



August 13, 2026

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, August 17, at 9:00 a.m., 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

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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of August 17, 2026

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, August 17, 2026

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 **[See page 1]**
 - (i) July 1, 2026
 - 2) Operation and Development Committee **[See page 3]**
 - (i) June 15, 2026
 - 3) Finance and Administration Committee **[See page 6]**
 - (i) June 15, 2026
 - b. Commission Minutes **[See page 10]**
 - 1) July 20, 2026
 - c. Treasurer's Report **[See page 16]**
 - 1) May 2026
 - d. Award of Extension – Legislative Representation Service Contract **[See page 42]**
 - e. Approval of Amendment No. 1 Professional Services Agreement Taxiway A and C Extension Design Services **[See page 44]**
 - f. Amendment No. 1 to Space Lease American National Red Cross **[See page 46]**
 - g. Non-Exclusive Peer-to-Peer Vehicle Sharing License Agreement Turo, Inc. **[See page 54]**
 - h. Amendment to Lease Nos. LCA01775 & LCA02701 **[See page 56]**

- i. Fourth Amendment to Lease Agreement
HERC Rentals, Inc. ***[See page 57]***
- j. Award of Temporary Construction Access Easement Agreement ***[See page 62]***
- k. Approval of Copier Lease and Maintenance Services
Purchase Order – Canon U.S.A., Inc. ***[See page 66]***
- l. Approval of Electrical Interconnection & Metering Agreement
City of Burbank ***[See page 68]***
- m. Flash Parking, Inc. and Blink Network, LLC
Software Subscription and End User Agreements ***[See page 69]***
- n. Ratification of Contingency Utilization
Security Screening Checkpoint Equipment
Transportation and Installation ***[See page 72]***
- o. Increase in ACE Parking FY 2027 Budget Appropriations to
Support Supplemental Shuttle Services ***[See page 74]***
- 6. ITEMS FOR COMMISSION APPROVAL
 - a. Approval of Amendment No. 1
Landscape Maintenance Services Agreement ***[See page 76]***
 - b. Approval of Amendment No. 2 and Task Order Allowance
Janitorial Services Agreement – C&W Facility Services, Inc. ***[See page 78]***
 - c. Award of Replacement Contract - Envirosuite ***[See page 82]***
 - d. Second Amendment to Professional Services Agreement
Airport Marketing Consultant Services ***[See page 90]***
 - e. Digital Content Management System Support and
Services Agreement ***[See page 93]***
 - f. Approval of Contractor Change Request (CCR-00094)
for Temporary Power and Third-Party QC Inspection Impacts
Replacement Passenger Terminal ***[See page 95]***
- 7. ITEMS FOR COMMISSION INFORMATION
 - a. Commissioner Procurement Training
 - b. Replacement Passenger Terminal Construction Update
 - c. Replacement Passenger Terminal Concession Update
 - d. Replacement Passenger Terminal ADA Update

8. CLOSED SESSION

- a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation (California Government Code Section 54956.9(d)(4)):
1 potential case.

9. ITEMS PULLED FOR DISCUSSION

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 a future meeting.)

12. PUBLIC COMMENT

- 13. ADJOURNMENT: To September 21, 2026, for the next regularly scheduled meeting of the Burbank-Glendale-Pasadena Airport Authority, 2627 N Hollywood Way, Skyroom

COMMISSION NEWSLETTER

Monday, August 17, 2026

[Regarding agenda items]

5. CONSENT CALENDAR

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

- a. COMMITTEE MINUTES. A copy of the approved minutes of the Executive Committee special meeting of July 1, 2026, a copy of the approved minutes of the Operations and Development Committee meeting of June 15, 2026; and a copy of the approved minutes of the Finance and Administration Committee meeting of June 15, 2026, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the July 20, 2026, Commission meeting minutes are included in the agenda packet for review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for May 2026 is included in the agenda packet. At its meeting on July 20, 2026, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission note and file this report.
- d. AWARD OF EXTENSION – LEGISLATIVE REPRESENTATION SERVICE CONTRACT. A staff report is included in the agenda packet. Subject to the recommendation of the Legal, Government and Environmental Affairs Committee at its meeting immediately preceding the Commission meeting, Staff seeks a Commission recommendation to authorize the exercise of the first of two one-year extension options for the Legislative Representation Services Contract with California Public Policy Group.
- e. APPROVAL OF AMENDMENT NO. 1 PROFESSIONAL SERVICES AGREEMENT – TAXIWAY A AND C EXTENSION DESIGN SERVICES. A staff report is included in the agenda packet. At its meeting on July 20, 2026, the Operations and Development Committee voted (3–0) to recommend that the Commission approve a proposed Amendment No. 1 ("Amendment") to the Professional Services Agreement with HNTB Corporation for design of the Taxiway A and C Extension/Construction Projects. The Amendment proposes an increase of \$170,000 to the PSA for design engineering services to cover unforeseen design changes. The Amendment would result in a total contract value not-to-exceed \$3,515,260.
- f. AMENDMENT NO. 1 TO SPACE LEASE – AMERICAN NATIONAL RED CROSS. A staff report is included in the agenda packet. At its meeting on July 20, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve a proposed Amendment No. 1 to Space Lease with the American National Red Cross, to extend the term of the Lease for an additional two years to October 31, 2028, and to revise the Lease to include updated federal requirements.

- g. **NON-EXCLUSIVE PEER-TO-PEER VEHICLE SHARING LICENSE AGREEMENT – TURO, INC.** A staff report is included in the agenda packet. At its meeting on July 20, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve a proposed Non-Exclusive Peer-to-Peer Vehicle Sharing License Agreement with Turo, Inc., to provide authorized access to the Airport for Turo to conduct its commercial business in Lot G located in the Southeast Quadrant of the Airport.
- h. **AMENDMENT TO LEASE NOS. LCA01775 & LCA02701.** A staff report is included in the agenda packet. At its meeting on July 20, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve proposed Lease Amendments with the General Services Administration to comply with the language modification mandated under Executive Order No. 14398. The Lease Amendments are for the 2011 Hangar Lease and the 2023 Terminal Space Lease executed by the Authority and GSA.
- i. **FOURTH AMENDMENT TO LEASE AGREEMENT – HERC RENTALS, INC.** A staff report is included in the agenda packet. At its meeting on August 5, 2026, the Executive Committee voted (3–0) to recommend that the Commission approve a proposed Amendment No. 4 to the Lease Agreement between Herc Rentals, Inc. (“HERC”) and the Authority to increase the rent credit from \$582,000 to \$980,000 for the cost of construction and installation of a block wall along a portion of HERC's leasehold perimeter per the terms of the Third Amendment to the Lease.
- j. **RATIFICATION OF TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT.** A staff report is included in the agenda packet. Subject to the recommendation of the Legal, Government and Environmental Affairs Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to ratify a proposed Temporary Construction Access Easement Agreement with Herc Rentals Inc., for temporary access and use of the Authority's property to construct a block wall adjacent to the Replacement Passenger Terminal project site.
- k. **APPROVAL OF COPIER LEASE AND MAINTENANCE SERVICES PURCHASE ORDER – CANON U.S.A., INC.** A staff report is included in the agenda packet. At its meeting on July 20, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve a Purchase Order to Canon U.S.A., Inc., for a sixty-month multifunction copier lease and maintenance services utilizing the cooperative purchasing agreement through Omnia Partners for the replacement of the Airport's existing inventory of multifunction copiers. The proposal from Canon is for twenty enterprise multifunction copiers and maintenance services.
- l. **APPROVAL OF ELECTRICAL INTERCONNECTION & METERING AGREEMENT – CITY OF BURBANK.** A staff report is included in the agenda packet. At its meeting on August 5, 2026, the Executive Committee voted (3–0) to recommend that the Commission approve an Electrical Interconnection & Metering Agreement with the City of Burbank to interconnect and operate Solar Electrical Generating Facilities at the Replacement Passenger Terminal.
- m. **FLASH PARKING, INC. AND BLINK NETWORK, LLC – SOFTWARE SUBSCRIPTION AND END USER AGREEMENTS .** A staff report is included in the agenda packet. Subject to the recommendation of the Operations and

Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks the Commission to approve:

1) an annual subscription agreement with FlashParking, Inc. ("FLASH"), for the use of its Flash OS platform, which is required to operate and manage the Authority's new Parking Access and Revenue Control System ("PARCS"). The first-year subscription amount of \$27,427 will be paid by the Authority's design-builder, Holder, Pankow, TEC – A Joint Venture, and each subsequent year's subscription fee will be paid by the Authority, subject to an annual increase of up to 5%. Under the agreement, Flash will also manage the payment gateway vendor for all credit card processing and settlement for the PARCS, and the Authority will remain the merchant of record; and 2) an end user agreement with Blink Network, LLC ("Blink"), that is an administrative document identifying the primary contacts for the Authority and allowing the use of the Blink Charging Station Network Platform. This agreement stipulates that Blink will receive 10% of EV charging session fees along with an annual subscription fee of \$240 per port for its EV charging stations (approximately \$71,760 for the currently installed 299 charging ports). The first-year subscription fee will be paid by HTPJV with the Authority paying each subsequent year's subscription fee.

n. **RATIFICATION OF CONTINGENCY UTILIZATION SECURITY SCREENING CHECKPOINT EQUIPMENT TRANSPORTATION AND INSTALLATION.** . A staff report is included in the agenda packet. Staff seeks the Commission's ratification of the Executive Director's authorization to utilize \$100,403 of the Commission's pre-authorized contingency of \$206,500 for the Replacement Passenger Terminal security screening checkpoint equipment transportation / installation contract.

o. **INCREASE IN ACE PARKING FY 2027 BUDGET APPROPRIATIONS TO SUPPORT SUPPLEMENTAL SHUTTLE SERVICES.** A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to increase the FY 2027 budget appropriations for ACE Parking III, LLC by \$275,000 for the addition of supplemental shuttle services identified through the Operational Readiness, Activation and Transition process to support Replacement Passenger Terminal ("RPT") Day one operations. The additional shuttles will supplement the three shuttles currently programmed in the FY 2027 budget serving routes to remote parking lots during peak passenger hours following the opening of the RPT in October 2026.

6. **ITEMS FOR COMMISSION APPROVAL**

a. **APPROVAL OF AMENDMENT NO. 1 LANDSCAPE MAINTENANCE SERVICES AGREEMENT.** A staff report is included in the agenda packet. At its meeting on July 20, 2026, the Operations and Development Committee voted (3–0) to recommend that the Commission approve a proposed Amendment No. 1 to the Landscape Maintenance Services Agreement with Parkwood Landscape Maintenance, Inc. The Amendment extends the Agreement for landscape maintenance services at the Airport from October 13, 2026, through April 30, 2028, and includes the new landscape being installed at the Replacement Passenger Terminal. The revised cost for the 18-month extension is \$663,786 billed at a rate of \$36,877 per month.

- b. **APPROVAL OF AMENDMENT NO. 2 AND TASK ORDER ALLOWANCE JANITORIAL SERVICES AGREEMENT – C&W FACILITY SERVICES, INC.**
A staff report is included in the agenda packet. At its meeting on July 20, 2026, the Operations and Development Committee voted (3–0) to recommend that the Commission approve: 1) A proposed Amendment No. 2 (“Amendment”), to the Janitorial Services Agreement (“Agreement”) with C&W Facility Services, Inc., to extend janitorial services at the Airport and expand the scope of services to be performed at the Replacement Passenger Terminal (“RPT”). The cost for the 18-month extension and additional services will total \$5,980,586.76, billed at a monthly rate of approximately \$332,255, excluding janitorial consumables and supplies. Janitorial consumables and supplies will be reimbursed at cost and are currently estimated to be approximately \$41,500 per month. The term of the Amendment is from October 13, 2026, through April 30, 2028; and 2) An allowance of \$200,000 for cleaning services up to October 13, 2026, for pre- and post-RPT event-related cleaning services, including the stocking of supplies, and any additional training, issued on a task order as-needed basis.
- c. **APPROVAL OF AMENDMENT TO THE NOISE OFFICE SERVICES AGREEMENT - ENVIROSUITE.** A staff report is included in the agenda packet. Subject to the recommendation of the Legal, Government and Environmental Affairs Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of an Amendment No. 1 (“Amendment”) to the Airport Noise Office Services Agreement with Envirosuite, Inc., for the replacement of the Airport’s Air Traffic Control (“ATC”) audio recording system which is an integral part of the Airport’s Noise and Operations Management System. The proposed Amendment is for a not-to-exceed amount of \$106,195 which includes the equipment replacement, configuration, and installation of the ATC system at a new location in the Replacement Passenger Terminal. Additionally, Staff seeks an approximate 9% contingency or \$10,000 contingency for unforeseen conditions for a total not-to-exceed amount of \$116,195.
- d. **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT – AIRPORT MARKETING CONSULTANT SERVICES.** A staff report is included in the agenda packet. At its meeting on August 5, 2026, the Executive Committee voted (3–0) to recommend that the Commission approve a proposed Amendment No. 2 to the current Professional Services Agreement in the not-to-exceed amount of \$985,000 with Anyone Collective, LLC for services supporting the Authority’s promotion of the opening and operational cutover to the Replacement Passenger Terminal in October, and for the Authority’s FY 2027 general marketing and branding program.
- e. **DIGITAL CONTENT MANAGEMENT SYSTEM SUPPORT AND SERVICES AGREEMENT.** A staff report is included in the agenda packet. At its meeting on July 20, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve a proposed Support and Services Agreement with Synect LLC to provide maintenance and support services for the Digital Content Management System, the system which manages the content to be shown at the displays located at the ticket counter, gates, baggage claim, as well as flight information displays in the Replacement Passenger Terminal.

- f. APPROVAL OF CONTRACTOR CHANGE REQUEST (CCR-0094) FOR TEMPORARY POWER AND THIRD-PARTY QC INSPECTION IMPACTS – REPLACEMENT PASSENGER TERMINA. A staff report is included in the agenda packet. At its meeting on August 5, 2026, the Executive Committee voted (3–0) to recommend that the Commission approve Contractor Change Request (“CCR”) No. 00094 in the amount of \$7,913,630 to Holder, Pankow, TEC – A Joint Venture (“HPTJV”) for cost impacts associated with temporary construction power and expanded third-party Quality Control inspection requirements on the Replacement Passenger Terminal Project. The CCR does not include a request for additional contract time.

These requested costs reflect the negotiated resolution of impacts that were not reasonably foreseeable at the time of Guaranteed Maximum Price development. The resolution was developed through a collaborative evaluation process involving HPTJV, the Authority, and Jacobs Project Management Co.

The requested CCR amount represents a negotiated, data-driven adjustment based on the parties’ review of actual costs, supporting documentation, contractual responsibility, and the circumstances underlying the asserted impacts.

7. ITEMS FOR COMMISSION INFORMATION

- a. COMMISSIONER PROCUREMENT TRAINING. A presentation is included in the agenda packet.
- b. REPLACEMENT PASSENGER TERMINAL CONSTRUCTION UPDATE. No staff report attached. Staff and Jacobs Project Management will provide an update on the progress of the construction of the Replacement Passenger Terminal Project.
- c. REPLACEMENT PASSENGER TERMINAL CONCESSIONS UPDATE. No staff report attached. Staff and Jacobs Project Management will provide an update on the progress of the concessions in the Replacement Passenger Terminal Project.
- d. REPLACEMENT PASSENGER TERMINAL ADA UPDATE. No staff report attached. Staff and Jacobs Project Management will provide an update on the progress of the construction of the ADA’s in the Replacement Passenger Terminal Project.

Approved on August 5, 2026

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

WEDNESDAY, JULY 1, 2026

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 9:20 a.m., by Commissioner Hampton.

1. ROLL CALL

Present: Commissioners Hampton and Quintero

Absent Commissioner Talamantes

Also Present: Staff: John Hatanaka, Executive Director

Roger Johnson, Executive Program Manager,
Jacobs Project Management Co.

2. Approval of Agenda

Motion Commissioner Quintero moved approval of the agenda; seconded by Commissioner Hampton.

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

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. June 3, 2026

The agenda packet included a draft copy of the June 3, 2026, Committee meeting minutes for review and approval.

Motion Commissioner Quintero moved approval of the minutes; seconded by Commissioner Hampton.

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

5. Items for Information

**a. Replacement Passenger Terminal
Project Construction Update**

Jacobs Project Management provided a construction update and the latest progress video.

**b. Pending Contractor's Change
Request**

Staff and a representative from Jacobs Project Management Co. briefed the Committee on a pending Contractor's Change Request for the Replacement Passenger Terminal project to address costs incurred by the Contractor related to additional temporary construction power, and quality control costs that are in the process of being validated and negotiated.

c. Committee Pending Items

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

6. Adjournment

The meeting was adjourned at 10:03 a.m.

Adjournment: To Wednesday, August 5, 2026, for the next regularly scheduled meeting of the Executive Committee, 2627 Hollywood Way, Airport Skyroom.

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

MONDAY, JUNE 15, 2026

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:39 a.m., by Commissioner Hampton.

1. ROLL CALL

Present:	Commissioners Talamantes and Hampton
Absent:	Commissioner Asatryan
Also Present:	Staff: John Hatanaka, Executive Director; Patrick Lammerding, Deputy Executive Director, Operations, Security, and SMS; Ray Hunting Manager, Security; Maggie Martinez, Director, Noise & Environmental Affairs John Gasparian, VP, American Reclamation, Inc.

2. Approval of Agenda

Motion	Commissioner Talamantes moved approval of the agenda; seconded by Commissioner Hampton.
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Motion Approved	The motion was approved (2-0,1 absent).
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3. Public Comment

There were no public comments.

4. Approval of Minutes

a. June 1, 2026	The agenda packet included a draft copy of the June 1, 2026, Committee meeting minutes for review and approval.
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Motion	Commissioner Talamantes moved approval of the minutes; seconded by Commissioner Hampton.
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Motion Approved	The motion was approved (2-0,1 absent).
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5. Items for Approval

a. Approval of 5 -Year Extended OEM Hardware Warranty and Contract for Support Maintenance Services Searidge Technologies, Inc

Staff sought a recommendation from the Operations and Development Committee to the Commission for approval of a five-year original equipment manufacturer extended warranty with Searidge Technologies, Inc. ("Searidge") in the amount of \$151,491. Staff also seeks approval of a five-year contract with Searidge for support and maintenance of the Virtual Ramp Control Room equipment in the amount of \$817,557.

This item, subject to the Committee's recommendation was included in the Commission meeting agenda immediately following the Committee's meeting.

Motion

Commissioner Talamantes moved approval; seconded by Commissioner Hampton.

Motion Approved

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

b. Award of Contract Designated Aviation Channeling Services

Staff sought an Operations and Development Committee ("Committee") recommendation to the Commission to award a Designated Aviation Channeling Services Agreement ("Agreement") to the Airport Research and Development Foundation dba the Transportation Security Clearinghouse to provide Designated Aviation Channeling ("DAC") services for a three-year term.

The current Agreement for DAC services with another service provider expires at the end of this month, and subject to the recommendation of the Committee, this item was placed on the agenda for Commission consideration at its meeting immediately following the Committee's meeting.

Motion

Commissioner Hampton moved approval; seconded by Commissioner Talamantes.

Motion Approved

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

c. Contract Amendment Waste Hauling and Recycling Services

Staff sought a recommendation from the Operations and Development Committee ("Committee") to the Commission to:

- 1) Approve Amendment No. 1 ("Amendment") to the Waste Hauling and Recycling Services Agreement with American Reclamation, Inc. for an 18-month extension commencing October 13, 2026, through April 30, 2028, for a fixed monthly fee of \$30,535.40, including the lease of certain equipment and excluding on-call, as-needed services.

- 2) Authorize a contingency of \$55,000, which will be allocated to address as-needed adjustments for pick-up frequency at the Replacement Passenger Terminal ("RPT"), based on operational needs. The total value of the Amendment will be \$549,637.20.

Due to the lead time for the leasing of certain equipment to support the waste hauling operation at the RPT, this item, subject to the recommendation of the Committee, was placed on the Commission's agenda for its meeting immediately following the Committee's meeting.

Motion

Commissioner Hampton moved approval;
seconded by Commissioner Talamantes.

Motion Approved

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

6. Items for Information

a. Committee Pending Items

Staff reviewed future items to be presented to the Committee.

7. Adjournment

The meeting was adjourned at 8:58 a.m.

Adjournment: To July 20, 2026, for the next regularly scheduled meeting of the Operations and Development Committee, 2627 Hollywood Way, Skyroom.

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

MONDAY, JUNE 15, 2026

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 10:57 a.m., by Commissioner Quintero.

1. ROLL CALL

Present:

Commissioners Ovrom and Quintero

Absent:

Wilson

Also Present:

Staff: John Hatanaka, Executive Director;
David Kwon, Deputy Executive Director, Finance and
Administration; Scott Kimball, Senior Deputy Director,
Business Development

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 (2–0, 1 absent).

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. June 1, 2026

A draft copy of the minutes of the meeting of June 1, 2026, was included in the agenda packet for review.

Motion

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

Motion Approved

The minutes were approved (2–0, 1 absent).

6. Treasurer's Report

a. April 2026

A draft copy of the April 2026 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 the Treasurer's Report; seconded by Commissioner Quintero.

Motion Approved

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

7. Items for Approval

a. Amendment No. 1 of Aviation Hangar Lease – Delux Public Charter, LLC dba JSX – Consent to Sublease – Ameriflight, LLC

Staff presented to the Committee for recommendation to the Commission to approve the following inter-related documents involving two Airport tenants, Delux Public Charter, LLC ("JSX") and Ameriflight, LLC ("Ameriflight"): 1. Amendment No. 1 of Aviation Hangar Lease ("Amendment") with JSX, to extend the term of the current Aviation Hangar Lease to January 26, 2028, and to update the federal requirements exhibit; and 2. Consent to Sublease between Ameriflight and JSX for the continued use of existing ramp space, existing parking space, with new office space.

Of the two documents presented for consideration, the first is the proposed Consent approving a new sublease between Ameriflight and JSX. On May 12, 2026, Ameriflight and JSX executed a new sublease under which JSX continues to sublease ramp space for aircraft parking and designated vehicle parking. The new sublease also adds approximately 2,500 square feet of office space to the subleased premises.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

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

b. Replacement Passenger Terminal Day One – Parking Rates

Staff presented to the Committee for recommendation to the Commission for approval proposed parking rates applied to the Airport Day One parking configuration, which includes the Replacement Passenger Terminal ("RPT") Parking Structure that will house both close-in Self-park and Valet operations, and the Southeast Quadrant's remote Lots G and F. The proposed parking rates, if approved, would become effective as of the opening day of the RPT, currently scheduled for October 13, 2026.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

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

**c. Consent to Assignment
Development Ground Lease –
Mercury Air Center – Burbank,
Inc., dba Atlantic Aviation**

Staff presented to the Committee for recommendation to the Commission for approval a consent to assignment of Development Ground Lease (“Lease”) for Mercury Air Center - Burbank, Inc. dba Atlantic Aviation (“Atlantic”). Atlantic desires to assign its Lease to Granite Aviator Intermediate, LLC, pursuant to an April 1, 2026, Agreement and Plan of Merger with Granite Aviator Intermediate, LLC, Granite Aviator Merger Sub, Inc., and other parties.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

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

**d. Amended and Restated Office
Space Sublease – Atlantic
Aviation**

Staff presented to the Committee for recommendation to the Commission for approval an Amended and Restated Office Space Sublease (“Sublease”) with Mercury Air Center Burbank, Inc. dba Atlantic Aviation to consolidate the 2022 and 2023 Office Space Subleases and to add additional available space in Building 3 located in the southwest quadrant of the Airport at 4351 Empire Avenue, Burbank.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

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

**e. Ownership Change Consent
GAT Airline Ground Support**

Staff presented to the Committee for recommendation to the Commission for approval an Ownership Change Consent (“Consent”) to accept a transfer of interests resulting from an acquisition of GAT Airline Ground Support (“GAT”) by Prime Flight Aviation Services, Inc. The proposed Consent is applicable to a 2008 Office Space Lease, a 2012 Cargo Space Lease, and a 2021 Non-Exclusive License Agreement between the Authority and GAT.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

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

8. Items for Information

a. Committee Pending Items

Staff reviewed future items to be presented to the Committee.

9. Adjournment

The meeting was adjourned at 11:31 a.m.

Adjournment: To July 20, 2026, for the next regularly scheduled meeting of the Burbank-Glendale-Pasadena Airport Authority Finance and Administration Committee – 2627 Hollywood Way, SkyRoom.

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

MONDAY, JULY 20, 2026

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:11 a.m., by President Talamantes.

1. ROLL CALL

Present: Commissioners Talamantes, Hampton, Quintero, Asatryan, Brotman, Ovrom, Wilson, Gabel-Luddy

Absent: Commissioner Lyon

Also Present: Staff: John Hatanaka, Executive Director; Kathy David, Sr. Deputy Executive Director; David Kwon, Deputy Executive Director, Finance and Administration; Scott Kimball, Deputy Executive Director, Business Development; Nerissa Sugars, Director, Communications and Air Service; Derrick Cheng, Manager, Business & Properties

Perry Martin, Sr. Program Manager, Jacobs Project Management Company

Michael Fiore, Chief Brand Officer, Anyone Collective; Stephen Chavez, Chief Creative Officer, Anyone Collective

2. PLEDGE OF ALLEGIANCE

Commissioner Talamantes led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

Motion Commissioner Quintero moved approval of the agenda; seconded by Commissioner Wilson.

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

AYES: Talamantes, Hampton, Quintero, Asatryan, Brotman, Ovrom, Wilson, Gabel-Luddy

NOES: None

ABSENT: Lyon

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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.) None

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) June 3, 2026

Approved minutes of the June 3, 2026, Executive Committee meeting were included in the agenda packet for information purposes.

2) Operations and Development Committee

(i) June 1, 2026

Approved minutes of the June 1, 2026, Operations and Development Committee meeting were included in the agenda packet for information purposes.

3) Finance and Administration Committee

(i) June 1, 2026

Approved minutes of the June 1, 2026, Finance and Administration Committee meeting were included in the agenda packet for information purposes.

b. Commission Minutes

1) June 15, 2026

A draft copy of the minutes of the Commission meeting of June 15, 2026, were included in the agenda packet for review and approval.

c. Treasurer's Report

1) April 2026

At its meeting on June 15, 2026, the Finance and Administration Committee voted (3-0) to recommend that the Commission notes and file these reports.

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| <p>d. Approval No. 1 Aviation Hangar Lease – Delux Public Charter, LLC dba JSX – Consent to Sublease – Ameriflight, LLC</p> | <p>Staff presented for Commission approval the following interrelated documents involving two Airport tenants, Delux Public Charter, LLC (“JSX”) and Ameriflight, LLC (“Ameriflight”): 1) Amendment No. 1 of Aviation Hangar Lease with JSX, to extend the term of the current Aviation Hangar Lease to January 26, 2028, and to update the federal requirements exhibit, and 2) Consent to Sublease between Ameriflight and JSX for the continued use of existing ramp space, existing parking space, with new office space.</p> |
| <p>e. Consent to Assignment – Development Ground Lease Mercury Air Center – Burbank, Inc., dba Atlantic Aviation</p> | <p>Staff presented for Commission approval a consent to assignment of Development Ground Lease (“Lease”) for Mercury Air Center - Burbank, Inc. dba Atlantic Aviation (“Atlantic”). Atlantic desires to assign its Lease to Granite Aviator Intermediate, LLC, pursuant to an April 1, 2026, Agreement and Plan of Merger with Granite Aviator Intermediate, LLC, Granite Aviator Merger Sub, Inc., and other parties.</p> |
| <p>f. Amended and Restated Office Space Sublease – Atlantic Aviation</p> | <p>Staff presented for Commission approval an Amended and Restated Office Space Sublease with Mercury Air Center Burbank, Inc. dba Atlantic Aviation (“Atlantic”) to consolidate the 2022 and 2023 Office Space Subleases and to add additional available space in Building 3 located in the southwest quadrant of the Airport at 4351 Empire Avenue, Burbank.</p> |
| <p>g. Ownership Change Consent – GAT Airline Ground Support</p> | <p>Staff presented for Commission approval an Ownership Change Consent (“Consent”) to accept a transfer of interests resulting from an acquisition of GAT Airline Ground Support by Prime Flight Aviation Services, Inc. The proposed Consent is applicable to a 2008 Office Space Lease, a 2012 Cargo Space Lease, and a 2021 Non-Exclusive License Agreement between the Authority and GAT.</p> |

Motion

Commissioner Quintero moved approval of the Consent Calendar; seconded by Commissioner Ovrom.

Motion Approved

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

AYES: Talamantes, Hampton, Quintero,
Asatryan, Brotman, Ovrom,
Wilson, Gabel-Luddy

NOES: None

ABSENT: Lyon

6. ITEMS FOR COMMISSION APPROVAL

a. Election of Officers

The joint powers agreement requires the Commission to elect or re-elect a President, a Vice President, and a Secretary at the first meeting of July every year. Although not required to do so, the Commission traditionally also has chosen an Assistant Secretary, Treasurer, and Auditor at the first July meeting. Staff recommended that the Commission elect or re-elect all of its officers, including an Assistant Secretary, Treasurer, and Auditor.

Commissioner Wilson nominated Commissioner Hampton for President, Commissioner Quintero as Vice President, and Commissioner Ovrom as Secretary.

Commissioner Asatryan nominated herself as Vice President.

Motion

Commissioner Wilson moved Commissioner Hampton as President; seconded by Commissioner Asatryan.

Motion Approved

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

AYES: Talamantes, Hampton, Quintero,
Asatryan, Brotman, Ovrom,
Wilson, Gabel-Luddy

NOES: None

ABSENT: Lyon

Motion

Commissioner Wilson moved Commissioner Quintero as Vice President; seconded by Commissioner Gabel-Luddy.

Motion Approved

The motion was approved (6–1, 1 abstention, 1 absent).

AYES: Talamantes, Hampton, Quintero,
Asatryan, Ovrom, Wilson, Gabel-
Luddy

NOES: Asatryan

ABSTAINED: Brotman

ABSENT: Lyon

Motion

Commissioner Wilson moved Commissioner Quintero as Secretary; seconded by Commissioner Ovrom

Motion Approved

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

AYES: Talamantes, Hampton, Quintero,
Asatryan, Brotman, Ovrom,
Wilson, Gabel-Luddy

NOES: None

ABSENT: Lyon

At this point, Commissioner Hampton assumed the duties as President of the Commission.

Motion

Commissioner Hampton moved Commissioner Talamantes as Treasurer; Commissioner Asatryan as Auditor and John Hatanaka as Assistant Secretary; seconded by Commissioner Ovrom.

Motion Approved

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

AYES: Talamantes, Hampton, Quintero,
Asatryan, Brotman, Ovrom,
Wilson, Gabel-Luddy

NOES: None

ABSENT: Lyon

President Hampton presented Commissioner Talamantes with a plaque commemorating his position as former President of the Commission. After Commissioner Talamantes gave a few words of thanks, several of the Commissioners also thanked him for his tenure.

b. Committee Assignments

Commissioner Hampton appointed Commissioner Brotman to the Legal, Government and Environmental Affairs

Committee. All other Commissioners shall remain on their current committees.

c. Replacement Passenger Terminal Day One Parking Rates

This item will be brought back to the Commission.

7. ITEMS FOR COMMISSION INFORMATION

a. Replacement Passenger Terminal Construction Update.

Staff and Jacobs Project Management provided an update on the progress of the construction of the Replacement Passenger Terminal Project.

b. Advertising and Promotion Update

Michael Fiore and Steven Chavez of Anyone Collective, the Authority's marketing team, presented an update on the advertising and promotional campaign for the Replacement Passenger Terminal project.

8. ITEMS PULLED FOR DISCUSSION – None.

9. EXECUTIVE DIRECTOR COMMENTS

- Introduced the new Executive Assistant, Victoria Fuentes;
- The Computer Aided Dispatch which was approved by the Commission is operational in the Communications Center. This enables the Airport Police Department and the Fire Department to communicate more effectively with the Communications Department.
- LAZ Parking will be controlling traffic on Hollywood Way as it is undergoing construction in preparation for the opening of the Replacement Passenger Terminal.

10. COMMISSIONER COMMENTS

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

Commissioner Ovrom commented on the book preparation for the history of the Airport and requested a meeting of the Ad Hoc Committee to discuss.

11. PUBLIC COMMENT - None

12. ADJOURNMENT

The meeting was adjourned at 10:55 a.m.

Adjournment: To August 17, 2026, for the next scheduled meeting of the Burbank-Glendale-Pasadena Airport Authority – 2627 Hollywood Way, SkyRoom.

Jess A. Talamantes, President

Frank Quintero, Secretary

Date

Date



August 17, 2026

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

Dear Commissioners:

The attached report, covering the month of May 2026, 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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE SUMMARY
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026

Introduction:

The Treasurer's Report includes the Authority's month-end summary of investments and investment activity, and the Schedule of Cash Receipts and Disbursements ("Schedule"), which represents the cash basis activity for the month and fiscal-year-to-date ("FYTD") compared to the allocation of the annual adopted budget. As this Schedule is on a cash basis, cash timing differences may contribute to budget variances. The purpose of this report is to provide monthly updates on how the Authority's cash transaction activities are tracking to the adopted budget, and to provide insight to the Authority's change in liquidity each month. In summary, FYTD May 2026 financial activity is tracking favorably to the budget.

Below are the most significant highlights of activities for the month and FYTD ended May 2026.

Passenger Activity:

Passenger activity decreased by 9.30% FYTD May when compared to the same period last year, primarily due to a reduction in air service. When compared to the budget assumption FYTD May, passenger activity was unfavorable by 3.82%. However, overall financial performance FYTD May remains positive to budget.

Operating Activities:

- 1) Operating revenues exceed the FYTD May budget by \$4,620,130 on the cash basis and \$4,065,130 on the full accrual basis.
- 2) Operating expenses are within budgeted parameters.
- 3) Net increase in cash from operating activities FYTD May is \$22,976,413 and positive to budget by \$10,825,849.

Non-RPT Facility Improvement Program:

- 1) Payments related to the Southeast Quadrant Reconfiguration Design, Southeast Quadrant Parking Structure Elevators, Taxiway A/C Extension Design, and the Part 150 Noise Study update projects comprised the majority of May's non-RPT capital cash disbursements.
- 2) There were federal grant drawdowns totaling \$14,752 in May related to the Airport Wildlife Hazard Assessment Management Plan project. There were no PFC drawdowns in the month of May for non-RPT projects.

RPT Activities:

- 1) Payments of \$34,663,259 and \$1,015,844 were made in May to HPTJV, including retention payment to respective escrow account, and Jacobs, respectively.
- 2) 2026 Bond draws for eligible RPT expenditures of \$31,529,369 were received in May. There were no federal grant or PFC drawdowns in the month of May for eligible RPT expenditures.
- 3) Approximately \$109 million of the outstanding Commercial Paper was defeased through the issuance of the 2026 Bonds in May 2026. The remaining \$10 million is expected to be defeased during FY 2027.
- 4) The majority of FYTD May expenditures are related to Holder Pankow JV, Jacobs Project Management Co. and the City of Burbank Water and Power Aid-In-Construction payments for the community substation, totaling \$546,501,518, or 99% of the total FYTD May RPT expenditures.
- 5) On a cash basis, expenditures are below budget due to the timing of when invoices are received and paid. Overall, the RPT project is on budget and on schedule.

Summary:

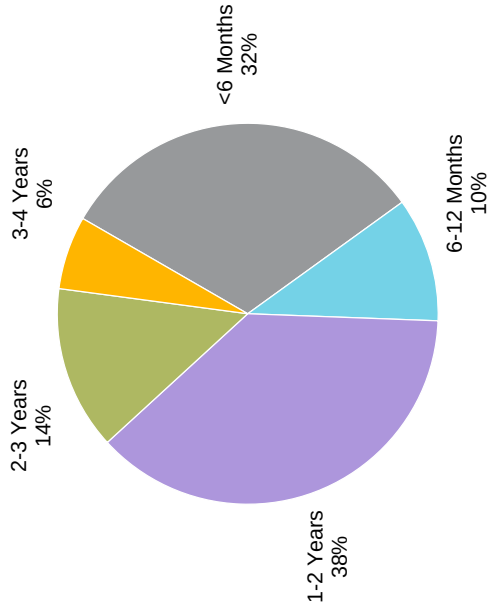
May 2026 activities resulted in a net cash decrease of \$3,574,351 for the month and a net decrease of \$28,812,060 FYTD May, primarily due to the timing of cash disbursements and reimbursements related to the RPT project. Overall FYTD May cash flows remain positive to budget by \$24,621,185.

Operating Portfolio investment guidelines conformance

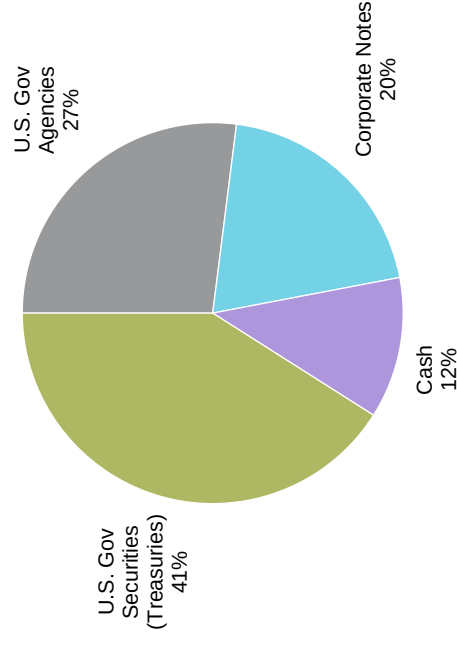
As of May 31, 2026

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	3.64 Years	70%	27%
Corporate Notes	5 Years	4.70 Years	30%	20%
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	20%	12%
U.S. Gov Securities (Treasuries)	5 Years	2.84 Years	No limit	41%

Maturity distribution



Sector allocation



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

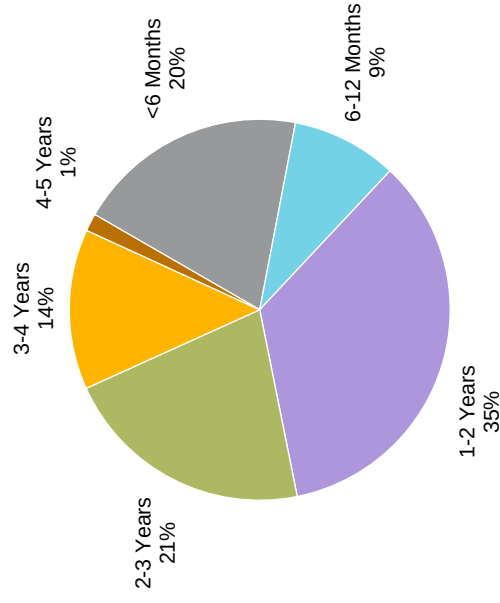
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PFC Portfolio investment guidelines conformance

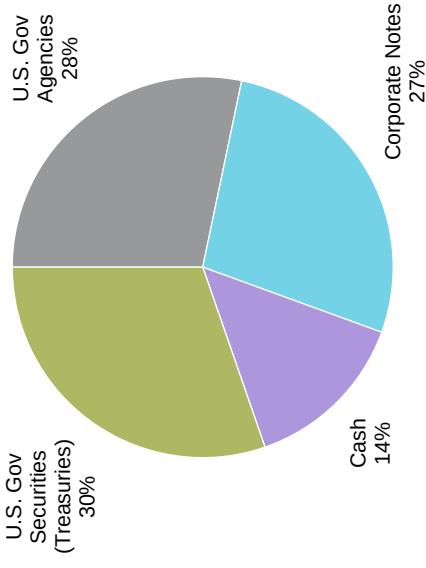
As of May 31, 2026

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	3.30 Years	70%	28%
Corporate Notes	5 Years	3.88 Years	30%	27%
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	20%	14%
U.S. Gov Securities (Treasuries)	5 Years	2.43 Years	No limit	30%

Maturity distribution



Sector allocation



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

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Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 05/31/26

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
05/31/26	Cash/Dreyfus Treasury	BAX9MM47	0.000	05/31/26	05/31/26	\$ 30,861,249	\$ 30,861,249	100.00	\$ 30,861,249	\$ -	3.68%	0	11.28%
09/10/24	Bank of New York Mellon	06406RBX4	4.890	07/21/28	07/22/26	2,550,000	2,594,449	100.65	2,566,551	(27,898)	4.39%	52	0.94%
05/01/26	Federal Farm Credit Banks	313EPSW6	4.500	08/14/26	08/14/26	1,625,000	1,628,374	100.14	1,627,335	(1,039)	3.76%	75	0.60%
05/01/26	Treasury Note	9128282A7	1.500	08/15/26	08/15/26	1,000,000	993,711	99.52	995,195	1,484	3.73%	76	0.36%
04/17/26	Treasury Note	9128CCW9	0.750	08/31/26	08/31/26	10,000,000	9,893,750	99.26	9,925,781	32,031	3.68%	92	3.63%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,761	99.44	994,402	(57,359)	3.86%	103	0.36%
01/07/25	FHLB	3130AWTQ3	4.630	09/11/26	09/11/26	3,250,000	3,266,283	100.21	3,256,690	(9,593)	3.85%	103	1.19%
12/17/24	FHLB	3130A2VE3	3.000	09/11/26	09/11/26	6,000,000	5,883,818	99.78	5,986,838	103,020	3.76%	103	2.19%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	1,225,000	1,140,325	99.49	1,218,691	78,366	4.00%	107	0.45%
04/17/26	Treasury Note	91282CCZ2	0.880	09/30/26	09/30/26	10,000,000	9,876,563	99.07	9,906,641	30,078	3.66%	122	3.62%
03/01/23	PepsiCo Inc	713448DN5	2.380	10/06/26	10/06/26	1,100,000	1,012,440	99.43	1,093,724	81,284	4.00%	128	0.40%
03/31/25	US Bank NA	90331HPP2	4.510	10/22/27	10/22/26	2,600,000	2,597,087	100.06	2,601,507	4,420	4.34%	144	0.95%
07/15/25	Treasury Note	91282CLS8	4.130	10/31/26	10/31/26	4,000,000	4,001,563	100.12	4,004,844	3,281	3.62%	153	1.46%
02/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	10,000,000	9,353,945	99.20	9,919,922	565,977	3.76%	168	3.63%
06/28/23	Duke Energy Carolinas	26442CAS3	2.950	12/01/26	12/01/26	1,000,000	944,820	99.44	994,442	49,622	4.07%	184	0.36%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	3,800,000	3,910,846	99.12	3,766,491	(144,355)	3.81%	194	1.38%
06/30/25	Treasury Note	91282CME8	4.250	12/31/26	12/31/26	10,000,000	10,057,813	100.25	10,024,609	(33,204)	3.82%	214	3.67%
03/17/25	FHLB	3130B5K64	4.000	03/10/27	03/10/27	600,000	599,436	100.14	600,815	1,379	3.82%	283	0.22%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	10,000,000	8,842,266	97.40	9,739,844	897,578	3.80%	304	3.56%
05/11/23	Chevron Corp	166764BX7	2.300	05/11/27	05/11/27	2,125,000	1,963,472	98.27	2,088,165	124,693	3.87%	345	0.76%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	10,000,000	8,761,016	96.42	9,641,797	880,781	3.89%	395	3.53%
09/11/24	Procter & Gamble Co	742718EV7	2.850	08/11/27	08/11/27	2,100,000	2,047,647	98.62	2,071,089	23,442	4.03%	437	0.76%
09/10/24	Meta Platforms Inc	30303M8G0	3.500	08/15/27	08/15/27	2,050,000	2,033,992	99.37	2,037,060	3,068	4.04%	441	0.74%
11/07/25	FFCB	3133ETVJ3	3.630	08/27/27	08/27/27	7,630,000	7,637,935	99.54	7,594,915	(43,020)	4.00%	453	2.78%
09/11/24	Alabama Power Company	010392FY9	3.750	09/01/27	09/01/27	1,550,000	1,543,521	99.54	1,542,875	(646)	4.13%	458	0.56%
09/10/24	FNMA	3135G05V5	0.750	10/08/27	10/08/27	10,800,000	9,946,364	95.84	10,351,155	404,791	3.92%	495	3.79%
02/15/23	UnitedHealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	2,100,000	1,960,394	98.43	2,066,976	106,582	4.13%	502	0.76%
11/07/25	FFCB	3133ETM95	3.380	10/27/27	10/27/27	2,750,000	2,740,788	99.13	2,726,016	(14,772)	4.02%	514	1.00%
09/17/24	Treasury Note	91282CAU5	0.500	10/31/27	10/31/27	10,000,000	9,128,184	95.28	9,527,734	399,550	3.95%	518	3.48%
05/15/25	General Dynamics Corporation	369550AZ1	2.630	11/15/27	11/15/27	1,950,000	1,876,427	98.06	1,912,189	35,762	4.00%	533	0.70%
12/17/24	Treasury Note	91282CLX7	4.130	11/15/27	11/15/27	10,000,000	9,972,656	100.20	10,020,313	47,657	3.98%	533	3.66%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 05/31/26

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
09/17/24	FHLB	3130ATUS4	4.250	12/10/27	12/10/27	9,055,000	9,143,342	100.32	9,084,078	(59,264)	4.03%	558	3.32%
01/22/25	PNC Bank NA	69353RFJ2	3.250	01/22/28	01/22/28	2,000,000	1,917,900	98.53	1,970,664	52,764	4.18%	601	0.72%
02/12/25	FFCB	3133ERZ46	4.250	01/28/28	01/28/28	7,100,000	7,065,127	100.33	7,123,383	58,256	4.04%	607	2.60%
09/11/24	PepsiCo Inc	713448FL7	3.600	02/18/28	02/18/28	1,000,000	994,150	99.14	991,400	(2,750)	4.12%	628	0.36%
05/13/25	Caterpillar Financial Services	14913UAY6	4.400	03/03/28	03/03/28	2,000,000	2,002,080	100.34	2,006,890	4,810	4.19%	642	0.73%
11/07/25	FHLB	3130ATS57	4.500	03/10/28	03/10/28	1,500,000	1,531,335	100.76	1,511,397	(19,938)	4.05%	649	0.55%
04/01/25	Florida Power & Light Company	341081GK7	5.050	04/01/28	04/01/28	1,200,000	1,224,312	101.45	1,217,437	(6,875)	4.22%	671	0.45%
12/17/24	Treasury Note	91282CBZ3	1.250	04/30/28	04/30/28	10,000,000	9,070,313	94.96	9,496,484	426,171	4.00%	700	3.47%
05/20/25	Qualcomm Incorporated	747525BN2	1.300	05/20/28	05/20/28	1,900,000	1,747,582	94.59	1,797,211	49,629	4.18%	720	0.66%
12/17/24	Treasury Note	91282CCR0	1.000	07/31/28	07/31/28	10,000,000	8,919,207	93.80	9,379,688	460,481	4.01%	792	3.43%
09/10/24	Citibank NA	17325FBB3	5.800	09/29/28	09/29/28	2,600,000	2,754,524	103.39	2,688,031	(66,493)	4.26%	852	0.98%
04/24/25	Treasury Note	91282CDF5	1.380	10/31/28	10/31/28	5,000,000	4,599,023	93.93	4,696,484	97,461	4.03%	884	1.72%
09/10/24	AbbVie Inc	00287YBF5	4.250	11/14/28	11/14/28	2,000,000	2,027,680	99.98	1,999,559	(28,121)	4.26%	898	0.73%
02/11/25	Merck & Co Inc	58933YBD6	1.900	12/10/28	12/10/28	2,300,000	2,081,981	94.51	2,173,666	91,685	4.21%	924	0.79%
06/16/25	Cisco Systems Inc	17275RBR2	4.850	02/26/29	02/26/29	1,475,000	1,502,922	101.46	1,496,520	(6,402)	4.26%	1002	0.55%
02/25/25	Union Pacific Corporation	907818FB9	3.700	03/01/29	03/01/29	2,000,000	1,938,480	98.44	1,968,724	30,244	4.31%	1005	0.72%
05/28/25	Pfizer Inc	717081ET6	3.450	03/15/29	03/15/29	2,100,000	2,034,585	97.81	2,054,020	19,435	4.29%	1019	0.75%
09/17/24	Target Corporation	87612EBH8	3.380	04/15/29	04/15/29	2,000,000	1,964,920	97.59	1,951,820	(13,100)	4.27%	1050	0.71%
01/21/25	Wisconsin Electric Power Company	976656CQ9	5.000	05/15/29	05/15/29	1,550,000	1,560,680	101.55	1,573,968	13,288	4.44%	1080	0.58%
04/29/25	FNMA Benchmark Note	31359MEU3	6.250	05/15/29	05/15/29	5,750,000	6,288,229	106.04	6,097,331	(190,898)	4.06%	1080	2.23%
11/13/25	John Deere Capital Corp	24422EXT1	4.850	06/11/29	06/11/29	2,000,000	2,054,499	101.52	2,030,338	(24,161)	4.31%	1107	0.74%
03/17/25	Chubb InA Holdings Inc	171239AL0	4.650	08/15/29	08/15/29	2,000,000	2,007,139	100.68	2,013,697	6,558	4.42%	1172	0.74%
03/06/25	Exxon Mobil Corp	30231GBE1	2.440	08/16/29	08/16/29	2,300,000	2,129,477	94.72	2,178,545	49,068	4.21%	1173	0.80%
04/14/25	FHLMC Reference Note	3134A3U46	6.750	09/15/29	09/15/29	7,300,000	8,097,393	108.04	7,886,696	(210,697)	4.11%	1203	2.88%
04/15/25	Home Depot Inc	437076CB6	2.700	04/15/30	04/15/30	2,000,000	1,832,819	94.03	1,880,579	47,760	4.39%	1415	0.69%
	Subtotal					\$ 261,796,249	\$ 254,612,594		\$ 258,934,465	\$ 4,321,871	3.93%	452	94.68%
	Local Agency Investment Fund (LAIF)					14,537,387	14,537,387	100.00	14,537,108	(279)	3.81%	269	5.32%
	Subtotal					\$ 276,333,636	\$ 269,149,981		\$ 273,471,573	\$ 4,321,592	3.93%	442	100.00%
	Operating Bank Balance						4,063,308						
	TOTAL						\$ 273,213,289						

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Purchases - Maturities - Sales
As of 05/31/26

PURCHASES								
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
05/01/26	Federal Farm Credit Banks	313EPSW6	4.500	08/14/26	\$ 1,625,000.00	100.20765	\$ 1,628,374.25	\$ (16,250.00)
05/01/26	Treasury Note	9128282A7	1.500	08/15/26	1,000,000.00	99.37109	993,710.94	(3,232.04)
							-	
							-	
							-	
							-	
							-	
							-	
TOTAL PURCHASES					\$ 2,625,000.00		\$ 2,622,085.19	\$ (19,482.04)

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	\$ 1,625,000.00	102.91083	\$ 1,672,301.00	\$ (47,301.00)
							-	-
							-	-
							-	-
							-	-
TOTAL MATURITIES					\$ 1,625,000.00		\$ 1,672,301.00	\$ (47,301.00)

SALES / REDEMPTIONS / DELIVERS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
								\$	-	\$
								-	-	-
								-	-	-
						\$		\$	-	\$

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
05/01/26-05/31/26

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME											
Sierra Pacific Power	NOTE	826418BM6	2.600	05/01/26	-	-	-	-	-	-	-
Federal Farm Credit Banks	NOTE	313EPSW6	4.500	08/14/26	-	-	16,250.00	21,734.38	5,484.38	(911.05)	4,573.33
Treasury Note	NOTE	9128282A7	1.500	08/15/26	-	-	3,232.04	4,392.27	1,160.23	1,709.65	2,869.88
Treasury Note	NOTE	9128CCW9	0.750	08/31/26	12,635.87	-	-	18,953.80	6,317.93	24,765.04	31,082.97
FHLB	NOTE	3130A8XY4	1.880	09/11/26	2,604.17	-	-	4,166.67	1,562.50	(864.12)	698.38
FHLB	NOTE	3130AWTQ3	4.630	09/11/26	20,876.74	-	-	33,402.78	12,526.04	(810.07)	11,715.97
FHLB	NOTE	3130A2VE3	3.000	09/11/26	25,000.00	-	-	40,000.00	15,000.00	5,846.01	20,846.01
Public Service Electric And Gas	NOTE	74456QBR6	2.250	09/15/26	3,521.88	-	-	5,818.75	2,296.87	2,122.83	4,419.70
Treasury Note	NOTE	91282CCZ2	0.880	09/30/26	7,411.20	-	-	14,822.40	7,411.20	23,475.84	30,887.04
PepsiCo Inc	NOTE	713448DN5	2.380	10/06/26	1,814.24	-	-	3,991.32	2,177.08	2,031.55	4,208.63
Treasury Note	NOTE	91282CLS8	4.130	10/31/26	448.37	-	-	14,347.83	13,899.46	(102.62)	13,796.84
Treasury Note	NOTE	91282U24	2.000	11/15/26	92,265.19	100,000.00	-	9,239.13	16,973.94	15,173.30	32,147.24
Duke Energy Carolinas	NOTE	26442CAS3	2.950	12/01/26	12,291.67	14,750.00	-	-	2,458.33	1,344.76	3,803.09
FHLB	NOTE	3130A9YY1	2.130	12/11/26	31,402.78	-	-	38,131.94	6,729.16	(1,881.94)	4,847.22
Treasury Note	NOTE	91282CME8	4.250	12/31/26	142,058.01	-	-	178,453.04	36,395.03	(3,270.42)	33,124.61
FHLB	NOTE	3130B5K64	4.000	03/10/27	3,400.00	-	-	5,400.00	2,000.00	23.76	2,023.76
Treasury Note	NOTE	912828ZE3	0.630	03/31/27	5,293.72	-	-	10,587.43	5,293.71	24,443.73	29,737.44
Chevron Corp	NOTE	166764BX7	2.300	05/11/27	20,019.27	21,196.88	-	2,355.21	3,532.82	3,477.14	7,009.96
Treasury Note	NOTE	912828ZV5	0.500	06/30/27	16,712.71	-	-	20,994.48	4,281.77	25,052.17	29,333.94
Procter & Gamble Co	NOTE	742718EV7	2.850	08/11/27	13,300.00	-	-	18,287.50	4,987.50	1,497.23	6,484.73
Meta Platforms Inc	NOTE	30303M8G0	3.500	08/15/27	15,147.22	-	-	21,126.39	5,979.17	455.71	6,434.88
FFCB	NOTE	3133ETVJ3	3.630	08/27/27	49,171.11	-	-	72,220.07	23,048.96	(367.94)	22,681.02
Alabama Power Company	NOTE	010392FY9	3.750	09/01/27	9,687.50	-	-	14,531.25	4,843.75	181.82	5,025.57
FNMA	NOTE	3135G05Y5	0.750	10/08/27	5,175.00	-	-	11,925.00	6,750.00	23,133.76	29,883.76
UnitedHealth Group Inc	NOTE	91324PDE9	2.950	10/15/27	2,753.33	-	-	7,915.83	5,162.50	2,598.28	7,760.78
US Bank NA	NOTE	90331HPP2	4.510	10/22/27	2,929.55	-	-	12,694.72	9,765.17	95.27	9,860.44
FFCB	NOTE	3133ETM95	3.380	10/27/27	1,031.25	-	-	8,765.63	7,734.38	390.91	8,125.29
Treasury Note	NOTE	91282CAU5	0.500	10/31/27	135.87	-	-	4,347.83	4,211.96	23,748.95	27,960.91
General Dynamics Corporation	NOTE	369550AZ1	2.630	11/15/27	23,603.13	25,593.75	-	2,275.00	4,265.62	2,455.18	6,720.80
Treasury Note	NOTE	91282CLX7	4.130	11/15/27	190,296.96	206,250.00	-	19,055.71	35,008.75	798.17	35,806.92
FHLB	NOTE	3130ATUS4	4.250	12/10/27	150,728.02	-	-	182,797.81	32,069.79	-	32,069.79
PNC Bank NA	NOTE	69353RFJ2	3.250	01/22/28	17,875.00	-	-	23,291.57	5,416.57	2,282.67	7,699.24
FFCB	NOTE	3133ERZ46	4.250	01/28/28	77,952.08	-	-	103,097.92	25,145.84	982.33	26,128.17

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
05/01/26-05/31/26

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
PepsiCo Inc	NOTE	713448FL7	3.600	02/18/28	7,300.00	-	-	10,300.00	3,000.00	141.99	3,141.99
Caterpillar Financial Services	NOTE	14913UAY6	4.400	03/03/28	14,177.78	-	-	21,511.11	7,333.33	(61.84)	7,271.49
FHLB	NOTE	3130ATS57	4.500	03/10/28	9,562.50	-	-	15,187.50	5,625.00	(1,119.11)	4,505.89
Florida Power & Light Company	NOTE	341081GK7	5.050	04/01/28	5,050.00	-	-	10,100.00	5,050.00	(675.96)	4,374.04
Treasury Note	NOTE	91282CBZ3	1.250	04/30/28	339.67	-	-	10,869.57	10,529.90	23,450.21	33,980.11
Qualcomm Incorporated	NOTE	747525BN2	1.300	05/20/28	11,046.39	12,350.00	-	754.72	2,058.33	4,237.76	6,296.09
Bank of New York Mellon	NOTE	06406RBX4	4.890	07/21/28	34,637.50	-	-	45,028.75	10,391.25	(980.60)	9,410.65
Treasury Note	NOTE	91282CCR0	1.000	07/31/28	24,861.88	-	-	33,425.41	8,563.53	25,816.90	34,380.43
Citibank NA	NOTE	17325FBB3	5.800	09/29/28	13,411.38	-	-	25,984.54	12,573.16	(3,218.07)	9,355.09
Treasury Note	NOTE	91282CDF5	1.380	10/31/28	186.82	-	-	5,978.26	5,791.44	9,673.36	15,464.80
AbbVie Inc	NOTE	00287YBF5	4.250	11/14/28	39,430.56	42,500.00	-	4,013.89	7,083.33	(552.50)	6,530.83
Merck & Co Inc	NOTE	58933YBD6	1.900	12/10/28	17,115.83	-	-	20,757.50	3,641.67	4,752.24	8,393.91
Cisco Systems Inc	NOTE	17275RBR2	4.850	02/26/29	12,916.49	-	-	18,877.95	5,961.46	(630.29)	5,331.17
Union Pacific Corporation	NOTE	907818FB9	3.700	03/01/29	12,333.33	-	-	18,500.00	6,166.67	1,277.23	7,443.90
Pfizer Inc	NOTE	717081ET6	3.450	03/15/29	9,257.50	-	-	15,295.00	6,037.50	1,436.64	7,474.14
Target Corporation	NOTE	87612EBH8	3.380	04/15/29	3,000.00	-	-	8,625.00	5,625.00	638.98	6,263.98
Wisconsin Electric Power Company	NOTE	976656CQ9	5.000	05/15/29	35,736.11	38,750.00	-	3,444.44	6,458.33	(206.30)	6,252.03
FNMA Benchmark Note	NOTE	31359MEU3	6.250	05/15/29	165,711.81	179,687.50	-	15,972.22	29,947.91	(11,097.50)	18,850.41
John Deere Capital Corp	NOTE	24422EXT1	4.850	06/11/29	37,722.22	-	-	45,805.56	8,083.34	(1,270.40)	6,812.94
Chubb InA Holdings Inc	NOTE	171239AL0	4.650	08/15/29	19,633.33	-	-	27,383.33	7,750.00	(134.97)	7,615.03
Exxon Mobil Corp	NOTE	30231GBE1	2.440	08/16/29	11,691.67	-	-	16,368.33	4,676.66	3,199.29	7,875.95
FHLMC Reference Note	NOTE	3134A3U46	6.750	09/15/29	62,962.50	-	-	104,025.00	41,062.50	(15,055.74)	26,006.76
Home Depot Inc	NOTE	437076CB6	2.700	04/15/30	2,400.00	-	-	6,900.00	4,500.00	2,787.88	7,287.88
Subtotal					\$ 1,508,027.11	\$ 641,078.13	\$ 19,482.04	\$ 1,414,231.74	\$ 527,800.72	\$ 222,287.10	\$ 750,087.82
CASH EQUIVALENTS											
Dreyfus Treasury					-	116,535.06	-	-	116,535.06	-	116,535.06
Subtotal					\$ -	\$ 116,535.06	\$ -	\$ -	\$ 116,535.06	\$ -	\$ 116,535.06
LAIF											
Local Agency Investment Fund					50,059.20	-	-	97,100.46	47,041.26	-	47,041.26
TOTAL					\$ 1,558,086.31	\$ 757,613.19	\$ 19,482.04	\$ 1,511,332.20	\$ 691,377.04	\$ 222,287.10	\$ 913,664.14

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 05/31/26

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
05/31/26	Dreyfus Trsy Sec CM Investor	BAXB9MMA7	0.000	05/31/26	05/31/26	\$ 10,138,530	\$ 10,138,530	100.00	\$ 10,138,530	\$ -	3.68%	0	14.47%
03/18/25	Bank of New York Mellon	06406R BX4	4.890	07/21/28	07/22/26	550,000	553,801	100.65	553,570	(231)	4.39%	52	0.79%
10/20/25	State Street Corp	857477CN1	4.530	02/20/29	08/20/26	550,000	557,348	100.28	551,529	(5,819)	4.47%	81	0.79%
09/13/21	FHLB	3130A8XY4	1.875	09/11/26	09/11/26	300,000	315,528	99.44	298,321	(17,207)	3.86%	103	0.43%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	300,000	279,264	99.49	298,455	19,191	4.00%	107	0.43%
03/01/23	Pepsico Inc	713448DN5	2.375	10/06/26	10/06/26	450,000	414,180	99.43	447,433	33,253	4.00%	128	0.64%
10/20/25	Morgan Stanley	61748UAK8	4.133	10/18/29	10/22/26	625,000	625,200	98.83	617,675	(7,525)	4.63%	144	0.88%
03/19/25	US Bank NA	90331HPP2	4.507	10/22/27	10/22/26	625,000	623,150	100.06	625,362	2,212	4.34%	144	0.89%
05/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	2,100,000	1,986,469	99.20	2,083,184	96,715	3.76%	168	2.97%
01/13/22	FHLB	3130A9YY1	2.125	12/11/26	12/11/26	700,000	720,419	99.12	693,827	(26,592)	3.81%	194	0.99%
04/14/25	FHLB	3130B5K64	4.000	03/10/27	03/10/27	1,500,000	1,503,375	100.14	1,502,038	(1,337)	3.82%	283	2.14%
01/31/23	Treasury Note	912828ZE3	0.625	03/31/27	03/31/27	3,750,000	3,401,865	97.40	3,652,441	250,576	3.80%	304	5.21%
05/11/23	Chevron Corp	166764BX7	1.995	05/11/27	05/11/27	475,000	442,086	98.27	466,766	24,680	3.87%	345	0.67%
10/20/25	Burlington Northern Santa Fe	12189LBA8	3.250	06/15/27	06/15/27	525,000	521,624	99.16	520,603	(1,021)	4.08%	380	0.74%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	4,000,000	3,659,385	96.42	3,856,719	197,334	3.89%	395	5.50%
03/18/25	Procter & Gamble Co	742718EV7	2.850	08/11/27	08/11/27	575,000	557,532	98.62	567,084	9,552	4.03%	437	0.81%
03/18/25	Meta Platforms Inc	30303M8G0	3.500	08/15/27	08/15/27	550,000	540,447	99.37	546,528	6,081	4.04%	441	0.78%
11/07/25	FFCB	3133ETVJ3	3.625	08/27/27	08/27/27	3,150,000	3,153,276	99.54	3,135,515	(17,761)	4.00%	453	4.47%
03/18/25	Alabama Power Company	010392FY9	3.750	09/01/27	09/01/27	425,000	417,822	99.54	423,046	5,224	4.13%	458	0.60%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	550,000	512,972	98.43	541,351	28,379	4.13%	502	0.77%
05/15/25	General Dynamics Corporation	369550AZ1	2.625	11/15/27	11/15/27	550,000	529,249	98.06	539,335	10,086	4.00%	533	0.77%
03/20/25	Treasury Note	91282CMF5	4.250	01/15/28	01/15/28	4,000,000	4,036,861	100.40	4,015,938	(20,923)	3.99%	594	5.73%
03/18/25	PNC Bank NA	39353RFJ2	3.250	01/22/28	01/22/28	550,000	531,361	98.53	541,932	10,571	4.18%	601	0.77%
03/18/25	Pepsico Inc	713448FL7	3.600	02/18/28	02/18/28	125,000	122,811	99.14	123,925	1,114	4.12%	628	0.18%
03/20/25	FFCB	3133ER4Q1	4.250	02/24/28	02/24/28	3,500,000	3,527,790	100.31	3,510,787	(17,003)	4.06%	634	5.01%
05/13/25	Caterpillar Financial Services	14913UAY6	4.400	03/03/28	03/03/28	525,000	525,546	100.34	526,808	1,262	4.19%	642	0.75%
03/18/25	FHLB	3130ATS57	4.500	03/10/28	03/10/28	3,500,000	3,545,465	100.76	3,526,592	(18,873)	4.05%	649	5.03%
04/01/25	Florida Power & Light CO	341081GK7	5.050	04/01/28	04/01/28	400,000	408,104	101.45	405,812	(2,292)	4.22%	671	0.58%
05/20/25	Qualcomm Incorporated	747525BN2	1.300	05/20/28	05/20/28	500,000	459,890	94.59	472,950	13,060	4.18%	720	0.67%
10/20/25	FFCB	3133ERGL9	4.500	06/07/28	06/07/28	485,000	497,047	100.85	489,130	(7,917)	4.06%	738	0.70%
03/18/25	Public Service Electric And Gas	74456QBX3	3.650	09/01/28	09/01/28	150,000	145,974	98.50	147,756	1,782	4.35%	824	0.21%
09/17/24	Citibank NA	17325FBB3	5.803	09/29/28	09/29/28	615,000	646,834	103.39	635,823	(11,011)	4.26%	852	0.91%
03/18/25	Treasury Note	91282CDF5	1.375	10/31/28	10/31/28	4,000,000	3,644,531	93.93	3,757,188	112,657	4.03%	884	5.36%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 05/31/26

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
03/18/25	Abbvie Inc	00287YBF5	4.250	11/14/28	11/14/28	550,000	546,865	99.98	549,879	3,014	4.26%	898	0.78%
10/20/25	FHLB	3130AXQK7	4.750	12/08/28	12/08/28	300,000	310,872	101.54	304,616	(6,256)	4.10%	922	0.43%
03/18/25	Merck & Co Inc	58933YBD6	1.900	12/10/28	12/10/28	600,000	549,204	94.51	567,043	17,839	4.21%	924	0.81%
06/16/25	Cisco Systems Inc	17275RBR2	4.850	02/26/29	02/26/29	525,000	534,938	101.46	532,660	(2,278)	4.28%	1002	0.76%
03/18/25	Union Pacific Corporation	907818FB9	3.700	03/01/29	03/01/29	550,000	534,221	98.44	541,399	7,178	4.31%	1005	0.77%
05/28/25	Pfizer Inc	717081ET6	3.450	03/15/29	03/15/29	575,000	557,089	97.81	562,410	5,321	4.29%	1019	0.80%
03/20/25	Treasury Note	91282CEE7	2.375	03/31/29	03/31/29	4,000,000	3,769,439	95.56	3,822,500	53,061	4.04%	1035	5.46%
04/24/26	FFCB	3133EWKU3	3.750	04/09/29	04/09/29	1,600,000	1,594,931	99.15	1,586,435	(8,496)	4.07%	1044	2.26%
03/18/25	Target Corporation	87612EBH8	3.375	04/15/29	04/15/29	550,000	528,000	97.59	536,750	8,750	4.27%	1050	0.77%
03/18/25	Wisconsin Electric Power Company	976656CQ9	5.000	05/15/29	05/15/29	425,000	430,699	101.55	431,572	873	4.44%	1080	0.82%
10/20/25	Comcast Corporation	20030NEH0	5.100	06/01/29	06/01/29	525,000	545,874	101.98	535,385	(10,489)	4.30%	1097	0.76%
10/20/25	John Deere Capital Corp	24422EXT1	4.850	06/11/29	06/11/29	525,000	541,979	101.52	532,964	(9,015)	4.31%	1107	0.76%
03/18/25	Chubb InA Holdings Inc	171239AL0	4.650	08/15/29	08/15/29	550,000	553,278	100.68	553,767	489	4.42%	1172	0.79%
03/18/25	Exxon Mobil Corp	30231GBE1	2.440	08/16/29	08/16/29	600,000	555,630	94.72	588,316	12,686	4.21%	1173	0.81%
03/25/25	FHLMC Reference Notes	3134A3U46	6.750	09/15/29	09/15/29	750,000	831,548	108.04	810,277	(21,271)	4.11%	1203	1.16%
03/19/25	FNMA Benchmark Note	31359MFJ7	7.125	01/15/30	01/15/30	3,500,000	3,947,160	110.02	3,850,651	(96,509)	4.12%	1325	5.50%
04/17/26	Prudential Financial Inc	74432QCG8	2.100	03/10/30	03/10/30	550,000	512,424	92.08	506,437	(5,987)	4.40%	1379	0.72%
03/18/25	Duke Energy Carolinas	26442CBP8	4.850	03/15/30	03/15/30	425,000	428,111	101.18	430,002	1,891	4.51%	1384	0.61%
04/17/26	MetLife Inc	59156RBZ0	4.550	03/23/30	03/23/30	550,000	558,762	100.57	553,128	(5,634)	4.38%	1392	0.79%
04/15/25	Home Depot Inc	437076CB6	2.700	04/15/30	04/15/30	550,000	504,391	94.03	517,159	12,768	4.39%	1415	0.74%
04/17/26	Lowes Corporation	540424AT5	3.200	05/15/30	05/15/30	550,000	527,862	95.03	522,660	(5,202)	4.59%	1445	0.75%
04/17/26	Lockheed Martin Corporation	539830CL1	4.400	08/15/30	08/15/30	550,000	555,549	99.74	548,561	(6,988)	4.47%	1537	0.78%
04/17/26	Apple Inc	037833ED8	1.650	02/08/31	02/08/31	550,000	496,028	89.13	490,192	(5,836)	4.23%	1714	0.70%
	Subtotal					\$ 70,588,530	\$ 69,460,590	\$	\$ 70,068,716	\$ 608,126	4.02%	613	100.00%
	PFC Bank Balance						4,848,336						
	TOTAL					\$ 74,308,926							

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Purchases - Maturities - Sales
As of 05/31/26

PURCHASES										
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest		
05/01/26	FFCB	3133EWKU3	3.750	04/09/29	\$ 500,000.00	99.50100	\$ 497,505.00	\$ (1,302.08)		
TOTAL PURCHASES										
				\$	500,000.00	\$	497,505.00	\$ (1,302.08)		
MATURITIES										
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)		
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	\$ 450,000.00	102.91661	\$ 463,124.75	\$ (13,124.75)		
TOTAL MATURITIES										
				\$	450,000.00	\$	463,124.75	\$ (13,124.75)		
SALES / REDEMPTIONS / DELIVERS										
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
								\$		\$
								-	-	-
								-	-	-
								-	-	-
								-	-	-
								-	-	-
TOTAL										
						\$	-	\$	-	\$

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
05/01/26-05/31/26

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrpt For Period	Adjusted Total Int. Earned
FIXED INCOME											
Sierra Pacific Power	NOTE	826418BM6	2.600	05/01/26	-	-	-	-	-	-	-
FHLB	NOTE	3130A8XY4	1.875	09/11/26	781.25	-	-	1,250.00	468.75	(259.24)	209.51
Public Service Electric And Gas	NOTE	74456QBR6	2.250	09/15/26	862.50	-	-	1,425.00	562.50	519.84	1,082.34
Pepsico Inc	NOTE	713448DN5	2.375	10/06/26	742.19	-	-	1,632.81	890.62	831.09	1,721.71
Treasury Note	NOTE	912828U24	2.000	11/15/26	19,375.69	21,000.00	-	1,940.22	3,564.53	2,738.89	6,303.42
FHLB	NOTE	3130A9YY1	2.125	12/11/26	5,784.72	-	-	7,024.31	1,239.59	(346.67)	892.92
FHLB	NOTE	3130B5K64	4.000	03/10/27	8,500.00	-	-	13,500.00	5,000.00	(147.81)	4,852.19
Treasury Note	NOTE	912828ZE3	0.625	03/31/27	1,985.14	-	-	3,970.29	1,985.15	9,529.69	11,514.84
Chevron Corp	NOTE	166764BX7	1.995	05/11/27	4,474.90	4,738.13	-	526.46	789.69	688.84	1,478.53
Burlington Northern Santa Fe	NOTE	12189LBA8	3.250	06/15/27	6,445.83	-	-	7,867.71	1,421.88	170.49	1,592.37
Treasury Note	NOTE	912828ZV5	0.500	06/30/27	6,685.08	-	-	8,397.79	1,712.71	10,686.48	12,399.19
Procter & Gamble Co	NOTE	742718EV7	2.850	08/11/27	3,641.67	-	-	5,007.29	1,365.62	607.95	1,973.57
Meta Platforms Inc	NOTE	30303M8G0	3.500	08/15/27	4,063.89	-	-	5,668.06	1,604.17	330.95	1,935.12
FFCB	NOTE	3133ETVJ3	3.625	08/27/27	20,300.00	-	-	29,815.63	9,515.63	(151.90)	9,363.73
Alabama Power Company	NOTE	010392FY9	3.750	09/01/27	2,656.25	-	-	3,984.38	1,328.13	244.16	1,572.29
Unitedhealth Group Inc	NOTE	91324PDE9	2.950	10/15/27	721.11	-	-	2,073.19	1,352.08	715.48	2,067.56
US Bank NA	NOTE	90331HPP2	4.507	10/22/27	704.22	-	-	3,051.61	2,347.39	59.60	2,406.99
General Dynamics Corporation	NOTE	369550AZ1	2.625	11/15/27	6,657.29	7,218.75	-	641.67	1,203.13	692.49	1,895.62
Treasury Note	NOTE	91282CMF5	4.250	01/15/28	49,779.01	-	-	64,337.02	14,558.01	(1,184.94)	13,373.07
PNC Bank NA	NOTE	39353RFJ2	3.250	01/22/28	4,915.63	-	-	6,405.21	1,489.58	546.61	2,036.19
Pepsico Inc	NOTE	713448FL7	3.600	02/18/28	912.50	-	-	1,287.50	375.00	62.60	437.60
FFCB	NOTE	3133ER4Q1	4.250	02/24/28	27,684.03	-	-	40,079.86	12,395.83	(792.72)	11,603.11
Caterpillar Financial Services	NOTE	14913UAY6	4.400	03/03/28	3,721.67	-	-	5,646.67	1,925.00	(16.23)	1,908.77
FHLB	NOTE	3130ATS57	4.500	03/10/28	22,312.50	-	-	35,437.50	13,125.00	(1,273.53)	11,851.47
Florida Power & Light CO	NOTE	341081GK7	5.050	04/01/28	1,683.33	-	-	3,366.67	1,683.34	(225.32)	1,458.02
Qualcomm Incorporated	NOTE	747525BN2	1.300	05/20/28	2,906.94	3,250.00	-	198.61	541.67	1,115.20	1,656.87
FFCB	NOTE	3133ERGL9	4.500	06/07/28	8,730.00	-	-	10,548.75	1,818.75	(382.05)	1,436.70
Bank of New York Mellon	NOTE	06406RBX4	4.890	07/21/28	7,470.83	-	-	9,712.08	2,241.25	(94.85)	2,146.40
Public Service Electric And Gas	NOTE	74456QBX3	3.650	09/01/28	912.50	-	-	1,368.75	456.25	97.25	553.50
Citibank NA	NOTE	17325FBB3	5.803	09/29/28	3,172.31	-	-	6,146.34	2,974.03	(686.75)	2,287.28
Treasury Note	NOTE	91282CDF5	1.375	10/31/28	149.46	-	-	4,782.61	4,633.15	8,335.50	12,968.65
Abbvie Inc	NOTE	00287YBF5	4.250	11/14/28	10,843.40	11,687.50	-	1,103.82	1,947.92	71.52	2,019.44
FHLB	NOTE	3130AXQK7	4.750	12/08/28	5,660.42	-	-	6,847.92	1,187.50	(289.41)	898.09

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
05/01/26-05/31/26

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrpt For Period	Adjusted Total Int. Earned
Merck & Co Inc	NOTE	58933YBD6	1.900	12/10/28	4,465.00	-	-	5,415.00	950.00	1,136.38	2,086.38
State Street Corp	NOTE	857477CN1	4.530	02/20/29	4,913.79	-	-	6,990.04	2,076.25	(183.85)	1,892.40
Cisco Systems Inc	NOTE	17275RBR2	4.850	02/26/29	4,597.40	-	-	6,719.27	2,121.87	(224.34)	1,897.53
Union Pacific Corporation	NOTE	907818FB9	3.700	03/01/29	3,391.67	-	-	5,087.50	1,695.83	332.90	2,028.73
Pfizer Inc	NOTE	717081ET6	3.450	03/15/29	2,534.79	-	-	4,187.92	1,653.13	393.37	2,046.50
Treasury Note	NOTE	91282CEE7	2.375	03/31/29	8,046.45	-	-	16,092.90	8,046.45	4,904.42	12,950.87
FFCB	NOTE	3133EWKU3	3.750	04/09/29	2,520.83	-	1,302.08	8,666.67	4,843.76	136.56	4,980.32
Target Corporation	NOTE	87612EBH8	3.375	04/15/29	825.00	-	-	2,371.88	1,546.88	450.20	1,997.08
Wisconsin Electric Power Company	NOTE	976656CQ9	5.000	05/15/29	9,798.61	10,625.00	-	944.44	1,770.83	(114.29)	1,656.54
Comcast Corporation	NOTE	20030NEH0	5.100	06/01/29	11,156.25	13,387.50	-	-	2,231.25	(481.71)	1,749.54
John Deere Capital Corp	NOTE	24422EXT1	4.850	06/11/29	9,902.08	-	-	12,023.96	2,121.88	(388.82)	1,733.06
Chubb InA Holdings Inc	NOTE	171239AL0	4.650	08/15/29	5,399.17	-	-	7,530.42	2,131.25	(62.01)	2,069.24
Exxon Mobil Corp	NOTE	30231GBE1	2.440	08/16/29	3,050.00	-	-	4,270.00	1,220.00	838.75	2,058.75
FHLMC Reference Notes	NOTE	3134A3U46	6.750	09/15/29	6,468.75	-	-	10,687.50	4,218.75	(1,520.46)	2,698.29
Morgan Stanley	NOTE	61748UAK8	4.133	10/18/29	932.80	-	-	3,085.40	2,152.60	(4.18)	2,148.42
FNMA Benchmark Note	NOTE	31359MFJ7	7.125	01/15/30	73,427.08	-	-	94,208.33	20,781.25	(8,021.77)	12,759.48
Prudential Financial Inc	NOTE	74432QCQ8	2.100	03/10/30	1,636.25	-	-	2,598.75	962.50	805.20	1,767.70
Duke Energy Carolinas	NOTE	26442CBP8	4.850	03/15/30	2,633.82	-	-	4,351.53	1,717.71	(51.97)	1,665.74
Metlife Inc	NOTE	59156RBZ0	4.550	03/23/30	2,641.53	-	-	4,726.94	2,085.41	(186.02)	1,899.39
Home Depot Inc	NOTE	437076CB6	2.700	04/15/30	660.00	-	-	1,897.50	1,237.50	762.79	2,000.29
Lowes Corporation	NOTE	540424AT5	3.200	05/15/30	8,115.56	8,800.00	-	782.22	1,466.66	453.33	1,919.99
Lockheed Martin Corporation	NOTE	539830CL1	4.400	08/15/30	5,108.89	-	-	7,125.56	2,016.67	(107.06)	1,909.61
Apple Inc	NOTE	037833ED8	1.650	02/08/31	2,092.29	-	-	2,848.54	756.25	937.01	1,693.26
Subtotal					\$ 419,554.27	\$ 80,706.88	\$ 1,302.08	\$ 507,658.00	\$ 167,508.53	\$ 31,997.64	\$ 199,506.17
CASH EQUIVALENTS											
Dreyfus Trsy Sec CM Investor	Subtotal				-	32,975.53	-	-	32,975.53	-	32,975.53
					\$ -	\$ 32,975.53	\$ -	\$ -	\$ 32,975.53	\$ -	\$ 32,975.53
TOTAL					\$ 419,554.27	\$ 113,682.41	\$ 1,302.08	\$ 507,658.00	\$ 200,484.06	\$ 31,997.64	\$ 232,481.70

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025

Monthly Performance										MAY 2026					Fiscal YTD Performance (July 2025 - May 2026)																			
A		B		C		D		E		F					G					H					I					J				
Actual \$ May 2026		Budget May 2026		Actual \$ Prior Year May 2025		Note		Variance Actual Vs. Budget		Fiscal YTD					Fiscal YTD Budget					Prior Year Fiscal YTD					Note					Actual Vs. Budget				
OPERATING ACTIVITY																																		
CASH RECEIPTS FROM OPERATIONS																																		
1	\$398,418	\$440,000	\$445,714	(2)	(\$41,582)	Landing/Fuel Fees																			\$4,963,290	\$4,660,000	\$5,652,695	(2)	\$303,290					
2	2,633,925	2,893,421	3,121,672	(3)	(259,496)	Parking Fees																			29,634,141	30,556,585	31,978,777	(3)	(922,444)					
3	1,498,009	1,431,895	1,738,962	(4)	66,114	Rental/Concession Receipts - Terminal Building																			16,604,111	15,296,837	16,869,090	(4)	1,307,274					
4	1,681,343	1,364,272	1,438,369	(5)	317,071	Rental Receipts - Other Buildings																			15,790,958	15,006,996	15,411,698	(5)	783,962					
5	309,680	333,750	361,212	(6)	(24,070)	Ground Transportation																			3,599,434	3,531,249	3,951,558	(6)	68,185					
6	43,534	112,500	214,108	(7)	(68,966)	Other Receipts																			2,033,028	1,237,500	2,037,064	(7)	795,528					
7	690,830	666,250	644,671	(8)	24,580	Investment Receipts - Treasurer/Other Interest Earned																			9,613,085	7,328,750	4,066,503	(8)	2,284,335					
8	\$7,255,739	\$7,242,088	\$7,964,708	(1)	\$13,651																				\$82,238,047	\$77,617,917	\$79,967,385	(1)	\$4,620,130					
CASH DISBURSEMENTS FROM OPERATIONS																																		
9	(\$108,370)	(\$162,994)	(\$129,781)	(10)	\$54,624	Administrative Supplies & Costs																			(\$1,348,690)	(\$1,584,756)	(\$1,381,027)	(10)	\$236,066					
10	(477,074)	(483,704)	(294,891)	(11)	6,630	Operating Supplies & Maintenance																			(4,228,709)	(4,960,671)	(4,043,642)	(11)	731,962					
11	(3,979,660)	(4,435,264)	(2,075,937)	(12)	455,604	Contractual Operating Costs																			(34,273,682)	(37,249,270)	(31,939,235)	(12)	2,975,588					
12	(143,171)	(549,508)	(358,902)	(13)	406,337	Contractual Professional Services																			(6,480,617)	(8,350,925)	(6,167,698)	(13)	1,870,308					
13	(601,777)	(703,194)	(513,956)	(14)	101,417	Wages & Benefits																			(8,087,030)	(8,406,606)	(7,370,572)	(14)	319,576					
14	(171,730)	(178,133)	(70,911)	(15)	6,403	Other Operating Costs																			(1,282,114)	(1,331,196)	(991,774)	(15)	49,082					
15	0	0	0	(16)	0	Parking Tax																			(3,560,792)	(3,583,929)	(3,549,392)	(16)	23,137					
16	(\$5,481,782)	(\$6,512,797)	(\$3,444,378)	(9)	\$1,031,015																				(\$59,261,634)	(\$65,467,353)	(\$55,443,340)	(9)	\$6,205,719					
17	\$1,773,957	\$729,291	\$4,520,330		\$1,044,666	INCREASE (DECREASE) IN CASH FROM OPERATIONS																			\$22,976,413	\$12,150,564	\$24,524,045		\$10,825,849					
FACILITY IMPROVEMENT TRANSACTIONS																																		
CASH DISBURSEMENTS																																		
18	(\$27,539)	(\$30,333)	\$0	(17)	2,794	Noise Mitigation Program Costs																			(\$844,117)	(\$963,667)	(\$519,973)	(17)	119,550					
19	(765,266)	(2,622,000)	(24,352)	(18)	1,856,734	Other Facility Improvement Program Project Costs																			(9,442,013)	(13,338,749)	(2,982,805)	(18)	3,896,736					
20	(\$792,805)	(\$2,652,333)	(\$24,352)		\$1,859,528																				(\$10,286,130)	(\$14,302,416)	(\$3,502,778)		\$4,016,286					
CASH RECEIPTS FROM FUNDING SOURCES																																		
21	\$0	\$24,445	\$0	(17)	(\$24,445)	FAA Grants - Noise Mitigation Program																			\$513,648	\$776,619	\$298,961	(17)	(\$262,971)					
22	14,752	282,065	0	(19)	(267,313)	FAA Grants - Facility Improvement Program																			14,752	1,571,505	883,937	(19)	(1,556,753)					
23	0	873,823	0	(20)	(873,823)	Passenger Facility Charge Receipts/Reserves																			4,140,494	8,017,816	317,343	(20)	(3,877,322)					
24	0	0	0	(21)	0	Customer Facility Charge Reserves																			0	0	109,103	(21)	0					
25	\$14,752	\$1,180,333	\$0		(\$1,165,581)																				\$4,668,894	\$10,365,940	\$1,609,344		(\$5,697,046)					
INCREASE (DECREASE) - FACILITY / NOISE MITIGATION TRANSACTIONS																																		
26	(\$778,053)	(\$1,472,000)	(\$24,352)		\$693,947																				(\$5,617,236)	(\$3,936,476)	(\$1,893,434)		(\$1,680,760)					
NET INCREASE (DECREASE) IN CASH FROM OPERATIONS																																		
27	\$995,904	(\$742,709)	\$4,495,978		\$1,738,613																				\$17,359,177	\$8,214,088	\$22,630,611		\$9,145,089					

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

**SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025**

	Monthly Performance					Fiscal YTD Performance (July 2025 - May 2026)				
	MAY 2026				Variance Actual Vs. Budget					
	A	B	C	D		F	G	H	I	J
	Actual \$ May 2026	Budget May 2026	Actual \$ Prior Year May 2025	Note		Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
28	\$995,904	(\$742,709)	\$4,495,978		\$1,738,613	\$17,359,177	\$8,214,088	\$22,630,611		\$9,145,089
	NET INCREASE (DECREASE) IN CASH FROM OPERATIONS									
29	(\$36,099,624)	(\$36,203,141)	(\$28,358,288)	(22)	\$103,517	(\$550,502,558)	(\$565,978,654)	(\$337,583,538)	(22)	\$15,476,096
	REPLACEMENT PASSENGER TERMINAL PROJECT ("RPT")									
	CASH DISBURSEMENTS¹									
	Replacement Passenger Terminal Project Costs									
30	CASH RECEIPTS FROM FUNDING SOURCES									
31	\$0	\$0	\$0	(23)	\$0	\$34,584,144	\$34,584,144	\$17,992,312	(23)	\$0
32	0	0	0	(23)	0	9,501,460	9,501,460	5,085,592	(23)	0
33	140,478,369	140,478,369	28,021,703	(23)	0	309,767,348	309,767,348	327,422,889	(23)	0
34	(108,949,000)	(108,949,000)	0	(23)	0	140,478,369	140,478,369	0	(23)	0
35	\$31,529,369	\$31,529,369	\$28,021,703	(23)	0	10,000,000	10,000,000	0	(23)	0
					\$0	\$504,331,321	\$504,331,321	\$350,500,793		\$0
36	(\$4,570,255)	(\$4,673,772)	(\$336,585)		\$103,517	(\$46,171,237)	(\$61,647,333)	\$12,917,255		\$15,476,096
37	(\$3,574,351)	(\$5,416,481)	\$4,159,393		\$1,842,130	(\$28,812,060)	(\$53,433,245)	\$35,547,866		\$24,621,185

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 - Approximately \$109M of the Commercial Paper issued was defeased with the issuance of the 2026 Bonds in May 2026. The remaining \$10M is anticipated to be defeased during FY 2027.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025

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, and personnel.

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 2026 Replacement Passenger Terminal ("RPT") Project expenditures are primarily funded through federal grants, FAA-approved use of Passenger Facility Charge ("PFC") fees, proceeds from General Airport Revenue Bonds ("GARBs"), and the Commercial Paper Program ("CPP").

The FY 2026 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.

The adopted FY 2026 budget was premised on an activity level assumption of 6,200,000 annual passengers, reflecting a 5.70% reduction from actual FY 2025 levels. The budgeted passenger activity is allocated monthly based on historical activity and seasonality trends. Passenger count decreased by 9.30% and 3.82% FYTD May when compared to the same period in FY 2025 and the budget, respectively. Overall financial performance in May remains positive to the budget.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025

NOTE (1) – Cash Receipts from Operations

Cash receipts from operations exceed the budget FYTD May. On an accrual basis, operating revenues exceed the budget FYTD May by \$4,065,130. 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 \$331,381 FYTD May.

NOTE (3) – Parking Fees

Parking fee revenues performed below the budget forecast FYTD May by \$922,444. Accrual basis Parking Fees are below the budget by \$786,185 FYTD May, primarily due to the decline in passenger activity.

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

Terminal Building rental/concession receipts exceeded the budget FYTD May partially due to the timing of receipts. Accrual basis Terminal Building rents/concessions exceed the budget by \$1,156,197 FYTD May.

NOTE (5) – Rental Receipts - Other Buildings

Other Buildings rental receipts exceeded the budget FYTD May partially due to the timing of receipts. Accrual basis Other Building rents are \$504,005 above budget expectations 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 exceeded budget by \$63,042 FYTD May.

NOTE (7) – Other Receipts

Other Receipts consist primarily of ground handling and airfield access fees. Accrual basis Other Receipts are \$510,550 ahead of budget FYTD May.

NOTE (8) – Investment Receipts - Treasurer

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes, the timing of coupon payments, and individual investment maturities. Accrual basis investment income exceeds the budget by \$2,286,140 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)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025

NOTE (11) – Operating Supplies & Maintenance

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

NOTE (12) – Contractual Operating Costs

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

NOTE (13) – Contractual Professional Services

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

NOTE (14) – Wages and Benefits

Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the impact of the terms of the Memorandum of Understanding effective February 2023.

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 2026, is due July 2026.

NOTE (17) – Noise Mitigation Program

FAA Grants and a PFC match are budgeted to fund the multi-year Part 150 Update project. This project commenced Q3 FY 2024 and is ongoing.

NOTE (18) – Other Facility Improvement Program Projects

Other Facility Improvement Program Project costs on a cash basis are on track with the budget FYTD May.

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

FAA Grants and a PFC match are budgeted to fund the design services for the Taxiway A and C extensions project.

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 construction of the Runway and Taxiway Shoulder Rehabilitation, continued design efforts for the southeast quadrant of the Airport, design services for the Taxiway A and C extensions project, acquisition of an Airport Pavement Management System, update to the Airport Layout Plan, and the Part 150 Update project.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025

NOTE (21) – Customer Facility Charge Reserves

The Regional Intermodal Transportation Center ("RITC") Art in Public Places capital project was funded by Customer Facility Charge Reserves and completed December 2024.

NOTE (22) – Replacement Passenger Terminal Project

The Authority programmed appropriations in the amount of \$590,756,795 for development of the multi-year RPT program. RPT costs on a cash basis are below budget expectations FYTD May by \$15,476,096 primarily due to the timing of payments. The majority of cash expenditures FYTD May are related to Holder, Pankow, TEC JV (\$505,341,526), inclusive of retention payments to the escrow bank, Jacobs Project Management Co. (\$14,482,452), and the City of Burbank Water and Power Aid-in-Construction Deposits for the community substation (\$26,677,540).

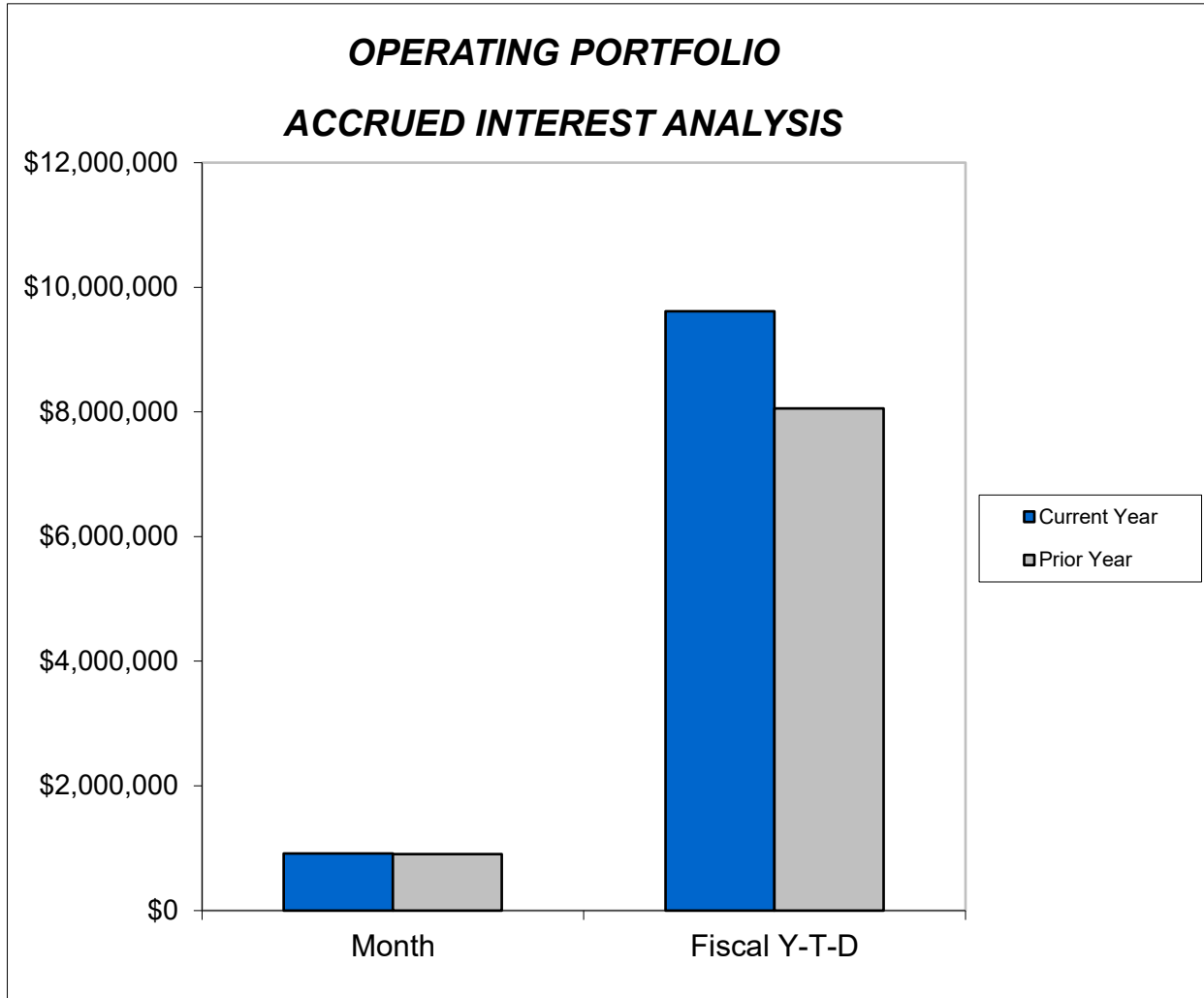
NOTE (23) – Replacement Passenger Terminal Project Funding Sources

Includes funding sources specifically approved for reimbursement of certain eligible RPT expenses, which include FAA grant awards, FAA approved Passenger Facility Charge fees, Revenue Bond reimbursements, and Commercial Paper Program drawdowns (approximately \$109M of the balance has been defeased through the issuance of the 2026 Bonds with the \$10M remaining anticipated to be defeased in FY 2027).

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025

					MAY 2026				
Monthly Performance					Fiscal YTD Performance (July 2025 - May 2026)				
A	B	C	D	E	F	G	H	I	J
Actual \$ May 2026	Budget May 2026	Actual \$ Prior Year May 2025	Note	Variance Actual Vs. Budget	Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
36	\$515,895	\$459,333	\$487,307 (1)	\$56,562	\$5,404,159	\$4,840,667	\$5,289,122	(1)	\$563,492
37	75,844	85,914	120,951 (2)	(10,070)	912,060	945,048	1,021,526	(2)	(32,988)
38	(465,735)	(486,037)	(521,545)	20,302	(5,422,189)	(5,346,403)	(5,356,336)		(75,786)
39	<u>\$126,004</u>	<u>\$59,210</u>	<u>\$86,713</u> (3)	<u>\$66,794</u>	<u>\$894,030</u>	<u>\$439,312</u>	<u>\$954,312</u>	(3)	<u>\$454,718</u>
General Comments									
The debt service on the 2012 Revenue Bonds is payable from Customer Facility Charges ("CFCs") and Facility Rents. Under the terms of the Bond Indenture, as amended, all CFCs collected subsequent to July 1, 2014 are remitted to the Bond Trustee for the 2012 Bond debt service.									
On July 1, 2014, the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the respective Rent-A-Car Companies became effective, including the collection of Facility Rent.									
Note (1) – Customer Facility Charge ("CFC") Receipts									
CFCs of \$6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service.									
Note (2) – Facility Rent									
Facility Rent receipts may be applied to the 2012 Bond debt service or other allowable uses.									
Note (3) – Net RITC / ConRAC Facility Payments and Collections									
At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses under the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the Rent-A-Car Companies.									
In the event of a shortfall of receipts to meet the required payment obligations (i.e., CFC collections perform under budget projections), the Authority holds the right to adjust the Facility Rent paid by the rental car companies on a 30-day notice.									

Burbank-Glendale-Pasadena Airport Authority



	May 2026	May 2025
Accrued Interest Revenue - Month	\$913,664	\$905,737
Accrued Interest Revenue - FYTD	\$9,614,890	\$8,056,921
Month End Portfolio Balance (cost)	\$273,213,289	\$297,031,736
Yield to Maturity	3.93%	4.06%

Supplement to the May 2026 Treasurer's Report

FYTD May 2026 Cash Expenditures

Replacement Passenger Terminal Project (RPT)

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
REPLACEMENT PASSENGER TERMINAL PROJECT (RPT)
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025**

Consultant/Vendor	Scope of Work	Prior Fiscal Years' Cash Expenditures	Current Authorized Amounts (1)	May 2026 Cash Expenditures	FYTD 2026 (Jul - May) Cash Expenditures	Remaining Contract Amount	Project-to-date Total Cash Expenditures
Jacobs Project Management Company (1a)	Program Management Services	\$ 17,632,925	\$ 44,486,048	\$ 1,015,844	\$ 14,482,452	\$ 12,370,671	\$ 32,115,377
Holder, Pankow, TEC JV (1d)	Design Builder	426,715,825	1,115,329,052	34,601,625	482,198,412	183,271,701	932,057,351
Truist Bank (1d)	Design Builder - Retention Escrow Account			61,634	23,143,114		
City of Burbank (5a)	Burbank Water & Power Aid-in-Construction Deposit	22,775,970	49,453,510	-	26,677,540	-	49,453,510
City of Burbank (5b)	Plan Check Services	496,874	496,874	-	-	-	496,874
RPT - Construction / Project Management, Subtotal:		\$ 467,621,594	\$ 1,209,765,484	\$ 35,679,103	\$ 546,501,518	\$ 195,642,372	\$ 1,014,123,112
Airport & Aviation Professionals Inc. (AvAirPros) (1b)	Airline Technical & Financial Coordination Services	752,737	400,000	39,056	290,831	109,169	1,043,568
Airport Projects (1b)	Technical Support	85,426	-	-	-	-	85,426
ATX (1b)	Technical Support	291,163	1,648,044	84,120	1,020,777	402,479	1,311,940
Conway Consulting (1b)	Technical Support	426,598	150,000	-	105,792	44,208	532,390
Georgino Development (1b)	Strategic Planning Services	200,400	60,000	-	49,800	10,200	250,200
Public Resources Advisory Group (PRAG) (1b)	Financial Advisory Services	602,762	275,000	51,540	114,521	160,479	717,283
Ricondo & Associates (1b)	Financial Feasibility Services	971,428	350,000	60,298	412,329	(62,329)	1,383,757
Geosyntec Consultants (1c)	Soil Management Services	8,586	N/A	-	-	N/A	8,586
Azrial (2)	Consulting Services	1,625	N/A	-	-	N/A	1,625
Fitch Ratings (2)	Rating Agency	35,000	N/A	-	-	N/A	35,000
Orrick, Herrington & Sutcliffe (2)	Bond Counsel	1,298,093	N/A	123,859	445,830	N/A	1,743,923
Camano Consulting Group (1b)	Consulting Services	63,145	174,000	29,000	174,000	-	237,145
DSM, Inc. (1b)	Consulting Services	12,500	N/A	-	-	N/A	12,500
Chapman (2)	Legal Services	70,000	N/A	-	-	N/A	70,000
Geraci (2)	Legal Services	2,000	N/A	-	-	N/A	2,000
Gordon Rees (2)	Legal Services	200	N/A	-	-	N/A	200
McDermott (2)	Legal Services	5,000	N/A	-	-	N/A	5,000
Moody's (2)	Rating Agency	95,900	N/A	-	-	N/A	95,900
Richards, Watson & Gershon (2)	Legal Services	476,324	N/A	9,455	44,604	N/A	520,928
Ring Bender (2)	Legal Services	4,793	N/A	-	-	N/A	4,793
S & P Global Rating (2)	Rating Agency	21,000	N/A	-	145,911	N/A	166,911
THU Legal Consulting (2)	Consulting Services	482,165	280,000	15,570	213,687	66,313	695,852
Thriving Restaurants (2)	Consulting Services	5,000	N/A	-	-	N/A	5,000
Woodward (2)	Consulting Services	51,000	36,000	3,000	33,000	3,000	84,000
Zions Bancorporation (2)	Consulting Services	5,500	N/A	-	3,000	N/A	8,500
RS&H (3)	Environmental Impact Study (EIS) Services	801,804	AIP / PFC Funded	-	2,132	N/A	803,936
XI-3 Corporation (4)	Consulting Services	91,770	N/A	-	-	N/A	91,770
Barclays Bank (6)	CP Program / LOC Bank	873,817	N/A	-	323,549	N/A	1,197,366
Sumitomo Mitsui (6)	CP Program / LOC Bank	1,124,266	N/A	-	481,174	N/A	1,605,440
Meetings	Various Expenses	30,876	N/A	-	-	N/A	30,876
Licenses/Fees & Other Misc.	Various Expenses	52,498	N/A	4,623	140,103	N/A	192,601
RPT - Professional Services, Subtotal:		\$ 8,943,376	\$ 3,373,044	\$ 420,521	\$ 4,001,040	\$ 733,519	\$ 12,944,416
RPT - GRAND TOTAL		\$ 476,564,970	\$ 1,213,138,528	\$ 36,099,624	\$ 550,502,558	\$ 196,375,891	\$ 1,027,067,528

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NOTES TO REPLACEMENT PASSENGER TERMINAL PROJECT SCHEDULE
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025**

- (1) Current authorized NTE Contract amounts represent Commission approved appropriations. The FY 2026 adopted budget includes appropriations of \$590,756,795 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) - \$1,419,796
 - Task Order 2 (Procurement of Progressive Design Builder) - \$1,125,722
 - Task Order 3 (Phase 2 Design and Pre-Construction Support Services) - \$8,857,765
 - Task Order 4 (Phase 3 Design/Construction Phase Support Services) - \$11,456,998
 - Task Order 5 (Phase 3 Design/Construction Phase Support Services) - \$13,765,895
 - Task Order 6 (Phase 3 Design/Construction Phase Support Services) - \$7,859,872
- (1b) These are multi-year Professional Services contracts for technical, financial, and strategic airport services. These contracts were presented to and approved by the Commission.
- (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 were completed April 2024.
- To date the Commission approved an additional six (6) Task Orders primarily for general conditions, equipment, and materials for a total of \$1,061,084,810.
- (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 Authority approved Aid-In-Construction deposits with BWP as follows:
- 1) September 20, 2022 - \$25,000
 - 2) March 7, 2023 - \$50,000
 - 3) June 26, 2023 - \$494,000
 - 4) September 18, 2023 - \$1,411,000
 - 5) June 13, 2024 - \$40,000 (AIC Inspections)
 - 6) August 20, 2024 - \$960,000
 - 7) September 20, 2024 - \$9,457,700
 - 8) October 17, 2024 - \$10,338,270
 - 9) June 16, 2025 - \$225,000
 - 10) August 18, 2025 - \$8,762,570
 - 11) November 17, 2025 - \$17,689,970
- (5b) The Commission approved payment October 2023 in the amount of \$344,124 for a deposit with the City of Burbank for an independent contractor to undertake plan check services. Additional deposits of \$92,750 and \$60,000 were made September 2024 and May 2025, respectively.
- (6) LOC banks for the CP program.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
REPLACEMENT PASSENGER TERMINAL PROJECT (RPT)
MONTH AND ELEVEN MONTHS ENDED MAY 31, 2026 & 2025**

Funding Source	Total Amount	Prior Fiscal Years' Reimbursements	May 2026 Reimbursement	FYTD May 2026 Reimbursement	Total-to-Date Project Reimbursements	Remaining Amount
IIJA-AIG (<i>formulaic</i>)	\$ 32,105,820	\$ 10,225,657	\$ -	\$ 12,076,688	\$ 22,302,345	\$ 9,803,475
IIJA-ATP (<i>competitive</i>)	56,628,000	29,035,753	-	16,462,176	45,497,929	11,130,071
PFC (1)	61,632,719	20,365,768	-	9,501,460	29,867,228	31,765,491
AIP	7,919,617	-	-	6,045,280	6,045,280	1,874,337
2024 Bonds (2)	686,872,190	377,104,842	-	309,767,348	686,872,190	-
2026 Bonds (3)	363,754,691	-	140,478,369	140,478,369	140,478,369	223,276,322
Commercial Paper Program (4)	118,949,000	-	(108,949,000)	10,000,000	10,000,000	-
TOTALS	\$ 1,327,862,037	\$ 436,732,020	\$ 31,529,369	\$ 504,331,321	\$ 941,063,341	\$ 277,849,696

IIJA - Infrastructure Investment and Jobs Act
AIG - Airport Infrastructure Grant

ATP - Airport Terminal Program
PFC - Passenger Facility Charge

Notes:

(1) Includes PFC Applications 21 and 22 in the amount of \$48,338,420 and \$13,294,299, respectively.

(2) Includes interest and dividend earnings to date for 2024 Bonds:

Bond Proceeds Amount	\$ 655,848,684
Accrued Interest and Dividends to Date (Held by Trustee)	31,010,120
Transfers (Closing of Cost of Issuance Fund)	13,386
Total Available Amount	\$ 686,872,190

(3) Includes interest and dividend earnings to date for 2026 Bonds:

Bond Proceeds Amount	\$ 363,393,464
Accrued Interest and Dividends to Date (Held by Trustee)	361,227
Total Available Amount	\$ 363,754,691

(4) The Commercial Paper Program was utilized to fund approximately \$119M in RPT project costs. Approximately \$109M of this balance has been defeased through the May 2026 bond issue. The remaining outstanding Commercial Paper Program balance of \$10M is scheduled to be defeased in FY 2027.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**AWARD OF EXTENSION
LEGISLATIVE REPRESENTATION SERVICE CONTRACT**

Prepared 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 seeks a Commission recommendation to authorize the exercise of the first of two one-year extension options for the Legislative Representation Services Contract ("Agreement"), copy attached, with California Public Policy Group ("CPPG").

BACKGROUND

In August 2023, the Commission awarded Renne Public Law LLP (doing business as Renne Public Policy Group) a contract to provide legislative advocacy services in Sacramento on behalf of the Authority. The Agreement included a three-year base term with two one-year extension options. Effective October 1, 2024, the Agreement was assigned to CPPG with the Authority's consent. Compensation under the Agreement is \$8,300 per month and may be adjusted annually based on changes in the Consumer Price Index ("CPI"), up to a maximum increase of five percent per year. CPPG has declined any CPI adjustment and will continue providing services at the current monthly rate. The 3-year base term of the Agreement expires on August 30, 2026.

Pursuant to Section 3(B) of the Agreement, the Authority may, at its sole discretion, exercise two one-year extension options. The proposed exercise of the first extension option will extend the Agreement through August 30, 2027, unless the contract is earlier terminated.

Maintaining a Sacramento advocacy presence ensures the Authority's interests are represented before the Legislature, the Governor's Office, and state agencies. CPPG provides timely legislative and regulatory intelligence, supports the Authority's engagement with state policymakers, and advances the Airport's strategic priorities.

Based on CPPG's satisfactory performance, specialized expertise, and understanding of the Airport's legislative priorities, Staff recommends exercising the first one-year extension option.

BUDGET

Appropriations for these services are included in the adopted FY 2027 budget. The annual cost of the one-year extension is \$99,600, based on the current monthly compensation of \$8,300, subject to approval by the Commission.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the first one-year extension option and authorization for staff to issue the corresponding notice of extension to CPPG in accordance with the terms of the Agreement.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**APPROVAL OF AMENDMENT NO.1
PROFESSIONAL SERVICES AGREEMENT
TAXIWAY A AND C EXTENSION DESIGN SERVICES**

Prepared by Vincent Nguyen, PE
Director of Engineering

SUMMARY

At its meeting on July 20, 2026, the Operations and Development Committee ("Committee") voted (3–0) to recommend that the Commission approve a proposed Amendment No. 1 ("Amendment"), copy attached, to the Professional Services Agreement ("PSA") with HNTB Corporation ("HNTB") for design of the Taxiway A and C Extension/Construction Projects. The Amendment proposes an increase of \$170,000 to the PSA for design engineering services to cover unforeseen design changes. The Amendment would result in a total contract value not-to-exceed \$3,515,260.

BACKGROUND

On June 2, 2025, the Commission awarded the PSA to HNTB in the amount of \$3,345,260. The scope of work included all required studies and design submittals at the 30%, 60%, 90%, and 100% design milestones. Design services included analysis of existing conditions, drainage, pavement structure, and electrical systems, as well as construction phasing to coordinate with terminal demolition planned by Holder, Pankow, TEC - A Joint Venture.

To date, the project has completed 60% of the design, with \$1,808,753.86 invoiced as of June 5, 2026. During design development, Staff found that the new airfield geometry on the southeast quadrant would necessitate the addition of security cameras and a jet blast deflector. Several security cameras at the legacy terminal building will be removed as part of the demolition project. The Taxiway A and C Extension/Construction Projects will replace those security cameras to monitor the airfield areas. HNTB has submitted a change request of \$70,783 for the study and design of the improvements and the fiber routing to support airport security equipment.

Based on recent analysis of aircraft movements, jet blast deflector(s) will be required to redirect high energy exhaust from a jet engine and protect adjacent areas that will be used by vehicles and pedestrians. The jet blast deflector design is anticipated to cost \$40,000. Staff request an additional \$60,000 contingency for any additional unforeseen changes.

OPERATIONAL IMPACTS

No operational impacts are anticipated as all field investigation for the design is complete. There is ongoing coordination with key project stakeholders, including the Airport departments, airlines, and other impacted tenants, as well as the FAA.

FUNDING

The adopted FY 2027 Budget includes appropriations for the remainder of this design project. The project design cost of \$3,345,260 is funded under PFC Application 23-21, which was approved by the FAA in 2023. The approved PFC amount for the design of the project is \$3,823,661. If the proposed Amendment is approved, the contract amount will be \$3,515,260 and is fully funded through PFC.

RECOMMENDATION

At its meeting on July 20, 2026, the Committee voted (3–0) to recommend that the Commission approve the proposed Amendment for Taxiway A and C Extension/Construction Projects design services and to authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**AMENDMENT NO. 1 TO SPACE LEASE
AMERICAN NATIONAL RED CROSS**

Prepared by Derrick Cheng
Manager, Business & Properties

SUMMARY

At its meeting on July 20, 2026, the Finance and Administration Committee ("Committee") voted (3-0) to recommend that the Commission approve a proposed Amendment No. 1 ("Amendment") to Space Lease ("Lease"), copy attached, with the American National Red Cross ("Red Cross") to extend the term of the Lease for an additional two years to October 31, 2028, and to revise the Lease to include updated federal requirements.

BACKGROUND

On October 16, 2017, the Authority awarded a Space Lease to the Red Cross for the parking and storage of its vehicles and a mobile unit used for its operations. The area consists of 2,840 square feet of space in the back portion of Hangar 35 along with eight parking spots on the north side of Hangar 35. Hangar 35 is located in the northwest quadrant of the Airport. The Red Cross currently shares Hangar 35 with the Airport Fire Department and the County of Los Angeles Department of Medical Examiner.

The current expiration date for the Lease is October 31, 2026 and in April of this year, the Red Cross reached out to Staff to request a two-year extension with three, one-year extension options.

The proposed Amendment extends the Lease for two years and allows the Executive Director to approve three additional one-year extensions provided that each additional extension option request is submitted in writing as required under the terms of the Lease, and revises the Lease to include updated federal requirements.

The current rent is \$5,402.51 per month. Under the proposed Amendment, the new rent amount will be \$5,564.59 per month and subject to an annual adjustment of 3% on each anniversary of the rental commencement date.

The Red Cross is currently a tenant in good standing and has met all its obligations under the Lease.

DETAILS

Key components of the proposed Amendment are:

<u>Premises:</u>	Hangar 35 (Northwest Quadrant)
<u>Term:</u>	Two-year extension from November 1, 2026, to October 31, 2028
<u>Extension Options:</u>	Three, one-year extension options
<u>Termination:</u>	Six months' prior written notice by either party
<u>Rent:</u>	\$5,564.59 per month; \$66,775.08 per year
<u>Adjustments:</u>	3% increase annually
<u>Other:</u>	Executive Director authorized to approve one-year extension requests

REVENUE IMPACT

The proposed Amendment will increase rental revenues received under the Lease by \$162.08 per month or \$1,944.96 per year.

RECOMMENDATION

At its meeting on July 20, 2026, the Committee voted (3–0) to recommend that the Commission approve the proposed Amendment and authorize the President to execute same.

AMENDMENT NO. 1 TO LEASE

(Burbank-Glendale-Pasadena Airport Authority / The American National Red Cross)

This Amendment No. 1 ("**First Amendment**") to the October 16, 2017 Lease ("**Lease**") executed by the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a California joint powers agency ("**Landlord**"), and **THE AMERICAN NATIONAL RED CROSS**, a nonprofit corporation and Federally chartered instrumentality of the United States ("**Tenant**"), is dated _____, 2026 for reference purposes.

RECITALS

A. Landlord and Tenant executed the Lease for the premises located within Hangar 35 at the Bob Hope Airport, as more particularly described in Exhibit A to the Lease.

B. Landlord and Tenant desire to amend the Lease to: (i) extend the Lease term; (ii) update the amount of rent to be paid; and (iii) update the federal requirements.

NOW, THEREFORE, the parties agree as follows:

1. **Capitalized Terms.** Unless otherwise defined in this First Amendment, all capitalized terms shall have the same meaning as defined in the Lease.

2. **Extension of Term; Option to Further Extend.** The Lease shall expire on October 31, 2028 unless earlier terminated pursuant to Section 2.3 or 12 of the Lease, or unless extended as provided herein. Tenant may propose to extend the term for three consecutive one-year terms by giving the Executive Director of Landlord a written request for extension at least six months prior to the end of the then-current term. The Executive Director of Landlord has sole discretion to approve Tenant's request to further extend the Lease term, and no such extension shall be effective unless it is approved in writing by the Executive Director. Any request to extend the Lease term shall be deemed approved once approved by Landlord's Executive Director and no further approval by Landlord's Commission is necessary.

3. **Amendment of Section 3; Rent.** Commencing on November 1, 2026, Tenant shall pay to Landlord as monthly base rent the sum of Five Thousand Five Hundred Sixty-Four and 59/100 Dollars (\$5,564.59) ("**Monthly Base Rent**"), on the first (1st) day of each calendar month. The Monthly Base rent shall be increased, on a cumulative basis, by three percent (3%), on November 1st of each year, commencing on November 1, 2027.

4. **Federal Requirements; Substitution of Exhibit B-1.** The attached Exhibit B-1 is substituted for Exhibit B of the Lease. All references in the Lease to Exhibit B shall be deemed to refer to the attached Exhibit B-1.

5. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

6. **Preservation of Lease.** Except as expressly modified by this First Amendment, all of the provisions of the Lease 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 Lease, the provisions of this First Amendment shall control.

7. **Effective Date.** This First Amendment shall be effective upon execution.

TO EXECUTE THIS FIRST AMENDMENT, the parties have caused their duly authorized representatives to sign below.

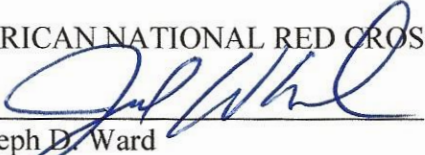
LANDLORD:

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY,
a joint powers authority

By: _____
Print Name: _____
Title: _____

TENANT:

THE AMERICAN NATIONAL RED CROSS

By:  _____
Joseph D. Ward
Executive Director, Real Estate Services

Approved as to form:

Richards Watson & Gershon
A Professional Corporation

Exhibit B-1

GENERAL FEDERAL PROVISIONS

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, 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 U.S.C. § 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) including amendments thereto;

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 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 U.S.C. § 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 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 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, 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 including amendments thereto.

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.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**NON-EXCLUSIVE PEER-TO-PEER VEHICLE SHARING LICENSE AGREEMENT
TURO, INC.**

Prepared by Derrick Cheng
Manager, Business & Properties

SUMMARY

At its meeting on July 20, 2026, the Finance and Administration Committee ("Committee") voted (3-0) to recommend that the Commission approve a proposed Non-Exclusive Peer-To-Peer Vehicle Sharing License Agreement ("License Agreement"), copy attached, with Turo, Inc. ("Turo") to provide authorized access to the Airport for Turo to conduct its commercial business in Lot G located in the Southeast Quadrant of the Airport.

BACKGROUND

Founded in 2010 and inspired by online marketplaces like Airbnb, Turo developed a platform to allow private car owners the ability to rent out their vehicles through its online and mobile interface.

Turo currently operates nationwide and is licensed to operate at 175 airports including Los Angeles International Airport, Long Beach Airport, Ontario International Airport, San Francisco International Airport, and Denver International Airport.

The proposed License Agreement grants Turo the non-exclusive right to operate its Peer-To-Peer Vehicle Sharing Operation that enables Turo's host and renters to deliver or receive shared vehicles in Lot G only. The term of License Agreement is for three years with an option to be renewed for one-year periods provided Turo submits an extension request in writing 90 days in advance of the expiration date.

Monthly rent will be 10% of the monthly gross revenue. This percentage rent is consistent with other airports in the Southern California region. Additionally, Turo's host and/or renter are responsible for all parking fees associated with the use of Lot G.

Through a reference check, Turo is in good standing and current with its payment to various airports that it operates at.

DETAILS

Key components of the proposed License Agreement are:

<u>Premises:</u>	Lot G (located in the Southeast Quadrant)
<u>Term:</u>	Three years
<u>Extension Options:</u>	One-year extension options
<u>Termination:</u>	Thirty-days' prior written notice by either party

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<u>Rent:</u>	10% of Turo's monthly gross revenue
<u>Other:</u>	Executive Director authorized to approve one-year extension requests

REVENUE IMPACT

The proposed License Agreement is a new revenue source which will be monitored to ensure the Authority is receiving 10% of Turo's monthly gross revenue.

RECOMMENDATION

At its meeting on July 20, 2026, the Committee voted (3–0) to recommend that the Commission approve the proposed License Agreement and authorize the President to execute same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**AMENDMENT TO LEASE NOS. LCA01775 & LCA02701
GENERAL SERVICES ADMINISTRATION**

Prepared by Derrick Cheng
Manager, Business & Properties

SUMMARY

At its meeting on July 20, 2026, the Finance and Administration Committee (“Committee”) voted (3–0) to recommend that the Commission approve proposed Lease Amendments (“Amendments”) with the General Services Administration (“GSA”) to comply with the language modification mandated under Executive Order No. 14398. The Lease Amendments are for the 2011 Hangar Lease and the 2023 Terminal Space Lease executed by the Authority and GSA.

BACKGROUND

On May 16, 2011, GSA was awarded a fifteen-year Hangar Lease for Hangar 34 for the purpose of housing a modular office unit. Hangar 34 is located in the northwest quadrant of the Airport and is comprised of 40,344 square feet of hangar space. The Hangar Lease has been amended to extend the term through May 25, 2027, to allow staff additional time for the completion of the new long-term contract and to accommodate GSA’s internal procedures for approval.

On May 15, 2023, the Commission approved a Terminal Space Lease with GSA on behalf of the Transportation Security Administration (“TSA”) for 3,500 square feet of exclusive use office space in the east concourse of the Airport. This contract will expire upon the opening of the Replacement Passenger Terminal and closure of the existing Terminal.

On June 12, 2026, Staff received Lease Amendments from GSA which incorporate language required under Executive Order 14398 regarding contractual requirements involving Diversity, Equity and Inclusion practices by federal contractors.

REVENUE IMPACT

The proposed Lease Amendments do not have an impact on the terms of the contracts or the rental revenue derived from them which is currently \$930,955 per year for the Hangar Lease and \$147,770 per year for the Terminal Space Lease.

RECOMMENDATION

At its meeting on July 20, 2026, the Committee voted (3–0) to recommend that the Commission approve the proposed Lease Amendments with GSA and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**FOURTH AMENDMENT TO LEASE AGREEMENT
HERC RENTALS, INC.**

Prepared by Scott Kimball
Deputy Executive Director, Business Development

SUMMARY

At its meeting on August 5, 2026, the Executive Committee ("Committee") voted (3–0) to recommend that the Commission approve a proposed Amendment No. 4 ("Fourth Amendment") to the Lease Agreement ("Lease") between Herc Rentals, Inc. ("HERC") and the Authority to increase the rent credit from \$582,000 to \$980,000 for the cost of construction and installation of a block wall along a portion of HERC's leasehold perimeter per the terms of the Third Amendment to the Lease.

BACKGROUND

In December 2010, HERC assumed the business interest of 24/7 Studio Equipment, Inc. ("24/7 SEI"), which had been a tenant at the Airport since 2006. The leased premises that 24/7 SEI assigned to HERC include the buildings and land located at 3111 North Kenwood Avenue, in Burbank.

HERC is a specialty equipment rental company that provides boom lifts, scissor lifts, forklifts and related construction and industrial equipment to production and construction crews of television and motion picture studios in Southern California.

The Lease has been amended three times, with Amendment No. 1 dated February 21, 2017, to extend the term for a five-year period, Amendment No. 2 dated May 17, 2021, to extend the term for an additional five-year period, and Amendment No. 3 dated April 20, 2026. The Authority desires that HERC complete a block wall along the southern and western boundary of its leasehold which is immediately adjacent to the access roadway that enters the Replacement Passenger Terminal ("RPT") and parking structure for safety purposes. Installation of the block wall will provide safety benefits by creating a barrier between the RPT roadway and HERC's adjacent operations. Amendment No. 3 extended the term in exchange for HERC applying to the City of Burbank ("City") by April 21, 2026, for a building permit to construct and install the block wall. Amendment No. 3 also established a rent credit for the construction and installation of the block wall and updated the federal requirements. The Lease is currently set to expire on February 29, 2032.

The wall will be a concrete masonry unit block wall that is approximately 631 linear feet, 10 feet finished height, and will include anti-graffiti coating. Additionally, HERC will paint the block wall and southern wall of its building to match the paint scheme of the adjacent RPT parking structure. Location, elevation and scope of work for the wall are included in Exhibit E to the Lease, which was added by Amendment No. 3.

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After Amendment No. 3 was approved, HERC commenced the permitting process with the City. During the review, the City required several changes to the scope of work to meet building code requirements. This included larger wall footings to support the 10 feet finished height and footings placement to ensure that the wall structure does not penetrate Airport property. HERC notified Staff of the increase in cost based on the required changes in scope of work during the permit review and requested another amendment to the Lease to reflect the significant increase in cost and corresponding rent credit. HERC received its building permit in July 2026.

DETAILS

Key components of the Lease and proposed Fourth Amendment are as follows:

<u>Premises:</u>	3111 North Kenwood Ave. Burbank, CA 91505
<u>Use:</u>	Storage and rental of construction and industrial equipment to television and motion picture studios in Southern California
<u>Term:</u>	Lease term extension from February 29, 2032, to February 28, 2037 subject to written notice delivered to the Authority by February 28, 2031
<u>Termination:</u>	Authority has sole discretion to terminate the Lease upon 12 months' prior written notice
<u>Rent:</u>	\$95,672.17 monthly / \$1,148,066.04 annually
<u>Improvements:</u>	Construction of a 631 linear feet, 10 feet finished block wall as a barrier between RPT access road and HERC operational area with anti-graffiti coating.
<u>Rent Credit:</u>	Up to \$980,000
<u>Adjustment:</u>	Annually; the greater of 3% or 120% of CPI, up to a maximum of 4%
<u>Others:</u>	HERC is responsible for expenses related to occupancy including maintenance, utilities, insurances, and applicable taxes

IMPACT ON REVENUE

Upon exhaustion of the available rent credit, the proposed Fourth Amendment will increase non-aviation revenues by \$34,441 per year, subject to annual rental adjustments in future years.

RECOMMENDATION

At its meeting on August 5, 2026, the Committee voted (3–0) to recommend that the Commission approve a proposed Fourth Amendment to the Lease with HERC and authorize the President to execute the same.

FOURTH AMENDMENT TO LEASE AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Herc Rentals Inc.)

This Fourth Amendment ("Fourth Amendment") is entered into on this 17th day of August 2026, by and between the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY** ("Landlord"), a California joint powers agency, and **HERC RENTALS INC.** ("Tenant"), a Delaware corporation.

RECITALS

WHEREAS, Landlord and 24/7 Studio Equipment, Inc. ("24/7 SEI") executed that certain lease dated January 17, 2006 ("Lease"), for the property commonly known as **3111 Kenwood Street, Burbank, California** ("Leased Premises").

WHEREAS, 24/7 SEI assigned the Lease to Tenant (formerly known as Hertz Equipment Rental Corporation) pursuant to authorization granted by a December 6, 2010 Conditional Consent To Assignment of Lease executed by Landlord.

WHEREAS, the Lease has been amended three times as follows (collectively, the "Prior Amendments"):

1. Amendment No. 1 dated February 21, 2017 to: (i) extend the term; (ii) adjust the rent; (iii) remove the requirement for Landlord to issue a Certificate of Approval for each Material Plan Change; (iv) require Tenant to deliver a new letter of credit or amendment; and (v) set forth broker requirements.
2. Amendment No. 2 dated May 17, 2021 to: (i) extend the term; and (ii) adjust the rent.
3. Amendment No. 3 dated April 20, 2026: to (i) extend the term; (ii) require Tenant to construct and install a block wall; (iii) establish a rent credit for the construction and installation of the block wall; and (iv) update the federal requirements.

WHEREAS, Landlord and Tenant desire to further amend the Lease to: increase the rent credit for the construction and installation of the block wall.

NOW, THEREFORE, the parties agree as follows:

1. **Amendment of Section 3.1.5.** The first paragraph and paragraph 3.1.5.5 of Section 3.1.5 (Credit for Block Wall) of the Lease are amended to read as follows (no change to other paragraphs of Section 3.1.5.):

"3.1.5 Credit for Block Wall. After Tenant constructs and installs the Block Wall, Tenant shall receive a credit ("**Block Wall Rent Credit**") up to \$980,000 for the cost of completing the construction and installation of the Block Wall as defined in Sections 3.1.5.1 and 6.2.1. Monthly base rent shall be offset against the Block Wall Rent Credit and Tenant shall pay no monthly base rent until the Block Wall Rent Credit is fully exhausted, subject to the provisions of this Section 3.1.5. When the remaining balance of the Block Wall Rent Credit becomes less than the amount

of monthly base rent due, Tenant shall pay Landlord the difference between the remaining balance of the Block Wall Rent Credit and monthly base rent due.

3.1.5.5 Calculation of Block Wall Rent Credit. Within sixty (60) days of the completion of the Block Wall, Tenant shall submit to Landlord an itemized statement, with sufficient detail, of Tenant's actual direct out-of-pocket cost for the Block Wall ("**Block Wall Cost**"). The statement shall contain the content and certification prescribed for a statement of costs for New Improvements under Section 6.1.9. Tenant shall also submit such supporting documentation as Landlord may reasonably require. The total amount of the Block Wall Rent Credit shall be the lesser of: (i) the Block Wall Cost, or (ii) \$980,000."

2. **Counterparts.** This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

3. **Preservation of Lease.** Except as expressly modified by this Fourth Amendment, all of the provisions of the Lease (as amended by the Prior Amendments) shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and the provisions of the Lease (as amended by the Prior Amendments), the provisions of this Fourth Amendment shall control.

4. **Effective Date.** This Fourth Amendment shall be effective on August 17, 2026.

TO EXECUTE THIS FOURTH AMENDMENT, the parties have caused their duly authorized representatives to sign below.

Herc Rentals Inc.

By: Anne Marie Burchill

By: _____

Print Name: Anne Marie Burchill

Print Name: _____

☐ Chairperson ☐ President ☒ Vice President

☐ Secretary ☐ Asst. Secretary

☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

Burbank-Glendale-Pasadena Airport Authority

Tyron Hampton, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**RATIFICATION OF TEMPORARY CONSTRUCTION
ACCESS EASEMENT AGREEMENT**

Prepared by
Thomas Henderson
Director, Business and Properties

SUMMARY

Subject to the recommendation of the Legal, Government and Environmental Affairs Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to ratify a proposed Temporary Construction Access Easement Agreement ("Agreement") executed by the Executive Director with Herc Rentals Inc. ("HERC") for temporary access and use of the Authority's property to construct a block wall adjacent to the Replacement Passenger Terminal ("RPT") project site.

BACKGROUND

At its meeting on April 20, 2026, the Commission approved the Third Amendment ("Amendment") to the January 17, 2006, Lease Agreement ("Lease") between HERC and the Authority. As part of that Amendment, HERC is required to construct and install a block wall along a portion of its leasehold perimeter.

The Authority desires that HERC complete a block wall along the southern and western boundary of its leasehold for safety purposes, as this is immediately adjacent to the access roadway that enters the RPT and the parking structure.

HERC will need approximately 7 feet of easement access along the proposed block wall to set up a temporary fence. This will allow for a clearly defined separation of work areas between HERC and the RPT project team and allow HERC to perform all work associated with the block wall construction project.

The proposed Agreement authorizes this access and includes appropriate language to ensure HERC does not interfere with the Authority's, HPT's, or Jacobs' use relating to the construction of the RPT. Furthermore, the Agreement specifies HERC's liability responsibilities and insurance requirements pertaining to the easement area. The Agreement will expire upon completion of the block wall project, and the Authority has the right to terminate this Agreement on 10 days written notice in the event of a breach by HERC.

RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission to ratify the Executive Director's execution of the proposed Agreement with HERC and authorize the Executive Director to execute the same.

THIRD AMENDMENT TO LEASE AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Herc Rentals Inc.)

This Third Amendment (“**Third Amendment**”) is entered into on this 20th day of April 2026, by and between the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY** (“**Landlord**”), a California joint powers agency, and **HERC RENTALS INC.** (“**Tenant**”), a Delaware corporation.

RECITALS

WHEREAS, Landlord and 24/7 Studio Equipment, Inc. (“24/7 SEI”) executed that certain lease dated January 17, 2006 (“**Lease**”), for the property commonly known as **3111 Kenwood Street, Burbank, California** (“**Leased Premises**”).

WHEREAS, 24/7 SEI assigned the Lease to Tenant (formerly known as Hertz Equipment Rental Corporation) pursuant to authorization granted by a December 6, 2010 Conditional Consent To Assignment of Lease executed by Landlord.

WHEREAS, the Lease has been amended twice as follows (collectively, the “**Prior Amendments**”):

1. Amendment No. 1 dated February 21, 2017 to: (i) extend the term; (ii) adjust the rent; (iii) remove the requirement for Landlord to issue a Certificate of Approval for each Material Plan Change; (iv) require Tenant to deliver a new letter of credit or amendment; and (v) set forth broker requirements.

2. Amendment No. 2 dated May 17, 2021 to: (i) extend the term; and (ii) adjust the rent.

WHEREAS, Landlord and Tenant desire to further amend the Lease to: (i) extend the term; (ii) require Tenant to construct and install a block wall; (iii) establish a rent credit for the construction and installation of the block wall; and (iv) update the federal requirements.

NOW, THEREFORE, the parties agree as follows:

1. Extension of Term; Option to Further Extend. Subject to Section 3.1.5.2 of the Lease, the Expiration Date of the Lease shall be February 29, 2032. Tenant shall have the right to further extend the term by five (5) years upon providing written notice to Landlord on or before February 28, 2031.

2. Amendment of Section 3.1. Section 3.1 (Annual Base Rent) of the Lease is amended to add a new Section 3.1.5 (Credit for Block Wall) to read as follows:

“**3.1.5 Credit for Block Wall.** After Tenant constructs and installs the Block Wall, Tenant shall receive a credit (“**Block Wall Rent Credit**”) up to \$582,000.00, plus up to a 30% cost increase contingency, for the cost of completing the construction and installation of the Block Wall as defined in Sections 3.1.5.1 and 6.2.1. Monthly base rent shall be offset against the Block Wall Rent Credit and Tenant shall pay no monthly base rent until the Block Wall Rent Credit is fully exhausted, subject to the provisions of this Section 3.1.5. When the remaining balance of the Block Wall Rent Credit becomes

less than the amount of monthly base rent due, Tenant shall pay Landlord the difference between the remaining balance of the Block Wall Rent Credit and monthly base rent due.

3.1.5.1 Submission of Plans for Approval. Prior to commencing construction of the block wall described on the attached Exhibit E (“**Block Wall**”), and pursuant to Section 6.1.1 of the Lease, Tenant shall submit a Tenant Improvement Form (together with such other documentation as Landlord may reasonably require) to obtain Landlord’s Approval for the construction and installation of the Block Wall.

3.1.5.2 Submission of Documents to City. By April 21, 2026, Tenant shall submit to the City of Burbank Building and Safety Department (“City”) all documents required by the City for the issuance of a building permit for the Block Wall (“Building Permit Documents”). Notwithstanding Section 1 of the Third Amendment, the Expiration Date of the Lease shall be March 1, 2027 if Tenant does not comply with this Section 3.1.5.2 or if Tenant does not receive a building permit from the City for the Block Wall by August 1, 2026.

3.1.5.3 Diligent Performance. Tenant’s construction and installation of the Block Wall shall comply with all requirements of Section 6 of this Lease. Tenant shall complete the Block Wall before October 1, 2026, except as otherwise provided in Section 6.2.1(ii).

3.1.5.4 Public Works Acknowledgement. Tenant acknowledges that the Block Wall is a public work under Labor Code Sections 1720 et seq., associated regulations, and California Department of Industrial Relations requirements (“**Prevailing Wage Law**”). Tenant shall (and shall cause its contractors and subcontractors to) pay wages as required under, and comply with all applicable requirements of, the Prevailing Wage Law.

3.1.5.5 Calculation of Block Wall Rent Credit. Within sixty (60) days of the completion of the Block Wall, Tenant shall submit to Landlord an itemized statement, with sufficient detail, of Tenant’s actual direct out-of-pocket cost for the Block Wall (“**Block Wall Cost**”). The statement shall contain the content and certification prescribed for a statement of costs for New Improvements under Section 6.1.9. Tenant shall also submit such supporting documentation as Landlord may reasonably require. The total amount of the Block Wall Rent Credit shall be the lesser of: (i) the Block Wall Cost, or (ii) \$582,000.00, plus up to a 30% cost increase contingency.”

3. Amendment of Section 6.2.1. Section 6.2.1 (Improvements to Leased Premises) of the Lease is amended to read as follows:

“6.2.1 Improvements to Leased Premises.

(i) Tenant shall construct and install upon the Leased Premises all of the Improvements as described in the attached Exhibit D, on or before October 1, 2006.

(ii) Tenant shall construct and install upon the southern and western boundaries of the Leased Premises the Block Wall Improvement as described and as shown in the attached Exhibit E, before October 1, 2026, except that Tenant shall not be required to construct and install the Block Wall if Tenant does not receive the building permit for the Block Wall from the City by August 1, 2026.”

4. **Substitution of Exhibit B-1.** The attached Exhibit B-1 is substituted for Exhibit B of the Lease. All references in the Lease to Exhibit B shall be deemed to refer to the attached Exhibit B-1.

5. **Addition of Exhibit E.** The attached Exhibit E is added to the Lease and incorporated by reference.

6. **Counterparts.** This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

7. **Preservation of Lease.** Except as expressly modified by this Third Amendment, all of the provisions of the Lease (as amended by the Prior Amendments) shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the provisions of the Lease (as amended by the Prior Amendments), the provisions of this Third Amendment shall control.

8. **Effective Date.** This Third Amendment shall be effective on April 20, 2026.

TO EXECUTE THIS THIRD AMENDMENT, the parties have caused their duly authorized representatives to sign below.

Herc Rentals Inc.

By: Anne Marie Burchill

Print Name: Anne Marie Burchill

☐ Chairperson ☐ President ☒ Vice President

By: Jess A. Talamantes

Print Name: _____

☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

Burbank-Glendale-Pasadena Airport Authority

Jess A. Talamantes
Jess Talamantes, President

Approved as to form:

Richards, Watson & Gershon
Richards, Watson & Gershon
A Professional Corporation

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**APPROVAL OF
COPIER LEASE AND MAINTENANCE SERVICES PURCHASE ORDER
CANON U.S.A., INC.**

Prepared by Lanna Aguilera
Director, Procurement

SUMMARY

At its meeting on July 20, 2026, the Finance and Administration Committee (“Committee”) voted (3–0) to recommend that the Commission approve a Purchase Order to Canon U.S.A., Inc. (“Canon”) for a sixty-month multifunction copier lease and maintenance services utilizing the cooperative purchasing agreement through Omnia Partners, copy attached, for the replacement of the Airport’s existing inventory of multifunction copiers. The proposal from Canon, copy attached, is for twenty enterprise multifunction copiers and maintenance services.

This proposal supports the Airport’s operational needs while advancing fiscal and sustainability goals through the implementation of a centralized printing strategy that reduces the number of individual desktop printers and provides a standardized printing environment for Airport staff and related users. The lease payment for the sixty-month term which will commence on September 1, 2026, is \$5,210.96 per month, excluding applicable taxes. Maintenance services, which include toner replacements and maintenance labor and parts, will be billed separately based on actual pages printed with no additional minimum monthly base charges.

BACKGROUND

The Authority’s lease agreement with the existing service provider for multifunction copiers has reached the end of its term and is due for replacement. As part of the Authority’s ongoing commitment to fiscal responsibility, operational efficiency, and sustainable business practices, staff evaluated the current printing environment and identified an opportunity to streamline document production practices through a centralized enterprise printing model.

Under the proposed approach, most individual desktop printers will be removed and replaced with twenty strategically located multifunction copiers capable of printing, copying, scanning, and other document management functions. The proposed transition to a centralized enterprise printing environment will reduce internal staff time needed to troubleshoot individual printer issues and also reduce toner and end-of-life printer replacement costs.

In addition to the financial benefits, the centralized printing model supports the Authority’s sustainability initiative by reducing overall equipment inventory and minimizing consumable waste.

PROCUREMENT

Staff utilized a cooperative purchasing agreement through Omnia Partners, of which the Authority is a participating member. The cooperative contract was competitively solicited by the

University of California (“UC”), Office of the President through Request for Proposals No. 00811-FEB2020, issued on April 21, 2020, to establish a national cooperative contract for multifunction devices, laser printers, related equipment, supplies, and maintenance services.

UC partnered with Omnia Partners to make the resulting contract available to participating public agencies nationwide. Following the evaluation of the proposals received, the evaluation committee determined that Canon demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Utilizing this cooperative agreement allows the Authority to obtain competitively procured pricing while maximizing procurement efficiency. The cooperative procurement process is consistent with the Authority’s Purchasing Policy and eliminates the need to conduct a separate formal solicitation for substantially the same goods and services.

The Authority’s Information Communications Technology (“ICT”) Department conducted an evaluation of equipment and service offerings under the cooperative agreement. Based on their review of the technical specifications, equipment capabilities, service support, and the Airport’s operational requirements, the ICT Department determined that Canon is the most appropriate provider to support the Authority’s enterprise printing needs.

BUDGET

Funding for the proposed lease and maintenance services has been included in the adopted FY 2027 budget.

RECOMMENDATION

At its meeting on July 20, 2026, the Committee voted (3–0) to recommend that the Commission approve the issuance a Purchase Order to Canon for twenty enterprise copiers and associated maintenance services utilizing the cooperative purchasing agreement through Omnia Partners.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**APPROVAL OF ELECTRICAL INTERCONNECTION & METERING AGREEMENT
CITY OF BURBANK**

Prepared by
Perry Martin
Jacobs Sr. Program Director

SUMMARY

At its meeting on August 5, 2026, the Executive Committee (“Committee”) voted (3–0) to recommend that the Commission approve an Electrical Interconnection & Metering Agreement (“Agreement”), copy attached, with the City of Burbank (“City”) to interconnect and operate Solar Electrical Generating Facilities at the Replacement Passenger Terminal (“RPT”).

BACKGROUND

The Development Agreement between the City and the Authority required the RPT project achieve a Leadership in Energy and Environmental Design (“LEED”) Silver certification. Early in the project, the Commission directed that the project pursues a LEED Gold certification if it could be achieved within the approved budget.

As the design and construction progressed, the project delivery team determined that LEED Gold certification was achievable without exceeding the project budget. One of the key requirements for attaining LEED Gold certification was the design and installation of a photovoltaic system on a portion of the RPT roof. The installation of the photovoltaic system has been completed and is planned to become operational by the end of August.

In order to operate the photovoltaic system, the Authority is required to enter into the Agreement, which is the City’s standard contract establishing the requirements for the design, permitting, construction, metering, interconnection, and operation of a solar electric generating facility within the City limits. As the photovoltaic system was developed and installed, Staff and Jacobs Project Management worked with the Burbank Water & Power Department to finalize the Agreement for review and execution.

RECOMMENDATION

At its meeting on August 5, 2026, the Committee voted (3–0) to recommend that the Commission approve the proposed Agreement with the City and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**FLASH PARKING INC. AND BLINK NETWORK, LLC
SOFTWARE SUBSCRIPTION AND END USER AGREEMENTS**

Prepared by David Kwon
Deputy Executive Director, Finance and Administration

SUMMARY

Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks Commission to:

- 1) Approve an annual subscription agreement, copy attached, with FlashParking, Inc. (“Flash”) for the use of its Flash OS platform, which is required to operate and manage the Authority’s new Parking Access and Revenue Control System (“PARCS”). The first-year subscription amount of \$27,427 will be paid by the Authority’s design-builder, Holder, Pankow, TEC – A Joint Venture (“HPTJV”), and each subsequent year’s subscription fee will be paid by the Authority, subject to an annual increase of up to 5%. Under the agreement, Flash will also manage the payment gateway vendor for all credit card processing and settlement for the PARCS, and the Authority will remain the merchant of record.
- 2) Approve an end user agreement, copy attached, with Blink Network, LLC (“Blink”), that is an administrative document identifying the primary contacts for the Authority and allowing the use of the Blink Charging Station Network Platform. This agreement stipulates that Blink will receive 10% of EV charging session fees along with an annual subscription fee of \$240 per port for its EV charging stations (approximately \$71,760 for the currently installed 299 charging ports). The first-year subscription fee will be paid by HPTJV with the Authority paying each subsequent year’s subscription fee.

BACKGROUND

The Authority’s new PARCS is being furnished and installed by HPTJV as part of the Replacement Passenger Terminal (“RPT”) project. The PARCS controls vehicle access to the Authority’s public parking facilities and records, processes, and reports all parking transactions and revenue. The PARCS lane equipment, pay stations, license plate recognition devices, and related hardware are operated through Flash OS, the proprietary cloud-based software platform developed by Flash. Flash OS provides rate configuration, access control, transaction and revenue reporting, remote device monitoring, and customer support functionality. Since Flash OS is proprietary to Flash and is available only from Flash, an annual subscription with Flash is required for the new PARCS to operate.

The principal terms of the Flash subscription agreement are as follows:

- 1) The first-year subscription amount is \$27,427, which will be paid by HPTJV as part of the design-build contract for the RPT project;

-1-

- 2) Each subsequent year subscription fee will be paid by the Authority, and the agreement allows for an increase of up to 5% in fees each year;
- 3) Flash will manage the payment gateway vendor for all credit card processing and settlement for the PARCS and a 10 cents per parking transaction fee will be charged to the Authority and will be re-evaluated based on transaction data in year 2 for a potential decrease. The Authority will remain the merchant of record for all parking transactions, and parking revenue will continue to settle directly to the Authority's bank account; and
- 4) The Authority will have the option to contract directly with Flash's payment gateway vendor, or with any other payment processing gateway vendor compatible with Flash OS, at any time in the future upon 90 days' notice to Flash.

In addition to the new PARCS, the Authority has installed EV charging stations in the new RPT parking structure, as required under the Development Agreement with the City of Burbank. The Blink EV charging stations are also being furnished and installed by HPTJV as part of the RPT project. These EV charging stations are operated through Blink's Charging Station Network Platform. The platform allows users to set up accounts for convenient use of the Authority's chargers and any other Blink EV charger in its network. Additionally, Staff will be able to monitor EV charging statistics using Blink's platform.

The principal terms of the Blink end user agreement are as follows:

- 1) The first-year subscription amount, currently estimated at \$71,760, will be paid by HPTJV;
- 2) Each subsequent year subscription fee will be paid by the Authority;
- 3) The Authority has the sole discretion to establish and program EV charging rates and fees;
- 4) Blink will receive a 10% session processing fee, which includes credit card transaction fees, for all EV charging sessions; and
- 5) Due to the Blink Charging Station Network extending beyond the RPT Parking Structure, Blink will need to remain the merchant of record for all EV charging transactions, and EV charging fees will be settled by Blink and will be remitted to the Authority net of the 10% processing fee on a monthly basis.

If approved by the Commission, both agreements will be effective as of the commissioning date of each system. Staff will work with Flash and Blink to set up, configure, and test the new PARCS and EV charging stations in advance of opening day on October 13, 2026, including testing of the lane and pay station equipment, parking rate structures, credit card processing and settlement, and revenue reporting.

These additional ongoing expenses will be incorporated as part of Staff's proposal of RPT Day 1 parking rates that will be presented to the Commission at its future meeting in September.

BUDGET IMPACT

The first-year subscription amounts of \$27,427 (Flash) and \$71,760 (Blink) will be paid by HPTJV and therefore has no impact on the Authority's fiscal year 2027 ("FY 2027") adopted budget. The second and subsequent years' subscription fees will be paid by the Authority, and appropriations will be included in subsequent budgets.

Appropriations for the parking transaction fees have been included in the FY 2027 adopted budget.

RECOMMENDATION

Subject to the recommendation by the Committee, Staff seeks Commission approval of: 1) an annual software subscription agreement with Flash for the use of its Flash OS platform required to operate and manage the Authority's new PARCS; and 2) an end user agreement with Blink for the use of the Blink Charging Stations Network Platform for the RPT parking structure's new EV charging stations.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**RATIFICATION OF CONTINGENCY UTILIZATION
SECURITY SCREENING CHECKPOINT EQUIPMENT
TRANSPORTATION AND INSTALLATION**

Prepared by
John T. Hatanaka
Executive Director

SUMMARY

Staff seeks the Commission's ratification of the Executive Director's authorization to utilize \$100,403 of the Commission's pre-authorized contingency of \$206,500 for the Replacement Passenger Terminal ("RPT") security screening checkpoint equipment transportation / installation contract.

BACKGROUND

On April 6, 2026, the Commission granted staff pre-authorization to execute a contract with a TSA-authorized low bidder for the transportation and installation of the RPT security screening checkpoint equipment in the amount of \$2,065,000 with a contingency amount of \$206,500 for unforeseen circumstances.

The contract was awarded to K2 Security Screening Group Inc. ("K2") in the amount of \$560,000 and by middle of July, all eight lanes of checkpoint equipment had arrived and were installed in the RPT. However, during the ensuing Operational Readiness Test ("ORT"), certain number of essential parts for six machines failed or were deemed inoperable.

K2 quickly identified the parts necessary to make the repairs and submitted a firm fixed change order for the required parts in the amount of \$100,403 on August 4, 2026. In order to obtain the parts and have the necessary repairs completed in time for the next scheduled ORT on August 12, 2026, the Executive Director authorized the use of the contingency the same day as the firm fixed change order was received.

As of the writing of this staff report, the parts and repairs are on schedule to meet the next scheduled ORT.

RECOMMEDATION

Staff recommend that the Commission ratify the Executive Director's authorization of the \$100,403 utilization of the security screening checkpoint equipment transportation / installation contract's approved contingency for the replacement parts required to ensure that the equipment is operational at the RPT opening.



K2 Security Screening Group
4330 East-West Highway, Suite 320
Bethesda, Maryland 20814

August 4th 2026

RE: Smiths Replacement Parts TSA Checkpoints – (CO 1) Rev. 2

Chad Aldridge, C.M.
Jacobs | ORAT Program Deputy Lead
Elevate BUR Project
Burbank, CA 91505

Chad Aldridge al.,

As per your request, we have prepared a Firm Fixed change order for ordering the required parts to get the remaining Smiths AT2 operational in the security checkpoint. If you would like to proceed with this scope, please provide written direction.

Below breakdown captures associated costs.

Cost Break Down

- \$78,043 (Smiths hardware & Installation with 5% markup)
- \$8,194 (10.5% sales tax on Smiths hardware)
- \$4,706 (TPT Return Trip with 5% markup)
- \$9,460 (K2 onsite / travel labor 15% markup)

Total CO 1 FFP = \$100,403

Assumptions & Exclusions:

1. Work on weekends and holidays is specifically excluded.
2. Any associated tariffs are not included in this proposal.
3. Change order is valid until 8/31/26.

Please do not hesitate to contact me if you have any questions related to this proposal.

Thank you,

Scott Jayes
SSG Aviation Administrator
240-470-0080
sjayes@k2consulting.com

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**INCREASE IN ACE PARKING FY 2027 BUDGET APPROPRIATIONS
TO SUPPORT SUPPLEMENTAL SHUTTLE SERVICES**

Prepared by Scott Kimball
Deputy Executive Director, Business Development

SUMMARY

Subject to the recommendation of the Operations and Development Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to increase the FY 2027 budget appropriations for ACE Parking III, LLC ("ACE") by \$275,000 for the addition of supplemental shuttle services identified through the Operational Readiness, Activation and Transition ("ORAT") process to support Replacement Passenger Terminal ("RPT") Day One operations. The additional shuttles will supplement the three shuttles currently programmed in the FY 2027 budget serving routes to remote parking lots during peak passenger hours following the opening of the RPT in October 2026.

BACKGROUND

On July 10, 2023, the Commission awarded a Parking and Shuttle Services Agreement ("Agreement") to ACE. The Agreement provides for ACE's performance of self-park management services, valet parking services, and shuttle services for the Airport. As compensation, ACE receives a management fee and reimbursement of operating expenses that are consistent with the approved annual budget.

On March 16, 2026, the Commission granted a preliminary budget authorization for ACE to enter into a lease for up to eight 40-foot CNG shuttles with Complete Coach Works of Riverside, California. The larger shuttles are required to address the change in courtesy shuttle operations that occurs upon the opening of the RPT, including service to rental car operations located in the Regional Intermodal Transportation Center ("RITC") and to the new long-term remote public parking in the southeast quadrant of the Airport. Of the eight shuttles authorized, six were ultimately leased.

The adopted FY 2027 budget reflects the operation of three of these 40-foot shuttles on the RITC and Lot G route, together with the corresponding driver staffing and fuel appropriations.

Since the adoption of the FY 2027 budget, Jacobs conducted further analysis as part of the ORAT process. The analysis modeled headways, dwell times, and passenger loading against projected enplanement and deplanement patterns for the RPT.

The results indicate that the currently programmed three shuttles are sufficient to maintain acceptable headway during off-peak periods but are not sufficient to absorb demand during the passenger peak periods that occur at several points throughout the day. Without supplemental service during those peaks, passengers traveling between the RPT, the RITC, and Lot G would experience extended wait times.

To address these peaks, Staff proposes activating additional shuttles from the leased fleet during peak periods only. Deploying the shuttles on a peak-period basis, rather than in continuous all-day service, limits the incremental staffing and fuel cost while preserving service levels when demand is highest.

BUDGET IMPACT

The estimated cost of the additional bus drivers and the associated fuel costs for the supplemental 40-foot CNG shuttles is approximately \$275,000.

The requested increase is to the ACE budget appropriations for FY 2027 operating shuttle expenses. Appropriations for the ongoing cost of this service will be included in subsequent budgets. Upon opening of the RPT, Staff will continue to monitor and evaluate the shuttle service operation to optimize customer service levels.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval for an increase in the FY 2027 budget appropriations for ACE in the amount of \$275,000 to support supplemental shuttle services for RPT Day 1 operations.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**APPROVAL OF AMENDMENT NO. 1
LANDSCAPE MAINTENANCE SERVICES AGREEMENT**

Presented by Mary Lugo
Sr. Manager, Maintenance Department

SUMMARY

At its meeting on July 17, 2026, the Operations and Development Committee (“Committee”) voted (3–0) to recommend that the Commission approve a proposed Amendment No. 1 (“Amendment”), copy attached to the Landscape Maintenance Services Agreement (“Agreement”) with Parkwood Landscape Maintenance, Inc. (“Parkwood”). The Amendment extends the Agreement for landscape maintenance services at the Airport from October 13, 2026, through April 30, 2028 and includes the new landscaping being installed at the Replacement Passenger Terminal (“RPT”). The revised cost for the 18-month extension is \$663,786, billed at a rate of \$36,877 per month.

BACKGROUND

Through a competitive Request for Proposals (“RFP”) process, the Authority awarded an Agreement to Parkwood on February 1, 2025. Under the Agreement, Parkwood provides landscape maintenance services at the Airport for a term from February 1, 2025, through October 12, 2026. The compensation for the current term of the Agreement is a fixed monthly fee of \$29,977, with a total contract limit of \$659,494.

The Agreement included a provision for a potential 18-month extension associated with the changes in landscape areas when the RPT opens and the current terminal closes. The Agreement allows Staff to negotiate a scope of work and compensation increase for landscape maintenance services, including services required for the RPT landscaping, during the extension period.

The scope of work under the extension includes the following:

1. Continuation of Parkwood’s services for the Airport’s existing service areas, excluding the current terminal service area that will become part of the demolition project.
2. New services include expanded landscape services for the new landscaping at the RPT, as well as weekly and as-needed power washing of sidewalks, pedestrian walkways, and hardscape areas throughout the RPT campus. The expanded scope reflects the increased maintenance demands of the RPT and includes landscape and irrigation system maintenance, tree pruning as needed, maintenance of approximately 47,535 square feet of new hydroseed areas, and a substantial planting inventory consisting of approximately 511 trees, along with numerous shrubs, grasses, succulents, and groundcover throughout the RPT site, as required under the Development Agreement with the City of Burbank.

To support these additional services, Parkwood proposes increasing field staffing from four to five Landscape Technicians. Based on Staff's evaluation, the proposed increase is primarily attributable to the addition of one full-time Landscape Technician required to support the increase in maintenance obligations in and around the RPT. The monthly increase of \$6,900 reflects the fully burdened labor rate of approximately \$38 per hour and which is necessary to maintain the additional landscape, irrigation, tree, hydroseed, and hardscape assets installed as part of the RPT project. Staff reviewed the proposed increase and determined that the increase in cost is reasonable and justified by the expanded scope of services.

Contract	Base Term	Proposed Amendment	Increase
Monthly Fees	\$29,977	\$36,877	\$6,900 or 23%
Staffing	4 Landscape Technicians 1 Part-Time Tree Crew	5 Landscape Technicians 1 Part-Time Tree Crew	17%

Parkwood has performed satisfactorily under the Agreement and remains in good standing with the Authority. Extending the Agreement will support continuity of service and provide coverage in landscape maintenance coverage for the Airport's service areas, including the RPT, and allow Staff the time to develop an RFP for a replacement landscape maintenance service agreement.

BUDGET

Appropriations for these services are included in the adopted FY 2027 budget for current services through October 12, 2026, and the revised service requirements from October 13, 2026 to June 30, 2027. Funding for services for the remainder of the extension period will be included in next fiscal year budget development.

RECOMMENDATION

At its meeting on July 17, 2026, the Committee voted (3–0) to recommend that the Commission approve the proposed Amendment to the Agreement with Parkwood for continued landscape maintenance services at the Airport, including the transition to the RPT for an 18-month period from October 13, 2026 through April 30, 2028 and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**APPROVAL OF AMENDMENT NO. 2 AND TASK ORDER ALLOWANCE JANITORIAL
SERVICES AGREEMENT
C&W FACILITY SERVICES, INC.**

Presented by Stephanie Gunawan-Piraner
Deputy Executive Director, Planning and Development

SUMMARY

At its meeting on July 17, 2026, the Operations and Development Committee voted (3–0) to recommend that the Commission approve:

1. A proposed Amendment No. 2 (“Amendment”), copy attached, to the Janitorial Services Agreement (“Agreement”) with C&W Facility Services, Inc. (“C&W”) to extend janitorial services at the Airport and expand the scope of services to be performed at the Replacement Passenger Terminal (“RPT”). The cost for the 18-month extension and additional services will total \$5,980,586.76, billed at a monthly rate of approximately \$332,255, excluding janitorial consumables and supplies. Janitorial consumables and supplies will be reimbursed at cost and are currently estimated to be approximately \$41,500 per month. The term of the Amendment is from October 13, 2026, through April 30, 2028; and
2. An allowance of \$200,000 for cleaning services up to October 13, 2026, for pre- and post-RPT event-related cleaning services, including the stocking of supplies, and any additional training, issued on a task order as-needed basis.

BACKGROUND

The Authority executed the Agreement with C&W in August 2024 to provide janitorial services throughout the Airport terminal and support facilities. The Agreement began in November 2024 and expires on October 12, 2026. The original fixed monthly cost was \$188,148 per month with an additional estimate of \$26,996 for monthly supplies and consumables that are billed at cost.

On October 6, 2025, the Commission approved Amendment No. 1 to the Agreement covering the wage changes effected by a replacement master collective bargaining agreement between C&W and the Service Employees International Union, United Service Workers West (“SEIU USWW”) resulting in a revised monthly fixed cost of \$218,046.

In anticipation of the RPT opening, the Agreement includes a provision for an 18-month extension. This provision provides the Staff the ability to negotiate changes in scope of work and cost for janitorial services at the RPT and provides time for Staff to issue a Request for Proposals (“RFP”) for janitorial services. The RPT significantly expands the terminal operational footprint and introduces additional passenger areas, restroom facilities, terrazzo flooring, glass surfaces, service corridors, support spaces, and other specialized finishes requiring a higher level of maintenance and cleaning services.

-1-

SCOPE OF SERVICES

The proposed Amendment expands janitorial services to cover the RPT operations and also includes continuation of services for existing Airport facilities.

The expanded scope for the RPT includes:

1. Janitorial services for public areas, hold rooms, gate areas, ticketing and baggage claim areas, restrooms, family restrooms, nursing facilities, TSA checkpoint areas, service corridors, administrative offices, valet facilities, curbside areas, and support spaces.
2. Specialized maintenance for the terrazzo flooring, carpeted areas, interior glass surfaces, windows, and other high visibility finishes throughout the RPT.
3. Dedicated day, swing, and night shift staffing to provide continuous coverage and maintain service standards throughout the Airport.

COMPARISONS

Beginning December 2025, Staff entered into negotiations with C&W to quantify the changes in scope and cost for services at the RPT. Working closely with C&W, the scope of services addressed in the proposed Amendment includes 42 janitorial staff who would be assigned janitorial responsibilities to cover the operation on a 24/7 basis. While janitorial service during the day is required to maintain overall cleanliness as passengers utilize the Airport, the night shift will be dedicated to detailed cleaning of various areas in and around the RPT and ensure finishes like the floors and glass are reset for the next day.

The table below shows the comparisons between the existing facility and the RPT.

Aspect	Existing	Future	Increase / (Decrease)
Monthly cost	\$218,046	\$332,255	52%
Monthly supplies	\$26,996	\$41,500	54%
Area (Square feet)	232,000	355,000	53%
Area for Terrazzo (Square Feet)	0	114,855	-
# of Staff (Full Time Equivalent)	28	42	50%
# of Fixtures	241	317	32%
# of Family & All-gender Restrooms	3	13	333%
# of Passenger Restrooms	7	7 (2 banks each)	0%
# of Ramp Restrooms	2	8	300%
# of Food Hall	0	1	-
Waste collection source	1	3	200%

In addition to the increased number of facilities to clean, the finishes that are not in the current terminal listed below require additional attention:

1. Terrazzo: Unlike carpet (routine vacuuming and built in traction) and tile (basic mopping and periodic scrubbing), terrazzo demands continuous mechanical cleaning, including auto-scrubbing, diamond polishing, and detailed spot treatment to maintain appearance and prevent staining. Maintenance is cyclical and technical and must meet national safety slip resistance standards. Generally, maintaining terrazzo requires 1.2 – 1.3 times more labor than carpet and 1.4 – 1.7 times more labor than tile.
2. Glass: The new terminal incorporates significant glass surfaces across office areas, restrooms, and interior partitions. Glass cleaning takes around 3 times longer to clean than non-glass surfaces and requires detailed, streak-free results, which cannot be completed at the same rate as general surface cleaning. The increased surface area results in longer cleaning durations and higher frequency requirements, particularly in high-visibility and high-traffic areas.
3. Metal finishes: Like glass, the high touch areas of metal surfaces will require daily cleaning.
4. Acoustic Ceiling Baffles: Cleaning of the baffles is required to maintain the acoustic performance and the overall condition, as dust, dirt, and debris can accumulate and block the sound-absorption quality of the baffles. Regular cleaning is also required to ensure dust and debris do not enter the HVAC system and impact indoor air quality.

ALLOWANCE

In addition to the fixed monthly cost and supplies, Staff worked with the C&W team to estimate the cost for janitorial services to cover events and activities in the RPT prior to opening as well as any additional cleaning needed after the RPT opens. These activities include advanced trials, passenger simulation, ribbon cutting, community day, and other required official events in September and October. Staff recommend an allowance of \$200,000 be authorized via task orders to address janitorial service needs prior to and after these events. Staff will closely monitor the condition of the RPT and issue task order authorizations if additional cleaning is needed.

Staff reviewed the proposal and determined that the proposed staffing plan appropriately reflects the increased operational demands associated with the RPT. C&W's performance under the Agreement has been satisfactory and remains in good standing with its obligations. The proposed extension provides continuity of service during the transition to the RPT as well as the time Staff will need to evaluate service levels and undertake an RFP process for future janitorial services prior to the expiration of the proposed extension.

OPERATING MEMORANDUM

The proposed Amendment includes the addition of a new provision to the Agreement to allow C&W to obtain office space in the RPT to support the janitorial service functions at the Airport. The new provision allows such space to be granted on a revocable, no fee license basis at the sole discretion of the Authority pursuant to operating memoranda executed by the Executive Director. Under the new provision, the Executive Director will be authorized to execute, modify, or cancel such operating memoranda without additional Commission action. If the proposed

Amendment is approved, the Executive Director will issue Operating Memorandum No. 1, copy attached, for an allocation of RPT office space to C&W.

BUDGET

Appropriation for janitorial services included in the adopted FY 2027 budget is \$4,315,150. This reflects the cost for a 3-month period in the current terminal, plus supplies and the 9-month period in the RPT, plus supplies. Funding for the \$200,000 allowance for cleaning services during the transition into the RPT is included in the development cost for the RPT. Funding for the additional six months of the proposed Amendment will be included in the following fiscal year's budget development.

RECOMMENDATION

At its meeting on July 20, 2026, the Operations and Development Committee voted (3–0) to recommend that the Commission approve the proposed Amendment to the Agreement with C&W, authorize the President to execute the same, and approve an allowance of \$200,000 for cleaning services up to October 13, 2026, for pre- and post-RPT event-related cleaning services on a task-order basis as-needed basis.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**APPROVAL OF AMENDMENT TO THE NOISE OFFICE SERVICES AGREEMENT
ENVIROSUITE INC.**

Presented by Kyle Porter
Manager, Noise & Environmental Affairs

SUMMARY

Subject to the recommendation of the Legal, Government and Environmental Affairs Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of an Amendment No. 1 (“Amendment”) to the Airport Noise Office Services Agreement (“Agreement”) with Envirosuite, Inc. (“Envirosuite”), copy attached, for the replacement of the Airport’s Air Traffic Control (“ATC”) audio recording system which is an integral part of the Airport’s Noise and Operations Management System (“ANOMS”). The proposed Amendment is for a not-to-exceed amount of \$106,195 which includes the equipment replacement, configuration, and installation of the ATC system at a new location in the Replacement Passenger Terminal (“RPT”). Additionally, Staff seeks an approximate 9% contingency or \$10,000 contingency for unforeseen conditions for a total not-to-exceed amount of \$116,195.

BACKGROUND

In July 2010, the Authority entered into a contract with Envirosuite, formally named Bruel & Kjaer, Inc., to replace the Airport’s original flight tracking system. Following system design, review and approval, the components were installed with a system acceptance date in April 2013. This acquisition included the upgrade of all of the then-existing noise monitors, and the addition of four new noise monitors, for a total of 20 noise monitoring locations. The noise flight tracking data from the noise monitors are used to generate the Airport’s noise contours for the reports to Caltrans that are required by state law.

In 2024 the Commission approved the continued maintenance and support services of ANOMS with Envirosuite for a five-year contract period ending in April 2029.

The existing Digital Loggers Incorporated (“DLI”) ATC recording equipment was originally installed with the system upgrade in 2010 and integrated into the ANOMS that supports the aircraft tracking system and noise monitoring system. Staff utilize this system, which records ATC communications, to support its investigations into noise complaints by capturing and archiving communications between pilots and air traffic controllers, thereby allowing Staff to investigate aircraft operations, validate flight activity, respond to community concerns, and conduct operational analyses when necessary.

The existing ATC recording in the current terminal has several critical components that have reached the end of their useful life. With operations moving to RPT followed by the demolition of the current terminal, the ANOMS needs to be operational through the cutover to the RPT.

The replacement system then needs to be operational at the RPT and at a location closer to the ATC tower to provide the optimal positioning for signal reception.

Additional benefits that come with replacing the current 14-year-old equipment include reduced downtime during transition, improved system reliability and reduced risk of operational disruptions, improved maintainability and performance of Airport noise management infrastructure, and enhanced cybersecurity protection and compatibility with current operations systems and security standards.

The work was initially estimated at \$85,000 due to the possibility of transferring some of the existing equipment to the RPT. Upon review of the system set up and based on the manufacturer's recommendations, a total replacement was proposed to ensure optimal functionality. As a result, the revised one-time cost to replace the equipment is estimated at \$106,195. The current contract annual fee of \$133,485 for maintenance and support services will not change under the proposed Amendment.

In August of 2025, Ideagen completed its acquisition of Envirosuite. Services will continue under Envirosuite with Ideagen as the parent company.

SCOPE OF WORK

The scope of work for the proposed Amendment is as follows:

- Installation of a new DLI ATC recording system in the telecommunications room located in the RPT parking structure. The system includes compatible server hardware that complies with the ANOMS operating system, cybersecurity, and manufacturer support requirements.
- Installation and configuration of replacement radio hardware and antenna systems necessary to capture operational communications utilized by the ATC tower.
- Testing and verification of all ATC communication channels to ensure reliable recording, storage, and integration with the Airport's ANOMS platform.
- Removal and decommissioning of legacy ATC recording servers currently located within the existing passenger terminal.

BUDGET IMPACT

Funding appropriations in the amount of \$85,000 were included in the adopted Facility Improvements FY2027 budget. The remaining amount of \$31,195 will be covered under Environmental Services account in FY2027 budget.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the proposed Amendment with Envirosuite and approve a 9% contingency in the amount of \$10,000 for unforeseen circumstances, and authorization for the President to execute the same.

**AMENDMENT NO. 1 TO
NOISE OFFICE SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Envirosuite)**

This Amendment No. 1 (“First Amendment”) to the April 15, 2024 Noise Office Services Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Customer”), a California joint powers agency, and EMS Brüel & Kjaer, Inc. (“Supplier”), a Delaware corporation doing business as Envirosuite, is dated August 17, 2026 for reference purposes.

RECITALS

A. The parties executed the Agreement to provide for Customer’s retention of Supplier as an independent contractor to provide continued maintenance and support services for an Airport Noise and Management System at Hollywood Burbank Airport.

B. The parties desire to amend the Agreement to provide for Supplier’s installation of a replacement Digital Loggers Incorporated Air Traffic Control audio recorder solution.

NOW, THEREFORE, the parties agree as follows:

1. Addition of Clause 21. The Agreement is amended by adding a new Clause 21 to read as follows.

“21 Replacement Air Traffic Control Recorder

- a. Supplier shall install a replacement Digital Loggers Incorporated (“DLI”) Air Traffic Control (“ATC”) audio recorder solution in accordance with Schedule G.
- b. Upon acceptance of the replacement DLI ATC audio recorder solution, Customer shall pay Supplier a one-time Service Fee in accordance with Schedule G.
- c. The parties acknowledge that installation work performed under this Agreement constitutes a “public works project” within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.).
- d. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 (with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)).
- e. Installation work performed under this Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Supplier shall post job site notices, as prescribed by regulation.

- f. Copies of the prevailing rate of the per diem wages established by the DIR are on file at Hollywood Burbank Airport and shall be made available on request.
- g. Supplier shall comply with Labor Code Section 1775 and shall forfeit, as a penalty to Customer, the sum of \$200 for each calendar day or portion thereof during which Supplier or any subcontractor has paid to any worker employed on an installation project an amount less than that required by the DIR.
- h. Supplier agrees to comply with the provisions of Labor Code Section 1776, which generally require Supplier and each subcontractor to: (i) keep accurate payroll records; (ii) certify and make such payroll records available for inspection; (iii) inform Customer of the location of the records; and (iv) forfeit, as penalty to Customer, the sum of \$100 for each calendar day or portion thereof for each worker until such payroll records have been provided in response to a request pursuant to Section 1776. Supplier is responsible for compliance with Section 1776 by itself and all of its subcontractors. Supplier shall provide a copy of such payroll records to Customer.
- i. Supplier shall forfeit, as penalty to Customer, the sum of \$25 dollars for each worker employed in the execution of this Agreement by Supplier or subcontractors for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week, in violation of Labor Code Section 1810 et seq.
- j. Supplier shall not perform any installation work under this Agreement with any subcontractor that has been debarred or suspended pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Supplier and subcontractors (including principals and employees of Supplier and subcontractors) shall not be debarred or suspended throughout the term of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Supplier or any subcontractor becomes debarred or suspended during the term of this Agreement, then Supplier shall immediately notify Customer.
- k. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, Supplier certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- 2. **Addition of Schedule G.** The attached Schedule G is added to the Agreement and incorporated by reference.
- 3. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

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.

TO EXECUTE THIS FIRST AMENDMENT, the parties have caused their duly authorized representatives to sign below.

EMS Brüel & Kjaer, Inc. DBA Envirosuite

By: 

Print Name: Greg Bracci

☐ Chairperson ☐ President ☒ Vice President

By: 

Print Name: Tobi Driver

☐ Secretary ☐ Asst. Secretary
☒ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line]

Burbank-Glendale-Pasadena Airport Authority

Tyron Hampton, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

Schedule G
Replacement Air Traffic Control Solution

(attached)

August 6, 2026

Mr. Kyle Porter
Manager, Noise & Environmental Affairs
Hollywood Burbank Airport (BUR)
2627 N Hollywood Way
Burbank, CA 91505

Replacement Air Traffic Control (ATC) Recorder for Hollywood Burbank Airport

Dear Mr. Porter:

Hollywood Burbank Airport (BUR) owns and operates Idegen ANOMS as a key part of its airport noise management strategy. The total solution consists of ANOMS, WebTrak, and NMTs used to identify operations and provide measured data for reports used to engage the community.

Proposed Services

BUR is requesting a quote an Air Traffic Control (ATC) Recorder by Digital Loggers Incorporated (DLI) to be installed within the new BUR Terminal Parking Garage.

Ideagen will install a Digital Loggers Incorporated (DLI) Air Traffic Control (ATC) audio recorder configuration within BUR's ANOMS system at Hollywood Burbank Airport. This effort will transition the ANOMS ATC audio source from the existing solution in the existing terminal to a "telecom closet" or IDF at the new terminal parking garage to support ongoing analysis of aircraft operations and reporting to internal and external stakeholders.

- Ideagen will provide a replacement DLI ATC Recorder solution to be located within the 5th Floor IDF at the new terminal parking garage.
- Ideagen will provide and install replacement DLI-compatible server hardware at BUR that meets current operating system and security requirements.
- Ideagen will provide and install radio hardware and antenna to capture the following ATC channels:

<u>Freq</u>	<u>Name</u>
▪ 134.500	D-ATIS
▪ 135.125	D-ATIS
▪ 122.950	Unicom
▪ 122.900	Airport Noise
▪ 135.050	SOCAL (050-150 BUR)
▪ 134.200	SOCAL (160-280 VNY)
▪ 124.600	SOCAL (South BUR btw 150-VNY 160)
▪ 120.400	SOCAL (VNY 280 - BUR 50)
▪ 118.700	Tower
▪ 132.325	Tower - Helicopters
▪ 123.900	Ground
▪ 118.000	Clearance

- Ideagen will verify the operation and configuration of proposed radios at BUR as part of the installation of DLI ATC audio recorder configuration to ensure reliable capture of ATC communications.
- Ideagen will remove legacy, end-of-life servers within the existing BUR passenger terminal previously used for the DLI recording environment.

Description	One-Time Fee
Replace existing DLI ATC recorder solution with an upgraded solution (BUR) complete 12 channel system for BUR, including all new hardware, software, installation, permits, insurance	\$106,195

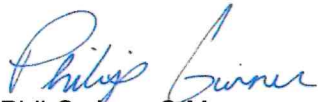
Delivery

The timely delivery of this service is dependent on receiving a purchase order. This will allow for the implementation and service activation to be completed with Hollywood Burbank Airport timeframe.

Terms and Conditions

- This offer is valid for 60 days
- All prices are quoted in United States Dollars and excludes all taxes
- This Offer will be delivered under Ideagen standard terms and conditions

Sincerely,



Phil Gwimer, C.M.
Customer Solutions Manager

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
AIRPORT MARKETING CONSULTANT SERVICES**

Presented by Nerissa Sugars
Senior Director, Communications and Air Service

SUMMARY

At its meeting on August 5, 2026, the Executive Committee voted (3–0) to recommend that the Commission approve a proposed Amendment No. 2 (“Second Amendment”) to the current Professional Services Agreement (“Agreement”) in the not-to-exceed amount of \$985,000 with Anyone Collective, LLC (“Anyone Collective”) for services supporting the Authority’s promotion of the opening and operational cutover to the Replacement Passenger Terminal (“RPT”) in October, and for the Authority’s FY 2027 general marketing and branding program.

BACKGROUND

At its meeting on March 16, 2026, the Commission approved the First Amendment to the Agreement with Anyone Collective for additional services specific to support the Authority’s promotion of the opening and operational cutover to the RPT in October of this year. The additional appropriations were for a not-to-exceed amount of \$575,000. The First Amendment also provided a one-year extension of the Agreement to June 30, 2027, to ensure the proposed services could be completed without interruption.

The scope of work covered by the First Amendment included:

- Development and installation of the RPT’s new website
- Brand advertising campaign creation and production
- Media purchases

From the approved \$575,000, an approximate amount \$145,000 remains and is included in the adopted FY 2027 budget.

PROPOSAL DETAILS

Under the proposal the specifics to be addressed are continued promotion and marketing of the RPT; completion of development and installation of the new website for the Airport and transitional work from the ElevateBUR.com site; creation and production of an updated brand advertising campaign, and subsequent media purchases.

The proposed airport marketing activities for FY 2027 will continue to build on the opening of the Airport’s RPT and established brand in the marketplace. Anyone Collective and Staff will collaborate on strategically designed, hyper-targeted, measurable campaigns to encourage greater engagement from passengers and airlines.

With the opening of the RPT scheduled for October 2026, FY 2027 efforts will focus on the continuation of content creation for, and production and placement of, promotional messaging.

Concurrently, there will be an ongoing focus on the convenience aspect of the “Hollywood Burbank Airport” brand. The objectives are: 1) to have regular and new passengers become aware of, and accustomed to the “More Jet, Less Lag” brand; 2) to further develop consumer loyalty based on that awareness; 3) to have customers understand the same experience is available at the RPT. Anyone Collective and Staff will continue the work of growing and strengthening the brand name, promoting existing and new air services, and raising more awareness about the Airport’s features and amenities that add value to the overall customer experience.

FY 2027 activity will also include a continuation of the Airport’s air service development and retention program. For FY 2027 the proposal includes a task order based joint advertising program with each of the Authority’s air carrier partners, along with the mutually served airports and DMOs on a first come, first served basis. Together, Staff and Anyone Collective will provide the airlines, airports and DMOs with an opportunity to collaborate on advertising and marketing efforts that will incorporate the specific airline, airport and destination and event brands. The event brands include the Rose Parade, Super Bowl LXI, and the 2028 Olympics. The sports, concert and special event destination sites include the Rose Bowl, Dodger Stadium, Crypto.com Arena, BMO Stadium, and the Coliseum.

For the task order portion of the program, a joint marketing proposal would be presented to and authorized by the Executive Director up to the limits of the program.

The FY 2027 messaging program will be developed and applied in print, digital, and social media spaces, with targets including: leisure, business, and bleisure travelers; seasonal activity; geographic/destination awareness; special events and attractions; and public transportation promotion (e.g., Metro/MetroLink).

Services and deliverables to be provided are as follows:

- Creative services development
- Administrative services
- Air service retention and development support
- Development and production of promotional material for RPT
- Collaboration on marketing strategies with Staff, air carriers, airports and DMOs
- Website management – New airport and transition from ElevateBUR.com
- New digital content production
- Social media strategies and campaign execution
- Advertising campaigns
- Media buy negotiation and planning

-2-

- Presentation development
- Copywriting
- Art direction
- Graphic design

To summarize, the Airport Marketing and Advertising Program for FY 2027 is made up of five complementary tasks: 1) strategic development employing analytics and the results of the research and discovery process; 2) specific marketing and advertising services which include creative art design, content creation, messaging and social media distribution and custom content development; 3) advertising media buys for all applicable venues; 4) implementation of specific joint marketing efforts between airlines, airports, and DMOs; and 5) technical management and maintenance of websites for the RPT. The chart below breaks down the not-to-exceed limit for each of the proposed activities in the adopted FY 2027.

Strategic Development	\$ 595,000
Marketing and Advertising Services	Included in the above
Media – Digital	\$ 60,000
Media – Print	\$ 60,000
Media - Social Media	\$ 90,000
Task Orders	\$ 275,000
Subtotal	<u>\$1,080,000</u>
Website Maintenance	\$ 50,000
New Airport site and Transition from ElevateBUR.com	
Total appropriations, Adopted FY 2027 Budget	<u>\$1,130,000</u>
Carry over from Amendment No. 1	<u>(\$ 145,000)</u>
Total: Proposed Amendment No. 2	<u>\$ 985,000</u>

A copy of the proposed scope of work is attached.

BUDGET IMPACT

Appropriations for the proposed program are included in the adopted FY 2027 budget as detailed above.

RECOMMENDATION

At its meeting on August 5, 2026, the Executive Committee voted (3–0) to recommend that the Commission approve the proposed Second Amendment to the Agreement with Anyone Collective and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**DIGITAL CONTENT MANAGEMENT SYSTEM
SUPPORT AND SERVICES AGREEMENT**

Presented by
Scott Kimball, Deputy Executive Director
Business Development

SUMMARY

At its meeting on July 20, 2026, the Finance and Administration Committee (“Committee”) voted (3–0) to recommend that the Commission approve a proposed Support and Services Agreement (“Agreement”) with Synect LLC (“Synect”) to provide maintenance and support services for the Digital Content Management System (“DCMS”), the system which manages the content to be shown at the displays located at the ticket counter, gates, baggage claim, as well as flight information displays in the Replacement Passenger Terminal (“RPT”).

BACKGROUND

Through its Passenger 360 platform, Synect, a DCMS provider established in 2011, is able to deliver clear, multilingual digital content across airport spaces. Synect’s Passenger360 platform is currently supporting digital content at San Francisco International Airport, Harry Reid Las Vegas International Airport, Orlando International Airport, Dallas Fort Worth International Airport, and Spokane Airport. Digital content that will be displayed at the RPT will provide flight and wayfinding information to passengers. The display locations include the area behind the ticket counter check-in lobby, post security area, at gate holdrooms, and baggage claim area.

Synect was selected as the DCMS provider through a procurement effort by the design builder, HPTJV. The cost of the first year of service is part of the warranty package that is included in the Guaranteed Maximum Price project budget. The proposed Agreement engages Synect to provide maintenance and support services at the RPT for an additional four years after the initial first year of support at a total cost of \$202,703. Services to be provided include system diagnosis, timely resolution of issues, and software system updates to ensure seamless information is available to passengers. The proposed Agreement also includes a content package that enables integration of local events and other promotions in the displays that may be of interest to the Authority. Additionally, technical support is available to Staff 24 hours a day, 365 days a year, including remote help desk support, and continuous monitoring of the system.

The proposed Agreement will ensure the DCMS at the RPT is properly maintained and supported for the continuous display of flight-related and wayfinding information to passengers.

DETAILS

Key components of the proposed Agreement are:

Cost: Year 1: No cost warranty period
 Year 2: \$ 86,500.00 (includes a one-time cost of \$50,000 for Content Package)
 Year 3: \$ 37,595.00
 Year 4: \$ 38,723.00
 Year 5: \$ 39,885.00
 Total: \$ 202,703.00

Term: Automatically renews each year up to a maximum of 5 years

Termination: 60 days prior notice by either party

FUNDING

The first year of service is included in the warranty for the DCMS. Appropriations for continued service will be requested during the budget development process in future years.

RECOMMENDATION

At its meeting on July 20, 2026, the Committee voted (3–0) to recommend that the Commission approve the proposed Agreement with Synect and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 17, 2026**

**APPROVAL OF CONTRACTOR CHANGE REQUEST (CCR-00094) FOR TEMPORARY
POWER AND THIRD-PARTY QC INSPECTION IMPACTS
REPLACEMENT PASSENGER TERMINAL PROJECT**

Presented by Roger Johnson
Executive Program Manager
Jacobs Project Management Co.

SUMMARY

At its meeting on August 5, 2026, the Executive Committee (“Committee”) voted (3–0) to recommend that the Commission approve Contractor Change Request (“CCR”) No. 00094 in the amount of \$7,913,630 to Holder, Pankow, TEC – A Joint Venture (“HPTJV”) for cost impacts associated with temporary construction power and expanded third-party Quality Control (“QC”) inspection requirements on the Replacement Passenger Terminal (“RPT”) Project. The CCR does not include a request for additional contract time.

These requested costs reflect the negotiated resolution of impacts that were not reasonably foreseeable at the time of Guaranteed Maximum Price (“GMP”) development. The resolution was developed through a collaborative evaluation process involving HPTJV, the Authority, and Jacobs Project Management Co. (“Jacobs”).

The requested CCR amount represents a negotiated, data-driven adjustment based on the parties’ review of actual costs, supporting documentation, contractual responsibility, and the circumstances underlying the asserted impacts.

BACKGROUND

On December 19, 2022, the Commission awarded HPTJV a design-build agreement for the RPT Project. On May 6, 2024, the Commission approved the GMP for the Project and authorized the use of Owner’s Contingency in accordance with Resolution No. 499.

The RPT Project is an approximately \$1.3 billion capital program and is being delivered using a Progressive Design-Build (PDB) methodology. This approach requires concurrent design and construction activities, continuous coordination among stakeholders, and real-time validation of constructed work.

Contractually, HPTJV is required to provide temporary utilities during construction. HPTJV worked closely with the Authority’s project management team and Burbank Water and Power (“BWP”) to identify when temporary utility power would become available at the site. The temporary power costs included in the GMP were based on the information available during GMP development and early coordination with BWP.

HPTJV is also required by contract to provide Quality Assurance/Quality Control (“QA/QC”) services during construction, including services performed by subcontracted third-party testing and inspection firms. The costs included in the GMP for these services were based primarily on HPTJV’s anticipated staffing, duration, and inspection effort.

As the Project has progressed, it has become evident that actual project conditions in these two areas deviated materially from those baseline assumptions.

On January 27, 2026, HPTJV submitted its original Design-Builder Impact Summary and Request seeking additional compensation for multiple categories of asserted project impacts. Jacobs responded by memorandum dated February 16, 2026, identifying the information needed to evaluate entitlement, causation, schedule effects, and cost support for any potential adjustment to the GMP.

On March 31, 2026, HPTJV submitted its Design-Builder Impacts Summary Update in response to Jacobs’ February 16, 2026 memorandum. The March 31 submission requested a total of \$15,156,083 for Design-Builder and design contingency associated with Owner changes, temporary power generation, third-party QC inspection overruns, Area C acceleration, and general acceleration.

Jacobs responded by memorandum dated April 28, 2026. Jacobs concluded that the contingency and acceleration categories had not demonstrated a sufficient contractual basis for Owner funding, while temporary power and third-party QC inspection impacts warranted additional evaluation if supported by further documentation and refinement.

On May 27, 2026, HPTJV responded to Jacobs’ April 28, 2026 memorandum and narrowed the request under active consideration to \$9,765,030, consisting of \$2,891,001 for temporary power and \$6,874,029 for third-party QC inspection impacts. The parties then continued focused negotiations and open-book review of these two categories.

On July 1, 2026, HPTJV submitted CCR-00094 in the negotiated amount of \$7,913,630. The CCR consists of \$2,891,001 for temporary construction power and \$5,022,629 for third-party QC inspection impacts, with no request for additional work days.

ISSUE

HPTJV identified cost impacts in two primary areas that exceeded GMP assumptions and were asserted to be outside contractor-controllable risks and not reasonably anticipated at the time of GMP establishment.

Following review of project records, contract requirements, cost documentation, and the circumstances associated with these impacts, the project management team determined that a negotiated Owner-funded change is appropriate. The negotiated resolution recognizes that the impacts involved multiple contributing factors and that not all costs asserted by HPTJV are recoverable.

TEMPORARY CONSTRUCTION POWER

HPTJV’s GMP assumed that BWP would provide temporary utility power to the Project site by July 15, 2024. Temporary utility power became available on July 2, 2025, nearly one year later

than initially scheduled. This delay required HPTJV to continue operating temporary generators and associated distribution systems longer than anticipated in the GMP.

In addition to the delayed availability of utility power, the final configuration through which temporary power was delivered required continued reliance on generators for several months after initial energization. Utility power was ultimately provided through a single connection point within a new permanent utility yard, requiring substantial portions of the permanent distribution infrastructure to be completed before utility power could be effectively utilized throughout the 49-acre project site. As a result, generator operations continued well beyond the date temporary utility service first became available.

Operating under generator power conditions created sustained inefficiencies across the Project, including:

- Occupation of critical staging and work areas by generators and associated distribution equipment
- Limited practical deployment capacity due to site congestion and logistics constraints
- Allocation challenges in distributing finite generator power across multiple work fronts
- Instability of generator systems, resulting in frequent breaker trips and outages
- Resulting interruptions in workforce productivity while power was restored

Field observations, foreman reports, coordination records, and operational logs consistently documented inefficiencies associated with generator-powered operations, including localized outages, breaker trips, power allocation constraints, equipment relocations, and work interruptions. These impacts were incorporated into the negotiated cost evaluation using conservative assumptions developed through joint review by HPTJV and the project management team.

Despite ongoing coordination by HPTJV, BWP, Jacobs, and Authority staff to mitigate the impacts, the timing and configuration of temporary power delivery remained dependent on external utility constraints. Following review and negotiation, the parties agreed to \$2,891,001 for this portion of CCR-00094.

THIRD-PARTY QC INSPECTIONS

The Project's contract documents established baseline expectations for QA/QC testing. However, as construction progressed, the inspection environment evolved significantly due to the unique characteristics of the Project.

Factors contributing to expanded inspection requirements included:

- The unprecedented size and complexity of the Project within the City of Burbank
- First-time implementation of Progressive Design-Build delivery within the jurisdiction
- A highly sequenced and schedule-driven construction program requiring continuous inspection support

As a result, inspection processes evolved to include:

- Increased inspection staffing levels beyond GMP assumptions
- Extended durations of inspection activities
- Greater frequency and continuous presence of inspectors
- Expanded coordination across multiple inspection entities

Importantly, the increase in cost is attributable to increased volume of inspection services (staffing, hours, duration) not by increases in unit rates.

The CCR does not seek recovery for compliance with baseline contractual quality requirements. Rather, it addresses a negotiated portion of the incremental cost associated with the actual level of third-party inspection staffing and effort ultimately required to support project execution. After removing projected future costs and other amounts not included in the settlement, the parties agreed to \$5,022,629 for this portion of CCR-00094.

SOLUTION

HPTJV, Jacobs, and Authority staff engaged in a multi-month collaborative evaluation and negotiation process to:

- Assess contractual entitlement under the design-build agreement
- Validate the underlying causes of the impacts
- Review actual cost data including invoices, labor records, and field reports
- Develop a mutually understood and supportable cost basis

This process included multiple working sessions, open-book cost reviews, and iterative refinement of assumptions and methodology.

The review process included validation of underlying conditions, evaluation of contractual responsibility, verification of supporting documentation, and negotiation of a mutually acceptable resolution.

The review further recognized that the impacts associated with temporary power and third-party inspection services were influenced by multiple contributing factors, some attributable to project conditions outside the contractor's control and others associated with project execution and concurrent activities. Because these impacts were not always capable of precise allocation, the project management team and HPTJV utilized available documentation, project records, and professional judgment to develop a negotiated settlement that reasonably reflects the Owner's share of responsibility.

Through this effort, the parties reached a negotiated value of \$7,913,630, consisting of \$2,891,001 for temporary construction power and \$5,022,629 for third-party QC inspection impacts. This amount represents a reduction from the \$15,156,083 requested on March 31, 2026 and the \$9,765,030 remaining under consideration following HPTJV's May 27, 2026 response. The settlement excludes the previously asserted contingency and acceleration categories.

COST BASIS

The costs presented in this CCR were developed using a bottom-up, actual-cost-based methodology, supplemented by limited forecasting based on demonstrated project performance.

Key elements of the methodology include:

- Use of actual incurred costs derived from vendor invoices, timekeeping systems, and cost reports
- Activity-based cost coding to isolate impacts and prevent commingling with unrelated costs
- Quantification based on field logs and production records
- Forecasting based on recent run-rate averages and confirmed remaining durations
- Deduction of GMP allowances to ensure recovery is limited to net impacts

Temporary Construction Power

Costs are driven by duration and include generator equipment, fuel, distribution systems, labor for installation and maintenance, and conservative allowances for inefficiencies documented in the field.

Third-Party QC Inspections

Costs are based on actual third-party inspection invoices and reflect increased staffing levels, inspection hours, and duration of engagement. All costs are traceable to specific work phases and are supported by auditable documentation.

The costs included in this CCR are intentionally limited to direct impacts only. No contractor inefficiency costs related to inspection activities and no delay or disruption claims are included.

The negotiated amount represents a partial recovery of HPTJV's asserted impacts and reflects a balanced and conservative resolution based on the record reviewed by the parties.

FUNDING

The proposed CCR will be funded by the Owner's Contingency budget.

To date, \$17,419,525 has been executed through Task Order Amendments, leaving a current balance of \$38,580,475. However, after accounting for this CCR, projected future drawdowns and credits, the remaining contingency balance is estimated at \$2,944,689.

Original Budget	Authorized to Date	Current Balance	Projected Draw Downs	Estimate at Completion	Remaining Balance
\$56,000,000	\$17,419,525	\$38,580,475	\$35,635,786	\$53,055,311	\$2,944,689

The conditions giving rise to this CCR were determined to be:

- Extraordinary and project-specific
- Driven by external factors and evolving project conditions

- Outside the risks reasonably covered by HPTJV's contingency at the time of GMP development

Use of Owner's Contingency for this CCR is therefore appropriate.

RECOMMENDATION

Approval of this CCR will:

- Formalize a collaboratively negotiated and validated resolution
- Compensate documented and unavoidable project impacts
- Support continued progress of the RPT Project under established contractual frameworks

The project management team has reviewed the entitlement considerations and cost basis supporting CCR-00094 and concludes that the negotiated amount represents a fair, reasonable, and supportable adjustment to the GMP and is in the best interest of the Authority.

At its meeting on August 5, 2026, Committee voted (3–0) to recommend that the Commission approve CCR No. 00094 in the amount of \$7,913,630 for Temporary Construction Power and Third-Party QC Inspection impacts and authorize a corresponding increase to HPTJV's GMP for the RPT Project, with no associated extension of contract time.

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Renne Public Law Group, LLP)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated August 21, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Renne Public Law Group, LLP, dba Renne Public Policy Group ("Consultant"), a California limited liability partnership.

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: advisory and advocacy service related to legislative policy issues.

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

NOW, THEREFORE, the parties agree as follows:

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

A. "Airport Rules and Regulations": May 4, 2020 Restated Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. "Commencement Date": September 1, 2023.

C. "Contract Administrator": Pamela Marcello or a duly authorized designee.

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

E. "Expiration Date": August 30, 2026, unless extended as provided below.

F. "Federal Requirements" the federal requirements set forth in the attached Exhibit D, 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 attached Exhibit B, subject to adjustment as provided below.

H. "Indemnitees": the Authority, TBI, 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 C.

J. "Liabilities": 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.

K. "Services": the tasks set forth in the attached Exhibit A.

L. "TBI": TBI Airport Management, Inc.

2. Services.

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. 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. The base term of this Agreement shall be three years commencing on the Commencement Date and expiring on the Expiration Date, unless earlier terminated as provided herein.

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

C. 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. Additionally, the Authority shall reimburse Consultant for expenses according to the Fee Schedule.

B. Commencing in Year 2 of this Agreement, Consultant may request an annual adjustment to the all-inclusive hourly rate effective, based on an increase in the Consumer Price Index for the preceding twelve (12) months for the Los Angeles area (all indices) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or by 5%, whichever is less. Submission of proposed CPI-adjusted rates shall be submitted by Consultant for consideration no later than July 1 of each year to be considered by the Authority. Missing this deadline shall mean Consultant has waived its right to request a CPI-adjustment for the coming year's services. Each CPI-adjustment shall require approval by the Authority Commission, which shall have absolute discretion.

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

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

8. 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.

9. 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.

10. 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.

11. Indemnification.

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any 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.

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

13. Suspension. The Contract Administrator may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

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

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

Consultant
Renne Public Law Group, LLP
350 Sansome Street, Floor 3
San Francisco, CA 94104

Attn: Pamela Marcello
E-mail: pmarcello@bur.org

Attn: Dane Hutchings
E-mail: dhutchings@publicpolicygroup.com

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

16. 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.

17. Exhibits. Exhibits A through D 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 through C, 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 D, the provisions of Exhibit D shall prevail.

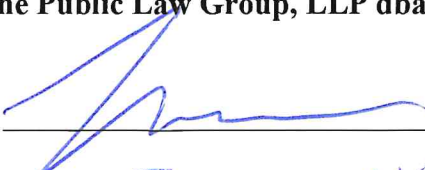
18. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or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

19. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

Renne Public Law Group, LLP dba Renne Public Policy Group

By:  _____

By: _____

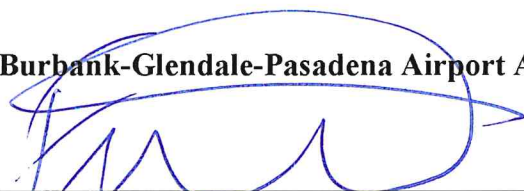
Print Name: Jonathan V. Holtzman

Print Name: _____

Title: Managing Partner

Title: _____

Burbank-Glendale-Pasadena Airport Authority



Felicia Williams, President

Approved as to form:



Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

(attached)

EXHIBIT A – SCOPE OF SERVICES

A-1. Purpose: The Authority is entering into this Agreement to obtain advisory and advocacy services related to legislative policy issues under consideration by State elected officials and State agencies. Consultant will assist the Authority in monitoring and advocating on legislative and regulatory proposals with potential impact to the Authority and the Airport.

A-2. Scope of Consultant's Responsibilities, Consultant-Provided Services and Consultant-Provided Deliverables. In accordance with and at the direction and approval of the Authority, Consultant shall provide the following Services.

A. **Services:** Consultant shall assist the Authority by advising and advocating on public policy issues under consideration by State elected officials and State agencies. Consultant shall monitor and advocate on legislative and regulatory proposals of interest to the Authority and provide the Authority with frequent updates on these activities. Consultant shall coordinate meetings and establish ongoing relationships with key State officials and decision makers. Specifically, Consultant shall:

1. Monitor and keep Authority staff informed of existing and proposed State legislative and regulatory policy issues and actions that would positively or negatively impact the Authority, the Airport or other Authority interests.
2. Proactively identify opportunities to develop legislation and regulations that will benefit the Authority, the Airport or other Authority interests.
3. Prepare comments or otherwise respond to proposed legislative changes, regulatory changes and other State actions that may impact the Authority, the Airport or other Authority interests.
4. Develop and update the Authority's annual legislative agenda and develop strategies necessary for its implementation.
5. Maintain liaison between the Authority and its delegation in the Legislature and provide assistance to the delegation in any matter that furthers the objectives of its legislative agenda.
6. Serve as a liaison between the Authority and the Legislature, the Governor, and other officials in State government as identified by the Authority.
7. Proactively promote the Authority's position on policy matters to elected officials, their staffs, and other decision makers through personal contact, written correspondence, and/or testimony.
8. Prepare letters in support of the Authority's position to members of the State Legislature, Legislative committees, Executive Branch agencies or other key stakeholders and forward to the Authority for approval and signature.

9. Provide copies of bills, amendments, committee reports and analyses, regulations, or other information available that is related to the Authority's interests, when requested.
10. Prepare testimony to be presented by Authority Commissioners or staff before legislative or regulatory bodies.
11. Arrange and attend meetings with State officials and help establish relationships between State legislators or State agency representatives and the Authority.
12. Proactively identify opportunities and provide assistance to obtain grants for capital projects, environmental initiatives and other airport-related programs and projects.
13. Attend Authority Commission and Committee meetings, management meetings, staff briefings, or other meetings when requested.
14. Develop and participate in strategic coalitions with associations and governmental organizations in furtherance of the Authority's legislative agenda as requested.
15. Register, on behalf of the Authority, with the necessary State officers and agencies, and comply with all reporting requirements mandated by the Fair Political Practices Commission, and any other legal requirements.
16. Provide frequent written updates to the Authority on activities related to all items listed above.

B. Supplemental Work: If and when the Authority requests Consultant to provide services in addition to those specified above, Consultant shall develop a work plan detailing the specific tasks to be completed and providing a detailed not-to-exceed budget for performing such tasks. Consultant shall not perform any Supplemental Work until the Authority has issued a written notice-to-proceed with the execution of the work plan. Consultant will not be authorized to perform or invoice the Authority for any work not specifically authorized in the notice-to-proceed.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXHIBIT B
Fee Schedule

(attached)

In accordance with RFP requirements and as detailed in Exhibit B of the propped service agreement, RPPG proposes a flat retainer fee for all services outlined. This proposed pricing includes all work performed by RPPG primary staff, advisors, and operational/administrative support and also includes all costs associated with the quarterly filings required by the Fair Political Practices Commission.

State Legislative and Advocacy Consulting Services	\$8,300.00 per month	(\$99,600 annually)
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This does not include travel-related expenses which would only be assessed as detailed in Exhibit B, Section B-2 of the proposed service agreement.

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EXHIBIT C
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. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a

provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnitee before the Indemnitee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnites.

G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnites, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

EXHIBIT D
Non-AIP Project Federal Requirements

For purposes of this Exhibit, the term “Contractor” means “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. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination

prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT**
(Burbank-Glendale-Pasadena Airport Authority / HNTB Corporation)

This Amendment No. 1 (“First Amendment”) to the June 2, 2025 Professional Services Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and HNTB Corporation (“Consultant”), a Delaware Corporation, is dated August 17, 2026 for reference purposes.

RECITALS

A. The parties executed the Agreement to provide for the Authority’s retention of Contractor as an independent contractor to provide design services for Taxiway A/C Extension/Construction projects.

B. The parties desire to amend the Agreement to: (i) add design services for security cameras and associated fiber to be located near the project site; (ii) increase the contract limit; and (iii) update the federal requirements exhibit.

NOW, THEREFORE, the parties agree as follows:

1. Amendment of Section 1. Paragraphs (D) and (K) of Section 1 (Definitions) of the Agreement is amended to read as follows:

“E. ‘Contract Limit’: \$3,515,260.

k. ‘Services’: the tasks set forth in the attached Exhibits A and A-1.”

2. Addition of Exhibit A-1. The attached Exhibit A-1 is added to the Agreement and incorporated by reference.

3. Substitution of Exhibit D-1. The attached Exhibit D-1 is substituted for Exhibit E of the Agreement. All references in the Agreement to Exhibit D shall be deemed to refer to the attached Exhibit D-1.

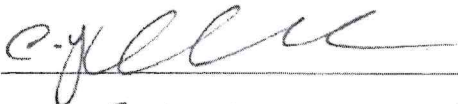
4. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

5. 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]

TO EXECUTE THIS FIRST AMENDMENT, the parties have caused their duly authorized representatives to sign below.

HNTB Corporation

By: 
Print Name: C. YOGA CHANDRAN

☐ Chairperson ☐ President ☒ Vice President

By: 
Print Name: Craig W. Denson

☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line]

Burbank-Glendale-Pasadena Airport Authority

President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A-1
Supplemental Scope of Services

INTRODUCTION

HNTB Corporation (Consultant) has been contracted to provide Airside Design Services through Request for RFP No. EN24-02 in August 2024 for the design documents of the Taxiway A & C Extension. The original scope of this task order was focused on the extension of Taxiways A and C to provide full length, parallel taxiways that meet all FAA runway separation standards and eliminates back taxiway maneuvers that are currently required when north bound operations take place. As the design effort has progressed, Hollywood Burbank Airport (BUR) has now requested HNTB to develop design for security cameras and associated fiber that are to be located near the Taxiway A & C project site.

The following scope of work represents the effort required of the consultant team beyond the original task order to implement the additional scope.

SCOPE OF WORK

1. PROJECT MANAGEMENT

Consultant will provide project management and coordination services needed to manage the efforts described in this scope of work (SOW). These services include:

1.1 Subconsultant Coordination

Consultant will procure outside services from its Project Team required to complete the work included in this task order. Consultant will be responsible for the management of the Project Team, including communications, delivery management, contracting, and invoicing. Anticipated subconsultants include:

- Lean Technology Corporation – Fiber Infrastructure

1.2 Project Administration

Consultant will develop and maintain a project budget system to monitor internal and external labor and expenses for the work included as part of this task order. Consultant will prepare compiled invoices per Burbank Airport standards, including the required contract compliance reporting, on a monthly basis.

2. STAKEHOLDER COORDINATION

The project will require close coordination with stakeholders in order to review potential alternatives and confirm design criteria. This effort is expected to include the following:

2.1 BUR Coordination

It is anticipated that the proposed project will require close coordination with several departments within Burbank Airport. Consultant will engage BUR as directed through the duration of this task order to collect relevant design criteria and develop consensus around

proposed design. It is anticipated that this effort will require close coordination with the following BUR Departments:

- Airfield Operations (Ops)
- Planning and Engineering Group
- Maintenance
- IT Department
- Associated Tenants and Airlines

Consultant shall conduct one (1) initial virtual design review meeting with project stakeholders to discuss surveillance goals, camera technologies under consideration, and the proposed coverage strategy for the operational area.

2.2 Adjacent and Concurrent Projects

Consultant will continue to participate in monthly coordination meetings with the Replacement Passenger Terminal Design-Build team (Holder-Pankow-TEC Joint Venture) to advance the fiber and power coordination efforts.

3. DATA COLLECTION

Consultant will supplement existing and future conditions data within the project site to support the design effort. Pertinent and readily available records and utility information will be identified and obtained from BUR. For all data collection efforts on the AOA, it is assumed that airport staff will provide escorting and that no badging or driving training will be required.

3.1 Site Investigation

Consultant shall complete a field walk of the existing site and structures documenting the existing conditions. Consultant shall conduct communication circuit investigation. Photos will be logged and combined.

3.2 Record and Terminal Demo Drawing Review

BUR to provide digital copies of relevant reports, details, and drawings. Consultant may rely on any documents, information, and materials provided by or through BUR.

4. 90% DESIGN DOCUMENTS

Consultant will prepare a 90% design submittal for this extra service request. The design documents will be incorporated into the overall project 90% design submittal.

4.1 Comment Resolution

BUR will review deliverables as part of this ESR and provide comments to the consultant within two (2) weeks of the 60% submittal. The consultant will log all the comments and provide responses via Bluebeam or in a comment matrix.

4.2 Develop 90% Design Drawings

Consultant will prepare 90% design plans. Refer to Fee Schedule for a detailed list of anticipated sheets.

4.3 Draft Technical Specifications

Consultant will prepare draft Technical Specifications for the ESR scope of work. The specifications will be developed in accordance with BUR standard specifications and the current copy of the FAA's advisory circular pertaining to standards for airport construction.

4.4 Prepare 90% Quantity Take-offs and Cost Estimate

Consultant to complete quantity take-offs and incorporate the ESR scope of work into the overall probable construction costs. This cost estimate will be based on recent bid sheets and include a contingency for future design development.

4.5 Engineer's Report

Consultant will update the Engineer's Report in concert with the 90% design submittal incorporating the ESR scope of work. The Consultant will include design criteria, existing conditions, deviations, or modifications associated with airport standards.

4.6 QA/QC Review

Prior to submittal to BUR, Consultant will complete a QA/QC review of the design deliverables. This review will include the checking, back-checking, modification, and validation of all deliverables. A digital record of the QA/QC will be logged and made available to the client upon request.

4.7 Submittal of 90% Design Documents

Consultant will include the additional scope of work within the 90% submittal package to be delivered to BUR.

5. FINAL (100%) DESIGN DOCUMENTS

5.1 Comment Resolution

BUR will review deliverables as part of this ESR and provide comments to the consultant within two (2) weeks of the 90% submittal. The consultant will log all the comments and provide responses via Bluebeam or in a comment matrix.

5.2 Final Design Drawings

Consultant will prepare final design plans. Refer to Fee Schedule for a detailed list of anticipated sheets.

5.3 Final Technical Specifications

Consultant will prepare Final Technical Specifications for the ESR scope of work. The specifications will be developed in accordance with BUR standard specifications and the current copy of the FAA's advisory circular pertaining to standards for airport construction.

5.4 Prepare Final Quantity Take-offs and Cost Estimate

Consultant to complete quantity take-offs and incorporate the ESR scope of work into the overall probable construction costs. This cost estimate will be based on recent bid sheets and include a contingency for future design development.

5.5 Final Engineer's Report

Consultant will update the Preliminary Engineer's Report in concert with the detailed design submittal incorporating the ESR scope of work. The Consultant will include design criteria, existing conditions, deviations, or modifications associated with airport standards.

5.6 QA/QC Review

Prior to submittal to BUR, Consultant will complete a QA/QC review of the design deliverables. This review will include the checking, back-checking, modification, and validation of all deliverables. A digital record of the QA/QC will be logged and made available to the client upon request.

5.7 Submittal of Final Design Documents

Consultant will include the additional scope of work within the final submittal package to be delivered to BUR.

6. BID SUPPORT SERVICES

Following submission of the Final Design documents, consultant will assist in the assembly of the final RFP Documents for the additional services. BUR will lead this effort, but will require consultant participation in the following areas:

- 6.1 Respond to bidder questions about additional services
- 6.2 Prepare additional services addendum
- 6.3 Prepare additional services conformed set

SCHEDULE

The effort of this scope of work will be completed within the confines of the Taxiway A & C task order.

ASSUMPTIONS AND EXCLUSIONS

The following assumptions and or exclusions were made in the development of this scope:

1. It is assumed that Terminal Design Builder – HPTJV will relocate the existing fiber loop that is located within the footprint of the existing terminal. The relocation is assumed to not interfere with the location of Taxiway A & C project. Therefore, a further relocation of the fiber loop is not anticipated and excluded from this ESR.
2. Commissioning and Testing. The contractor must provide detailed work plans and follow BUR testing and commissioning requirements.
3. Detailed as-builts/plans for the terminal demo project will be provided by BUR.
4. BUR security will provide camera locations and camera manufacturer specifications.
5. This scope assumes a single design package. Multiple design packages and/or the use of additive alternatives will result in additional design effort that is not included in this scope of work.
6. Additional work not covered within this task order will be issued as subsequent task-orders or an amendment to this task order. Change to the scope within this task order will be issued as an amendment. Any changes to this scope of services will be negotiated and agreed upon in writing prior to proceeding with work.
7. No badging or AOA driver training required. Airport Engineering staff will provide escorts for field data collection.
8. Any aspect of commissioning or testing of the camera system is excluded from this scope.

EXHIBIT D-1

AIP Project Federal Requirements

References in this Exhibit to “Contractor” shall be deemed to refer to Consultant. References in this Exhibit to “Sponsor” shall be deemed to refer to the Authority. Consultant shall: (i) insert these provisions in each lower tier contract; (ii) incorporate the requirements of these provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services; and (iii) be responsible for compliance with these provisions by any subcontractor, lower-tier subcontractor, or service provider.

1. Access to Records and Reports

Consultant must maintain an acceptable cost accounting system. Consultant agrees to provide the Authority, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. Breach of Contract Terms

A. Any violation or breach of terms of this contract on the part of Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

B. The Authority will provide Consultant written notice that describes the nature of the breach and corrective actions Consultant must undertake in order to avoid termination of the contract. The Authority reserves the right to withhold payments to Consultant until such time Consultant corrects the breach or the Authority elects to terminate the contract. The Authority’s notice will identify a specific date by which Consultant must correct the breach. The Authority may proceed with termination of the contract if Consultant fails to correct the breach by the deadline indicated in the Authority’s notice.

C. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. 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, 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. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

4. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 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) including amendments thereto;

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 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 U.S.C. § 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 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 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, creed, sex, 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 including amendments thereto.

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.

5. Clean Air and Water Pollution Control

A. Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Consultant agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

B. Consultant must include this requirement in all subcontracts that exceed \$150,000.

6. Certification of Offeror/Bidder Regarding Debarment

A. By submitting a bid/proposal under this solicitation, the offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

B. The successful offeror, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful offeror will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.

2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

C. If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

7. Disadvantaged Business Enterprises

A. Contract Assurance (49 CFR § 26.13) – The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

B. Prompt Payment (49 CFR § 26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

C. Termination of DBE Subcontracts (49 CFR § 26.53(f)) –

1. The prime contractor must not terminate a DBE subcontractor listed in response to the Disadvantaged Business Enterprises section of the solicitation for this Agreement (or an approved substitute DBE firm) without prior written consent of the Authority. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

2. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of the Authority. Unless the Authority's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

3. The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

4. Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request.

5. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Authority and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Authority should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Authority may provide a response period shorter than five days.

6. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

8. Distracted Driving

A. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

B. In support of this initiative, the Authority encourages Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Consultant must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

9. Domestic Preferences for Procurements

The offeror certifies by signing and submitting this proposal that, to the greatest extent practicable, the offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

10. Federal Fair Labor Standards Act

A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

B. Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11. Certification Regarding Lobbying

A. The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. Occupational Safety and Health Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause

death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Consultant and subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232 § 889(f)(1).

14. Prohibition of Covered Unmanned Aircraft Systems (UAS).

A. The offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

B. Consultant warrants that all UAS operations will be conducted in full compliance with all applicable FAA regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

C. Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered UAS. This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

15. Termination of Contract

A. Termination for Convenience.

1. The Authority may, by written notice to Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Authority, Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, Consultant must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

3. The Authority agrees to make just and equitable compensation to Consultant for satisfactory work completed up through the date Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. Termination for Cause.

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a. Termination by Authority: The Authority may terminate this Agreement for cause in whole or in part, for the failure of Consultant to:

1. Perform the services within the time specified in this contract or by the Authority approved extension;

2. Make adequate progress so as to endanger satisfactory performance of the services; or

3. Fulfill the obligations of the Agreement that are essential to the completion of the services.

Upon receipt of the notice of termination, Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, Consultant must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Authority agrees to make just and equitable compensation to Consultant for satisfactory work completed up through the date Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Authority determines Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Authority issued the termination for the convenience of the Authority.

b. Termination by Consultant: Consultant may terminate this Agreement for cause in whole or in part, if the Authority:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than 180 days due to reasons beyond the control of Consultant.

Upon receipt of a notice of termination from Consultant, the Authority agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If the Authority and Consultant cannot reach mutual agreement on the termination settlement, Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Authority's breach of the contract.

In the event of termination due to Authority breach, Consultant is entitled to invoice the Authority and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by Consultant through the effective date of termination action. The Authority agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

16. Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), Consultant and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**NON-EXCLUSIVE PEER-TO-PEER VEHICLE SHARING LICENSE
AGREEMENT**

BETWEEN

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

AND

TURO INC.

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EXHIBITS

Exhibit "A" - Designated Area

Exhibit "B" - Self-Report Form

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Exhibit "D" - FAA Grant Assurances and Airport Use

NON-EXCLUSIVE PEER-TO-PEER VEHICLE SHARING LICENSE AGREEMENT

THIS NON-EXCLUSIVE PEER-TO-PEER VEHICLE SHARING LICENSE AGREEMENT("Agreement") is dated _____ for reference purposes and is executed by the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a California joint powers agency ("Authority") and TURO INC., a Delaware Corporation ("Operator").

RECITALS

A. The Authority is the owner and operator of the Bob Hope Airport ("Airport") and has the right to control the conduct of commercial activities at the Airport and the means and methods of access to the Airport and its passenger terminal and other facilities.

B. Operator, a Peer-to-Peer Vehicle Sharing provider, and Authority mutually desire to enter into an agreement in order to allow Operator to provide Peer-to-Peer Vehicle Sharing on a non-exclusive basis, to connect Shared Vehicle Owners with Airport Customers through a Peer-to-Peer Vehicle Sharing platform.

C. Operator acknowledges that this Agreement is being entered into under the provisions of California Public Utilities Code §§21690.5 et seq., and in particular § 21690.9.

D. In furtherance of the policy of the State of California to promote commerce and tourism at publicly owned and operated airports, the Authority has considered the public safety and convenience, the quality of facilities or services to be provided by Operator, the need to conserve Airport space and avoid duplication of facilities and services serving the Airport, the impact on the existing facilities of the Airport as an essential commercial and tourist service center, the need to avoid destructive competition that may impair the quality of Airport services to the public or lead to uncertainty, disruption or instability in the rendering of such services, the need to generate revenues for the maintenance and operation of the Airport facilities and services, and the need to replace established sources of revenue to the Authority that may be diminished as a result of the operation of Operator's business.

E. Based upon the considerations described above, the Authority is willing to grant to Operator a Non-Exclusive Peer-To-Peer Vehicle Sharing License Agreement ("License") that will provide Shared Vehicle Owners and Shared Vehicles with authorized access to designated portions of the Airport for commercial purposes, including the right to use the Airport roads and designated facilities for transportation of passengers and their baggage by car, provided that Operator enters into and complies with the terms of this Agreement.

F. In consideration of the issuance to Operator of the License, Operator is willing to enter into this Agreement and to accept and be bound by the terms and conditions set forth herein. Operator is further willing to take steps necessary to ensure that Shared Vehicle Owners and Airport Customers comply with the terms and conditions set forth herein.

THEREFORE, the parties agree as follows:

1. Definitions.

1.1. Airport Customer. "Airport Customer" shall mean any person receiving delivery of a Peer-to-Peer Shared Vehicle on Airport Property. Operator shall ensure Airport Customers comply with terms and conditions of this Agreement.

1.2. Designated Area. "Designated Area" is the area at the Airport where Shared Vehicles are picked up by Airport Customers. The exact location of the Designated Area at the Airport is defined in Section 6.4 and shown in Exhibit A.

1.3. Peer-to-Peer Vehicle Sharing. "Peer-to-Peer Vehicle Sharing" shall mean an arms-length, remote, web-based, or mobile transaction where a Shared Vehicle Owner allows a third party to use the Shared Vehicle(s) for a fee. This includes, but is not limited to, Reservations made through Operator's website, mobile application, or any other virtual platform that connects Shared Vehicle Owners with Airport Customers seeking to reserve the Shared Vehicle(s), with the Shared Vehicles(s) being dropped off to the Airport Customer on Airport property.

1.4. Peer-to-Peer Vehicle Sharing Reservation or Reservation. "Peer-to-Peer Vehicle Sharing Reservation" or "Reservation" shall mean an online electronic reservation completed for an Airport customer in Operator's Peer-to-Peer Vehicle sharing platform, website, mobile application, or other virtual platform that initiates a reservation for a Shared Vehicle between Owner and an Airport Customer where the Shared Vehicle Owner delivers the vehicle to the Airport Customer.

1.5. Shared Vehicle. "Shared Vehicle" means a licensed motor vehicle that has been shared or is available to be shared from a Shared Vehicle Owner through a Turo controlled platform.

1.6. Shared Vehicle Owner or Owner. "Shared Vehicle Owner" or "Owner" means an individual or company that owns, leases, or otherwise has control over a Shared Vehicle and uses Operator's website, mobile application, or any other platform for Peer-to-Peer vehicle sharing of a shared vehicle. Shared Vehicles are not required to display a decal or placard to identify the Shared Vehicle, but this requirement may be modified by the Airport Executive Director. Trade dress is required for in-person vehicle exchanges only, as described in Section 7.2 of this Agreement. Operator shall ensure Shared Vehicle Owners comply with the terms and conditions of this License.

2. Term; Termination.

2.1 Term. The term of this Agreement shall commence on _____, 2026 ("Commencement Date") and, unless extended or sooner terminated in accordance with this Agreement, shall expire three (3) years after the Commencement Date ("Expiration Date").

2.2 Extension of Term. Operator may request to extend the term of this Agreement for successive periods of one (1) year. In the event the Operator desires to request such an extension, the Operator must submit a Request for Extension to the Authority ninety (90) days

prior to the Expiration Date of the then current Term. The Authority's Executive Director, or designated designee, will provide Operator written approval or denial of the Request for Extension. Operator acknowledges that the Authority is under no obligation to extend the term of this Agreement and may approve or deny a Request for Extension at its discretion.

2.3 Termination Upon Event of Default. The Authority shall have the right to terminate this Agreement immediately upon the occurrence of an Event of Default.

2.4 Termination Without Cause. Each party shall have the right to terminate this Agreement at any time without cause upon the delivery to the other party of at least thirty (30) days' prior written notice.

2.5 Consequences of Expiration or Termination. Operator acknowledges that in the event this Agreement is terminated, the Authority reserves the right to prohibit Shared Vehicles from accessing any or all portions of the Airport for commercial purposes. Within thirty (30) days following the expiration or termination of this Agreement, Operator shall pay to the Authority any and all undisputed, unpaid amounts incurred and/or otherwise payable by Operator to the Authority pursuant to this Agreement or any other obligation. Notwithstanding any other provisions of this Agreement, the provisions of this Section 2.4 and Sections 12, 13, 14, 19, and 20 shall survive the expiration or termination of this Agreement.

3. Fees.

3.1. Airport Fees. As consideration for entering into this Agreement, Operator shall pay to the Airport Fees as provided in this Section 3. "Fees" shall mean permit Fee, and shall be the amount calculated in accordance with Section 3.2.

3.2. Permit Fee. The Permit Fee shall be Ten percent (10%) of Operator's Gross Receipts collected from Airport Customers through the end of the preceding month.

3.3. Parking Fees. Any and all parking fees associated with utilization of any Parking Garage, Designated Area, or staging area shall be paid directly by the Owner or Airport Customer.

3.4. Gross Receipts. "Gross Receipts" shall mean and include all sums paid or payable to Operator, including payments to Shared Vehicle Owners, for providing Peer-to-Peer Vehicle Sharing services to Airport Customers and for all ancillary activities allowed under this Agreement, except for sums specifically excluded in Section 3.4.i below, regardless of how any sum may be represented to the Airport Customer, how or where Operator received the order for the Peer-to-Peer Vehicle Sharing transaction, where the Shared Vehicle is obtained, or where the Shared Vehicle is returned, whether for cash, credit, or other form of payment, in its performance of its business at the Airport including without limitation:

i. Inclusions.

- (a) Charges for any time and mileage for Vehicle Sharing services, GPS and other electronic devices, ski racks, child restraints, additional driver fees and all other transactions and charges of whatever nature derived from or incidental to Operator's operation under this Agreement;
- (b) Charges for protection plans offered incidental to a Vehicle Sharing agreement;
- (c) All amounts charged to Operator's Airport Customers at the commencement of the Vehicle Sharing transaction for the cost of furnishing and/or replacing fuel provided by Shared Vehicle Owners;
- (d) Any delivery fee charges to pick-up and drop off a Shared Vehicle;
- (e) Any young driver fee charges by Operator;
- (f) All proceeds from long-term bookings of vehicles picked up from any location at the Airport;
- (g) No deduction shall be made for the payment of franchise taxes, privilege taxes levied on Operator's Vehicle Sharing activities, equipment, or real or personal property of Operator.

ii. Exclusions.

- (a) Any Federal, State, County, or City sales or other similar taxes or surcharges separately stated to and collected from Airport Customers.
- (b) Any amounts received from Airport Customers as insurance proceeds or otherwise for damage to Shared Vehicles, or for loss, conversion, or abandonment of such vehicle.
- (c) Any amounts received as payment for and administration on behalf of Airport Customers of red light tickets, parking tickets, tolls, tows, and impound fees.
- (d) Any amounts received by Operator from Airport Customers which are fully passed through to Shared Vehicle Owners without any markup or profit to Operator, such as cleaning fees, and smoking fees.

3.5. Payment Requirements and Reports.

3.5.1. On or before the 20th day of each month, Operator shall submit its operations report to the Authority for the previous calendar month (the "Monthly

Report"). The Monthly Report shall be sent in paper format to Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, CA 91505 Attn: Accounting/Finance Department. Additionally, an electronic version of the Monthly Report shall be emailed to AR@bur.org. The Monthly Report shall be in the form attached in Exhibit B and shall show such detail and breakdowns of Gross Receipts and any applicable exceptions, as may be required by the Authority. All such information shall be accurate at all times. Failure to submit the Monthly Report by the 20th day of the month will result in a fine per the Fine Schedule in Section 4.4.

3.5.2. Operator agrees to pay the Authority fees on or before the 20th day of each calendar month. All monetary obligations under this Agreement shall be made payable to the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, CA 91505. All payments shall be made in legal tender of the United States. Failure to submit fees to the Authority by the 20th day of the month will result in a fine per the Fine Schedule in Section 4.4.

3.6. Security Deposit. Operator Agrees to pay a Security Deposit of \$25,000. The Security Deposit is due to the Authority on or before the Commencement Date. The Security Deposit payment must be made in legal tender of the United States or Letter of Credit.

3.7. Books and Records.

3.7.1. The Authority reserves the right to audit the accounting books and records of the Operator to verify the accuracy of the monthly fees, payments made to the Authority or any other report submitted to the Authority pursuant to this Agreement. Operator must make such books and records available to the Executive Director, or his/her designee, at the Airport within fifteen (15) business days after written request for same. The Authority reserves the right to conduct an unscheduled audit of books, records, and operations at Operator's place of business, without notice, during reasonable business hours.

3.7.2. Operator shall maintain throughout the term of this Agreement and for a four (4) year period after the term, or in the event of a claim by the Authority, until such claim of Authority payments hereunder shall have been fully ascertained, fixed and paid, accurate accounting books and records of all transactions conducted under this Agreement in accordance with generally accepted accounting principles, showing in detail all business transacted in, about or pertaining to the Airport, and Operator must enter all receipts arising from such business in regular books of account and all entries in any such records shall be made at or about the time the transactions occur.

4. Laws, Rules and Regulations.

4.1 Compliance with Laws, Rules and Regulations. Operator and Owners shall comply with all applicable federal, state and local statutes, regulations, rules, ordinances and governmental orders. Operator and Owners shall also comply with all rules, regulations and orders of the Authority ("Rules and Regulations"), as the Rules and Regulations may be modified by the Authority at any time and from time to time, in the Authority's sole and absolute discretion.

Operator acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com), and Operator may obtain a hard copy from the Authority upon request.

4.2 Operator Compliance Responsibilities. Operator shall be responsible for ensuring that its members, agents, employees and Owners comply with the provisions of this Agreement and specifically with the operating procedures stated herein. Failure to so ensure compliance may be considered sufficient cause to terminate this Agreement pursuant to Section 2 of this Agreement.

4.3 Operator Response to Complaints. In the event that the Authority or Airport staff receive a complaint from an Airport Customer regarding Operator, Operator agents and employees, and/or Owners, the Authority shall notify Operator and send to Operator such complaints. Operator must respond to Airport Customer complaints within 48 hours of receiving the complaints from the Authority.

4.4 Fine Schedule. If Operator, an Owner, or an Airport Customer violates any term of this Agreement, the Laws, or the Rules and Regulations, then the Authority may elect to impose administrative fines against Operator on a per violation basis in accordance with the schedule described below:

Violations	Section(s)	Fine
Failure to comply with Airport use regulations	4	\$100 per incident
Failure to adhere to Owner and Shared Vehicle requirements	7, 8	\$200 per incident
Failure to maintain required Shared Vehicle insurance requirements	12	\$100 per day per vehicle
Violating anti-idling guidelines	9, 10	\$250 per incident
Parking in roadway, fire lane, or marked no parking zones and drop off or pick up of employees or vendors in roadway.	9	\$100 per incident
Failure to respond to resolve customer service complaints within 48 hours.	4	\$100 per incident
Reinstatement of License for termination due to failure to maintain insurance.	15	\$300 per incident
Failure to provide required Financial Statements including the Monthly Report.	3	\$250 per day
Unauthorized advertising on Airport Premises.	11	\$100 per day

Unsafe driving and/or unsafe parking of Shared Vehicles.	10	\$500 per incident
Vandalism.	10	\$ 500 per incident
Parking in prohibited areas.	9	\$200 per incident
Airport Customer or Owner use of Airport Valet services for dropping off or picking up Shared Vehicles.	6	\$300 per incident
Violation of Shared Vehicle maintenance requirements.	7	\$200 per incident
Engage in other violations of this Agreement, the Laws, or the Rules and Regulations.	4	\$100 per incident

The Fine Schedule will go into effect 60 days after the Commencement Date of the Agreement in order to provide a transition period for Operator to educate Owners about the Rules and Regulations of this Agreement.

Once the 60-day transition period has ended, the Authority, including the Burbank-Glendale-Pasadena Airport Police Department ("Police Department"), may issue a "notice of violation" to an Owner and/or Airport Customer if the Owner or Airport Customer has violated this Agreement, the Laws, or the Rules and Regulations. The notice of violation will be issued directly to the Owner, and a copy of the notice shall thereafter be forwarded to Operator. The Authority will forward accumulated notices of violation to Operator on a bi-monthly basis.

Operator shall remit payment for the fine to the Authority within thirty (30) days of receiving an invoice for the notice(s) of violation and a copy of the notice(s). If Operator fails to remit payment within thirty (30) days of receipt, then the fine amount shall be increased by fifty (50) percent. If Operator fails to remit payment within sixty (60) days of receipt, then the fine amount shall be increased by one hundred (100) percent. If Operator fails to remit payment within ninety (90) days of receipt, then the Authority may suspend Operator's license to access the Airport pursuant to this Agreement until such time that all outstanding administrative fines are paid in full.

For purposes of the preceding paragraph, payment of any fine associated with a notice of violation shall not be considered late during such time when the notice of violation is in dispute. A notice of violation is in dispute during the pendency of the following process: (1) Operator shall identify in writing any notice(s) of violation reasonably claimed to be in dispute within twenty (20) days of receipt; (2) Operator shall clearly state the reasons why the notice of violation was issued in error, which shall be supported by available evidence; and (3) the Authority's Director of Business & Properties or his or her designee will review the notice of violation and supporting evidence and render a decision on whether the notice of violation was or was not issued in error. The Authority's Director of Business & Properties decision shall be final and not subject to appeal. Operator shall remit payment for the fine to the Authority within thirty (30) days of the final decision. If Operator

fails to remit payment within thirty (30) days of receipt, then the fine amount shall be increased according to the amounts set forth in the preceding paragraph.

The Authority's right to impose the foregoing fines shall be in addition to and not in lieu of any and all other remedies or rights available to the Authority. The Authority may amend the fine schedule at any time upon thirty (30) days' notice to Operator.

4.5 Suspension or Termination based on Multiple Violations. If all Owners using the Airport collectively receive fifteen (15) notices of violation within a sixty (60) day period, then the Authority may suspend Operator's license to access the Airport pursuant to this Agreement for a period of six (6) months from the date of the fifteenth such notice of violation. If the Authority exercises its right to suspend Operator, then the Authority shall first issue Operator a written notice of suspension. The six (6) month suspension shall begin to run on the date the fifteenth written notice is transmitted to Operator. The Authority will notify Operator at such point when Operator has accumulated fifteen (15) notices of violation within a sixty (60) day period and that the Authority may exercise its right to suspend Operator.

5. Permits and Licenses.

Operator and Owners shall procure and maintain in effect at all times all required rights, licenses, permits, approvals, consents, authorizations, and registrations from governmental authorities, including other third parties required for the conduct of business at the Airport. Upon the request of the Authority, Operator shall provide evidence thereof to the Authority.

6. Use of Airport

6.1 General Rights. In accordance with this Agreement, Operator shall have the non-exclusive right to (a) operate Peer-to-Peer Vehicle Sharing marketplace, (b) enable Owners to deliver or receive Shared Vehicles to or from Airport Customers in the Designated Areas, (c) complete peer-to-peer vehicle sharing transactions with Airport Customers by face-to-face exchange between Owners and Airport Customers or exchange by utilizing remote vehicle entry via Operator's website, mobile application, secured key location, or another platform.

6.2 Prohibited Activity. Operator shall not use or permit anyone else to use the Designated Areas, nor shall Operator permit anything to be done on the Designated Areas which: (a) adversely affects or is likely to adversely affect the physical condition of the Designated Areas; (b) creates any condition that may be a safety hazard or violates FAA regulations; (c) creates a material health and safety hazard or a nuisance; or (d) adversely interferes, in anyway, with Airport operations. Notwithstanding Section 6.6 below, the Authority reserves the right to immediately terminate this Agreement if Operator, its Owners, employees, passengers, guests, invitees, suppliers of materials, and furnishers of service engage in any of the Prohibited Activity specified in (b) through (d) above.

6.3 Right of Ingress and Egress. The Authority hereby grants full and free right of ingress to and egress from Airport to Operator, its Owners, employees, passengers, guests, invitees, suppliers of materials, and furnishers of service, without charge, subject to the terms of

this Agreement and the Authority's operating Rules and Regulations. The Authority's Executive Director shall have the right to modify or restrict Operator's access rights.

6.4 Designated Areas. The Designated Areas are the only authorized locations at which permitted activities, authorized under this Agreement, may be conducted. Owners conducting a face-to-face exchange in the Designated Areas are required to display a sign or placard on or in the vehicle identifying the vehicle as part of the Turo operations, as are all other Ground Transportation vehicles using this area. The Designated Areas to perform face-to-face exchanges are depicted in Exhibit A-1. Owners conducting a face-to-face exchange are authorized to park in the Designated Areas for no longer than 5 minutes prior to meeting the Airport Customer and then for an additional 5 minutes to conduct the face-to-face exchange. Owners and Airport Customers are further authorized to use the Airport parking facilities without displaying a sign or placard, as designated in Exhibit A, in the same manner as any other Airport customer and be responsible for any applicable parking fees.

6.4.1 Changes to Designated Areas. The Authority's Executive Director may modify Designated Areas at their sole discretion. In the event the Authority's Executive Director changes the Designated Areas, the Authority will promptly notify Operator and update Exhibits A and A-1 to reflect the changes. It is Operator's responsibility to notify Owners and Airport Customers and update its Peer-to-Peer Vehicle sharing platform to reflect the changes to the Designated Areas within two weeks of receiving the notice of the change from the Authority.

6.5 Restricted Areas. Owners and Airport Customers are prohibited from using all areas that are not Designated Areas at the Airport including, but not limited to, the Terminal Curb and/or the Airport Valet as a method for dropping off or picking up a Shared Vehicle. The Authority's Executive Director may change the Restricted Areas at their discretion. In the event the Authority's Executive Director changes the Restricted Areas, the Authority will promptly notify Operator. It is Operator's responsibility to notify Owners and Airport Customers and update its Peer-to-Peer Vehicle sharing platform to reflect the changes to the Restricted Areas within 24 hours of receiving the notice of the change from the Authority.

6.6 Owner Violations. In the event an Owner violates the terms of this Agreement, as determined by the Authority, Operator will be subject to the fines listed in the Fine Schedule in Section 4.4. The Authority has the right to suspend or prohibit any Owner from operating at the Airport at the Airport's discretion. The Authority will provide notice to the Operator of all Owners who are suspended and/or prohibited from operating at the Airport.

7. Vehicles.

The following conditions shall apply to all Shared Vehicles owned or operated by an Owner while in service using the Operator's online enabled application.

7.1 Maintenance. Shared Vehicles shall be maintained in an undamaged and safe operating condition. Shared Vehicles shall be subject to inspection by the Authority while in use on Airport property as necessary to enforce the terms of this Agreement. Any Shared Vehicle inspection conducted by the Authority shall comply with the prohibition against discrimination as

required under this Agreement and outlined in Exhibit "D". The Authority's failure to inspect any Shared Vehicle shall not constitute a breach of this Agreement, failure to exercise any duty, or other improper action by the Authority. The Authority shall not be responsible for the condition or operation of any Shared Vehicle.

7.2 Trade Dress. Shared Vehicles present on the Airport premises shall conspicuously display Operator's trade dress for face-to-face exchanges of Shared Vehicles.

7.3 Vehicle Condition. Shared Vehicles shall, at all times, be in a neat, clean, and safe condition. Passenger seating areas shall be free of debris, trash, and odors. Seating areas and interior surfaces shall be in good condition and free of rips and tears. The Shared Vehicle speedometer shall be in plain view of all passengers. Exteriors shall be clean, free of damage, and windows shall be clean. Shared Vehicles not in compliance with the above may be denied access to the Airport.

8. Owners.

Operator shall inform Owners of their obligation to comply with all provisions of this Agreement, including all of the Rules and Regulations of the Authority relating to Airport traffic and the directions and instructions of Airport police and other Airport traffic enforcement personnel. Owners shall wear clean and neat appearing clothing and shall exhibit courteous, polite, and inoffensive conduct and demeanor. Upon objection from the Authority concerning the conduct, demeanor, or appearance of any Owner, Operator shall promptly and without delay take all steps necessary to correct or to remove the cause of the objection. The Authority's approval and removal rights under this Section shall be limited to conduct arising under this Agreement, and shall not constitute, or be construed to constitute, any right to terminate or cause the termination of, or interference with, any contractual relationship between Operator and its Owners; nor shall the exercise of such approval or removal rights be deemed to have in fact caused or contributed to the termination of or interference with any contractual relationship between Operator and its Owners.

9. No Interference.

Operator, Owners, and Airport Customers shall not do or permit to be done anything which interferes with the free access to the streets, roads, parking lots, curb areas, entryways, exits, sidewalks or any other areas of the Airport, or in any way hinders or impairs the operation of the Airport. In addition, Operator and Owners shall not hinder police, traffic enforcement, firefighting or other emergency personnel in the discharge of their duties.

10. Nuisance.

Operator, Owners, and Airport Customers shall not use or permit the use of any area of the Airport in any manner that will: (i) tend to create or permit any waste or a nuisance at the Airport; (ii) tend to disturb the Authority, any other transportation network companies, or any tenants, concessionaires, licensees, users or customers of the Airport or the general public; or (iii) increase the premiums for or cause the cancellation or termination of any insurance policies covering the Airport.

11. No Advertisement of Solicitation.

No Owner, employee, contractor, official, or agent of Operator shall solicit business in any manner whatsoever upon any areas of the Airport, except by electronic means using Operator's mobile app. Operator shall not place or permit the placement of any advertisements, telephones or other facilities or equipment, or starters, skycaps, porters, booth personnel, agents or other personnel, in or on the curbs, sidewalks, terminal buildings, or any other areas of the Airport, without prior approval from the Authority.

12. Insurance.

12.1 Commercial General Liability. Operator shall maintain Commercial general liability insurance written on an occurrence basis in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and in the annual aggregate. Such coverage shall include premises/operations, broad form contractual, independent contractors, broad form property damage, and personal injury.

12.2 Workers' Compensation. Operator shall maintain Workers' Compensation insurance written in accordance with California statutory limits.

12.3 Insurer Requirements. Each insurance policy required to be maintained by Operator pursuant to this Section shall be obtained from an insurance company authorized to conduct business in California and having a rating of not less than A-VIII in A.M. Best's Insurance Guide or otherwise acceptable to the Authority. To the extent permitted by law, use of self-insurance is deemed to satisfy Workers' Compensation insurance requirements under this Agreement.

12.4 Adjustment of Required Insurance. Operator acknowledges, understands, and agrees that the types and amounts of insurance coverages required to be maintained by Operator pursuant to this Section may become inadequate during the term of this Agreement, and Operator agrees that it shall add or modify such insurance or coverages and increase such minimum limits of liability by such amounts as may be required at any time and from time to time by the Authority.

12.5 Certificates of Insurance. Concurrently with the execution and delivery of this Agreement, Operator shall deliver to the Authority certificates of insurance evidencing that all insurance has been obtained and is being maintained by Operator as required in this Section, together with copies of endorsements (i) requiring the insurers to give to the Authority at least thirty (30) days' prior written notice sent by registered mail of any cancellation, non-renewal, or reduction in coverage (ten (10) days in the event of cancellation for nonpayment of premium), and (ii) with respect to the Operator's transportation network company insurance and commercial general liability insurance, covering (a) Operator and its officers, directors, employees, agents, representatives, and contractors and any other persons and entities for whose acts or omissions Operator is responsible (collectively, "Operator Parties") as named insureds, and (b) the Authority, TBI Airport Management, Inc., as manager of the Airport, and each of the Cities of Burbank, Glendale, and Pasadena, California, and their respective commissioners, officials, officers, directors, employees, agents, representatives, and contractors (collectively, "Authority Parties") as additional insureds in a form acceptable to the Authority. The failure of Operator to provide such

certificates of insurance, together with such endorsements, or the subsequent receipt by the Authority of a notice of cancellation, non-renewal or reduction in coverage under the insurance policy(ies) by Operator's insurance company(ies), unless Operator replaces such coverage with comparable coverage in accordance with the requirements of this Section, shall constitute an Event of Default. All insurance required to be maintained by Operator pursuant to this Section shall be primary insurance without right of contribution of any other insurance carried by or on behalf of any Authority Party and all policies shall be endorsed to this effect.

12.6 No Limitation of Liability. Operator acknowledges and agrees that the limits of liability provided in the insurance policies required to be maintained by Operator pursuant to this Section shall in no event be considered as limiting the liability of Operator under this Agreement.

12.7 Waivers of Subrogation Rights. All insurance policies required to be maintained by Operator pursuant to this Section, except workers' compensation insurance, shall include, or be endorsed to provide, a waiver by the insurers of any rights of subrogation that the insurers may have at any time against any of the Authority Parties.

13. Indemnity.

To the fullest extent permitted by law, Operator shall defend, indemnify and hold harmless the Authority Parties from and against, any and all third party demands, claims, actions, proceedings, causes of action, damages, awards, penalties, fines, assessments, forfeitures, judgments, losses, liabilities, obligations, costs, and expenses, including attorneys' fees (collectively, "Claims"), arising out of, resulting from or relating to or purported to have arisen out of, resulted from or to be related to, (i) any act or omission of Operator or any other Operator Parties under or in connection with this Agreement or otherwise in connection with the conduct or operation of Operator's ground transportation business at the Airport, except to the extent arising from or related to any grossly negligent act or omission or the willful misconduct of the Authority or the Authority Parties; (ii) any act or omission of Operator or any other Operator Party; and (iii) any act of Shared Vehicle theft and/or vandalism that may occur on Airport property. Notwithstanding any other provision of this Section, each Authority Party seeking indemnification under this Section shall have the right to (x) approve of any legal counsel engaged by Operator or its insurance carrier to defend any Claim, (y) engage legal counsel of its own choice (a) in the event that such Authority Party determines that there is a conflict between the interests of Operator and/or its insurance carrier, on the one hand, and the interests of such Authority Party, on the other hand, with respect to any Claim; (b) in the event of any material disagreement as to the manner, method or handling of the defense of any Claim; and/or (c) otherwise to the extent such Authority Party determines is required to protect its interests with respect to any Claim, and the costs of such legal counsel described in (x) and (y) shall be paid for by Operator as part of its indemnity obligations under this Section. In the event the Authority receives notice of a claim filed against the Authority or an Authority Party involving Operator, the Authority will deliver the notice of a claim to Operator pursuant to Section 20.1, and Operator will acknowledge receipt of such notice in writing pursuant to Section 20.1.

14. The Authority is Not Responsible.

Operator acknowledges that, except as specifically set forth herein, neither the Authority nor any other Authority Party has made any representation, warranty, covenant, or agreement regarding the Airport, including any representations or warranties relating to its condition or operations. Operator hereby releases the Authority from and waives any and all claims and liability for losses of, or damage to or loss of use of, Operator's property or injury to or death of any Operator Party, invitees or customers arising out of or in any way connected with the Operator's business or conduct under this Agreement, except for any such loss of or damage to property or injury to or death of Operator Party, invitees or customers caused by the gross negligence or willful misconduct of the Authority, its officers, agents, or employees.

15. Default.

15.1 Events of Default

Each of the following constitutes an Event of Default:

15.1.1 Failure to License. Any failure of Operator or an Operator Party to have any right, license, permit, approval, consent, authorization or registration necessary for the proper and lawful conduct of Operator's ground transportation business at the Airport pursuant to this Agreement.

15.1.2 False or Misleading Information. Any representation or warranty made by Operator under or in connection to this Agreement shall prove at any time to have been incorrect, false, or misleading.

15.1.3 Failure to Comply. Any violation of or failure to perform or comply with any of the covenants, agreements, obligations, conditions, provisions, or restrictions contained in this Agreement that is not cured by Operator within ten (10) days following written notice to Operator of such violation or failure.

15.1.4 Insolvency. The occurrence of any of the following: (i) Operator admits in writing its inability to pay its debts as they mature; (ii) Operator makes a general assignment for the benefit of creditors, or approves of, consents to or acquiesces in the appointment of a trustee, receiver or liquidator for itself or any portion of its assets; (iii) a trustee, receiver or liquidator is appointed for Operator, or for any substantial portion of its assets, without Operator's consent, and is not discharged within sixty (60) days after such appointment; (iv) any proceeding is commenced by Operator under any bankruptcy, reorganization, insolvency, readjustment of debt, arrangement, receivership or liquidation law or statute or the federal or any state government; or (v) any proceeding under any bankruptcy, reorganization, insolvency, readjustment of debt, arrangement, receivership, or liquidation law or statute or the federal or any state government is instituted against Operator and remains undismissed for sixty (60) days, or Operator by any action or answer approves of, or consents to, any such proceeding or admits the material allegations respecting insolvency or its inability to meet its financial obligations or default in answering a petition filed in any such proceeding.

15.1.5 Excess Notice of Violations. Owners' collective receipt of fifteen (15) notices of violation pursuant to Section 4.5 above.

15.2 Remedies

Upon the occurrence of any Event of Default, in addition to any and all other rights and remedies of the Authority, whether at law or in equity, the Authority shall have the right to terminate this Agreement and the Commercial Access License.

16. No Assignment.

16.1 General. Operator shall not in any manner, directly or indirectly, voluntarily or involuntarily, or by operation of law or otherwise, assign, hypothecate, transfer, or encumber this Agreement, or any right hereunder or thereunder or delegate any duties or obligations under this Agreement, directly or indirectly, voluntarily or involuntarily, or by operation of law or otherwise without the Authority's prior written approval, which shall not be unreasonably withheld.

17. Non-Discrimination and Compliance with Federal Requirements.

Operator shall comply with the provisions of Exhibit "C" attached hereto and by this reference made a part hereof regarding nondiscrimination, as the same may be amended by the Authority from time to time.

18. Compliance with FAA Grant Assurances and Airport Use.

Operator acknowledges and understands that the Authority is obligated to comply with the provisions of Exhibit "D" attached hereto and made a part hereof constituting Federal Aviation Administration ("FAA") grant assurances. Operator agrees that neither Operator nor any of the other Operator Parties shall do anything that will cause or contribute to the violation by the Authority of any of the provisions of Exhibit "D".

19. Public Records.

Any information that Operator provides to the Authority pursuant to this Agreement shall be considered private and confidential to the extent authorized by law. Notwithstanding the foregoing, Operator acknowledges that the Authority is subject to the California Public Records Act (the "Act") and that some or all of the information provided by Operator may be disclosable thereunder. In the event a public records act request for Operator's information is received, the Authority shall provide Operator with written or verbal notice of such request, prior to compliance. However, nothing herein shall prevent the Authority from complying with the requirements of the Act. The provisions of this Section shall survive the expiration or termination of this Agreement for any reason.

20. Miscellaneous.

20.1 Notices

All notices, requests, demands and other communications given, or required to be given under this Agreement, shall be in writing, duly addressed to the parties as follows:

To Authority: BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY
2627 Hollywood Way
Burbank, CA 91505
Attn: Business & Properties

To Operator: Turo Inc.
Attn: Legal - Airports
111 Sutter Street, Suite 1200
San Francisco, CA 94104
E-Mail: legal@turo.com

Any notices properly addressed, sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after they are deposited in the United States mail, postage prepaid. Notices shall be deemed delivered and received at the time delivered if properly addressed and delivered to the addresses set forth in this Section during normal business hours or personally delivered to the person to whose attention they are addressed or sent by confirmed telecopy to a party's regular business telecopier during regular business hours. Notice sent by any other manner shall be effective upon actual receipt of the addressee. Any party may change its address for purposes of this Section by giving notice to the other party as provided in this Section.

20.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous negotiations, understandings, and agreements of the parties, including prior interim Airport access and facilities use agreements, with respect to the subject matter hereof. No supplement, modification, or amendment of this Agreement, or discharge of any of the obligations hereunder, shall be binding unless executed in writing by the parties hereto.

20.3 Severability. If any portion of any provision of this Agreement, or any one or more such provisions, is hereafter declared invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remainder of such provision or of any other provisions of this Agreement.

20.4 Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California and, to the extent applicable, the rules and regulations of the FAA.

20.5 Remedies; Waiver. The rights and remedies set forth herein shall be cumulative and in addition to any other remedies which may be available under any other agreement between the parties or at law or in equity. The exercise of any remedy shall not be deemed to be an election of remedies. No waiver of any breach or default shall be construed as a continuing waiver of any provision or as a waiver of any other or subsequent breach of any

provision contained in this Agreement, and no waiver shall be binding unless executed in writing by the party making the waiver.

20.6 Modification. Except as otherwise provided in this Agreement, no change or modification of the terms or provisions of this Agreement shall be deemed valid unless in writing and signed by both parties.

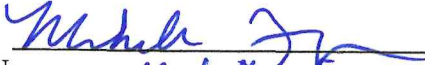
20.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

20.8 Attorneys' Fees. In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be awarded costs and reasonable attorneys' fees in the defense, prosecution, or appeal thereof as a part of the judgment eventuating in such action.

20.9 Time. Time shall be of the essence in complying with the terms, conditions, and provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TURO INC.

By: 
Print Name: Michelle Tang
Title: Chief Legal Officer & Secretary

By: 
Print Name: ANDREW HARNARD
Title: CEO

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

Burbank-Glendale-Pasadena Airport Authority

By: _____
Print Name: _____
Title: _____

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT "A"

DESIGNATED AREA



DESIGNATED AREA
(FACE-TO-FACE EXCHANGE)



EXHIBIT "B"

SELF-REPORT FORM

(Attached)

Peer-to-Peer Vehicle Sharing Services Report

FY 2022	Gross Revenue	Specific Exclusions	Reportable Revenue	Fees Due (10% of Reportable Revenue)
[Month]	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -

[illegible]

Date _____

EXHIBIT "C"

FAA GRANT AGREEMENT ASSURANCES - NONDISCRIMINATION

References in this Exhibit to "Contractor" shall be deemed to refer to Operator. References in this Exhibit to "Sponsor" shall be deemed to refer to the Authority. Contractor shall: (i) insert these provisions in each lower tier contract; (ii) incorporate the requirements of these provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services; and (iii) be responsible for compliance with these provisions by any subcontractor, lower-tier subcontractor, or service provider.

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, 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. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 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) including amendments thereto;

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 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 U.S.C. § 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 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 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, creed, sex, 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 including amendments thereto.

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.

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.

EXHIBIT "D"

FAA GRANT AGREEMENT ASSURANCES

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions, and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. **Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this Grant. Performance under this Grant Agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 - Section 403- 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. § 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. §§ 1681–1683 and 1685–1687.

- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91- 616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

Executive Orders

- a. Executive Order 11990 - Protection of Wetlands
- b. Executive Order 11988 – Flood Plain Management
- c. Executive Order 12372 - Intergovernmental Review of Federal Programs
- d. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures.

- e. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 - Airport Noise Compatibility Planning.
- g. 28 CFR Part 35- Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 - Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 - Contractors and Subcontractors on Public Building or Public Work Financed in Whole or Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally Assisted Contracting Requirements).¹
- m. 49 CFR Part 20 - New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 — Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. ^{1 2}
- q. 49 CFR Part 26 — Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 — Nondiscrimination on the Basis of Disability in Programs and Activities Receiving Federal Financial Assistance. ¹
- s. 49 CFR Part 28 — Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

- t. 49 CFR Part 30 - Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 — Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 — Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 - Seismic Safety.

Footnotes to Assurance C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee

all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706,

and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this Grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing,

lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the Sponsor will insert and enforce provisions requiring the contractor to:
 - 1) Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities

directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and

services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized

portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

- 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
- 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing

- 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil

Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant

a. Using the definitions of activity, facility and program as found and defined in 49 CFR 21.23 (b) and 21.23 (e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The ([**Selection Criteria: Name of Sponsor**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of Airport Sponsor Assurances (4/2025) Page 16 of 19 race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial

assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

- (1) Reinvestment in an approved noise compatibility project;

- (2) Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

- (3) Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;

- (4) Transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

- (5) Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the

Secretary. The Secretary shall give preference to the following, in descending order:

- (1) Reinvestment in an approved noise compatibility project;
- (2) Reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code;
- (3) Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code;
- (4) Transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
- (5) Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs,

as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline.

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA

as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).