100.00		9	%	0	0.12%
	Treasury Bill	912797JZ1	0.000	06/04/24	06/04/24	7,375,000	7,340,475	66.66	7,373,926	33,451	5.33%	4	13.06%
	Treasury Bill	912797FS1	0.000	06/13/24	06/13/24	4,150,000	4,132,492	99.85	4,143,934	11,442	5.36%	13	7.34%
	Truist Financial Corp	89788MAF9	2.280	06/09/25	06/29/24	200,000	497,792	66.66	499,956	2,164	5.85%	29	0.89%
	Target Corporation	87612EBD7	3.500	07/01/24	07/01/24	425,000	446,008	99.84	424,307	(21,701)	5.39%	31	0.75%
	Bank of America Corp	06051GLA5	4.830	07/22/26	07/22/24	495,000	490,179	99.02	490,131	(48)	6.37%	52	0.87%
	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	450,000	480,768	09.66	448,205	(32,563)	5.48%	99	0.79%
	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	08/04/24	000'009	533,574	92.83	556,990	23,416	2.75%	99	0.99%
10/31/19 Hor	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	390,000	399,138	99.29	387,243	(11,895)	5.74%	9/	%69.0
06/30/21 Tre	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	1,600,000	1,669,813	99.15	1,586,375	(83,438)	2.30%	92	2.81%
05/20/21 Uni	United Parcel Service	911312BT2	2.200	09/01/24	09/01/24	374,000	391,124	99.10	370,625	(20,499)	5.83%	93	%99.0
12/23/22 Mor	Morgan Stanley	61747YEX9	6.140	10/16/26	10/18/24	525,000	538,418	100.77	529,032	(9,386)	6.20%	140	0.94%
02/12/20 PN(PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	325,000	345,449	99.04	321,887	(23,562)	5.64%	152	0.57%
09/24/20 Wis	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	350,000	368,382	98.12	343,415	(24,967)	5.64%	198	0.61%
01/06/22 FFC	FFCB	3133ENKS8	1.130	01/06/25	01/06/25	460,000	458,965	97.55	448,713	(10,252)	5.35%	220	0.79%
12/10/21 Fec	Federal National Mortgage Assoc	3135G0X24	1.630	01/07/25	01/07/25	1,750,000	1,782,200	98.76	1,712,547	(69,653)	5.29%	221	3.03%
05/11/22 App	Apple Inc	037833DF4	2.750	01/13/25	01/13/25	425,000	422,980	98.43	418,320	(4,660)	5.37%	227	0.74%
02/17/22 US	US Bank NA/Cincinnati	90331HPL1	2.050	01/21/25	01/21/25	475,000	475,751	77.76	464,425	(11,326)	5.64%	235	0.82%
09/15/22 Mer	Merck & Co Inc	58933YAR6	2.750	02/10/25	02/10/25	434,000	421,031	98.18	426,083	5,052	5.47%	255	0.75%
01/06/22 FHI	FHLMC Reference Note	3137EAEP0	1.500	02/12/25	02/12/25	1,750,000	1,765,705	97.40	1,704,478	(61,227)	5.35%	257	3.02%
03/04/22 FFC	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,250,000	1,252,738	97.44	1,218,029	(34,709)	5.35%	270	2.16%
12/22/20 Exx	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	450,000	474,519	95.76	440,918	(33,601)	5.44%	279	0.78%
11/03/20 Ace	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	435,000	474,791	98.23	427,296	(47,495)	5.47%	288	0.76%
	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	1,600,000	1,591,125	96.23	1,539,688	_	5.18%	304	2.73%
02/12/21 Ger	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	20,000	54,979	98.23	49,114	(5,865)	5.45%	305	0.09%
09/28/20 Fec	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	1,450,000	1,453,984	96.03	1,392,500	(61,484)	5.22%	318	2.47%
05/04/22 Hor	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	425,000	418,714	97.76	415,489	(3,225)	2.36%	319	0.74%
12/01/21 FNI	FNMA	3135G03U5	0.630	04/22/25	04/22/25	1,225,000	1,190,032	96.02	1,176,223	(13,809)	5.25%	326	2.08%
06/06/22 Cat	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	425,000	426,632	98.25	417,553	(9,079)	5.31%	347	0.74%
05/11/21 Ger	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	350,000	380,073	98.31	344,069	(36,004)	5.34%	349	0.61%
02/10/22 Qua	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	400,000	412,594	98.26	393,052	(19,542)	5.31%	354	0.70%
12/15/21 Pfiz	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	475,000	466,704	95.68	454,491	(12,213)	5.33%	362	0.80%
06/15/22 Ciso	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	400,000	397,604	98.30	393,208	(4,396)	5.20%	380	0.70%
09/01/22 Tre	Treasury Note	91282CEU1	2.875	06/15/25	06/15/25	1,600,000	1,571,813	69.76	1,563,000	(8,813)	5.18%	380	2.77%
11/17/20 Tre	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	1,750,000	1,710,434	94.94	1,661,406	(49,028)	5.12%	395	2.94%

Purchase	Type of			Maturity	Eff Mat.	Par	Purchase	Market	Market	Unrealized		Davs to	% Mkt
Date	Investment	CUSIP	Coupon	Date	Date	Value	Cost	Price	Value	Gain/Loss	ΥTΜ	Eff. Mat.	Value
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	1,200,000	1,162,125	97.70	1,172,344	10,219	5.13%	410	2.08%
09/25/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	400,000	447,035	98.11	392,441	(54,594)	5.40%	424	0.69%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	475,000	531,317	98.13	466,125	(65,192)	5.15%	444	0.83%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	325,000	322,095	96.76	318,370	(3,725)	5.35%	458	0.56%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	425,000	425,519	98.58	418,945	(6,574)	5.22%	465	0.74%
10/11/22	FFCB	3133ENP95	4.250	09/30/25	09/30/25	1,000,000	995,940	98.78	987,834	(8,106)	5.20%	487	1.75%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	3,155,000	3,140,117	93.81	2,959,718	(180,399)	5.03%	525	5.24%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	415,000	432,814	97.55	404,834	(27,980)	5.14%	594	0.72%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,050,000	949,566	92.88	975,206	25,640	5.24%	209	1.73%
12/06/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	1,400,000	1,269,855	92.65	1,297,078	27,223	4.94%	638	2.30%
06/20/23	FFCB	3133EPCF0	4.500	03/02/26	03/02/26	2,000,000	2,003,788	99.10	1,981,999	(21,789)	5.04%	640	3.51%
01/19/23	FHLB	3130ALHH0	096.0	03/05/26	03/05/26	000,006	817,164	92.95	836,527	19,363	5.20%	643	1.48%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	450,000	455,338	93.64	421,397	(33,941)	2.30%	648	0.75%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	1,250,000	1,239,538	98.51	1,231,432	(8,106)	2.00%	651	2.18%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	300,000	294,711	97.27	291,818	(2,893)	5.33%	029	0.52%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	375,000	389,284	95.04	356,400	(32,884)	2.36%	200	0.63%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	300,000	315,528	93.60	280,798	(34,730)	4.88%	833	0.50%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	300,000	279,264	93.69	281,073	1,809	5.21%	837	0.50%
03/01/23	Pepsico Inc	713448DN5	2.380	10/06/26	10/06/26	450,000	414,180	94.25	424,138	9,958	2.00%	828	0.75%
05/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	2,100,000	1,986,468	69.86	1,967,438	(19,030)	4.75%	868	3.48%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	700,000	720,418	93.64	655,452	(64,966)	4.83%	924	1.16%
01/31/23	Treasury Note	912828ZE3	0.630	03/01/27	03/01/27	2,250,000	1,984,481	86.38	2,010,937	26,456	4.67%	1004	3.56%
05/11/23	Chevron Corp	166764BX7	2.000	05/11/27	05/11/27	475,000	442,085	92.10	437,452	(4,633)	4.91%	1075	0.77%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	1,000,000	875,741	88.24	882,421	089'9	4.64%	1125	1.56%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	450,000	416,654	93.59	421,138	4,484	5.04%	1232	0.75%
		Subtotal			₩	58,350,428	\$ 57,615,433	\$	5 56,477,371	\$ (1,138,062)	5.23%	376	100.00%
	PFC Bank Balance						7,274,410						

		Burbar	nk-Glendale	9-Pasaden	Burbank-Glendale-Pasadena Airport Authority - PFC Account	ority - PFC Ac	count			
			Stateme	nt of Purch As c	Statement of Purchases - Maturities - Sales As of 05/31/24	ies - Sales				
				PUF	PURCHASES					
Purchase	Type of			Maturity	Par	Purchase	Purchase	Prepaid		
	Investment	CUSIP	Conbon	Date	Value	Price	Cost	Interest		
	/ Bill	912797JZ1	0.000		\$ 7,375,000.00		\$ 7,340,475.17	- \$		
	/ Bill	912797FS1	0.000	06/13/24	3,675,000.00	99.57648	3,659,435.61			
06/14/24 Treasury Bill	/ Bill	912797FS1	0.000	06/13/24	475,000.00	99.59085	473,056.54			
							•			
							1			
TOTAL PURCHASES	SES			97	\$ 11,525,000.00		\$ 11,472,967.32	- \$		
				MA	MATURITIES					
Purchase	Type of			Maturity	Par	Purchase	Purchase	Gain /		
Date	Investment	CUSIP	Coupon	Date	Value	Price	Cost	(Loss)		
04/03/24 Treasury Bill	/ Bill	912797HH3	0.000	05/02/24 \$	7,300,000.00	99.59128	\$ 7,270,163.28	\$ 29,836.72		
	/ Bill	912797JW8	0.000	05/14/24	3,650,000.00	99.59143	3,635,087.26	14,912.74		
03/16/21 Bank Of	Bank Of New York Mellon Corp	06406HCV9	3.400	05/15/24	475,000.00	107.41968	510,243.50	(35,243.50)		
TOTAL MATURITIES	IES			97	\$ 11,425,000.00		\$ 11,415,494.04	\$ 9,505.96		
			SALE	S / REDEN	SALES / REDEMPTIONS / DELIVERS	IVERS				
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
								· +		
								1		•
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						·		· •	· •	-

		Burba	ank-Glenda	ale-Pasadena Earnii 05/01//	adena Airport Auth Earnings Report 05/01/24-05/31/24	Burbank-Glendale-Pasadena Airport Authority - PFC Account Earnings Report 05/01/24-05/31/24	count			
					Realized	Interest				Adjusted
Type of Investment	Tvpe	Collinon	Maturity Date	Previous	Interest For Period	Paid At	Current	Interest	Amrt/Accrt For Period	Total Int.
FIXED INCOME	296.	5	2		5				5	5
Bank Of New York Mellon Corp	NOTE	3.400	05/15/24	7,446.94	8,075.00	•	,	628.06	•	628.06
Treasury Bill	NOTE	0.000	06/04/24	•			•	•	31,288.13	31,288.13
Treasury Bill	NOTE	0.000	06/13/24	•		•	,	•	10,234.50	10,234.50
Target Corporation	NOTE	3.500	07/01/24	4,958.33	1	•	6,197.92	1,239.59	(719.16)	520.43
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	3,443.75	1	1	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	5,054.35	1	•	7,581.52	2,527.17	(1,870.52)	656.65
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	(328.06)	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	1	•	11,375.00	2,369.79	(875.00)	1,494.79
Apple Inc	NOTE	2.750	01/13/25	3,506.25	1	•	4,480.21	973.96	63.13	1,037.09
US Bank NA/Cincinnati	NOTE	2.050	01/21/25	2,704.86	1	•	3,516.32	811.46	(21.46)	790.00
Merck & Co Inc	NOTE	2.750	02/10/25	2,685.38	1	•	3,679.96	994.58	451.89	1,446.47
FHLMC Reference Note	NOTE	1.500	02/12/25	5,760.42	1	•	7,947.92	2,187.50	(423.98)	1,763.52
FFCB	NOTE	1.750	02/25/25	4,010.42	1	•	5,833.33	1,822.91	(76.90)	1,746.01
Exxon Mobil Corp	NOTE	2.709	03/06/25	1,862.44	1	•	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	09.779	1	•	1,355.19	677.59	215.45	893.04
General Dynamics Corporation	NOTE	3.250	04/01/25	135.42	1	•	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	•	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	1	544.44	1,020.83	(635.58)	385.25
Qualcomm Incorporated	NOTE	3.450	05/20/25	6,171.67	6,900.00	1	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
Truist Financial Corp	NOTE	2.280	06/09/25	4,453.39	1	1	6,450.80	1,997.41	95.62	2,093.03
Cisco Systems Inc	NOTE	3.500	06/15/25	5,288.89	•	•	6,455.56	1,166.67	89.99	1,233.35
Treasury Note	NOTE	2.875	06/15/25	17,344.26	•		21,240.44	3,896.18	859.21	4,755.39
Treasury Note	NOTE	0.250	06/30/25	1,466.35	•		1,838.94	372.59	933.67	1,306.26
Treasury Note	NOTE	3.000	07/15/25	10,582.42	,		13,648.35	3,065.93	1,155.63	4,221.56

		Burba	ank-Glenda	ale-Pasadena Earnii 05/01/	Burbank-Glendale-Pasadena Airport Authority - PFC Account Earnings Report 05/01/24-05/31/24	ority - PFC A	ccount			
					Realized	Interest				Adjusted
Type of			Maturity	Previous	Interest	Paid At	Current	Interest	Amrt/Accrt	Total Int.
Investment	Type C	Coupon	Date	Accrual	For Period	Purc/Recv	Accrual	Earned	For Period	Earned
Intel Corp	NOTE	3.700	07/29/25	3,782.22	1		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	1,179.35	1	•	1,769.02	589.67	3,731.37	4,321.04
FFCB	NOTE	4.500	03/02/26	14,750.00	1	•	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	•	1,518.75	562.50	(98.18)	464.32
FHLB	NOTE	4.130	03/13/26	6,875.00	1	•	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	•	1	•	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	19,384.62	21,000.00	1	1,940.22	3,555.60	2,738.89	6,294.49
FHLB	NOTE	2.130	12/11/26	5,784.72	1	,	7,024.31	1,239.59	(346.67)	892.92
JP Morgan Chase & CO	NOTE	1.040	02/04/27	1,508.00	•	1	2,028.00	520.00	1,377.18	1,897.18
Treasury Note	NOTE	0.630	03/01/27	1,191.09	•	•	2,382.17	1,191.08	5,418.73	6,609.81
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	1,675.82	1	•	2,101.65	425.83	2,458.20	2,884.03
Unitedhealth Group Inc	NOTE	2.950	10/15/27	590.00	•	•	1,696.25	1,106.25	596.16	1,702.41
	Subtotal		5,	\$ 221,202.70	\$ 63,850.63	· \$	\$ 237,313.72	\$ 79,961.65	\$ 59,014.25	\$ 138,975.90
CASH EQUIVALENTS										
Dreyfus Trsy Sec CM Investor			I	1	2,544.78			2,544.78		2,544.78
	Subtotal			' \$	\$ 2,544.78	· \$	· •	\$ 2,544.78	' \$	\$ 2,544.78
	TOTAL		J	\$ 224 202 70	\$ 66 395 41	<i>\</i>	\$ 237 343 72	\$ 82 506 43	\$ 59 014 25	¢ 141 520 68
	7					•	27.010,103	Т	03,014.20	

					MONTH AND ELEVEN MONTHS ENDED MAY 31, 2024 & 2023	31, 2024 & 2023				
<u> </u>					May 2024					
		Monthly F	Monthly Performance			Fiscal	Fiscal YTD Performance (July 2023 - May 2024)	ce (July 2023 -	- May 2	124)
	4	В	C			L	ტ	Ŧ	_	٦
	Actual \$ May 2024	Budget May 2024	Actual \$ Prior Year May 2023 Note	Variance Actual Vs. te Budget	ance al Vs. Iget	Fiscal	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD N	/ Note	Variance Actual Vs. Budget
					OPERATING ACTIVITY CASH RECEIPTS FROM OPERATIONS	6				
	\$330,548	\$436,500			(\$105,952) Landing/Fuel Fees	\$4,270,049		\$4,736,887	(2)	(\$143,451)
0 0	2,626,107	2,443,506				27,146,177		27,231,879	(3)	2,139,683
	1,334,776	1,393,326	1,647,020 (4)		199,432 Rental/Concession Receipts - Leminal building		14,209,510	14 886 001	(5)	799 309
	339,291	314,000				3,644,403	3,176,000	3,317,296	(9)	468,403
	129,536	92,250		3			932,750	1,157,351	6	824,314
	\$6.618.640	\$6.401.719	\$7.073.380 (1)		(109,949) IIIVestillellt Receipts - Heasulei/Other IIIterest Earlied \$216,921	\$72,084,545	9\$	\$71.925.330) () ()	\$4.736.267
				•		•	r			
6 ;	(\$127,071)	(\$148,954)	(\$152,728) (10)			(\$1,333,705)	97		(10)	\$129,795
2 =	(2.765.850)	(414,614)	(3.106.270)		13o,373 Operating Supplies & Maintenance 313.176 Contractual Operating Costs	(31,408,444)	(4,326,366)	(29.149.522)	(11)	1.793.607
12	(512,377)	(504,200)	_		_	(5,755,308)		_	(13)	1,795,892
13	(600,945)	(656,176)				(6,581,292)		_	(14)	606,232
4 i	(85,560)	(116,430)	(51,716) (15)			(1,135,263)		_	(15)	145,457
. 9	0	0	(300,373)	(5	0 Parking Tax	(3,100,781)	(4,367,300)	(4,164,123) (3,093,997)	(16)	(159,710)
17	(\$4,347,442)	(\$4,919,400)	(\$5,236,578) (9)			(\$57,826,011)	9\$)		(6)	\$4,695,941
					INCREASE (DECREASE) IN CASH FROM OPERATIONS					
8	\$2,271,198	\$1,482,319	\$1,836,802	\$788,	\$788,879	\$14,258,534	\$4,826,326	\$17,753,427		\$9,432,208
					FACILITY IMPROVEMENT TRANSACTIONS CASH DISBURSEMENTS	SNC				
19	(\$47,325) (80.104)	(\$250,000)	(\$7,500) (17) (706.248) (18)	,	\$202,675 Noise Mitigation Program Costs 1.726.579 Other Facility Improvement Program Project Costs	(\$190,006) (4.548.859)	(\$750,000)) (26,68)) (065,206,7)	(17)	\$559,994 3.014.558
21	(\$127,429)	(\$2,056,683)		↔	ı	8)	9)		 	\$3,574,552
	000	1							í	
7.7	\$114,986	\$201,475				\$114,986 24,620	\$604,42		(17)	(\$489,439)
242	09/61	1.292.586	0 (20)	(\$1	3.15,700 FAA Graffits - Facility Charge Receipts/Reserves	535.041	3.816.527	4.615.651	(20)	(3.281.486)
25	0	50,000)		116,325	350,000		(21)	(233,675)
26	\$130,752	\$1,544,061	ı	(\$1		\$1,008,222	\$4,770,952	\$7,243,734		(\$3,762,730)
	6			7	INCREASE (DECREASE) - FACILITY / NOISE MITIGATION TRANSACTIONS	N TRANSACTIONS				000
	\$5,523	(\$2,0,71.0¢)	(\$7.13,748)	\$210¢	4515,445	(\$3,730,643)	(\$3,542,465)	(\$67.3,833)		(\$188,178)
28	0\$	0\$	\$6,762,397 (22)	<u>~</u>	FEDERAL RELIEF GRANT FUNDS \$0 ARPA Grant Funds	. \$733,646	0\$	\$11,280,886	(22)	\$733,646
1					NET INCREASE (DECREASE) IN CASH FROM OPERATIONS	PERATIONS			 -	

					B ≥	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND ELEVEN MONTHS ENDED MAY 31, 2024 & 2023	DRITY TS 2023				
						May 2024					
		Monthly	Monthly Performance				Fiscal Y	ID Performanc	Fiscal YTD Performance (July 2023 - May 2024)	ay 2024)	_
	4	В	ပ	D	Е		ш	Э	Н	J	_
			Actual \$		Variance			i	Actual \$	Variance	_
	Actual \$ May 2024	Budget May 2024	Prior Year May 2023	Note	Actual Vs. Budget		Fiscal YTD	Fiscal YTD Budget	Prior Year Fiscal YTD Note	Actual Vs. e Budget	_
29	\$2,274,521	\$969,697	\$7,885,451	·	\$1,304,824	NET INCREASE (DECREASE) IN CASH FROM OPERATIONS	\$11,261,537	\$1,283,861	\$28,360,460	\$9,977,676	
						REPLACEMENT PASSENGER TERMINAL PROJECT ("RPT") CASH DISBURSEMENTS ¹					
30	(\$8,563,681)	(\$17,145,203)	(\$1,015,451) (23)	(23)	\$8,581,522	Replacement Passenger Terminal Project Costs	(\$66,778,807)	(\$119,065,807)	(10,109,416) (23)	(\$52,287,000	
						CASH RECEIPTS FROM FUNDING SOURCES ²					
3	0\$	0\$	\$0 (24)	(24)	\$0	FAA Grants - Replacement Passenger Terminal Project	\$9,664,220	\$9,664,220	\$0 (24)	0\$ (
32	892,741	892,741	0	(24)	0	Passenger Facility Charge Receipts/Reserves	14,922,243	14,922,243	0 (24)	0 (
33	16,626,095	16,626,095	0	(24)	0	Bond Reimbursement - 2024 Revenue Bonds	16,626,095	16,626,095	0 (24)	0	
34	\$17,518,836	\$17,518,836	0\$		\$0		\$41,212,558	\$41,212,558	0\$	0\$	
						INCREASE (DECREASE) - RPT PROJECT TRANSACTIONS					
35	\$8,955,155	\$373,633	(\$1,015,451)	ı	\$8,581,522		(\$25,566,249)	(\$77,853,249) (\$10,109,416)	(\$10,109,416)	\$52,287,000	
						NET INCREASE (DECREASE) IN CASH - TOTAL					
36	\$11,229,676	\$1,343,330	\$6,870,000	II	\$9,886,346		(\$14,304,712)	(\$76,569,388)	\$18,251,044	\$62,264,676	
	Note 1 - Due to	timing of invoices	Note 1 - Due to timing of invoices and payments thereof, the cash to budget analy Note 2 - The FY 2024 Budget anticipated the use of Aimort Reserves to find RPT	nereof, of Aim	the cash to bu	Note 1 - Due to timing of invoices and payments thereof, the cash to budget analysis may not fully reflect current status of the project. Note 2 - The FY 2024 Budget anticipated the use of Aimort Reserves to find RPT expenditures pending reimbursement from the Plan of Finance sources when eligible and available (i.e. bond proceeds PFCs	inance sources whe	en eligible and ave	ailable (i e bond pro	Geeds PFCs	
	grants, etc.).	etc.).									

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND ELEVEN MONTHS ENDED MAY 31, 2024 & 2023

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 increased by 2.69% FYTD May when compared to the same period in FY 2023, and favorable to the budget assumption by 2.69%. Overall financial performance FYTD May remains positive to the budget.

(Continued)

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND ELEVEN MONTHS ENDED MAY 31, 2024 & 2023

NOTE (1) - Cash Receipts from Operations

Cash receipts from operations exceed the budget in FYTD May. On an accrual basis, operating revenues exceed the budget in FYTD May by \$6,727,954. 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 \$157,243 FYTD May.

NOTE (3) - Parking Fees

Parking fee revenues performed above the budget forecast FYTD May. Accrual basis Parking Fees exceed the budget by \$1,902,320 FYTD May.

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

Terminal Building rental/concession receipts exceed the budget FYTD May partially due to the timing of receipts. Accrual basis Terminal Building rents/concessions exceed the budget by \$1,090,531 FYTD May.

NOTE (5) - Rental Receipts - Other Buildings

Other Buildings rental receipts exceed the budget FYTD May partially due to the timing of receipts. Accrual basis Other Building rents exceed the budget by \$444,640 FYTD May due to CPI adjustments.

NOTE (6) - Ground Transportation

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation receipts exceed the budget by \$478,307 FYTD May.

NOTE (7) - Other Receipts

FYTD May Other Receipts consist primarily of ground handling and airfield access fees. Accrual basis Other Receipts exceed the budget by \$829,933 FYTD May primarily due to a settlement payment received in December and a security deposit from one tenant received in March.

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, which includes Trustee-held investment income, exceeds the budget by \$1,824,980 FYTD May.

NOTE (9) - Cash Disbursements from Operations

Overall operating disbursements on a cash basis and accrual basis are favorably under the budget FYTD May. 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)

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND ELEVEN MONTHS ENDED MAY 31, 2024 & 2023

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. Reimbursement of the Common Use Passenger Processing System ("CUPPS") upgrade defined in note 18 is reflected in this line item to offset operating costs of the CUPPS system.

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 April, May and June 2024, is due July 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 was awarded in January 2024.

NOTE (18) - Other Facility Improvement Program Projects

Other Facility Improvement Program Project costs on a cash basis are under budget FYTD May primarily due to the timing of commencement and postponement of several major projects.

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)

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND ELEVEN MONTHS ENDED MAY 31, 2024 & 2023

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 federal relief funds were utilized towards FY 2023 bond debt service and personnel costs. The remaining FAA approved use of awarded concessionaire relief funds (\$2,560,425) apply only as direct payments to qualifying concessionaires.

NOTE (23) - Replacement Passenger Terminal Project

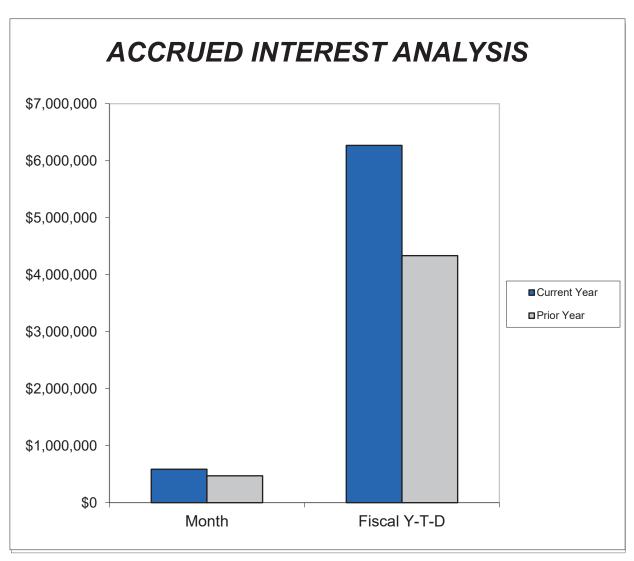
The Authority programmed appropriations in the amount of \$158,579,049 for development of the multi-year RPT program. RPT costs on a cash basis are below budget expectations FYTD May by \$52,287,000 primarily due to the timing of payments. The majority of cash expenditures for FYTD May are related to Holder, Pankow, TEC JV (\$56,779,244).

NOTE (24) - Replacement Passenger Terminal Project Funding Sources

Includes funding sources specifically approved for reimbursement of certain eligible RPT expenses, which include FAA grant awards (i.e. BIL), FAA approved Passenger Facility Charge fees and Bond reimbursements (2024 Revenue Bonds).

859,449 \$1,449,296 \$544,206 45,641 Actual Vs. Variance Budget Fiscal YTD Performance (July 2023 - May 2024) 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 4 3 (2) (2) Customer Facility Charges ("CFCs") and Facility Rents. Under the terms of the Bond Indenture, as amended, all CFCs collected subsequent to July 1, 2014 \$1,557,901 \$4,520,902 (5,349,569)1,426,999 959,569 Fiscal YTD 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 Prior Year At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses Actual \$ REGIONAL INTERMODAL TRANSPORTATION CENTER / CONSOLIDATED RENTAL CAR FACILITY PAYMENTS AND COLLECTIONS On July 1, 2014, the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the respective Rent-A-Car Companies became 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 (5,346,396)\$4,216,663 \$ 1,129,733 YTD Budget Fiscal G (5,346,396)\$4,760,869 1,175,374 \$1,449,296 859,449 CFCs of \$6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service. Fiscal Actual \$ SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY ΔŢ under the terms and conditions of the Non-Exclusive Concession and Lease Agreement wit the Rent-A-Car Companies. MONTH AND ELEVEN MONTHS ENDED MAY 31, 2024 & 2023 Payments to Bond Trustee for 2012 Bond Debt Service Federal Relief Grant Funds - 2012 Bond Debt Service Facility Rent receipts may be applied to the 2012 Bond debt service or other allowable uses. the right to adjust the Facility Rent paid by the rental car companies on a 30-day notice. May 2024 **Customer Facility Charge Receipts** are remitted to the Bond Trustee for the 2012 Bond debt service. Facility Rent Net RITC / ConRAC Facility Payments and Collections effective, including the collection of Facility Rent. 0 0 \$92,175 0 \$92,175 Customer Facility Charge ("CFC") Receipts Actual Vs. Variance Budget ш Note 4 3 6 3 Ω Federal Relief Grant Funds **Monthly Performance** (\$5,287)(486,325)\$395,124 85,914 May 2023 Prior Year Actual Facility Rent 486,036) \$0 102,703 \$383,333 Budget May 2024 Ω **General Comments** (486,036) \$475,508 102,703 \$92,175 Actual \$ May 2024 Note (1) -Note (2) -Note (3) -Note (4) -⋖ 35 36 37 39

Burbank-Glendale-Pasadena Airport Authority



	May 2024	May 2023
Accrued Interest Revenue - Month	\$586,242	\$470,536
Accrued Interest Revenue - FYTD	\$6,269,615	\$4,333,613
Month End Portfolio Balance	\$269,626,567	\$287,840,486
Yield to Maturity	5.20%	4.55%

Supplement to the May 2024 Treasurer's Report

FYTD May 2024 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)	May 2024 Cash Expenditures	FYTD 2024 (July - May) 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	567,807	4,838,250	4,329,073	8,992,838
Airport & Aviation Professionals Inc. (AvAirPros) (1b)	Airline Technical & Financial Coordination Services	216,599	350,000	23,462	269,073	80,927	485,672
Conway Consulting (1b)	Technical Support	211,327	150,000	12,722	184,400	(34,400)	395,727
Georgino Development (1b)	Strategic Planning Services	85,500	57,600	4,800	52,500	5,100	138,000
Public Resources Advisory Group (PRAG) (1b)	Financial Advisory Services	245,608	275,000	38,759	167,590	107,410	413,198
Ricondo & Associates (1b)	Financial Feasibility Services	351,440	356,000	-	494,136	(138,136)	845,576
Geosyntec Consultants (1c)	Soil Management Services	8,586	N/A	-	-	N/A	8,586
Holder, Pankow, TEC JV (1d)	Design Builder	14,288,816	1,041,600,548	7,873,250	56,779,244	970,532,488	71,068,060
Azrial (2)	Consulting Services	-	N/A	-	1,625	N/A	1,625
Fitch Ratings (2)	Rating Agency	-	N/A	-	35,000	N/A	35,000
Orrick, Herrington & Sutcliffe (2)	Bond Counsel	467,197	N/A	-	653,513	N/A	1,120,710
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	13,266	94,216	N/A	332,172
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	29,290	239,610	(89,610)	277,050
Thriving Restaurants (2)	Consulting Services	5,000	N/A	-	-	N/A	5,000
Woodward (2)	Consulting Services	-	36,000	-	24,000	12,000	24,000
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	-	416,994	N/A	756,776
XI-3 Corporation (4)	Consulting Services	91,770	91,770	-	-	-	91,770
City of Burbank (5a)	Burbank Water & Power Aid-in-Construction Deposit	569,000	1,980,000	-	1,411,000	-	1,980,000
City of Burbank (5b)	Plan Check Services	-	344,124	-	344,124	-	344,124
Barclays Bank (6)	CP Program / LOC Bank	-	N/A	-	335,357	N/A	335,357
Sumitomo Mitsui (6)	CP Program / LOC Bank	-	N/A	-	328,324	N/A	328,324
Groundbreaking Ceremony	Various Expenses	-	N/A	-	45,908	N/A	45,908
Meetings	Various Expenses	30,026	N/A	325	325	N/A	30,351
Licenses & Fees	Various Expenses	4,276	N/A	-	4,218	N/A	8,494
TOTALS		\$ 25,592,158	\$ 1,058,712,953	\$ 8,563,681	\$ 66,778,807	\$ 974,804,852	\$ 92,370,965

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY Notes to Replacement Passenger Terminal Project Schedule Project Costs as of May 2024

- (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 muti-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.

FYTD May 2024, the Commission approved additional Task Orders to develop Component Guaranteed Maximum Prices for the following (not including design-build team contingencies):

Task Order 2 (\$73,646,685) - Terminal Building Mechanical, Electrical, and Special Systems ("MEP"); Civil Site Work; Owner Allowances

Task Order 3 (\$19,280,948) - Phase 2 General Conditions

Task Order 4 (\$50,760,581) - Site Utilities; Terminal Structure Steel

Task Order 5 (\$72,002,369) - MEP Pt. 2; Terminal Structure Pt. 2; Interior Public Art; Phase 2 Design Services

Task Order 5 Amendment No. 1 (\$1,065,691) - Exterior Public Art Sculpture

Task Order 6 (\$770,600,032) - Funding of Remaining RPT Design-Build Cost to Reach GMP

- (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.

LICENSE AGREEMENT CITY OF BURBANK ON BEHALF OF BURBANK WATER AND POWER

Prepared by
Scott Kimball, Deputy Executive Director
Business & Properties, Safety, Procurement, Parking and Operations

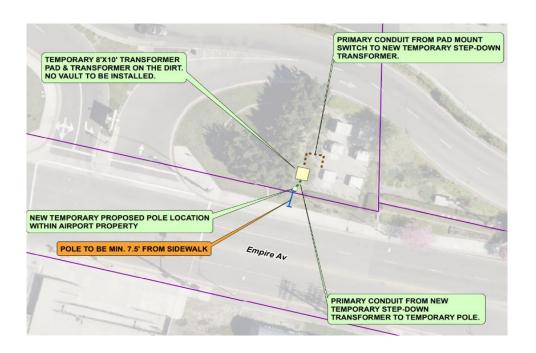
SUMMARY

At its meeting on August 19, 2024, the Finance and Administration Committee ("Committee") voted unanimously (3–0) to recommend that the Commission approve a proposed License Agreement ("Agreement"), copy attached, with the City of Burbank for Burbank Water and Power ("BWP") to install temporarily an electrical transformer and riser pole on Authority property near the Empire Avenue entrance to the Airport. The purpose of this installation is to facilitate BWP's ongoing effort to upgrade aging transformers and mitigate future power disruptions.

BACKGROUND

In March 2024, BWP reached out to staff regarding concerns about an increased potential for power disruptions occurring at the Airport and surrounding areas due to aging equipment that is located on the Airport. BWP advised that, should there be a critical power outage in the summer months, restoring power may take several weeks, negatively affecting the Airport and its operations. In order to prevent this, BWP has requested it be allowed to install temporary utility equipment consisting of a transformer, pad, riser pole, and short underground conduit that will allow BWP to upgrade the current equipment to a more reliable 12 kV circuit located in the transformer yard on Empire Ave. The temporary utility equipment will be installed at the specific location depicted below. Upon completion of the work, BWP will remove the temporary equipment and restore the leased premises to its original condition.

There is no cost to the Authority associated with this project and there will be no charge to the City of Burbank for this temporary use of Authority property. BWP will be utilizing the area to upgrade the current equipment to reduce the potential of future power outages that could impact the Airport.



DETAILS

Key components of the proposed Agreement are as follows:

<u>Use</u>: Installation of temporary utility equipment during upgrades of the

current electrical equipment that serves the Airport

<u>Premises</u>: Adjacent to the Avenue B and Empire Ave intersection

Commencement: Start Date of Agreement

<u>Term:</u> 1 Year (approximately)

Rent: No Cost

Termination: 30 Days' Prior Written Notice

RECOMMENDATION

At its meeting on August 19, 2024, the Committee voted unanimously (3–0) to recommend that the Commission approve the proposed Agreement and authorize the President to execute the same.

APPROVAL OF AID-IN-CONSTRUCTION PAYMENT DEPOSITS REPLACEMENT PASSENGER TERMINAL PROJECT

Prepared by Patrick Lammerding
Deputy Executive Director, Planning and Development

SUMMARY

At its meeting on September 4, 2024, the Executive Committee ("Committee") voted (3-0), to recommend that the Commission approve the Aid-In-Construction ("AIC") deposit request Numbers 8 and 9, copies attached, from the City of Burbank for:

- 1. **\$9,257,700** for Phase 3 (Permanent Power) to order long-lead time items for the proposed new 12 kV community substation as part of the Replacement Passenger Terminal ("RPT") Project site. This phase is expected to be complete by 2029.
- 2. **\$200,000** for Phase 3 (Permanent Power) transmission and distribution engineering for the substation.

BACKGROUND

On December 19, 2022, the Commission awarded Holder, Pankow, TEC – A Joint Venture ("HPTJV") a design-build agreement for the RPT Project. Design and construction are progressing well with several significant milestones achieved. The project team, including airport staff, Jacobs Project Management staff and members of the HPTJV design-build team continues to coordinate with Burbank Water and Power ("BWP") representatives for the initial temporary and ultimate permanent power to the RPT and ancillary facilities.

The power implementation sequence for the RPT is as follows:

- Phase 1: 3.5 MVA temporary power for construction trailers and equipment, distributed through existing infrastructure built as part of the Avion development. Energization is expected by November 2024.
- Phase 2: 17 MVA temporary power for commissioning and opening the RPT to the public. Two additional feeders from BWP's Ontario Substation are required. Energization is expected by May 2025.
- Phase 3: Permanent power that will feed the RPT on a long-term basis. BWP will
 decommission its Clybourn Substation and use its existing infrastructure to transmit
 power to the location of the new community substation. This substation is expected
 to be completed and energized by 2029. Power from Phase 2 will be deenergized
 once the new substation is operational.

To date, the Authority has made the following AIC payment deposits for the RPT Project (listed from most recent to oldest):

Date	An	nount	Purpose
			•
Aug 19, 2024	\$	860,000	Phase 1 engineering and balance of 12 kV distribution materials and labor to bring construction power.
Aug 19, 2024	\$	100,000	Phase 2 engineering to bring temporary 17 MVA power.
Jun 26, 2024	\$	40,000	BWP site inspector for the electrical substructure installation, manholes, conduit placement, concrete-encasement, slurry backfill, compaction, mandrelling conduit, etc. for temporary Phase 1 power.
Sep 06, 2023	\$	1,411,000	Additional material and labor cost to bring temp Phase 2 power.
Jun 26, 2023	\$	494,000	Procurement and installation of cabling and switches for the feeder lines for Phase 1, construction power.
Mar 02, 2023	\$	50,000	Electrical power requirement feasibility study.
Sep 27, 2022	\$	25,000	Electrical power requirement feasibility study.
Total to date	\$	2,980,000	

Based on electrical power requirement evaluations and BWP's feasibility study, the project team concluded that a new community substation where power is shared between the City of Burbank (through BWP) and the Authority provides significant benefits to both parties. Airport staff have reviewed the proposed agreement with BWP and continue to negotiate the division of responsibilities related to the development, funding, operations, and maintenance of the new substation.

The AIC payment deposits requested herein will be used primarily for the below purchases and services:

- Three-Phase UG Subtransmission cable (17,050 ft) (material only): \$4,501,200
- Two (2) units of Substation Power transformers (material only): \$4,681,500
- Substation Engineering \$75,000
- Transmission and Distribution Engineering \$200,000

STAFF REPORT\COMMISSION\9-16-2024 APPROVAL OF AID-IN-CONSTRUCTION PAYMENT DEPOSITS REPLACEMENT PASSENGER TERMINAL PROJECT 3005508.2 Recent meetings with BWP highlighted ongoing supply chain issues that have extended lead time for substation equipment to 4-5 years, up from the previously estimated 3 years. Although the total cost and the Authority's share of the substation are still being negotiated, both airport staff and BWP agreed on the necessity of early equipment ordering to prevent further delay of the substation completion. This proactive step will ensure the equipment is delivered on time for the substation's anticipated completion in 2029.

BWP will charge against the AIC deposits for the actual costs and quantities. Any remaining funds will either be refunded or credited to future work.

FUNDING

The approved FY 2024-2025 Replacement Passenger Terminal Project Budget includes \$37,552,000 for the substation. The cost of these proposed AIC deposits will be under this appropriation.

STAFF RECOMMENDATION

At its meeting on September 4, 2024, the Committee voted (3-0), to recommend that the Commission approve the proposed two AIC deposits with the City of Burbank totaling **\$9,457,700** and authorize staff to remit payment.



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

Attn: Stephanie Gunawan-Piraner

Re: High-voltage Power Material Deposit for BUR Replacement Passenger Terminal

Dear Ms. Gunawan-Piraner:

Burbank Water and Power (BWP) is extending this opportunity of an early aid-in-construction (AIC) deposit to order long lead time items for the proposed new 12kV community substation as part of Burbank-Glendale-Pasadena Airport Authority's ("Burbank Airport") BUR Replacement Passenger Terminal Project ("Project") at 2761 N Hollywood Way. The early order of long lead time items will allow BWP to better align its substation energization with the Burbank Airport's proposed construction schedule, while Burbank Airport and BWP negotiate agreements for a substation agreement (together with all amendments, restatements or modifications, the "Agreement"). If the Agreement is executed, this AIC deposit will then be accounted for within the Agreement. By paying this deposit Burbank Airport acknowledges the terms of this letter and that the Agreement must be executed before the award of the Design-Build contract for the substation. This AIC letter does not constitute City of Burbank approval of the Project or the Agreement. The estimated costs related to the above project are as follows:

3 Phase UG Subtransmission cable (17,050 feet) material only	\$4,501,200
(2) 33MVA Substation power transformers material only (deposit)	
Substation engineering	
TOTAL amount to be paid by the customer	

If the Agreement is executed, the \$9,257,700 is a deposit that will be credited toward the actual charges if you proceed with this Project to its completion. Burbank Airport will be charged for both actual costs incurred and actual quantities installed. Both the quoted material price and lead time are subject to change by the manufacturer and any difference will be passed on to Burbank Airport via an invoice or as part of the Agreement. An additional deposit will be required for the balance of the final estimate once the design is complete and before work is started by our department. If BWP is notified that the Project is terminated or modified, BWP will deduct from the deposit all existing charges and all committed down-payments, and refund any remaining balance. To the extent that there are any outstanding costs incurred above the deposit, Burbank Airport agrees to pay the difference upon receipt of an invoice. Payment of the AIC deposit constitutes the Burbank Airport's consent to pre-order equipment for a 69kV-12kV substation with two 33.6 MVA transformers and to pay all associated costs. Payment of the above amount must be received before material pre-orders are finalized by our department.

The check should be made payable to the City of Burbank. If mailed, please address the envelope to Burbank Water and Power, ATTN: Jessica Chen, 164 W. Magnolia Blvd., Burbank, CA 91502. Payments by check must match the customer account previously created by BWP with the bill-to information provided. BWP will not accept any payments nor refund any accounts that do not match the customer account. Please verify that the name addressed on this letter matches the check you intend to make payment with. Please include the cashier's receipt checklist with your mailed payment to ensure proper payment processing.

Should you have any further questions, please call Jessica Chen of our Engineering Department at 818-238-3549.

Sincerely,

Jamus Bobola Akerson
Senior Electrical Engineer

164 WEST MAGNOLIA BOULEVARD

BURBANK, CA 91502



July 10, 2024

Hollywood Burbank Airport 2627 N Hollywood Way Burbank, CA 91505

Attn: Stephanie Gunawan-Piraner

Re: Phase 3 (Permanent Power) Transmission & Distribution Engineering Deposit for Hollywood Burbank Airport Replacement Terminal

Dear Ms. Gunawan-Piraner:

Burbank Water and Power (BWP) requires the payment of an aid-in-construction deposit, in accordance with the rules and regulations, to recover costs incurred by the Department for providing electric service to the new airport terminal. The estimated cost related to the above project is as follows:

Engineering	\$200,000
	,
TOTAL amount to be paid by the customer	\$200,000.00

The \$200,000 is a deposit that will be credited toward the actual charges if you proceed with this project to its completion If BWP is notified that your project is terminated during the design phase, BWP will charge time against the deposit for BWP work completed to that point and refund any remaining balance. Payment of the above amount must be received before inspection work is started by our Department.

The check should be made payable to the City of Burbank. If mailed, please address the envelope to Burbank Water and Power, <u>ATTN</u>: <u>Jessica Chen</u>, 164 W. Magnolia Blvd., Burbank, CA 91502. Payments by check must match the customer account previously created by BWP with the bill-to information provided. BWP will not accept any payments nor refund any accounts that do not match the customer account. Please verify that the name addressed on this letter matches the check you intend to make payment with. Please include the cashier's receipt checklist with your mailed payment to ensure proper payment processing.

Should you have any further questions, or identify any discrepancies, please call Jessica Chen of our Engineering Department at 818-238-3549.

Sincerely.

Calvin Clark

Principal Electrical Engineer

CC:JC:ms

ASSIGNMENT OF LEGISLATIVE REPRESENTATION SERVICE CONTRACT

Presented by Pamela Marcello Senior Director, Government and Public Affairs

SUMMARY

Subject to the recommendation of the Legal, Government and Environmental Affairs Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff recommends that the Commission approve of an Assignment of Professional Services Agreement ("Assignment") to transfer the Authority's legislative representation service contract from Renne Public Law Group ("RPLG") to California Public Policy Group ("CPPG").

BACKGROUND

On August 28, 2023, the Commission awarded a Professional Services Agreement ("PSA") for legislative representation services to RPLG, a limited liability partnership doing business as Renne Public Policy Group. Effective close of business on September 30, 2024, the Legislative Advocacy and Grant Services areas of RPLG will be transferred to CPPG as part of an asset purchase agreement. All staff members currently assigned to perform work specified in the PSA will become employees of CPPG effective October 1, 2024. CPPG will retain the same Sacramento office location as well as the same contact information (e.g., emails, telephone number etc.). This move will allow RPLG employees an opportunity to gain ownership in the new entity while maintaining a partnership with RPLG—unified in a commitment to public sector representation. This move will also allow CPPG the opportunity to continue its growth and better serve its clients.

The proposed Assignment will approve the transfer of RPLG's rights and obligations under the PSA to CPPG. Effective October 1, 2024, CPPG shall perform the legislative representation services and shall be solely entitled to the compensation payable by the Authority under the PSA. The Assignment will not change other provisions of the PSA including the fee schedule, base term, and the Authority's extension options.

STAFF RECOMMENDATION

Staff recommends that the Commission approve of the Assignment to transfer the PSA for legislative representation services from RPLG to CPPG.





August 5, 2024

VIA EMAIL ONLY

Frank R. Miller Executive Director Hollywood Burbank Airport Via Email: Fmiller@BUR.org

Re: <u>Joint Notice—Change of Firm: Renne Public Law Group, LLP (DBA Renne Public Policy Group) to California Public Policy Group Inc. (CPPG) Effective Date of October 1, 2024</u>

Dear Mr. Miller:

In May 2019, the Renne Public Law Group (RPLG) launched Sacramento-based Renne Public Policy Group (RPPG) to provide public sector clients with non-legal services including legislative advocacy and grant writing. Since then, RPPG has dramatically expanded its client base and staff, delivering high-level services across California.

We are pleased to report that RPPG and RPLG leadership have now agreed upon a plan to spin RPPG off as a separate corporation, forming the California Public Policy Group (CPPG). This move will allow RPPG employees an opportunity to gain ownership in the new entity while maintaining a partnership with RPLG—unified in our commitment to public sector representation. This move will also allow CPPG the opportunity to continue its growth and better serve its clients.

To that end, we are jointly notifying our clients to ensure a smooth transition from RPLG to CPPG for the non-legal work currently being performed by RPPG. Below are the specific details of this change.

Effective close of business on Monday, September 30, 2024, the Legislative Advocacy and Grant Services areas of Renne Public Law Group, LLP [DBA Renne Public Policy Group] will be transferred as part of an asset purchase agreement from Renne Public Law Group to California Public Policy Group, a California Corporation. All staff members currently assigned to perform work outlined in our professional services agreement will become employees of CPPG effective Tuesday, October 1, 2024. CPPG will retain the same Sacramento office location as well as the same contact information (e.g., emails, telephone number etc.).

Service(s) Currently Being Performed:

The Hollywood Burbank Airport is currently under contract with RPLG for the following non-legal services:

• State Legislative Advocacy

Per the terms of our professional service agreement with the Hollywood Burbank Airport we respectfully request that you approve—in writing—the assignment of your current service contract(s) enumerated above from Renne Public Law Group, LLP to California Public Policy Group Inc. Such assignment will include all terms and conditions of the contract currently in place including all requirements to adhere to your agency's insurance and procurement requirements. The assignment shall be effective Tuesday, October 1, 2024.

RPLG/ CPPG Joint Request for Contract Reassignment | October 1, 2024 | Hollywood Burbank Airport

We understand that different agencies may have different requirements and processes for effectuating this change. Please let us know how we can help navigate these processes, and any information we need to provide.

Invoicing Pre and Post October 1, 2024:

- All invoicing for services rendered will continue to be generated and distributed by RPLG for work performed through September 30, 2024.
- Your agency will receive a final invoice on or about the first week of October from RPLG for all work performed in arrears through September 30, 2024.
- All work commencing October 1, 2024, will transition to CPPG.
- Beginning November 1, your agency will begin receiving invoices for all work performed on and after October 1, 2024, from CPPG.
- There will be no interruption of service during this transition.

Lobbying Registration and Filings:

- CPPG will continue to work with the same Fair Political Practice Commission (FPPC) compliance
 vendor to ensure that all required forms are filed with the proper state agencies registering CPPG
 as the Hollywood Burbank Airport's lobbying firm of record. No cost will be assessed to your
 agency for this transition.
- CPPG will work with RPLG to ensure that all third quarter reporting requirements are met. No cost will be assessed to your agency for this service.

Any delivery of your files and records will be at no cost to you. Please direct us in writing by (including, should you wish, signing this form) to agree to the work assignment. Please feel free to contact Dane Hutchings or Jon Holtzman at any time on this matter. We appreciate your consideration of this request, and we look forward to the continued partnership with Hollywood Burbank Airport.

Very truly yours,

Jon Holtzman Managing Partner

Renne Public Law Group, LLP

Dane Hutchings Managing Director

Renne Public Policy Group

Founder/ CEO

California Public Policy Group, Inc.

In accordance with the current professional services agreement with Renne Public Law Group, LLP, the Hollywood Burbank Airport agrees to assign the performance off the requirements of the agreement subject to the terms and conditions of the agreement to the California Public Policy Group Inc. effective October 1, 2024.

Frank R. Miller Executive Director Hollywood Burbank Airport

CC: Pamela Marcello, Senior Director, Government & Public Affairs, Hollywood Burbank Airport

ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Renne Public Law Group / California Public Policy Group)

This Assignment of Professional Services Agreement ("Assignment") is dated September 16, 2024 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), Renne Public Law Group, LLP, a California limited liability partnership dba Renne Public Policy Group ("RPPG"), and California Public Policy Group, Inc. ("CPPG"), a California corporation.

RECITALS

- A. The Authority and RPPG executed an August 21, 2023 Professional Services Agreement ("Agreement") to provide for the Authority's retention of RPPG for performance of advisory and advocacy services related to legislative policy issues.
- B. The Agreement precludes RPPG from assigning, transferring, or subcontracting any interest in the contract, or the performance of any of its obligations, without the prior written consent of the Executive Director of the Authority.
- C. RPPG is transferring its Legislative Advocacy and Grant Services areas to CPPG as part of an asset purchase agreement.

NOW, THEREFORE, the parties agree as follows:

- 1. **Definitions.** Capitalized terms not defined in this Assignment shall have the meaning ascribed to such terms in the Agreement.
- **2. Approval.** The Authority approves the assignment by RPPG to CPPG of all of RPPG's rights and obligations under the Agreement. Effective October 1, 2024, CPPG shall perform the Services and all of RPPG's other obligations under the Agreement, and shall be solely entitled to the compensation payable by the Authority under the Agreement. Nothing in this Assignment is intended to affect, or shall be construed as affecting, the provisions of the Agreement including the fee schedule, base term, and the Authority's extension options.
- 3. Payments/Notices. Payments and notices to CPPG under the Agreement shall be delivered to CPPG at the physical and e-mail addresses specified for RPPG in Section 14 of the Agreement.
- **4. Release.** RPPG irrevocably and unconditionally releases and forever discharges the Authority and its officers, employees and agents from any and all claims, demands, actions, or causes of action (past, present or future) that relate to payment for the Services performed after September 30, 2024.
- 5. Integration. This Assignment is supplemental to the Agreement and supersedes all prior oral or written negotiations, representations and contracts regarding this subject matter. This Assignment may not be amended, nor any provision or breach waived, except in a writing that is executed by the parties and expressly refers to this Assignment.

TO EFFECTUATE THIS ASSIGNMENT, the parties have caused their duly authorized representatives to sign below.

Renne Public Law Group, LLP dba Renne Public Policy Group

By: And how	By:
Print Name: Jonathan Holtzman	Print Name:
Title: Managing Partner	Title:
California Public Policy Group, Inc.	
By: Harding	By:
Print Name: Dane Hutchings	Print Name:
□ Chairperson President □ Vice President	Secretary Asst. Secretary Chief Finance Officer Asst.
[Pursuant to California Corporations Code Section 313, both holds at least one of the offices designated on each line.]	signature lines must be executed unless the signatory
Burbank-Glendale-Pasadena Airport Authority	
Frank R. Miller, Executive Director	
Approved as to form:	
Richards, Watson & Gershon	
A Professional Corporation	

AIRPORT SOLUTION LINE SERVICE AGREEMENT AMENDMENT NO. 4

Prepared by Thomas Henderson Director, Operations

<u>SUMMARY</u>

Subject to the recommendation of the Operations and Development Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff recommends that the Commission approve Amendment No. 4, copy attached, to the Airport Solution Line Service Agreement ("Service Agreement") with SITA Information Network Computing USA, Inc. ("SITA") for the Common Use Passenger Processing System ("CUPPS") installed at the Airport. This extension is for the period from October 1, 2024, to October 31, 2026, at a monthly cost of \$75,157. If necessary, the Authority will have the option to further extend the Service Agreement in two-month increments not to exceed a total of twelve months. All costs provided under the Service Agreement are reimbursed by the airlines using the CUPPS.

BACKGROUND

In January 2012, the Commission selected SITA, a provider of International Air Transport Association certified common use systems at airports worldwide, through a competitive proposal process. Upon completion of installation, the system was certified for use on March 31, 2014. The CUPPS includes the following components: (i) common use passenger check-in system at all gates and ticket counter check-in positions; (ii) common use passenger self-service check-in units; (iii) flight and baggage information displays throughout the terminal and baggage claim areas; (iv) an audio and visual paging system in the terminal; (v) ticket counter common use bag scales; and (vi) a common use phone system that is restricted to airline use only. The cost of the project was \$9,000,000 which was funded through a Federal Aviation Administration approved Passenger Facility Charge Application.

In September 2015, the Commission approved a four-year Service Agreement with SITA at a monthly cost of \$54,389. In September 2019, the Commission approved Amendment No. 1, which was a three-year renewal of the Service Agreement, which included two optional one-year extensions. The Commission subsequently approved the following amendments to the Service Agreement:

 Amendment No. 2 - Approval in February 2020 to purchase SITA's Gate Management System software. This was suspended due to the impacts of the COVID-19 pandemic, and resumed in May 2021 with a completion in November 2021. Amendment No. 3 – Approval of the CUPPS Refresh Project to respond to the recommendation of SITA that a hardware and software refresh was necessary due to the age of the core hardware equipment and the Windows software. In coordination with the airlines, this project began in January 2022 and was completed in July 2023.

This passenger processing system will continue to be utilized until the opening of the Replacement Passenger Terminal ("RPT"). In the event the RPT opening is delayed past October 2026, Amendment No. 4 provides the Authority with an option to further extend the Service Agreement in two-month increments up to a maximum of twelve months.

FUNDING

The cost of the Service Agreement is not included in the adopted FY 2025 Budget as all costs for services provided under the Service Agreement are the joint responsibility of the airlines using the CUPPS and reimbursed on a monthly basis.

STAFF RECOMMENDATION

Subject to the recommendation of the committee at its meeting immediately preceding the Commission meeting Staff recommends that the Commission approve the proposed Amendment No. 4 of the Service Agreement with SITA for the continued operations and maintenance of the CUPPS and to authorize the President to execute the same.

AWARD OF PROFESSIONAL SERVICES AGREEMENT AIR SERVICE CONSULTING SERVICES

Presented by Nerissa Sugars
Director, Communications and Air Services

SUMMARY

At its meeting on August 19, 2024, the Legal, Government and Environmental Affairs Committee ("Committee") voted (3-0) to recommend that the Commission award a Professional Services Agreement ("Agreement"), copy attached, to Arthur D. Little, LLC ("ADL") for continued air service consulting services. The services to be provided by ADL are complementary to the airport marketing consulting services obtained through the contract recently awarded to Anyone Collective. The proposed cost for the proposed services is for an amount not-to-exceed \$70,000.

BACKGROUND

Staff has previously engaged the services of ADL in connection with the Authority's general air service retention and development efforts. ADL provides data research and market analysis that airlines review in considering whether current air services at an airport are to be maintained or if other potential market opportunities exist. ADL is an international management consultant firm that provides an array of services including market research, strategy, and information management.

ADL has been assisting Staff with bringing recognition to Hollywood Burbank Airport's location and opportunities for air carriers' consideration. The firm's continuing involvement has significantly helped the development of new nonstop flight segments.

As Hollywood Burbank Airport works to build on the momentum of 2023's record breaking passenger count, Staff seeks to continue the air service retention and development initiative utilizing the services of ADL. The collaboration will continue to focus on retention of existing route networks, identifying potential new markets, and cultivating interest from air carriers to include Hollywood Burbank Airport in their future network planning.

PROPOSAL DETAILS

Under the proposed Agreement, ADL will provide Staff with:

- On-call support for air service research
- Communication recommendations with airline network planning and scheduling representatives
- Marketing data support
- Background information regarding policy and regulatory matters that may impact the aviation industry.
- Participation with Staff at airline meetings and air service conferences

STAFF REPORT\COMMISSION\9-16-2024 AWARD OF PROFESSIONAL SERVICES AGREEMENT AIR SERVICE CONSULTING SERVICES

BUDGET IMPACT

Appropriations for these services are included in the adopted FY 2025 budget.

STAFF RECOMMENDATION

At its meeting on August 19, 2024, the Committee voted (2-0) to recommend that the Commission award ADL the proposed Agreement in an amount not-to-exceed \$70,000 for air service consulting services and that the President be authorized to execute the same.

EXECUTIVE DIRECTOR SEARCH AD HOC COMMITTEE CREATION AND APPOINTMENTS

Presented by Terence Boga General Counsel

SUMMARY

Staff seeks Commission approval of the creation of an Executive Director Search Ad Hoc Committee, and the President's appointment of members to this Committee.

BACKGROUND

The Authority contracts with TBI Airport Management, Inc. ("TBI") for airport management services. Executive Director Frank Miller, a TBI employee, has announced that he is retiring in January after successfully overseeing day-to-day operations at the Airport since September 2016. Pursuant to the airport management services contract, unless the Commission chooses to employ or appoint an Authority Executive Director, TBI is required to designate an individual to serve as Executive Director after consultation with and approval by the Commission. TBI has initiated the search for a new Executive Director and Staff believes it would be beneficial for the Commission to create an Executive Director Search Ad Hoc Committee to provide input to TBI on the recruitment, screening, and short-listing of candidates to be interviewed by the Commission.

The Authority's Committee Operation Guidelines, adopted by Commission Resolution No. 495, require that the Commission approve the creation of an ad hoc committee. The guidelines declare that the President shall make ad hoc committee appointments and require that the membership of each ad hoc committee have equal representation from the JPA member cities. Additionally, the guidelines generally preclude Commissioners from serving on more than one ad hoc committee. Currently, the Commission does not have any ad hoc committees.

STAFF RECOMMENDATION

Staff recommends that the Commission approve the creation of an Executive Director Search Ad Hoc Committee to provide input to TBI on the recruitment, screening, and short-listing of candidates to be interviewed by the Commission, and that the President appoint members to this Committee.

LICENSE AGREEMENT

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

RECITALS

- A. Licensor is the owner of the land described on Exhibit A ("Licensed Premises"), which is part of the Hollywood Burbank Airport ("Airport").
- B. Licensee has requested the right to temporarily use and have access to the Licensed Premises for the purposes set forth on Exhibit B and related to installation, inspection, operation, maintenance, and removal of a temporary transformer pad, transformer, pole, and underground conduit, including, but not limited to using the Licensed Premises for laydown and storage of materials and equipment, vegetation clearance, vegetation removal and other activities to make the site ready for the temporary transformer and the associated pad ("Permitted Activities").
- C. In consideration of the Licensee's use and access of the Licensed Premises, the Permitted Activities will limit unforeseen outages and primarily will benefit Licensor and the Airport.
- D. Licensor has agreed to give to Licensee, and Licensee has agreed to accept from Licensor, a temporary and limited contractual license to enter upon the Property at no charge to conduct the Permitted Activities in accordance with this Agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

- 1. Term. The License Term shall commence on ________, 2024 and shall expire one calendar year thereafter. Licensee may terminate the License Term at any time upon 75 days' prior written notice to Licensor. Licensee waives any and all rights to relocation benefits under applicable law upon the expiration or earlier termination of the License Term.
- 2. Condition of Property. Licensee represents that it has inspected the Licensed Premises and accepts the License Premises in its current "AS IS" condition, without representation or warranty, express or implied, subject to all matters of record; provided, that to Licensee's actual knowledge, there is no dangerous condition or hazardous material on the Licensed Premises.
- 3. Use. Licensee may use the Licensed Premises only for the Permitted Activities. Licensee acknowledges that the Permitted Activities do not include fencing of the Licensed Premises. Licensee assumes all risk of third party theft or damage to materials or equipment that Licensee lays down or stores at the Licensed Premises. Licensee shall comply with applicable laws and the Federal Requirements set forth in the attached Exhibit C. Licensee shall not intentionally release any hazardous materials or substances on the Property. In the event of any accidental release, Licensee shall promptly remediate the site for any hazardous materials or substances released by Licensee. Licensor shall have the right to enter and inspect the Licensed Premises at any time.

- 4. Removal of Personal Property. Within 75 days after expiration or earlier termination of the License Term, Licensee shall remove all of its improvements and personal property from the Licensed Premises, and shall restore the Licensed Premises to its pre-existing condition including landscaping. If Licensee does not do so, then Licensor may do so, and may dispose of or retain such improvements and personal property without obligation or liability to Licensee.
- 5. Indemnity. Licensee shall indemnify, defend, and hold harmless Licensor and Licensor's officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including attorneys' fees and expenses) (collectively "Indemnified Claims") incurred in connection with the Permitted Activities, except to the extent that any such Indemnified Claims arise in connection with Licensor's actions or omissions. Licensee's obligations under this section shall survive the expiration or earlier termination of the License Term.
- 6. Miscellaneous. This Agreement does not convey to Licensee any right, title or interest in or to the Licensed Premises or the Airport, but merely grants limited contractual rights and privileges. In no event shall this Agreement or any memorandum be recorded. This Agreement may not be assigned by Licensee, in whole or in part. This Agreement shall be construed and enforced in accordance with the laws of the State of California.
- 7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Furthermore, executed counterparts of this Agreement may be delivered by e-mail of pdf documents, and such electronic transmissions shall be valid and binding for all purposes when transmitted to and actually received by the other party.
- **8. Integration.** This Agreement contains the entire agreement of the parties with respect to the Licensee's use of the Licensed Premises for the Permitted Activities.
- 9. Representations and Warranties. Licensor and Licensee each represents and warrants that (a) it has the authority to enter into this Agreement, (b) the execution, delivery and performance by it shall not result in any default or breach of any agreement and (c) no other consent or approval is necessary for the execution, delivery and performance of this Agreement.

EXECUTED:

Licensee: City of Burbank	Licensor: Burbank-Glendale-Pasadena Airport Authority
By: WKS	By:
Print Name: Mandip Kaur Samra	Print Name:
Title: General Manager - BWP	Title:
Approved as to Form Office of the City Attorney	`2 -
2949356.5 By: Schulwing State: 5 (70)	

EXHIBIT A Licensed Premises

(attached)

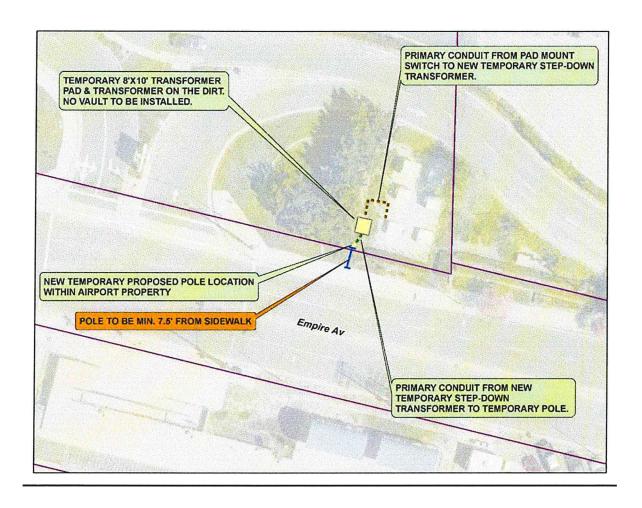


EXHIBIT B Permitted Activities

Scope of work:

- Temporarily use and have access to land next to existing BWP padmount switches and transformers on Empire Ave (34.193199449279, -118.35353667377048) to install utility equipment as a backup, in the event of a critical Clybourn Substation power outage.
- BWP would install an 8'x10' concrete transformer pad, a 50' power pole, and an approximately 35' underground circuit between the existing padmount switch, the proposed transformer pad and power pole.
- Vegetation clearance or removal and other activities to make the site ready for the temporary equipment may be needed.
- Temporary setup until BWP upgrades the circuit in that area of Burbank, we estimate roughly a
 year.
- The Utility equipment will only be utilized if there is a substation outage in the area; a substation outage could take several weeks to restore.
- This proposed temporary transformer installation on the airport property will shorten the
 potential power outage to approximately 1 week.

EXHIBIT C Federal Requirements

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

1. General Civil Rights Provisions

- A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. <u>Civil Rights – Title VI Assurance</u>

- 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.

PARTICULARS

AMENDMENT NO.4

Parties	SITA	Name	SITA Information Networking Computing USA Inc.	
		Address	600 Galleria Parkway, SE	
			Suite 1000	
			Atlanta, Georgia 30339	
		Address for notices	As above	
		Copy to	SITA	
			26, Chemin de Joinville	
			1216 Cointrin – Geneva	
			Switzerland	
		Fax	+41 22 747 6166	
		Attention	General Counsel	
	Customer	Name	Burbank-Glendale-Pasadena Airport Authority	
		Address	2627 Hollywood Way	
			Burbank, California 91505	
	Address for As above notices			
		Fax	818-557-0263	
	ж.	Attention	Business, Property and Administrative Services	
Recitals	certair betwe	services to Cust en SITA and Cust	ervices and solutions to customers around the world and provides comer pursuant to the Airport Solution Line Service Agreement comer effective as of 01 October 2015, and as amended on 01 uary 2020, and 19 October 2021. collectively the "Agreement".	
		ing, the parties r dment 4).	now wish to amend the Agreement as set out in this amendment 4	
Service Agreement			greement between SITA and Customer effective as of 01 October er 2019, 03 February 2020 and 19 October 2021.	
Amendment No	04			
Amendment Effective Date	This Amendment is effective on the date the last Party signs the Amendment (Amendment Effective Date).			
Governing Law	State of Califor	rnia, USA		
SITA Reference(s)	Customer ALD,	/NCC	-NC/000058706	
	Amendment C	ontract Number	2-00171424	



1. This Amendment 4 amends the below Service Schedule as contained in Agreement:

Title	Airport Solution Line Service Agreement, Service Schedules for: AirportConnect Open, AirportConnect CUSS Kiosk, AirportVision, Airport Voice, IP Telephony and Voice over IP (Solution Line Service Agreement)
Effective Date	01 October 2015
SITA Ref (C2C ID)	1-509852833, 2-00159318 (Amendment 1), 2-00160780 (Amendment 2) and 2-00171424 (Amendment 3)
Customer Ref (if any)	None

- 2. This Amendment 4 is effective on the date the last Party signs the Amendment (Amendment Effective Date). If this Amendment 4 continues after the expiry of the Agreement, the terms of the Agreement shall continue to apply to this Amendment.
- 3. The Service Agreement is amended by:
 - (a) Adding to Section 1.1 of the General Terms of the Service Agreement the following:
 "The term of the Service Agreement is hereby extended for twenty-five (25) months from October 1, 2024, through October 31, 2026. The Airport Authority has the option to extend the Agreement in additional two (2) month increments not to exceed twelve (12) months."
 - (b) Pricing Schedule Section 6 shall be deleted in its entirety and replaced with the new Section 6 in Exhibit 1 of this Amendment.
- 4. This Amendment 4 and its attachments constitute part of the Agreement, and the definitions in the Agreement apply to this Amendment. In the event of inconsistency between the terms of the Agreement and those of this Amendment, this Amendment will prevail.
- 5. All terms and conditions of the Agreement not modified by this Amendment 4 remain unchanged.
- 6. The Agreement, as modified by this Amendment constitutes the entire agreement between the parties with respect to the matters contemplated therein and supersedes all other representations of the parties, whether written or oral, except if fraudulently made.



SIGNING PAGE

The parties may sign this Amendment by electronic signature. If a party decides to sign using an electronic signature, they agree that the electronic signature applied to this Amendment is authentic, has the same force and effect as a hand-written signature and is applied by the signatory with the intent to be bound by the terms and conditions of this Amendment.

Signed for and behalf of SITA by its duly authorised representative:	Signature:
	Name: Harihar Subramanian
	Title: Regional CFU, AMER
	Date: 8/21/2024
	,
Signed for and behalf of Customer by its duly authorised representative:	Signature:
	Name:
	Title:
	Date:



Exhibit 1



Pricing Schedule

6. Monthly Service Charges

6.1 SITA shall invoice and Customer shall pay to SITA the monthly service charges shown in the following table commencing October 1, 2024 through October 31, 2026.

Description	Amount (USD)
Monthly Service Charge	\$75,157.29



PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Arthur D. Little, LLC)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated August 19, 2024 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Arthur D. Little, LLC, ("Consultant"), a Delaware limited liability company ("Consultant").

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: air service development support for FY 2025.
- 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. "Commencement Date": September 1, 2024.
 - B. "Contract Administrator": Nerissa Sugars or a duly authorized designee.
 - C. "Contract Limit": \$70,000.
 - D. "Executive Director": Frank R. Miller or a duly authorized designee.
 - E. "Expiration Date": August 31, 2025.
- F. "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.
 - G. "Fee Schedule": the fee schedule set forth in the Proposal.
- H. "Indemnitees": the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.
- I. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B.
 - J. "Proposal": Consultant's July 10, 2024 proposal attached as Exhibit A.

K. "Services": the tasks set forth in the Proposal.

2. Services.

- A. Consultant shall perform the Services in a timely, regular basis in accordance with the Authority's rules for the Airport, the Federal Requirements, and applicable laws. 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.
- B. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 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 10 business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 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. Work Product Ownership.** All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.
- 7. Confidentiality. 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. 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.
- **8.** Conflict of Interest. Consultant shall not maintain or acquire any financial interest that may be affected by the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

9. Indemnification.

- A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any actual, alleged, or threatened 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 (collectively, "Liabilities") that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.
- B. Consultant's obligations under this section shall survive 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. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.
- **10. 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.
- 11. 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.

12. 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 based on the e-mail delivery.

Authority

Burbank-Glendale-Pasadena Airport Authority

2627 Hollywood Way Burbank, CA 91505 Attn: Nerissa Sugars

E-mail: NSugars@bur.org

Consultant Arthur D. Little, LLC 10 High Street, Suite 900 Boston, MA 02110

Attn: Jim Miller

E-mail: miller.jim@adlittle.com

- 13. 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. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.
- 14. 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.
- **15. 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. 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.
- 17. 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.

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

Arthur D. Little, LLC	
DocuSigned by: Con AF61DB677FE4CB	Pocusigned by: Kodolfo Guzman 25B2EA01620140F
Manager	Manager
[Pursuant to California Corporations Code Section 17703.01 articles of incorporation state that the firm is managed by only	
Burbank-Glendale-Pasadena Airport Authority	
Ara Najarian, President	
Approved as to form:	
Richards, Watson & Gershon A Professional Corporation	

EXHIBIT A Proposal

(attached)

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.
- 2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:
- A. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.
- B. 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.
- C. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.
- D. 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.
- E. 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, or 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.

- F. 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.
- G. 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.
- H. 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. 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. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work.

EXHIBIT C Non-AIP Project Federal Requirements

References in this Exhibit to "Contractor" shall be deemed to refer to Consultant.

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. <u>Civil Rights – Title VI Assurance</u>

- 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.

HOLLYWOOD BURBANK AIRPORT MOU WITH AQMD UPDATE

Burbank-Glendale-Pasadena Airport Authority September 16, 2024

Presented by Maggie Martinez
Director, Noise & Environmental Programs
and
Tami McCrossen-Orr
Program Director, Trifiletti Consulting, Inc.





Measure No.1 Ground Support Equipment



Program Description

Requires all GSE operators to reduce NOx emissions to achieve a GSE fleet average composite emissions factor equal to or less than 1.66 horsepower-hour of nitrogen oxides (g/hp-h of NOx) by January 1, 2023, and 0.74 g/hp-h of NOx by January 1, 2031.

Progress To Date

Parameter and an in the second

- Operators retired or removed 14 pieces of legacy GSE (pre-Tier 4 final diesel and pre-2010 non-diesel)
- 42.8% of BUR's GSE fleet is electric, an increase of almost 2% from 2022.
- Decrease in NOx emissions from 12.7 tons per year in 2022 to 9.9 tons per year in 2023 directly attributable to removal of legacy GSE.

Hollywood Burbank Airport MOU Summary

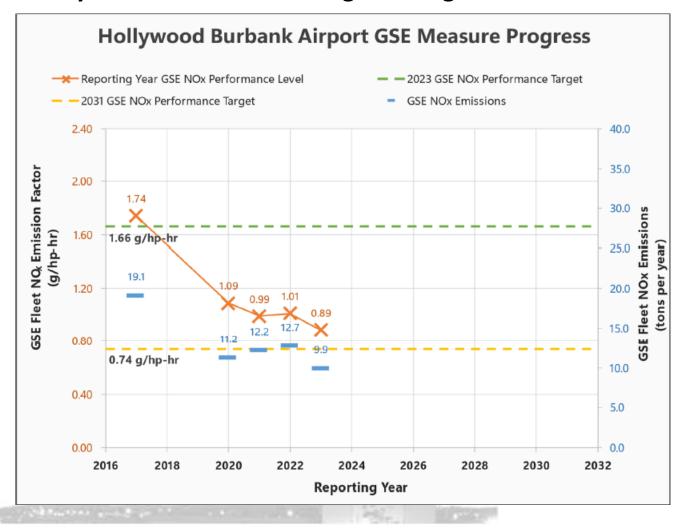
Fleet Mix ¹				Fleet Emissions (tons per year; metric tons for CO ₂ e) ²								
Year	Total	Electric	Diesel	Gas	Other	СО	ROG	NOx	PM ₁₀	PM _{2.5}	SO _x	CO ₂ e
2023	283	121	86	64	12	45.0	5.4	9.9	0.36	0.31	0.01	3,639
2022	297	121	96	67	13	51	5.8	12.7	0.41	0.35	0.01	3,789

- 1. Includes \geq 25 horsepower in-use equipment used in the calculation of the NOx performance factor.
- 2. Includes operation of all reported equipment, including <25 horsepower and low-use equipment.

Measure No.1 Ground Support Equipment



Hollywood Burbank GSE Program Progress



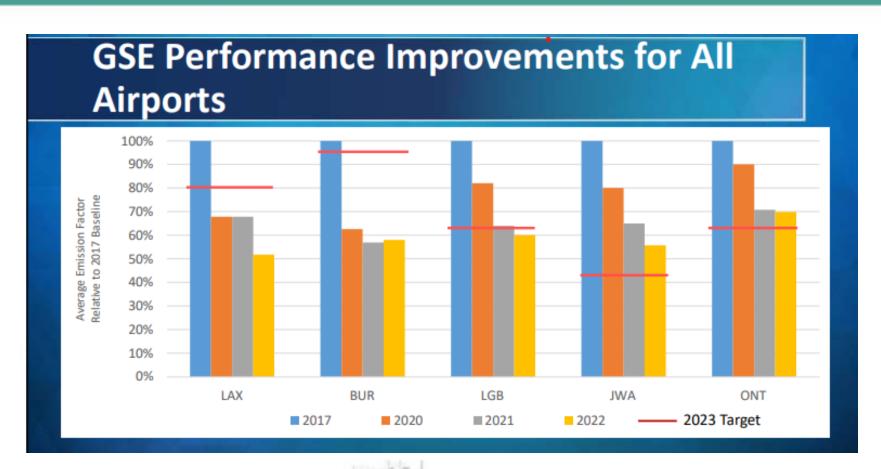
Progress To Date

- Fleet average emission factor continues downward trend:
 - 1.74 g/bhp-hr (2017)
 - 1.09 g/bhp-hr (2020)
 - 0.99 g/bhp-hr (2021)
 - 1.01 g/bhp-hr (2022)
 - 0.89 g/bhp-hr (2023)
 - 1.66 g/bhp-hr (2023 target)
- **2019:** Total NOx emissions were 19.07 tons/yr
- 2023: Total NOx emissions were 9.9 tons/yr

In 2023, BUR exceeded the 2023 target by 0.77 g/bhp-hr and continues to make significant progress towards the 2031 goal.

Measure No.1 GSE Program Performance Airport Comparison





Comparison to Other Airports:

Burbank's GSE Program not only achieved the interim target well before the 2023 deadline but also has outperformed all other airports subject to the SCAQMD Airports MOU.

Measure No. 2 Burbank Airport Shuttle Fleet Conversion



Program Description

 Percent of electric vehicles in BUR's bus fleet will increase with the objective of 50% electric fleet by 2023, and 100% conversion by 2031

Current Status

- BUR awarded a five-year contract to ACE Parking for shuttle services in July 2023 for service starting October 1, 2023.
 - Contract requires ACE Parking procure and utilize a minimum of 50% electric buses and install the necessary EV chargers to support the operation of that fleet within 18 months or by April 2025.
 - Any interim bus operations during the electric bus procurement process are required to be of a model year fewer than 9 years old.
 - An RFP for shuttle services following the conclusion of the current contract will include requirements to meet the 100% electric shuttle MOU commitment by 2031.

Measure No. 2 Burbank Airport Shuttle Fleet Conversion



2023 Hollywood Burbank Airport Shuttle Bus Emissions Inventory

Fleet Mix		Fleet Emissions (tons per year; metric tons for CO ₂ e)						
Electric	Natural Gas	CO	ROG	NOx	PM ₁₀	PM _{2.5}	SO _x	CO ₂ e
0 (0%)	9 (100%)	11.61	0.03	0.13	0.04	0.01	< 0.01	710





Thank You!



