

May 29, 2025

CALL AND NOTICE OF A REGULAR MEETING OF THE FINANCE AND ADMINISTRATION COMMITTEE 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, June 2, 2025, at 9:30 a.m.</u>, or immediately following the Commission meeting in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

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

Dial in: (978) 990-5000

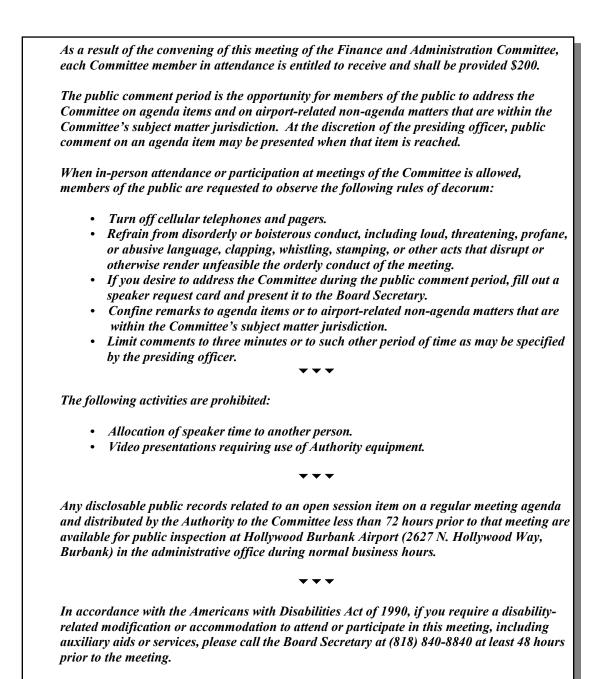
Access Code: 880737#

in Williams,

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

REGULAR MEETING OF THE FINANCE AND ADMINISTRATION COMMITTEE

Airport Skyroom Monday, June 2, 2025 9:30 a.m., or Immediately Following the Conclusion of the Commission Meeting



AGENDA

June 2, 2025

- 1. Roll Call
- 2. Staff Announcement: AB 23
- 3. Approval of Agenda
- 4. Public Comment
- 5. Approval of Minutes
 - a. May 27, 2025 [See page 1]
 - b. May 19, 2025 [See page 2]
- 6. Items for Approval
 - a. Transportation Security Administration Terminal Space Lease [See page 4]

A staff report is attached. Staff seeks a Finance and Administration Committee recommendation to the Commission for approval of a proposed Terminal Space Lease with the General Services Administration on behalf of the Transportation Security Administration for 3,500 square feet of exclusive use space for a period of one year.

- 7. Items for Discussion
 - a. Replacement Passenger Terminal Financing Report of the Airport Consultant Update

No staff report attached. Staff and the Airport Consultant, Ricondo & Associates, will update the Committee on the Feasibility Report updates for the anticipated issuance of the completion bond later this calendar year.

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

[See page 13]

9. Adjournment

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

MONDAY, MAY 27, 2025

A special meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:05 a.m., by Commissioner Wilson.

1. ROLL CALL Present:	Commissioners Wilson, Ovrom and Quintero	
Absent:	None	
Also Present:	Staff: John Hatanaka, Executive Director; Kathy David, Senior Deputy Executive Director	
2. 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).	
3. Public Comment	There were no public comments.	
4. Items for Discussion		
a. Proposed Fiscal Year 2025/2026 ("FY 2026") Annual Budget and Resolution 517 of the Burbank- Glendale-Pasadena Airport Authority Adopting the FY 2026 Annual Budget	Staff presented and discussed with the Committee the final proposed FY 2026 budget.	
	After the discussion, Staff requested that the Committee recommend to the Commission approval of Resolution No. 517 adopting the FY 2026 budget. Staff also informed the Committee of the concurrence received from the AAAC regarding the FY 2026 budget.	
Motion	Commissioner Quintero moved approval; seconded by Commissioner Ovrom	
Motion Approved	The motion was approved (3–0).	
5. Adjournment	The meeting was adjourned at 10:13 a.m.	

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

MONDAY, MAY 19, 2025

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 10:15 a.m., by Commissioner Wilson.

1. ROLL CALL Present:	Commissioners Wilson, Ovrom and Quintero	
Absent:	None	
Also Present:	Staff: John Hatanaka, Executive Director; Kathy David, Senior Deputy Executive Director; David Kwon, Director, Financial Services	
	Troy Rossow, Director, Institutional Relationship Management, Columbia Threadneedle Investments (via teleconference); Ron Stahl, Senior Portfolio Manager, Columbia Threadneedle Investments (via teleconference)	
2. Staff Announcement: AB 23	The 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. May 5, 2025	A draft copy of the minutes of the meeting of May 5, 2025, was included in the agenda packet for review.	
Motion	Commissioner Quintero moved approval; seconded by Commissioner Ovrom.	
Motion Approved	The minutes were unanimously approved (3–0).	

6. Items for Discussion

a. CMIA Quarterly Report (January 1, 2025 – March 31, 2025)	Troy Rossow of Columbia Threadneedle Investments, the Authority's investment advisor, participated via teleconference.
	Mr. Rossow and his colleague, Ron Stahl, who also participated via teleconference, presented a quarterly update on the status of the Authority's Operating and Passenger Facility Charge Investment portfolios ended March 31, 2025.
b. FY 2026 Budget Development	Staff continued the FY 2026 budget development process with the Committee, focusing on proposed Operations & Maintenance expenditures.
7. Items for Information	
a. Committee Pending Items	Staff reviewed future items to be presented to the Committee.
8. Adjournment	The meeting was adjourned at 11:44 a.m.

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY FINANCE AND ADMINISTRATION COMMITTEE JUNE 2, 2025

TRANSPORTATION SECURITY ADMINISTRATION TERMINAL SPACE LEASE

Presented by Scott Kimball Deputy Executive Director, Business Development

<u>SUMMARY</u>

Staff seeks a Finance and Administration Committee ("Committee") recommendation to the Commission for approval of a proposed Terminal Space Lease ("Lease") with the General Services Administration ("GSA") on behalf of the Transportation Security Administration ("TSA") for 3,500 square feet of exclusive use space for a period of one year.

BACKGROUND

On April 21, 2003, the Authority entered into a five-year Lease ("2003 Lease") with the GSA on behalf of the TSA for office space at the Airport. The 2003 Lease covered three phases of occupancy. Phase 1 covered an initial period from August 1, 2002 to December 17, 2002 for 6,903 square feet of space located throughout the Airport. Phase 2 covered the period of December 17, 2002 to April 30, 2003 and added 619 square feet of interim modular space. Phase 3 covered the period from May 1, 2003 to June 30, 2008 for permanent lease premises comprised of 3,500 square feet of space located within the East Concourse. The 2003 Lease was extended for an additional five years scheduled to expire on June 4, 2013.

On November 5, 2012, the Authority entered into a ten-year Lease ("2012 Lease") with the GSA on behalf of the TSA for the same 3,500 square feet of exclusive use space located in the East Concourse as previously occupied. The 2012 Lease was scheduled to expire on June 4, 2023.

On May 15, 2023, the Authority entered into a three-year Lease ("2023 Lease") with the GSA on behalf of the TSA for the same 3,500 square feet of exclusive use space located in the East Concourse as previously occupied. The 2023 Lease is set to expire on June 4, 2026.

The GSA on behalf of the TSA reached out to Staff requesting an extension for the same 3,500 square feet of exclusive use space as currently occupied.

The proposed Lease is for a one-year term subject to early termination upon closure of the existing passenger terminal when the Replacement Passenger Terminal ("RPT") opens. The rental rate for the proposed Lease is \$12,314.17 per month or \$147,770.00 per year.

DETAILS

The key components of the proposed Lease are as follows:

Premises:	3,500 square feet of office space located within the East Concourse.	
Term:	One-year commencing June 5, 2026.	
Rent:	\$12,314.17 per month or \$147,770.00 per year.	
Termination:	Tenant may terminate by giving at least 30 days' prior notice in writing. Automatically termination upon closure of existing passenger terminal and upon opening of the RPT.	

BUDGET IMPACT

No budget impact for extended period.

STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission that it approve the proposed Lease with the GSA on behalf of the TSA and authorize the President to execute same.

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-09P-LCA01775
ADDRESS OF PREMISES: Bob Hope Airport 2627 N Hollywood Way Burbank, California 91505-1096	PDN Number: N/A

THIS AMENDMENT is made and entered into between:

Burbank Glendale Pasadena Airport Authority

whose address is:	2627 N Hollywood Way	
	Burbank, CA 91505-1096	

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the Lease to extend the lease term of the lease for 12 months.

Now, therefore, the parties for the consideration hereinafter mentioned agree that the Lease is amended, **effective upon execution by the Government** as follows:

A. Revised Lease Term; Extended Term. The term of the Lease is currently scheduled to expire on 06/04/2026 ("Lease Expiration Date"). The term of the lease is extended to 06/04/2027 ("Revised Lease Expiration Date") and, unless terminated earlier under the terms of this Lease, will expire on the Revised Lease Expiration Date. The period of time beginning on the day following the Lease Expiration Date and continuing through the Revised Lease Expiration is the "Extended Term."

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR: FOR THE GOVERNMENT: Signature: Signature: Name: **Guadalupe Flores** Name: Title: Title: Lease Contracting Officer GSA, Public Buildings Service Entity: Date: Date: WITNESSED FOR THE LESSOR BY: Signature: Name:

Lease	Amendment N	o 1 – GS-09P	P-LCA01775 Pa	ae 1 of 2

Title: Date: B. The Government shall pay the Lessor annual rent during the Extension Term, payable in monthly installments in arrears, at the following rates:

Rent Type	Annual Amount	Annual Rate/ RSF
Shell Rent	\$147,770.00	\$42.22
Total Rent	\$147,770.00	\$42.22

- C. Termination. The Government may terminate this lease in whole or in part after 06/04/2026 during the Extended Term by giving at least 30 days' prior notice in writing to the Lessor. This lease shall automatically terminate upon the Lessor's opening of a Replacement Passenger Terminal and closure of the Premises. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
- D. The clauses contained in the attachment "Additional FAR and GSAR Clauses for Lease Extensions" are hereby attached to and incorporated into the Lease

ADDITIONAL FAR AND GSAR CLAUSES FOR LEASE EXTENSIONS

The following clauses are hereby incorporated into the Lease and replace any prior versions of these clauses contained in the Lease or its attachments:

1) 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

This clause is incorporated by reference.

2) 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)

This clause is incorporated by reference.

3) 52.204-30 Federal Acquisition Supply Chain Security Act Orders - Prohibition (Dec 2023)

(a) Definitions. As used in this clause-

Covered article, as defined in 41 U.S.C. 4713(k), means-

- Information technology, as defined in <u>40 U.S.C. 11101</u>, including cloud computing services of all types;
- Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (<u>47 U.S.C. 153</u>);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see <u>32 CFR part 2002</u>); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.
- FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in <u>41 CFR 201–1.303(d)</u> and (e):
 - (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
 - (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
 - (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following-

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in <u>44 U.S.C. 3552</u>, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
- Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.
- Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) Prohibition.

- (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:
 - (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
 - (ii) For all other solicitations and contracts DHS FASCSA orders apply.
- (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <u>https://www.sam.gov</u> to locate applicable FASCSA orders identified in paragraph (b)(1).
- (3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR <u>4.2304</u>(c)). However, see paragraph (c) of this clause.
- (5)
- (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:
 - (A) Name of the product or service provided to the Government;
 - (B) Name of the covered article or source subject to a FASCSA order;
 - (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
 - (D) Brand;
 - (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
 - (F) Item description;
 - (G) Reason why the applicable covered article or the product or service is being provided or used;
- (ii) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

- (c) Notice and reporting requirement.
 - (1) During contract performance, the Contractor shall review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
 - (2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
 - (3)
- (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
- (ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
 - (A) If a Department of Defense contracting office, the Contractor shall report to the website at <u>https://dibnet.dod.mil</u>.
 - (B) For all other contracting offices, the Contractor shall report to the Contracting Officer.
- (4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:
 - (i) Within 3 business days from the date of such identification or notification:
 - (A) Contract number;
 - (B) Order number(s), if applicable;
 - (C) Name of the product or service provided to the Government or used during performance of the contract;
 - (D) Name of the covered article or source subject to a FASCSA order;
 - (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
 - (F) Brand;
 - (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

- (H) Item description; and
- (I) Any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
 - (A) Any further available information about mitigation actions undertaken or recommended.
 - (B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (d) Removal. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (e) Subcontracts.
 - (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
 - (2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY FINANCE AND ADMINISTRATION COMMITTEE JUNE 2, 2025

COMMITTEE PENDING ITEMS

Tentative Presentation

1.	March/April Treasurer's Reports	June 16, 2025

2. Award of Hangar Lease - (Hangars 44 and 45 – TBD Earthstar)

FINANCE/PENDING ITEMS/6-2-2025