



May 28, 2026

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

NOTICE is hereby given that a regular meeting of the Legal, Government and Environmental Affairs Committee will be held on Monday, June 1, 2026, at 8:30 a.m., in the Burbank Room 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: (701) 802-5334
Access Code: 2451017#*

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

REGULAR MEETING
OF THE
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
Burbank Room
Monday, June 1, 2026
8:30 a.m.



The public comment period is the opportunity for members of the public to address the Committee on agenda items and on Airport-related non-agenda matters that are within the Committee's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached.

Members of the public are requested to observe the following decorum when attending or participating in meetings of the Committee:

- *Turn off cellular telephones and pagers.*
- *Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.*
- *If you desire to address the Committee during the public comment period, fill out a speaker request card and present it to the Board Secretary.*
- *Confine remarks to agenda items or to Airport-related non-agenda matters that are within the Committee's subject matter jurisdiction.*
- *Limit comments to three minutes or to such other period of time as may be specified by the presiding officer.*



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 Committee less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.



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, June 1, 2026

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes
 - a. May 18, 2026 **[See page 1]**
5. Items for Approval
 - a. Approval of License Agreement Amendment
Temporary Water Connection - City of Burbank **[See page 3]**

Staff seeks the recommendation of the Legal, Government, and Environmental Affairs Committee to the Commission to approve the proposed Amendment No. 1 ("Amendment") to the License Agreement with the City of Burbank for temporary access and use of the Authority's property to install potable and fire protection water connections to the Replacement Passenger Terminal at the entrance to the new terminal located at Hollywood Way and Winona Ave intersection.

At its meeting on May 19, 2026, the Burbank City Council, as part of its Consent Calendar, approved the proposed Amendment.

Subject to the Committee's recommendation, this item has also been included in the Commission agenda for its meeting immediately following the Committee's meeting.
6. Items for Information
 - a. Committee Pending Items **[See page 8]**
7. Adjournment: To Monday, June 15, 2026, for the next regularly scheduled meeting of the Legal, Government and Environmental Affairs Committee, 2627 Hollywood Way, Burbank Room

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

MONDAY, MAY 18, 2026

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 8:38 a.m., by Commissioner Gabel-Luddy.

1. ROLL CALL

Present: Commissioners Gabel-Luddy, Najarian and Lyon

Absent: None

Also Present: Aaron Galinis, Principal Airport Planner

2. Approval of Agenda

Motion Commissioner Lyon moved approval of the agenda; seconded by Commissioner Najarian.

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

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. April 6, 2026

The agenda packet included a draft copy of the April 6, 2026, Committee meeting minutes for review and approval.

Motion Commissioner Najarian moved approval of the minutes; seconded by Commissioner Lyon.

Motion Approved The motion was approved (3–0).

5. Items for Approval

a. Amendment No. 1 to Professional Services Agreement – Harris Miller Miller Hanson Inc.

Staff sought a Legal, Government and Environmental Affairs Committee recommendation to the Commission to approve Amendment No. 1 (“Amendment”), for the Professional Services Agreement with Harris Miller Miller & Hanson Inc. The Amendment includes \$30,000 for additional outreach services related to the preparation of an Airport Noise Compatibility Study pursuant to

Code of Federal Regulations Title 14, Part 150, a contingency of \$20,000 for any extra outreach that becomes necessary, and a contract extension to July 16, 2027.

Motion

Commissioner Lyon moved approval of the of the recommendation; seconded by Commissioner Najarian.

Motion Approved

The motion was approved (3–0).

6. Items for Information

a. Committee Pending Items

The Committee briefly discussed the future pending items.

7. Adjournment

The meeting was adjourned at 8:46 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
JUNE 1, 2026**

**APPROVAL OF LICENSE AGREEMENT AMENDMENT
TEMPORARY WATER CONNECTION
CITY OF BURBANK**

Presented by Perry Martin
Jacobs Sr. Program Manager

SUMMARY

Staff seeks the recommendation of the Legal, Government, and Environmental Affairs Committee (“Committee”) to the Commission to approve the proposed Amendment No. 1 (“Amendment”), copy attached, to the License Agreement (“Agreement”) with the City of Burbank (“City”) for temporary access and use of the Authority’s property to install potable and fire protection water connections to the Replacement Passenger Terminal (“RPT”) at the entrance to the new terminal located at Hollywood Way and Winona Ave intersection.

At its meeting on May 19, 2026, the Burbank City Council, as part of its Consent Calendar, approved the proposed Amendment.

Subject to the Committee’s recommendation, this item has also been included in the Commission agenda for its meeting immediately following the Committee’s meeting.

BACKGROUND

The RPT project has reached the stage where permanent water connections to the RPT can be undertaken. The City, through the Burbank Water and Power Department (“BWP”), will be providing potable and fire protection water service to the RPT. As part of ongoing work, the project is scheduled to make a second permanent connection to BWP’s main water system to service the RPT. The water connection is a necessary step on the construction schedule to enable flushing and activation of the RPT’s internal water systems.

The point of connection between BWP and the RPT is on the Authority’s property. To ensure BWP has access for service and maintenance of the water meters and other appurtenances, a permanent access easement between the Authority and the City will be required in the future.

The process of recording the water easement is undertaken when a project is completed. Timing for the recording of the easement is not expected to occur until the second quarter of 2027. In the interim, the Agreement has been executed to provide BWP the access it requires to make the necessary water connections on the RPT site and at the Hollywood Way and Winona Ave intersection. The Agreement outlines the terms under which BWP may proceed with the water connections and perform necessary work. The proposed Amendment will expand the licensed premises and the permissible activities that can be conducted by BWP.

STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission to approve the proposed Amendment with the City and authorize the President to execute the same.

STAFF REPORT\LEGAL\6-1-2026
APPROVAL OF LICENSE AGREEMENT AMENDMENT
TEMPORARY WATER CONNECTION
CITY OF BURBANK
3256409.2

**AMENDMENT NO. 1 TO
LICENSE AGREEMENT**

This Amendment No. 1 (“First Amendment”) to the October 6, 2025 License Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Licensor”), a California joint powers agency, and the City of Burbank (“Licensee”), a California municipal corporation, is dated May 20, 2026 for reference purposes. Capitalized terms not otherwise defined in this First Amendment shall have the meaning given to such terms in the Agreement.

RECITALS

A. The parties executed the Agreement to provide for Licensor’s grant to Licensee of a right to temporarily use and have access to the Licensed Premises for the purposes and obligations related to installation, inspection, operation, and maintenance of water lines and related points of connection.

B. The parties desire to amend the Agreement to expand the Licensed Premises and the Permitted Activities.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Addition of Exhibit A-1. The Licensed Premises are expanded by adding the area depicted in the attached Exhibit A-1, incorporated by this reference. All references in the Agreement to the Licensed Premises shall be deemed to refer to the land described on Exhibits A and A-1.

2. Addition of Exhibit B-1. The Permitted Activities are expanded by adding the activities listed in the attached Exhibit B-1, incorporated by this reference. All references in the Agreement to the Permitted Activities shall be deemed to refer to the activities set forth on Exhibits B and B-1.

3. Counterparts. This First Amendment may be executed in any number of 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 First Amendment 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.

4. Preservation of Agreement. Except as expressly modified by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED:

Licensee
City of Burbank

By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Print Name: _____

Title: _____

Date: _____

Licensor:
Burbank-Glendale-Pasadena
Airport Authority

By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A-1 Additional Licensed Premises

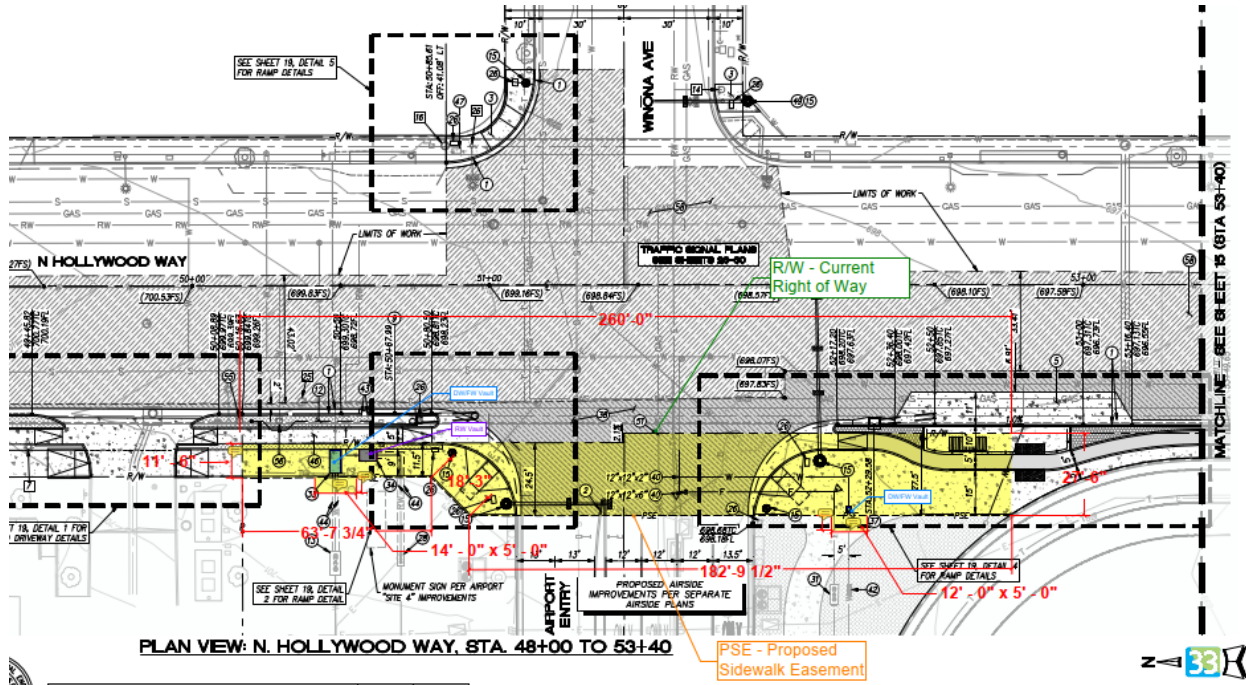


EXHIBIT B-1
Additional Permitted Activities

1. Licensee shall have the right to temporarily access and use Airport land, on the west side of Hollywood Way at the Winona Avenue intersection, for the purposes set forth in this First Amendment.
2. Licensee, through Burbank Water and Power (“BWP Water”), shall install and/or perform:
 - 8" potable service line, 8" meter and vault, and related appurtenances.
 - 4" recycled water service line, 4" meter and vault and related appurtenances.
 - 2" potable service line, tapping saddle, 2" valve, 2" potable water line, 2" meter and vault, and related appurtenances.
 - 6" fire water service line, thrust block up to the future PSE (proposed sidewalk easement).
 - Demolition of the existing 8" abandoned water line. water blowoff valve & manhole.

(collectively, the “BWP Connections”) within the Licensed Premises.
3. Licensee, through BWP Water, shall complete turn-key installation of the BWP Connections, including temporary shoring for excavation, pipe bedding, and any other temporary means and methods necessary for the installation, based on a survey of the Licensed Premises prepared by Licensor or its agent that establishes the point of connection, horizontal alignments, and elevations for the installation of the BWP Connections (the “Site Survey”). Licensee shall bear the costs of any re-installation or relocation of the BWP Connections required due to deviations from the Site Survey. If re-installation or relocation of the BWP Connections is required due to errors in the Site Survey, Licensor shall reimburse Licensee for re-installation or relocation costs that are directly attributable to errors in the Site Survey. If the newly installed BWP Connections are damaged during the construction by Licensor of civil improvements such as roadways, curbs and gutters, planters, or landscaping (“Infrastructure Improvements”), Licensor shall reimburse Licensee for re-installation or relocations costs that are directly attributable to construction of the Infrastructure Improvements.
4. BWP Water shall dig a minimum 30” wide trench to install the service lines, and the excavations for the meters, vaults and appurtenances.
5. BWP Water shall perform all necessary underground utility avoidance best practices, including DigAlert, as-built review, and hand digging (if applicable). BWP Water shall provide temporary shoring and support for all existing utilities encountered within the Licensed Premises impacted by the construction of the BWP Connections.
6. BWP Water shall backfill all trenches in the Licensed Premises per BWP Water standards and restore the finished elevation to match conditions that existed prior to construction.
7. BWP Water shall have access to the service line, vault, meter, and appurtenances for routine maintenance and in case of emergencies.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
JUNE 1, 2026
COMMITTEE PENDING ITEMS**

Future

Tentative Presentation

1. LEEDS to Density Presentation (City of Burbank - Golden State Plan)

TBD

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is dated October 6, 2025 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 and obligations set forth on Exhibit B related to installation, inspection, operation, and maintenance of water lines and related points of connection (collectively, "Permitted Activities").
- C. In consideration of the Licensee's use of and access to the Licensed Premises, the Permitted Activities will limit unforeseen water shut-offs and primarily 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 Licensed Premises 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 October 6, 2025 and shall expire on the earlier of (i) the date upon which an easement authorizing Licensee to perform the Permitted Activities within the Licensed Premises, or a larger area that includes the Licensed Premises, is recorded in the Official Records of Los Angeles County, or (ii) January 31, 2027. Either party may terminate the License Term at any time upon 75 days' prior written notice to the other party. 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 Licensed 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 off or otherwise obstructing access to 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, unless otherwise requested by Licensor, 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. Each party shall indemnify, defend, and hold harmless the other party, and the other party'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 the actions or omissions of the indemnified party, and the other party's officers, agents, contractors or employees. The obligations under this section shall survive the expiration or earlier termination of this Agreement.

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.

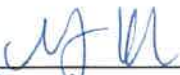
8. Integration. This Agreement contains the entire agreement of the parties with respect to the Licensee's use of the Licensed Premises for the Permitted Activities.

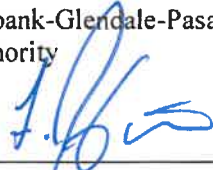
9. Representations and Warranties. Licensor and Licensee each represents and warrants that (a) it has the authority to enter into this Agreement, (b) the execution, delivery and performance by it shall not result in any default or breach of any agreement and (c) no other consent or approval is necessary for the execution, delivery and performance of this Agreement.

EXECUTED:

Licensee:
City of Burbank

Licensor:
Burbank-Glendale-Pasadena Airport
Authority

By: 
10/16/25

By: 


Print Name: Mandip Kaur Samra

Print Name: Tyron Hampton

Title: General Manager - BWP

Title: Vice President

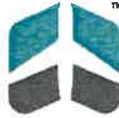
Approved as to Form
Office of the City Attorney

By: 
Title: _____
Date: 10 22 25

Kane Thuyen
Senior Assistant City Attorney

EXHIBIT A
Licensed Premises

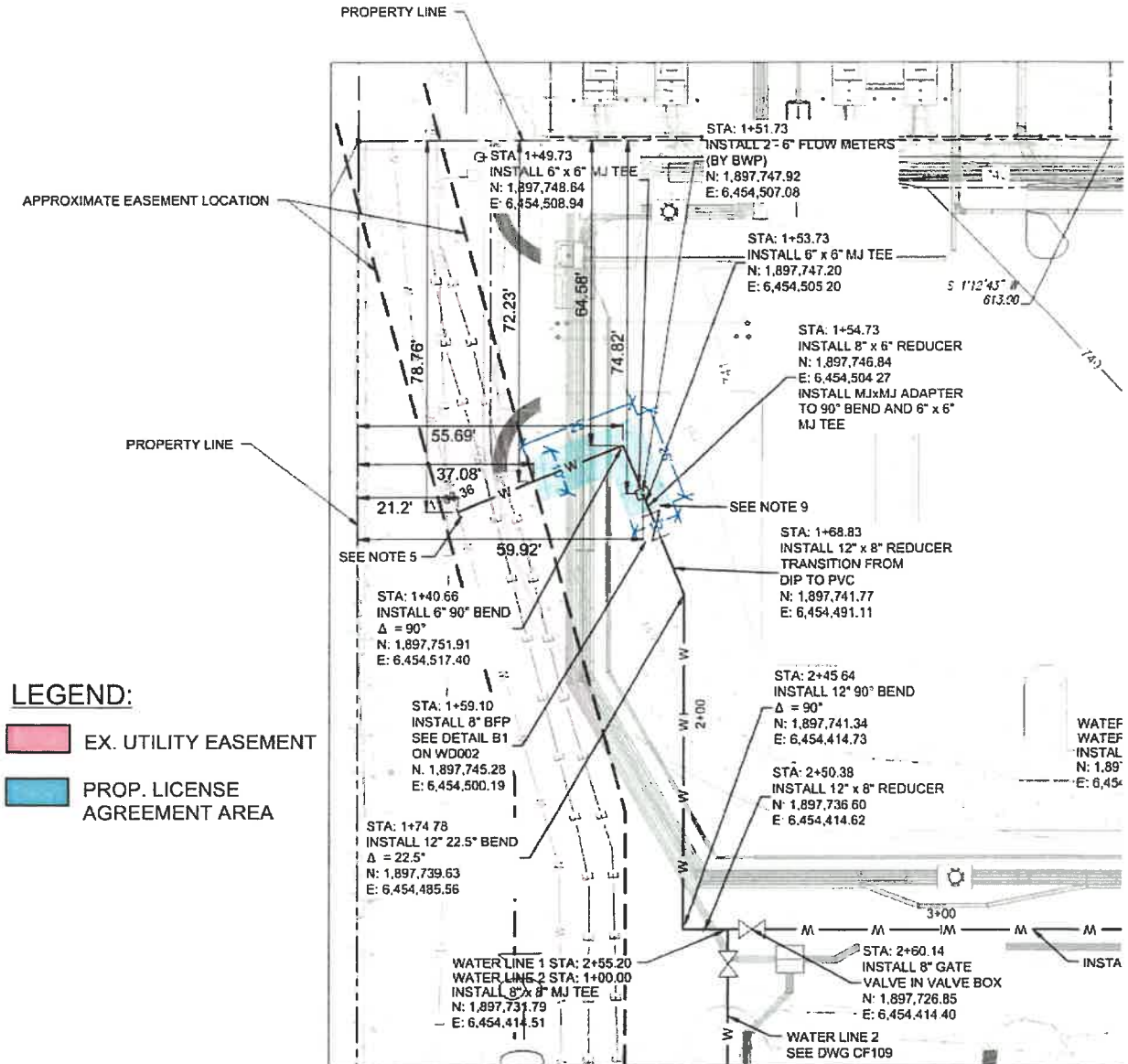
(Attached)



Hollywood Burbank Airport

EXHIBIT A

Licensed Premises



A1 PLAN WATER LINE 1

EXHIBIT B
Permitted Activities

1. Licensee shall have the right to temporarily access and use Airport land, adjacent to an existing 12" water main line owned by Licensee and located on an existing utility easement on Cohasset Street, for the purposes set forth in this Agreement.
2. Licensee, through Burbank Water and Power ("BWP Water"), shall install a 12" x 8" tapping saddle, 8" valve, 8" potable service line, 8" compound meter and vault, and related appurtenances (collectively, the "BWP Connection") within the Licensed Premises.
3. Licensee, through BWP Water, shall complete turn-key installation of the BWP Connection, including temporary shoring for excavation, pipe bedding, and any other temporary means and methods necessary for the installation, based on a survey of the Licensed Premises prepared by Licensor or its agent that establishes the point of connection, horizontal alignments, and elevations for the installation of the BWP Connection (the "Site Survey"). Licensee shall bear the costs of any re-installation or relocation of the BWP Connection required due to deviations from the Site Survey. If re-installation or relocation of the BWP Connection is required due to errors in the Site Survey, Licensor shall reimburse Licensee for re-installation or relocation costs that are directly attributable to errors in the Site Survey. If the newly installed BWP Connection is damaged during the construction by Licensor of civil improvements such as roadways, curbs and gutters, planters, or landscaping ("Infrastructure Improvements"), Licensor shall reimburse Licensee for re-installation or relocations costs that are directly attributable to construction of the Infrastructure Improvements.
4. BWP Water shall dig a minimum 30" wide trench to install the tapping saddle, valve and water service line, and a 6' x 9' trench to install the meter, vault and appurtenances.
5. BWP Water shall perform all necessary underground utility avoidance best practices, including DigAlert, as-built review, and hand digging (if applicable). BWP Water shall provide temporary shoring and support for all existing utilities encountered within the Licensed Premises impacted by the construction of the BWP Connection.
6. BWP Water shall backfill all trenches in the Licensed Premises per BWP Water standards and restore the finished elevation to match conditions that existed prior to construction.
7. BWP Water shall have access to the service line, vault, meter, and appurtenances for routine maintenance and in case of emergencies.
8. Licensee shall repair the Licensed Premises to a condition substantially similar to the condition immediately before Licensee's work related to the Permitted Activities. Licensee shall not be responsible for any maintenance within the Licensed Premises,

except with respect to Licensee's facilities located at the Licensed Premises from the point of connection up to the customer valve, as depicted in Exhibit A.

EXHIBIT C
Federal Requirements

For purposes of this Exhibit, references to "Tenant" 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 Tenant 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, 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. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Tenant") 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 Tenants, 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 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)];

11. 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 Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Tenant"), agrees as follows:

1. Compliance with Regulations: The Tenant 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 Tenant, 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, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Tenant 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 Tenant 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 Tenant of the Tenant'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 Tenant 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 Tenant is in the exclusive possession of another who fails or refuses to furnish the information, the Tenant 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 Tenant'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 Tenant under the contract until the Tenant complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Tenant 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 Tenant 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 Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Tenant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Tenant may request the United States to enter into the litigation to protect the interests of the United States.

3. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program

A. The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. In the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

4. Construction/Use/Access to Real Property Acquired Under the Airport Improvement Program

A. The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. In the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.