



August 13, 2026

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

NOTICE is hereby given that a regular meeting of the Legal, Government and Environmental Affairs Committee will be held on Monday, August 17, 2026, at 8:30 a.m., in the Burbank Room of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

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

*Dial In: (701) 802-5334
Access Code: 2451017#*

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

REGULAR MEETING
OF THE
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
Burbank Room
Monday, August 17, 2026
8:30 a.m.



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

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

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



The following activities are prohibited:

- *Allocation of speaker time to another person.*
- *Video presentations requiring use of Authority equipment.*



Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Committee less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.



In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.

AGENDA

Monday, August 17, 2026

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes

a. June 1, 2026

[See page 1]

5. Items for Approval

a. Ratification of Temporary Construction Access Easement Agreement

[See page 3]

Staff seeks the recommendation of the Legal, Government and Environmental Affairs Committee ("Committee") to the Commission to ratify a proposed Temporary Construction Access Easement 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.

Due to the time schedule for HERC to complete its construction in coordination with the RPT schedule, the Executive Director executed the Agreement in advance of the Committee and Commission meeting. Subject to the recommendation of the Committee, this item has also been placed on the Commission agenda for consideration at its meeting immediately following the Committee meeting.

b. Approval of Amendment to the Noise Office Services Agreement
Envirosuite Inc.

[See page 4]

Staff seeks a Legal, Government and Environmental Affairs Committee recommendation to the Commission to approve 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.

- c. Award of Extension
Legislative Representation Services Contract

[See page 12]

Staff seeks a recommendation from the Legal, Government and Environmental Affairs Committee ("Committee") to the Commission 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").

As the Agreement with CPPG is scheduled to expire on August 30, 2026, this item has also been placed on the Commission meeting agenda immediately following the Committee's meeting for its consideration.

6. Items for Information

- a. Committee Pending Items

[See page 14]

- 7. Adjournment: To Monday, September 21, 2026, for the next regularly scheduled meeting of the Legal, Government and Environmental Affairs Committee, 2627 Hollywood Way, Burbank Room

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

MONDAY, JUNE 1, 2026

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 8:35 a.m., by Commissioner Gabel-Luddy.

1. ROLL CALL

Present: Commissioners Gabel-Luddy, Najarian and Lyon

Absent: None

Also Present: Perry Martin, Jacobs Sr. Program Manager

Authority Counsel: Terence Boga, Esq.,
Richards, Watson & Gershon

2. Approval of Agenda

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

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

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. May 18, 2026

The agenda packet included a draft copy of the May 18, 2026, Committee meeting minutes for review and approval.

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

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

5. Items for Approval

**a. Approval of License Agreement
Amendment -Temporary Water
Connection – City of Burbank**

Staff sought a Legal, Government and Environmental Affairs Committee recommendation to the Commission to approve the proposed Amendment No. 1 (“Amendment”) to the License Agreement with the City of Burbank for temporary access and use of the Authority’s property to

install potable and fire protection water connections to the Replacement Passenger Terminal at the entrance to the new terminal located at Hollywood Way and Winona Ave intersection.

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

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

Motion

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

Motion Approved

The motion was approved (3–0).

6. Items for Information

a. Committee Pending Items

The Committee briefly discussed the future pending items.

7. Adjournment

The meeting was adjourned at 8:42 a.m.

Adjournment: To Monday, June 15, 2026, for the next regularly scheduled meeting of the Legal, Government and Environmental Affairs Committee, 2627 Hollywood Way, Burbank Room.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
AUGUST 17, 2026**

**RATIFICATION OF TEMPORARY CONSTRUCTION
ACCESS EASEMENT AGREEMENT**

Presented by Thomas Henderson
Director, Business and Properties

SUMMARY

Staff seeks the recommendation of the Legal, Government and Environmental Affairs Committee ("Committee") to the Commission 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.

Due to the time schedule for HERC to complete its construction in coordination with the RPT schedule, the Executive Director executed the Agreement in advance of the Committee and Commission meeting. Subject to the recommendation of the Committee, this item has also been placed on the Commission agenda for consideration at its meeting immediately following the Committee meeting.

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.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
AUGUST 17, 2026**

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

Presented by Kyle Porter
Manager, Noise & Environmental Affairs

SUMMARY

Staff seeks a Legal, Government and Environmental Affairs Committee ("Committee") recommendation to the Commission to approve 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, formerly 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 setup 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 FY 2027 budget. The remaining amount of \$31,195 will be covered under Environmental Services account in FY 2027 budget.

STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission to approve 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: TOBY 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)



June 4, 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 Ideagen 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

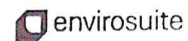
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Confidential Information

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www.ideagen.com



(•) CASPER



- 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

Ideagen
10000 Park Center Blvd, Suite 200
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**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
AUGUST 17, 2026**

**AWARD OF EXTENSION
LEGISLATIVE REPRESENTATION SERVICE CONTRACT**

Presented by Pamela Marcello
Senior Director, Government and Public Affairs

SUMMARY

Staff seeks a recommendation from the Legal, Government and Environmental Affairs Committee ("Committee") to the Commission 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").

As the Agreement with CPPG is scheduled to expire on August 30, 2026, this item has also been placed on the Commission meeting agenda immediately following the Committee's meeting for its consideration.

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

Staff recommends that the Committee recommend to the 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.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
AUGUST 17, 2026
COMMITTEE PENDING ITEMS**

Future

Tentative Presentation

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

TBD

**TEMPORARY CONSTRUCTION
ACCESS EASEMENT AGREEMENT**

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

THIS TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT ("Agreement") is dated August 11, 2026 for reference purposes and is executed by the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a California joint powers agency ("Authority"), and **HERC RENTALS INC.**, a Delaware corporation ("HERC").

RECITALS

- A. The Authority is the owner and operator of Hollywood Burbank Airport (officially known as the Bob Hope Airport) (the "Property"), a public land airport primarily located in Burbank, California.
- B. The Authority and 24/7 Studio Equipment, Inc. ("24/7 SEI") executed that certain lease dated January 17, 2006 ("Lease"), for property commonly known as 3111 Kenwood Street, Burbank, California ("Leased Premises").
- C. 24/7 SEI assigned the Lease to HERC (formerly known as Hertz Equipment Rental Corporation) pursuant to authorization granted by a December 6, 2010 Conditional Consent to Assignment of Lease executed by the Authority.
- D. The Authority and HERC have executed an April 20, 2026 Third Amendment to the Lease Agreement ("Third Amendment"), which requires HERC to construct and install a block wall (the "Block Wall Improvement Project") by October 1, 2026 in exchange for an extension of the Lease and a rental credit on the Leased Premises.
- E. The parties are executing this Agreement to provide for HERC's temporary access to the portions of the Property depicted on the attached Exhibit A ("Access Easement Area") for the purpose of constructing the Block Wall Improvement Project.

NOW, THEREFORE, the parties agree as follows:

1. Grant of Temporary Construction Access Easement.

A. Authorization. Subject to compliance with this Agreement and applicable law, HERC and its subcontractors, consultants, or representatives who are designated in writing to Authority (collectively, "HERC Designees") shall have the right to enter upon the Access Easement Area for the purpose of constructing and installing the Block Wall Improvement Project (collectively, "Authorized Activities"). The scopes of work for the Authorized Activities are set forth in the attached Exhibit B.

B. Construction of Replacement Passenger Terminal; Construction Coordination. HERC agrees that this grant of easement is subject to the construction of the Authority's Replacement Passenger Terminal ("RPT") and the work being performed by RPT Design-Builder Holder, Pankow, TEC - A Joint Venture ("HPT"). HPT, its employees, agents, representatives,

consultants, and subcontractors shall collectively be referred to as the "HPT Parties". Work at the RPT is being managed and coordinated by Jacobs Project Management Co., a wholly owned subsidiary of Jacobs Engineering Group, Inc. ("Jacobs"). Jacobs, its employees, agents, representatives, consultants, and subcontractors shall collectively be referred to as the "Jacobs Parties". HERC and HERC Designees shall coordinate with the Authority, Jacobs, and HPT regarding access to the Access Easement Area and shall provide the Authority, Jacobs and HPT with a proposed construction schedule for review and approval. HERC and HERC Designees shall follow all policies and procedures in place regarding RPT construction.

C. Required Entry Approvals and Training. HERC and its Designees shall make arrangements for entry to the Access Easement Area with Jacobs. HERC and HERC Designees shall evidence completion of any safety trainings that may be required by the Authority.

2. **Term.** This Agreement shall be effective upon execution and shall expire upon completion of the Block Wall Improvement Project. HERC shall provide written notice to the Authority of its completion of the Block Wall Improvement Project. The Authority shall have the option to review and inspect the Block Wall Improvement Project. HERC shall perform any additional work requested by the Authority to conform to the plans and specifications within Exhibit B or to fulfill the obligations within this Agreement. Following approval, the Authority shall provide written notice to HERC of its acceptance of the Block Wall Improvement Project. The date of the Authority's notice shall constitute the date of completion Block Wall Improvement Project. The Authority may terminate this Agreement for cause in the event of a breach by HERC or HERC Designees that is not cured within 10 days of notice from the Authority.

3. **Management and Disposal.** HERC and HERC Designees entering the Access Easement Area shall be responsible for management and disposal, in accordance with applicable laws, of any material extracted or removed from the Property in connection with the Authorized Activities. HERC shall be named as the generator on any waste manifests, as applicable. HERC shall not leave any investigation-derived waste or equipment on the Property. HERC shall not store or dispose of any substance, material or waste, whether solid, liquid or gas, that is designated by any government agency, or prohibited or regulated by any laws, as toxic, reactive, corrosive, ignitable, flammable, infectious, hazardous or otherwise a danger to human health or the environment, on or at the Property without the advance express written consent of the Authority.

4. **Damage, Repair and Restoration.** HERC and HERC Designees shall not damage or injure any persons or personal property in connection with access or use of the Access Easement Area or performance of the Authorized Activities. In the performance of any Authorized Activities, HERC shall make all reasonable efforts to avoid damage to the Property, including exploring and giving priority to any reasonable alternatives that avoid disturbing or causing damage to the Property or the Access Easement Area. In the event the Property is disturbed or damaged by the Authorized Activities, or any other act or omission of HERC or HERC Designees, then HERC shall, at its sole cost and expense, repair (or cause to be repaired) such damage and restore (or cause to be restored) the Property to a condition at least equal to the pre-construction condition and to the Authority's reasonable satisfaction. Following completion of the Block Wall Improvement Project, HERC, at its sole expense and cost, and pursuant to all laws, shall remove all personal property from the Access Easement Area, back-fill any exposed openings, level any disturbed ground and compact the soil to that level of stability equivalent to the remainder of the

Access Easement Area, re-pave affected areas (if applicable), and otherwise repair and restore the Property to the conditions that existed immediately preceding HERC's and HERC Designees' entry on the Access Easement Area, or as near to such conditions as is reasonably possible as determined by the Authority.

5. Non-Interference with Authority's Use or HPT Use. HERC and HERC Designees shall not injure or interfere with the use, occupation, or enjoyment of the Property by the Authority or those granted rights to the Property or the Access Easement Area under the Authority (including the HPT Parties, Jacobs Parties, tenants, subtenants, agents, employees, guests or invitees). HERC and HERC Designees shall not obstruct or block, without an equivalent alternative, any entry way, driveway or access way of the Authority or any HPT Party, Jacobs Party, tenant, subtenant, agent, employee, guest, or invitee who may have to access the Property during performance of the Authorized Activities.

6. Protection of Work and Property. HERC shall erect and properly maintain at all times, as reasonably required by the conditions and progress of the Block Wall Improvement Project, a temporary construction fence to separate any portion of the Access Easement Area, and any necessary safeguards, signs, barriers, lights, and security persons for the protection of HERC's workers, the Jacobs Parties, the Authority Parties (defined below) and the HPT Parties. In an emergency affecting the safety of life, the Property, the Block Wall Improvement Project, HERC or HERC Designees, without needing to first obtain any special instruction or authorization from the Authority, is permitted to act at its reasonable discretion to prevent such threatened loss or injury.

7. Reports. If requested, HERC shall provide the Authority with copies of all surveys and reports related to or arising from the Authorized Activities.

8. Indemnity. HERC shall indemnify, defend and hold harmless the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, California, and their respective officials, commissioners, officers, employees, agents, representatives, contractors, successors and assigns (individually, "Authority Party" and collectively, the "Authority Parties"), HPT, the HPT Parties, Jacobs, and the Jacobs Parties from and against claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including attorneys' fees and expenses and court costs) (collectively, "Claims") suffered, incurred or sustained by the Authority Parties, the Jacobs Parties, and the HPT Parties as a result of, by reason of, or in connection with the Authorized Activities or the entry by HERC or HERC Designees onto the Access Easement Area. Notwithstanding the foregoing, the provisions of this Section 8 shall not apply to any Claim which arises out of, results from or relates to the gross negligence, willful misconduct or material breach of this Agreement by the Authority Parties, the Jacobs Parties, or the HPT Parties.

9. Insurance.

A. At all times during the term of this Agreement and at its sole cost and expense, HERC shall (and shall also cause all HERC Designees performing the Authorized Activities to) maintain or cause to be maintained in effect the insurance coverage and limits of liability as provided in this Section ("Required Insurance"). In the event that HERC or HERC Designees fail to maintain or cause to be maintained any of the Required Insurance, the Authority shall have the

right, but not the obligation, to obtain some or all of the Required Insurance. In the event that the Required Insurance is not maintained and the Authority elects to maintain some or all of the Required Insurance, HERC shall pay to the Authority its share of the premiums for all Required Insurance maintained by the Authority within 10 days following the delivery to HERC of each written statement setting forth the amount of such premiums and the applicable premium period.

B. HERC shall maintain or cause to be maintained in effect insurance protecting the Authority, HPT, Jacobs and each Authority Party, HPT Party, and Jacobs Party from and against claims arising out of, resulting from or relating to the performance of the Authorized Activities, as follows:

i. General Liability Insurance. General liability insurance covering the Property and operations liability, ground hangar-keepers liability, garage-keeper's liability, personal injury liability, contractual liability, products and completed operations liability and independent contractors liability, all written on an occurrence basis in an amount not less than \$2,000,000 per occurrence with a combined single limit of \$2,000,000, for bodily injury and property damage, and, with respect to products and completed operations liability and personal injury liability, in the annual aggregate.

ii. Automobile Liability Insurance. Automobile liability insurance covering all owned, non-owned and hired vehicles written on an occurrence basis in an amount not less than \$2,000,000.00 combined single limit for each occurrence for bodily injury, death and property damage.

iii. Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance written in accordance with California statutory limits and employer's liability insurance in amounts not less than the following: (1) Bodily injury by accident - \$2,000,000 - each accident; (2) Bodily injury by disease - \$2,000,000 - policy limit; and (3) Bodily injury by disease - \$2,000,000 - each employee.

C. Policy Requirements. Each policy of Required Insurance shall be obtained from an insurance company, or pool of multiple insurance companies, each authorized to conduct business in California and having a rating of not less than A in A.M. Best's Insurance Guide and/or otherwise acceptable to the Authority. Prior to entering the Access Easement Area, HERC shall deliver to the Authority certificates of insurance issued by the insurance companies and evidencing that all Required Insurance has been obtained and is being maintained by HERC and/or its Designees together with copies of endorsements: (i) requiring the insurers to give to the Authority prior written notice of the cancellation or non-renewal of all of the Required Insurance; and (ii) with respect to the general liability, automobile liability, and employer's liability insurance, as required, naming (a) HERC or HERC Designee as Named Insured and (b) except for employer's liability insurance, the Authority and the Authority Parties, Jacobs and the Jacobs Parties, and HPT and the HPT Parties as additional insureds. All Required Insurance shall be primary insurance without right of contribution of any other insurance carried by or on behalf of the Authority and all policies shall be endorsed to this effect.

D. No Limitation on Liability. The Authority and HERC acknowledge and agree that the limits of liability provided in the Required Insurance shall in no event be considered as limiting the liability of HERC or HERC Designees under this Agreement.

E. Waivers of Subrogation Rights. All policies of Required Insurance, 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 Authority Party, HPT Party, or Jacobs Party.

10. **Limitations.** The Authority does not convey to HERC any right, title or interest in or to the Access Easement Area, but merely grants the specific and limited contractual rights and privileges herein set forth.

11. **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 regular business hours or by e-mail before or during 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 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. For purposes of this provision, the term "regular business hours" means the period from 8:00 a.m. PST to 5:00 p.m. PST on a non-holiday weekday.

If to Authority, to:

Burbank-Glendale-Pasadena Airport Authority
Attn: Business and Properties

before RPT Opening Date
2627 Hollywood Way
Burbank, California 95105

after RPT Opening Date
2827 N. Hollywood Way
Burbank, CA 91505

If to HERC, to:

HERC Rentals Inc.
27500 Riverview Center Blvd Suite 100
Bonita Springs, Florida 34134
Attn: Real Estate

12. **Assignment.** This Agreement may not be assigned by HERC, in whole or in part.

13. **Federal Requirements.** In performance of this Agreement, HERC agrees to follow the Federal Requirements attached as Exhibit B-1 to the Third Amendment, as may be amended from time to time.

14. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

15. Attorneys' Fees. In the event of any litigation between the parties to this Agreement with respect to any rights or obligations under this Agreement, the unsuccessful party to any such litigation shall pay to the successful party therein all costs and expenses, including court costs and reasonable attorneys' fees incurred therein by such successful party, which costs, expenses, and reasonable attorneys' fees shall be included in, and as a part of, any judgment rendered or settlement in such litigation.

16. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded.

17. Interpretation and Construction. Each of the parties has reviewed this Agreement and each has had the opportunity to have its respective counsel and any real estate advisors review and revise this Agreement.

18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the provision held to be invalid.

19. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy will be cumulative. The election of any one or more remedies will not constitute a waiver of the right to pursue other available remedies.

20. Entire Agreement. This Agreement is supplemental to and does not amend, or otherwise affect, the Lease. This Agreement contains the entire contract between the Authority and HERC on the access to the Access Easement Area for the Authorized Activities. This Agreement may be modified or amended only by a writing executed by the parties.

[Signatures on the Following Page]

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

HERC RENTALS INC., a Delaware corporation

By: Anne Marie Burchill
Print Name: Anne Marie Burchill
Title: Vice President
Date: 8/6/26

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

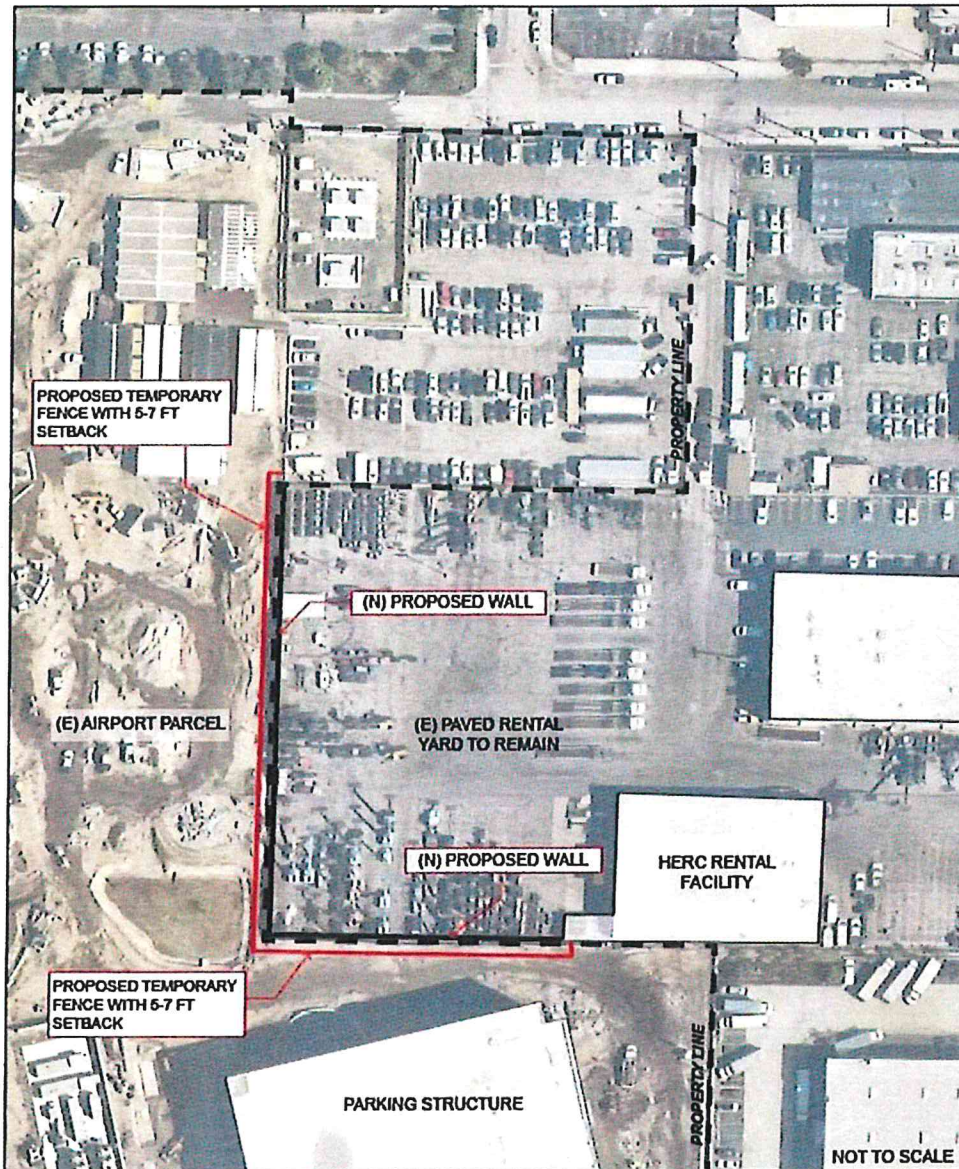
By: [Signature]
Print Name: John T. Hatanaka
Title: Executive Director
Date: August 11, 2026

Approved as to Form:

By: [Signature]
Richards, Watson, & Gershon
A Professional Corporation

EXHIBIT A

DEPICTIONS OF ACCESS EASEMENT AREA



HERC WALL
PROPOSED TEMPORARY
FENCE LINE

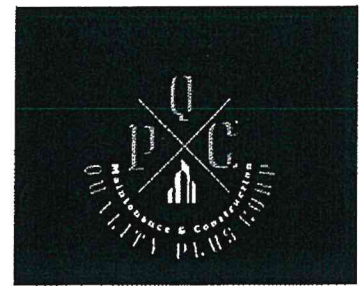


EXHIBIT B

SCOPES OF WORK FOR AUTHORIZED ACTIVITIES

[ATTACHED.]

Quality Plus Corp
1787 Pomona Rd Ste C
Corona, CA 92878-4312 USA
9516258254

**ADDRESS**

OU Herc Rentals US
27500 Riverview Centre Blvd
Bonita Springs, FL 34134

SHIP TO

OU Herc Rentals US
3111 North Kenwood Street
Burbank, CA 91505

Estimate QP-9311**DATE 07/10/2026**

ACTIVITY	DESCRIPTION	QTY	AMOUNT
Task	Burbank Airport Masonry Wall Project - Design Build Proposal - Remove APPROX. 630' lineal feet of existing chain-link fence. Grub/remove palm tree stumps and palm tree roots. Remove cut and cap existing irrigation lines/valves. * Disposal included. Provide temporary fence and portable sanitation for the duration of the project Excavate 72" wide by 12" deep 600' lineal foot footing haul away excess dirt. Saw cut demo and haul away existing asphalt on Herc side in order to build footing. Dig around existing light footing foundations. Compact native footing floor to 90% compaction. Place (10) #4 bars horizontal in footing continuous. Place #5 vertical "L" bars alternating direction @ 16" O.C Approximately 600' lineal feet. Pour footing, wet set first coarse of 8x8x16 common Precision block. Waterproof Herc side wall 3ft high max. Build wall per plan using Common / Precision block 8x8x16. Place horizontal bond beam bars per plan. Grout wall per plan and schedule of city inspector. Place and finish approx. 2,400 square feet of 4" 3,000psi concrete on Herc side to patch back to existing asphalt disturbed for footing construction.	1	815,000.00

ACTIVITY	DESCRIPTION	QTY	AMOUNT
	Includes: Prevailing Wage / DIR reporting and compliance included on all trades. -		
Task	Prep and apply 3-coats of VANDLGAURD anti-graffiti coating to new common block wall on Airport side of property only. Apply 6,000' square feet per coat. * No pre-plaster or paint application to be applied prior to spraying of anti-graffiti paint. -	1	40,000.00
Task	A&E: Engineering/Layout/Design Build/Soil Engineering Reporting/Special Inspections/Deputy Inspector -	1	45,000.00
Task	Soil Testing / Native Soil (Budget Only) Estimate is based on reusing existing soils for over-excavation and backfill. If site soils unsuitable for structure fill by the Design engineer, it is estimated to provide and install up to 300 tons of suitable fill material. Transport and dispose/recycle excavated soil on or offsite. * This line item may not be necessary. -	1	25,000.00
Task	Engineering/Design Build/Civil Engineering Layout/Plans/Submittals/Special Inspections/Permits: -	1	55,000.00
	Exclusions: - Shoring or engineered systems. - Dewatering. - Traffic control beyond normal access. - Waterproofing, caps, fencing, or finishes not shown on plans - Unusual site constraints or restricted access. - Finishes on Airport Side of wall not listed on the plans or proposal. - Bonding -		

TOTAL

\$980,000.00

Accepted By

Accepted Date

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.

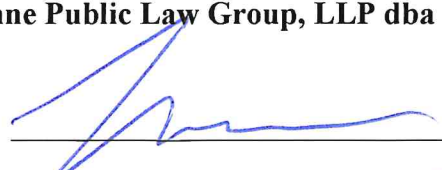
18. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or 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: _____

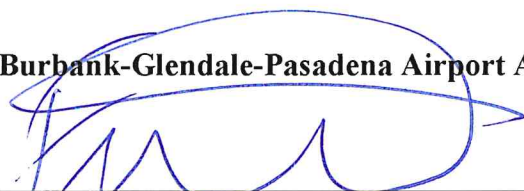
Print Name: Jonathan V. Holtzman

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.

###

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.