September 17, 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, September 21, 2026, 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

2627 N. Hollywood Way • Burbank, California 91505 • (818) 840-8840 • Fax: (818) 848-1173

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of September 21, 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.

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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.***

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The following activities are prohibited:

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

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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.

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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.

<u>A G E N D A</u>

Monday, September 21, 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) August 5, 2026

      2) Operation and Development Committee

         (i) July 20, 2026 ***[See page 5]***

      3) Finance and Administration Committee

         (i) July 20, 2026 ***[See page 8]***

      4) Legal, Government and Environmental Affairs Committee

         (i) June 1, 2026 ***[See page 12]***

   b. Commission Minutes

      1) August 24, 2026 ***[See page 14]***

      2) August 17, 2026 ***[See page 16]***

   c. Approval of On-Site Commercial Activities Permit Template ***[See page 28]***

   d. Amendment No. 1 to Boingo LLC ***[See page 40]***
      DAS & WIFI Concession Agreement

   e. Award of Purchase Order ***[See page 47]***
      Interactive Employee Training Database Upgrade

6. ITEMS FOR COMMISSION APPROVAL

   a. Amendment to Lease Nos. LCA01775 & LCA02701 ***[See page 49]***
      General Services Administration

   b. Terminal Space Lease ***[See page 51]***
      General Services Administration

   c. Burbank Living Wage Ordinance Support Letter ***[See page 53]***

7. ITEMS FOR COMMISSION DISCUSSION

   a. Committee Membership Rules and Operation Guidelines ***[See page 55]***

   b. Retail Concession Worker Retention ***[See page 64]***

8. ITEMS FOR COMMISSION INFORMATION

   a. State Legislative Representation Services Contract Update

   b. Implementation of Common Use Facility Policy

   c. Production Schedule for Airport History Book ***[See page 71]***

   d. Replacement Passenger Terminal Construction Update

9. CLOSED SESSION

   a. PUBLIC EMPLOYEE APPOINTMENT
      (California Government Code Section 54957(b))
      Title: Executive Director

10. ITEMS PULLED FOR DISCUSSION

11. EXECUTIVE DIRECTOR COMMENTS

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

13. PUBLIC COMMENT

14. ADJOURNMENT: To October 19, 2026, for the next regularly scheduled meeting of the Burbank-Glendale-Pasadena Airport Authority, 2827 N Hollywood Way, Airport Skyroom

COMMISSION NEWSLETTER

Monday, September 21, 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 August 5, 2026; a copy of the approved minutes of the Operations and Development Committee meeting of July 20, 2026; a copy of the approved minutes of the Finance and Administration Committee meeting of July 20, 2026; and a copy of the approved minutes of the Legal, Government and Environmental Affairs Committee meeting of June 1, 2026, are included in the agenda packet for information purposes.

b. COMMISSION MINUTES. Draft copies of the August 24, 2026, and August 17, 2026, Commission meeting minutes are included in the agenda packet for review and approval.

c. APPROVAL OF ON-SITE COMMERCIAL ACTIVITIES PERMIT TEMPLATE. A staff report is included in the agenda packet. At its meeting on August 17, 2026, the Finance and Administration Committee Voted (2–0, 1 absent) to recommend that the Commission approve an On-Site Commercial Activities Permit ("OSCAP") template and authorize the Executive Director to award an OSCAP to each company that provides support services for airlines operating at the Airport.

d. AMENDMENT NO.1 TO BOINGO LLC DAS & WIFI CONCESSION AGREEMENT. A staff report is included in the agenda packet. At its meeting on August 17, 2026, the Finance and Administration Committee voted (2–0, 1 absent) to recommend that the Commission approve Amendment No.1 ("Amendment") to the DAS & Wi-Fi Concession Agreement, dated April 21, 2025, with Boingo LLC ("Boingo"). Boingo is the selected provider for the Cellular Carrier Neutral Host Distributed Antenna System and Public Wireless System, commonly referred to as "DAS-WIFI System" being installed at the Replacement Passenger Terminal. The proposed Amendment clarifies the calculation of the Minimum Annual Guarantee in the Agreement.

e. AWARD OF PURCHASE ORDER – INTERACTIVE EMPLOYEE TRAINING DATABASE UPGRADE. 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 authorize the issuance of a Purchase Order to the American Association of Airport Executives for revisions to the proprietary Interactive Employee Training system in use at the airport for required safety and security training. The lump sum cost for the revisions to incorporate the changes related to the cutover to the Replacement Passenger Terminal ("RPT") is $162,950.

6. ITEMS FOR COMMISSION APPROVAL

a. AMENDMENT TO LEASE NOS. LCA01775 & LCA02701 GENERAL SERVICES ADMINISTRATION. A staff report is included in the agenda packet. Staff seeks Commission approval of proposed Lease Amendments ("Amendments") with the General Services Administration ("GSA"). As of the preparation of this report, GSA has not indicated whether it will accept new language stating that the diversity, equity, and inclusion ("DEI") clause is incorporated pursuant to, and is subject to the validity of, Executive Order No. 14398. In the interest of avoiding an interruption of the existing leases with GSA, Staff requests that the Commission approve execution of the Amendments with the new DEI clause language if it is accepted by GSA, and approve execution of the Amendments as originally presented if GSA does not accept that new language.

b. TERMINAL SPACE LEASE – GENERAL SERVICES ADMINISTRATION. A staff report is included in the agenda packet. Staff seeks Commission approval of a revised new Terminal Space Lease ("Lease") with the United States of America, acting through the General Services Administration on behalf of the Transportation Security Administration for 4,379 square feet of exclusive office space at the Replacement Passenger Terminal. The proposed new Lease now has language stating that the diversity, equity, and inclusion clause is incorporated pursuant to, and is subject to the validity of Executive Order No. 14398.

c. BURBANK LIVING WAGE ORDINANCE SUPPORT LETTER. A staff report is included in the agenda packet. At its special meeting on September 8, 2026, the Commission directed Staff to agendize an item for consideration of a letter to the Burbank City Council supporting the adoption of a living wage ordinance.

7. ITEMS FOR COMMISSION DISCUSSION

a. COMMITTEE MEMBERSHIP RULES AND OPERATION GUIDELINES. A staff report is included in the agenda packet. Staff seeks direction on a potential update of the Commission's committee membership rules and operation guidelines.

b. RETAIL CONCESSION WORKER RETENTION. A staff report is included in the agenda packet. At its special meeting on September 8, 2026, the Commission directed staff to agendize an item for an update on worker retention for the Replacement Passenger Terminal ("RPT") retail concession program. Marshall Retail Group, the concessionaire for the RPT retail concession program, submitted evidence of a labor peace agreement as required by the Commission and has exceeded the requirements of the concession agreement's worker retention policy.

8. ITEMS FOR COMMISSION INFORMATION

a. STATE LEGISLATIVE REPRESENTATION SERVICES CONTRACT UPDATE. No staff report attached. At its meeting of August 17, 2026, the Commission requested the item to consider extending the agreement for an optional one-year term with California Public Policy Group ("CPPG") be brought back for further discussion. Since that meeting, the contract with CPPG has expired. Staff will outline a proposed timeline through a Request for Proposal process to retain state legislative representation services.

b. IMPLEMENTATION OF COMMON USE FACILITY POLICY. No staff report attached. The Authority has in place at the current terminal a “Joint and Common Use Facility Policy” which is under the Airport Rules and Regulations Manual. The purpose of this policy is to allocate assets of the terminal fairly amongst the airlines based on the type of agreement each has with the Authority, i.e., Airport Use Agreement (“AUA”) versus a 30-day Operating Permit. One of the changes under the Replacement AUA for the Replacement Passenger Terminal is the facility will be operated as a fully Common-Use Facility, ticketing counters, check-in kiosks, gates and associated hold rooms, baggage make up positions, baggage claim carousels, as well as flight information and baggage information displays are Common-Use Facilities that will be allocated to the airlines based on schedule and type of Agreement with the Authority. Attached is the final version of the policy that will go into effect on October 13, 2026, with the relocation to the RPT. This document is the result of numerous meetings with the airlines and internally amongst Staff to ensure equitable allocation of facilities, including time of use of those facilities, with the Authority maintaining final control through its Executive Director. This is an information item with the document scheduled to be distributed to the airlines serving the RPT.

c. PRODUCTION SCHEDULE FOR AIRPORT HISTORY BOOK. No staff report attached. A production schedule for the publication of the Airport History Book is attached for Commission information.

d. 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.

Approved on September 2, 2026

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

WEDNESDAY, AUGUST 5, 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 9:07 a.m., by Commissioner Hampton.

1. **ROLL CALL**

Present:	Commissioners Hampton, Ovrom, and Quintero
Absent	None
Also Present:	Staff: John Hatanaka, Executive Director; Nerissa Sugars, Senior Director, Communications and Air Service; Scott Kimball, Deputy Executive Director, Business Development; Kathy David, Senior Deputy Executive Director; Patrick Lammerding, Deputy Executive Director, Operations, Security, and SMS Roger Johnson, Executive Program Manager; Perry Martin, Sr. Program Manager, Jacobs Project Management Co. Stephen Chavez, Chief Creative Officer, Anyone Collective LLC Authority Counsel: Terence Boga, Esq., Richards, Watson & Gershon
2. Approval of Agenda	
Motion	Commissioner Quintero moved approval of the agenda; seconded by Commissioner Ovrom.
Motion Approved	The motion was approved (3-0).
3. Public Comment	There were no public comments.
4. Approval of Minutes	
a. July 1, 2026	The agenda packet included a draft copy of the July 1, 2026, Committee meeting minutes for review and approval.
Motion	Commissioner Quintero moved approval of the minutes; seconded by Commissioner Ovrom.
Motion Approved	The motion was approved (3-0).

5. **Items for Approval**

a. **Second Amendment to Professional Services Agreement - Airport Marketing Consultant Services**	Staff sought an Executive Committee recommendation to the Commission to 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.
Motion	Commissioner Quintero moved approval of the recommendation, seconded by Commissioner Ovrom.
Motion Approved	The motion was approved (3-0).
b. **Fourth Amendment to Lease Agreement - Herc Rentals, Inc.**	Staff sought an Executive Committee recommendation to the Commission to approve a proposed Amendment No. 4 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.
Motion	Commissioner Quintero moved approval of the recommendation, seconded by Commissioner Ovrom.
Motion Approved	The motion was approved (3-0).
c. **Approval of Electrical Interconnection & Metering Agreement - City of Burbank**	Staff sought an Executive Committee recommendation to the Commission to approve an Electrical Interconnection & Metering Agreement with the City of Burbank to interconnect and operate Solar Electrical Generating Facilities at the Replacement Passenger Terminal.
Motion	Commissioner Quintero moved approval of the recommendation, seconded by Commissioner Ovrom.
Motion Approved	The motion was approved (3-0).

d. Approval of Contractor Change Request (CCR-00094) for Temporary Power and Third-Party QC Inspection Impacts Replacement Passenger Terminal Project	Staff sought an Executive Committee recommendation to the Commission to 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.
Motion	Commissioner Quintero moved approval of the recommendation, seconded by Commissioner Ovrom.
Motion Approved	The motion was approved (3-0).

6. Items for Information

a. Replacement Passenger Terminal Project Construction Update	Jacobs Project Management provided a construction update and the latest progress video.
b. Replacement Passenger Terminal Project Concession Update	Jacobs Project Management provided a concessions update.
c. Replacement Passenger Terminal Project ADA Update	Jacobs Project Management provided an update on the ADA-compliant kiosk in the Replacement Passenger Terminal.
d. Committee Pending Items	Staff informed the Committee of future pending items that will come to the Committee for review.

7. Closed Session

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION **Initiation of Litigation (California Government Code Section 54956.9(d)(4)): 1 potential case**	The Committee recessed to closed session at 10:39 a.m., returning to open session at 11:00 a.m. with no reportable action.

8. Adjournment

The meeting adjourned at 11:01 a.m.

Adjournment: To Wednesday, September 2, 2026, for the next regularly scheduled meeting of the Executive Committee, 2627 N. Hollywood Way, Airport Skyroom.

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

MONDAY, JULY 20, 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 8:35 a.m., by Commissioner Asatryan.

1. **ROLL CALL**

Present:	Commissioners Hampton (arrived at 8:42 a.m.) Talamantes, Asatryan
Absent:	None
Also Present:	Staff: John Hatanaka, Executive Director; Mary Lugo, Sr. Manager, Maintenance Department; Stephanie Gunawan-Piraner, Deputy Executive Director, Planning and Development; Vincent Nguyen, PE, Director of Engineering

2. **Approval of Agenda**

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

3. **Public Comment** — There were no public comments.

4. **Approval of Minutes**

a. June 15, 2026	The agenda packet included a draft copy of the June 15, 2026, Committee meeting minutes for review and approval.
Motion	Commissioner Talamantes moved approval of the minutes; seconded by Commissioner Hampton.
Motion Approved	The motion was approved (3-0).

5. Items for Approval

a. Approval of Amendment No. 1 Landscape Maintenance Services Agreement

Staff sought a recommendation from the Operations and Development Committee to the Commission for approval of a proposed Amendment No. 1 ("Amendment") to the Landscape Maintenance Services Agreement ("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 landscaping 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.

Motion

Commissioner Asatryan moved approval; seconded by Commissioner Hampton.

Motion Approved

The motion was approved (3-0).

b. Approval of Amendment No. 2 and Task Order Allowance Janitorial Services Agreement C&W Facility Services, Inc.

Staff sought a recommendation from the Operations and Development Committee to the Commission for approval of:

1. A proposed Amendment No. 2 ("Amendment") to the Janitorial Services 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. 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.

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.

Motion

Commissioner Asatryan moved approval; seconded by Commissioner Talamantes.

Motion Approved

The motion was approved (3-0).

c. Approval of Amendment No. 1 Professional Services Agreement Taxiway A and C Extension Design Services

Staff sought an Operations and Development Committee recommendation to the Commission to approve a proposed Amendment No. 1 ("Amendment") to the Professional Services Agreement ("PSA") 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.

Motion

Commissioner Hampton moved approval; seconded by Commissioner Talamantes.

Motion Approved

The motion was approved (3-0).

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 9:05 a.m.

Adjournment: To August 17, 2026, for the next regularly scheduled meeting of the Operations and Development Committee, 2627 N Hollywood Way, Airport Skyroom.

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

MONDAY, JULY 20, 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 11:58 a.m., by Commissioner Wilson.

1. ROLL CALL	
Present:	Commissioners Wilson, Ovrom and Quintero
Absent:	None
Also Present:	Staff: John Hatanaka, Executive Director; Kathy David, Senior Deputy Executive Director; David Kwon, Deputy Executive Director, Finance and Administration; Scott Kimball, Deputy Executive Director, Business Development; Lanna Aguilera, Director, Procurement; Derrick Cheng, Manager, Business & Properties
2. Staff Announcement: AB 23	The Executive Director announced that, as a result of the convening of this meeting of the Finance and Administration Committee, each Committee member in attendance is entitled to receive and shall be provided $200.
3. Approval of Agenda	The agenda was approved as presented.
Motion	Commissioner Ovrom moved approval; seconded by Commissioner Quintero.
Motion Approved	The motion was approved (3–0).
4. Public Comment	There were no public comments.
5. Approval of Minutes	
a. June 15, 2026	A draft copy of the minutes of the meeting of June 15, 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 (3–0).
6. Treasurer's Report	
a. May 2026	A draft copy of the May 2026 Treasurer's Report was included in the agenda packet for the Committee's

review.

Motion Commissioner Quintero moved approval to recommend that the Commission note and file the Treasurer's Report; seconded by Commissioner Ovrom.

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

7. **Items for Approval**

   a. **Amendment No. 1 to Space Lease American National Red Cross**

   Staff presented to the Committee for recommendation to the Commission to approve a proposed Amendment No. 1 to Space Lease ("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.

   Motion Commissioner Quintero moved approval; seconded by Commissioner Ovrom.

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

   b. **Non-Exclusive Peer-to-Peer Vehicle Sharing License Agreement**

   Staff presented to the Committee for recommendation to the Commission for approval a proposed Non-Exclusive Peer-To-Peer Vehicle Sharing License Agreement 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.

   Motion Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

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

   c. **Amendment to Lease Nos. LCA01775 & LCA02701**

   Staff presented to the Committee for recommendation to the Commission for approval of 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.

   Motion Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

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

d. Award of Contract – Synect – RPT Digital Display	Staff presented to the Committee for recommendation to the Commission for approval 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.
Motion	Commissioner Ovrom moved approval; seconded by Commissioner Quintero.
Motion Approved	The motion was approved (3–0).
e. Approval of Copier Lease and Maintenance Services Purchase Order – Canon U.S.A., Inc.	Staff presented to the Committee for recommendation to the Commission for approval of 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 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. This proposal supports the Airport's operational, fiscal, and sustainability objectives by implementing a centralized printing strategy that reduces the number of individual desktop printers and creates a standardized printing environment for Airport staff and related users. The agreement includes a 60-month lease beginning September 1, 2026, at a cost of $5,210.96 per month, plus applicable taxes. Maintenance services, including toner, labor, and parts, will be billed separately based on actual printing usage, with no minimum monthly maintenance charges.
Motion	Commissioner Ovrom moved approval; seconded by Commissioner Quintero.
Motion Approved	The motion was approved (3–0).
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 11:42 a.m.

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

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.

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

MONDAY, AUGUST 24, 2026

A special meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order on this date in the Pasadena Room, Marriott Burbank Airport Hotel, 2500 N. Hollywood Way, Burbank, California, at 9:00 a.m., by President Hampton.

1. **ROLL CALL**

Present:	Commissioners Hampton, Quintero, Ovrom, Gabel-Luddy, Talamantes, Brotman, Wilson (arrived 9:01 a.m.), Asatryan (arrived 9:02 a.m.), Lyon (arrived 9:10 a.m.)
Absent:	None
Also Present:	Terence Boga, Counsel, Richards Watson & Gershon Rod Dinger, ADK Consulting & Executive Search

2. **PLEDGE OF ALLEGIANCE** — Commissioner Hampton led the Pledge of Allegiance.

3. **APPROVAL OF AGENDA** — The agenda was approved as presented.

Motion — Commissioner Ovrom moved approval of the agenda; seconded by Commissioner Gabel-Luddy.

Motion Approved — The motion was approved (9–0).

AYES:	Hampton, Quintero, Ovrom Gabel-Luddy, Talamantes, Brotman, Wilson, Asatryan, Lyon
NOES:	None
ABSENT:	None

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. CLOSED SESSION

a. PUBLIC EMPLOYEE APPOINTMENT
(California Government Code Section 54957(b))
Title: Executive Director

NOTE: There was nothing to report from Closed Session.

6. COMMISSIONER COMMENTS
(Commissioners may make a brief announcement, report on their activities, and request an agenda item for a future meeting.) None

7. ADJOURNMENT The meeting was adjourned at 12:00 p.m.

Adjournment: To September 8, 2026, for a special meeting of the Burbank-Glendale-Pasadena Airport Authority – 2627 N Hollywood Way, Airport SkyRoom.

Tyron Hampton, President	Bud Ovrom, Secretary
Date	Date

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

MONDAY, AUGUST 17, 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 Vice President Quintero.

1. **ROLL CALL**

Present:	Commissioners Quintero, Brotman, Asatryan, Ovrom, Lyon, Talamantes, Wilson, Gabel-Luddy
Absent:	Commissioner Hampton
Also Present:	Staff: John Hatanaka, Executive Director; David Kwon, Deputy Executive Director, Finance and Administration; Scott Kimball, Deputy Executive Director, Business Development; Stephanie Gunawan-Piraner, Deputy Executive Director, Planning & Development; Nerissa Sugars, Director, Communications and Air Service; Lanna Aguilera, Director, Procurement; Kyle Porter, Manager, Noise & Environmental Affairs; Mary Lugo, Assistant Manager, Maintenance Operations;
	Roger Johnson, Jacobs Program Management Co.; Perry Martin, Sr. Program Manager, Jacobs Project Management Co.
	Stephen Chavez, Chief Creative Officer, Anyone Collective
	Chelsea Straus, Counsel, Richards Watson Gershon
2. **PLEDGE OF ALLEGIANCE**	Commissioner Talamantes led the Pledge of Allegiance.
3. **APPROVAL OF AGENDA**	The agenda was approved as presented.
Motion	Commissioner Gabel-Luddy moved approval of the agenda; seconded by Commissioner Asatryan.

Motion Approved	The motion was approved (8–0, 1 absent).
	AYES: Quintero, Brotman, Asatryan, Ovrom, Lyon, Talamantes, Wilson, Gabel-Luddy
	NOES: None
	ABSENT: Hampton

4. **PUBLIC COMMENT**
(Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.) 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) July 1, 2026	Approved minutes of the July 1, 2026, Executive Committee meeting were included in the agenda packet for information purposes.

2) Operations and Development Committee

(i) June 15, 2026	Approved minutes of the June 15, 2026, Operations and Development Committee meeting were included in the agenda packet for information purposes.

3) Finance and Administration Committee

(i) June 15, 2026	Approved minutes of the June 15, 2026, Finance and Administration Committee meeting were included in the agenda packet for information purposes.

b. Commission Minutes

1) July 20, 2026	A draft copy of the minutes of the Commission meeting of July 20, 2026, were included in the agenda packet for review and approval.

c. **Treasurer's Report**

1) May 2026	At its meeting on July 20, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission notes and file these reports.
d. Award of Extension – Legislative Representative Service Contract	At the request of Commissioner Brotman and Commissioner Asatryan, this item was pulled for further discussion and will be presented at the next regularly scheduled Commission meeting.
e. Approval of Amendment No. 1 Professional Services Agreement Taxiway A and C Extension Design Services	At its meeting on July 20, 2026, the Operations and Development Committee voted (3–0) to recommend that the Commission approve Amendment No. 1 ("Amendment") to the Professional Services Agreement ("PSA") 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	At its meeting on July 20, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve Amendment No. 1 to Space Lease ("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.	At its meeting on July 20, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission approve a Non-Exclusive Peer-To-Peer Vehicle Sharing License Agreement 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.

h. Amendment to Lease Nos. LCA0775 & LCA02701 General Services Administration

At the request of Commissioner Brotman, this item was pulled for further discussion and will be presented at a special Commission meeting scheduled for September 8, 2026.

i. Fourth Amendment to Lease Agreement – HERC Rentals, Inc.

At its meeting on August 5, 2026, the Executive Committee voted (3–0) to recommend that the Commission approve 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. Award of Temporary Construction Access Easement Agreement

At its meeting on August 17, 2026, immediately preceding the Commission meeting, the Legal, Government and Environmental Affairs Committee voted (3–0) to recommend that the Commission approve the ratification of a Temporary Construction Access Easement Agreement executed by the Executive Director 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 USA, Inc.

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., ("Canon") 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.

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.

l. **Approval of Electrical Interconnection & Meeting Agreement – City of Burbank**

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**

At the request of Commissioner Brotman, this item was pulled for further discussion under Item No. 9 Items Pulled for Discussion.

n. **Ratification of Contingency Utilization Security Screening Checkpoint Equipment Transportation and Installation**

Staff presented for ratification by the Commission, 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**

At its meeting immediately preceding the Commission meeting, the Operations and Development Committee voted (2–0, 1 absent) to approve 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.

Motion — Commissioner Gabel-Luddy moved approval of the Consent Calendar (except Item Nos. 5.d., 5.h., and 5.m.); seconded by Commissioner Asatryan.

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

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

NOES: None

ABSENT: Hampton

6. ITEMS FOR COMMISSION APPROVAL

a. Approval of Amendment No. 1 Landscape Maintenance Services Agreement

At its meeting on July 17, 2026, the Operations and Development Committee voted (3–0) to recommend that the Commission approve Amendment No. 1 ("Amendment") to the Landscape Maintenance Services Agreement ("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 landscaping 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.

Motion — Commissioner Wilson moved approval; seconded by Commissioner Brotman.

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

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

NOES: None

ABSENT: Hampton

b. Approval of Amendment No. 2 and Task Order Allowance Janitorial Services Agreement – C&W Facility Services, Inc.

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") to the Janitorial Services 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.

Motion Commissioner Wilson moved approval; seconded by Commissioner Gabel-Luddy.

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

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

NOES: None

ABSENT: Hampton

c. Award of Replacement Contract Envirosuite

At its meeting on August 17, 2026, immediately preceding the Commission meeting, the Legal, Government and Environmental Affairs Committee voted (3–0) to recommend that the Commission approve 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, an approximate 9% contingency or $10,000 contingency for unforeseen conditions for a total not-to-exceed amount of $116,195 was approved.

Motion Commissioner Ovrom moved approval; seconded by Commissioner Brotman.

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

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

NOES: None

ABSENT: Hampton

d. Second Amendment to Professional Services Agreement – Airport Marketing Consultant Services

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.

Motion Commissioner Ovrom moved approval; seconded by Commissioner Lyon.

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

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

NOES: None

ABSENT: Hampton

e. Digital Content Management System Support and Services Agreement

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.

Motion

Commissioner Asatryan moved approval; seconded by Commissioner Talamantes.

Motion Approved

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

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

NOES: None

ABSENT: Hampton

f. Approval of Contractor Change Request (CCR-0094) for Temporary Power and Third-Party QC Inspection Impacts – Replacement Passenger Terminal

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 ("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 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.

Motion	Commissioner Ovrom moved approval; seconded by Commissioner Wilson.
Motion Approved	The motion was approved (7–1, 1 absent).
	AYES: Quintero, Brotman, Asatryan, Ovrom, Lyon, Wilson, Gabel-Luddy
	NOES: Talamantes
	ABSENT: Hampton

7. ITEMS FOR COMMISSION INFORMATION

a. Commission Procurement Training	Staff presented a procurement training presentation to the Commission. This training is required by the FAA for commissioners and airport sponsors managing FAA-funded projects. Such procurement training and compliance are critical to maintaining eligibility under the Airport Improvement Program (AIP) and related grant rules.
b. Replacement Passenger Terminal Construction Update	Staff provided an update on the progress of the construction of the Replacement Passenger Terminal.
c. Replacement Passenger Terminal Concessions Update	Staff provided an update on the progress of the concessions of the Replacement Passenger Terminal.
d. Replacement Passenger Terminal American with Disabilities Act (“ADA”) Update	Staff provided an update on the ADA program in the Replacement Passenger Terminal.

8. CLOSED SESSION	The meeting convened to Closed Session at 11:28 a.m.

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

Meeting reconvened to Open Session	The meeting was reconvened to open session at 12:00 p.m. with all Commissioners present.
Closed Session Report	There was nothing to report from Closed Session.

NOTE: The Executive Director informed the Commission that Item No. 5.h. would be presented for approval at a special Commission meeting scheduled for September 8, 2026. Item No. 5.d. will be rescheduled to the regularly scheduled Commission meeting on September 21.

9. ITEMS PULLED FOR DISCUSSION

5.m. Flash Parking, Inc. and Blink Network, LLC – Software Subscription and End User Agreements

At its meeting immediately preceding the Commission meeting, the Operations and Development Committee voted (2–0, 1 absent) to recommend that the Commission approve an annual subscription agreement with Flash Parking, Inc. for the Flash OS platform which is required to operate and manage the Authority's new Parking Access and Revenue Control System. The first-year cost of $27,427 will be paid by the Authority's design-builder, Holder, Pankow, TEC – A Joint Venture (HPTJV). The Authority will pay future annual subscription fees, subject to increases of up to 5% per year.

Also recommended for approval: an agreement with Blink Network, LLC, that establishes administrative access and identifies the Authority's primary contacts for use of the Blink Charging Station Network Platform. Blink will receive 10% of EV charging session fees and an annual subscription fee of $240 per charging port. Based on the 299 installed charging ports, the annual subscription cost is approximately $71,760.

Motion

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

Motion Approved

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

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

NOES: None

ABSENT: Hampton

10. EXECUTIVE DIRECTOR COMMENTS

- Listed those items which will be presented at the special Commission meeting on September 8, 2026;
- TSA has approved a Law Enforcement Officer Reimbursement program effective September 1, 2026, with an annual allocation of $164,250;
- In response to the situation at LaGuardia Airport wherein a fire truck was involved in a collision with arriving aircraft, the FAA has issued a grant in the amount of $162,308 to Hollywood Burbank Airport for Vehicle Movement Transponders. This will enable Air Traffic Control to identify vehicle movement on the ground.

11. COMMISSIONER COMMENTS
(Commissioners may make a brief announcement, report on their activities, and request an agenda item for a future meeting.)
Commissioner Asatryan requested an update on the Airport History book.

12. PUBLIC COMMENT - None

13. ADJOURNMENT The meeting was adjourned at 12:25 p.m.

Adjournment: To September 8, 2026, for a special meeting of the Burbank-Glendale-Pasadena Airport Authority – 2627 N Hollywood Way, Airport SkyRoom.

Tyron Hampton, President	Bud Ovrom, Secretary
Date	Date

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2026**

APPROVAL OF ON-SITE COMMERCIAL ACTIVITIES PERMIT TEMPLATE

Prepared by
Thomas J. Henderson
Director of Business & Properties

SUMMARY

At its meeting on August 17, 2026, the Finance and Administration Committee ("Committee") voted (2–0, 1 absent) to recommend that the Commission approve an On-Site Commercial Activities Permit ("OSCAP") template, copy attached, and authorize the Executive Director to award an OSCAP to each company that provides support services for airlines operating at the Airport.

BACKGROUND

There are currently several companies operating at the Airport to provide support services for airlines, but with whom the Authority has no direct contract. These include, primarily, service providers to the airlines (such as sky cap, fleet cleaning, catering, and ground support equipment services). The activities of these service providers may occasionally result in violations of the Airport Rules and Regulations, damage to Airport property, or other incidents. While the Authority is able to seek remedy under the Authority's contract with the sponsoring airline, the establishment of a direct relationship via the proposed permit would provide the Authority a more efficient route to hold the responsible party accountable.

The OSCAP will be issued to companies that provide support services to airlines that have a direct contractual relationship with the Authority. This permit identifies the terms for the permittee conducting operations at the Airport, including authorized activity, liability responsibility, indemnification and insurance requirements, and adherence to the Airport Rules and Regulations. In addition to the OSCAP, the Authority will continue to reserve the rights to seek recourse under the related contract between the Authority and the sponsoring airline.

This permit requirement will be imposed on airline service providers: sky cap, fleet cleaning, catering, and ground support equipment services.

DETAILS

Key components of the OSCAP are as follows:

Premises: Access to the Airport for the purpose of providing support services to airlines.

Use: Provides Permittee with the non-exclusive right to perform support services at the Airport.

Term: After execution of the permit, it shall remain in effect until occurrence of earliest of the following:

- Expiration or termination of the Permittee's contract with sponsoring airline.
- Expiration or termination of the sponsoring airline's contract with the Authority.
- Relinquishment by Permittee.
- Revocation by the Authority.

Termination: The Authority may terminate this permit without cause upon 30 days' notice.

Fees: A monthly permit fee of $750.00 will be imposed on the permittee.

REVENUE IMPACT

The implementation of the OSCAP is positive for Airport revenue of $750.00 per month ($9,000 annually) for each permittee.

RECOMMENDATION

At its meeting on August 17, 2026, the Committee voted (2–0, 1 absent) to recommend that the Commission approve the OSCAP template and authorize the Executive Director to award an OSCAP to each company that provides support services for airlines operating at the Airport.

HOLLYWOOD BURBANK AIRPORT
ON-SITE COMMERCIAL ACTIVITY PERMIT
("OSCAP")

Permittee:	[NAME] [ADDRESS]
Sponsor(s):	[NAME] [ADDRESS]
Permit Number:	____________________
Effective Date:	____________________

1. Definitions. As used in this permit, unless a different meaning is clearly required, the following terms shall have the meanings set forth below. These definitions shall apply regardless of whether the term is capitalized.

(a) Airport: Bob Hope Airport (commonly known as Hollywood Burbank Airport).

(b) Airport Rules and Regulations: July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

(c) Application: On-Site Commercial Activity Permit application set forth in the attached Exhibit A.

(d) Authority: Burbank-Glendale-Pasadena Airport Authority.

(e) Authority Parties: the Authority, the airport management company engaged by the Authority, the Cities of Burbank, Glendale and Pasadena, and the governing board members, officers, agents, employees, and volunteers of each such entity.

(f) Business Day: a non-holiday weekday.

(g) Claims: 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.

(h) Hazardous Materials: (1) any substance or material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state, or local government agency to pose a present or potential hazard to human health or safety or to the environment; and (2) any materials referenced as hazardous materials in the Airport Rules and Regulations.

(i) Regular Business Hours: period from 8:00 a.m. PST to 5:00 p.m. PST on a business day.

(j) Sponsor Contract: Sponsor's lease, concession agreement, or other contract with the Authority.

(k) Sponsor-Permittee Contract: Permittee's contract with a Sponsor, for Permittee's provision of services in connection with Sponsor's business at the Airport.

2. Authorized Activity. Permittee may conduct on Airport premises the commercial activity specified in the Application. This permit does not authorize Permittee to conduct any commercial activity that is not described in the Application.

3. Effective Period. This permit shall be effective upon issuance by the Authority and Permittee's execution of its certification of acceptance below. This permit shall remain in effect until occurrence of earliest of the following:

(a) Expiration or termination of the Sponsor-Permittee Contract(s), subject to section 6(b).

(b) Expiration or termination of the Sponsor Contract(s), subject to Section 6(b).

(c) Relinquishment by Permittee pursuant to Section 11.

(d) Revocation by the Authority pursuant to Section 12.

4. Permit Fee.

(a) Permittee shall pay the Authority a permit fee in the amount of $_______ each calendar month, subject to increase pursuant to subsection (d) below and Section 12.

(b) The permit fee for the first calendar month of the term shall be remitted concurrently with the submission of Permittee's certification of acceptance of this permit. The permit fee for subsequent calendar months shall be payable in advance, before the start of the month (for example, no later than January 31st, for the February permit fee). There shall be no proration for any partial calendar month.

(c) Payments shall be paid in lawful money of the United States of America, without prior demand and without set off or deduction. Payment by check shall be made to "Burbank-Glendale-Pasadena Airport Authority," and delivered to the Authority's Controller at 2827 N. Hollywood Way, Burbank, California 91505. Upon request, the Authority shall furnish instructions for Permittee to make electronic payment, if available. Each payment shall be accompanied with a detailed remittance advice, or clear instructions, with a reference to the permit number. Permittee shall be responsible for any charges imposed by a financial institution for the transmission of a payment to the Authority.

(d) The Authority may adjust the permit fee amount at any time upon 30 days notice.

(e) A permit fee that is not paid within 10 days of the due date shall bear interest from the due date until paid. The interest rate shall be the Federal Reserve Board's primary discount rate in effect on the due date (but shall not exceed the maximum rate permissible by state law).

5. <u>Airport Rules and Regulations</u>. Permittee shall comply with the Airport Rules and Regulations. Permittee acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com). Violations of the Airport Rules and Regulations by Permittee or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

6. <u>Sponsor Contract(s)</u>.

(a) Permittee's right to conduct commercial activity on Airport property is subject to the Sponsor Contract(s). Permittee is not granted, by virtue of this permit, any license or other right to use Airport property beyond those given under the Sponsor Contract(s).

(b) If Permittee has more than one Sponsor, to the extent that a Sponsor-Permittee Contract or a Sponsor Contract has terminated, this permit shall not automatically terminate under Section 3(a) or 3(b) if another Sponsor-Permittee Contract and the related Sponsor Contract remain in effect. However, all rights that were previously granted solely by virtue of the terminated Sponsor-Permittee Contract or Sponsor Contract shall be revoked.

7. <u>Liability for Damage</u>. Permittee shall be liable for damage to Airport property attributable to any act or omission of Permittee. Permittee shall reimburse the Authority for costs of repair or replacement, and for related administrative costs, incurred as a result of such damage. The reimbursement shall be remitted within 10 days of invoice issuance by the Authority.

8. <u>Indemnification</u>.

(a) Permittee shall defend, hold harmless, and indemnify the Authority Parties from and against any Claims that arise out of the acts or omissions of Permittee in connection with this permit or each Sponsor Contract. Permittee's obligations shall survive relinquishment or termination of this permit; shall apply regardless of whether or not any insurance policies are determined to be applicable to the Claims; and shall apply, without limitation, to Claims that partially involve active or passive negligence by the Authority. Permittee's obligations shall not apply to Claims 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 Authority and Permittee.

(b) Permittee and the Authority shall promptly provide notice to each other of any Claim. Within seven days of receiving the Authority's notice, Permittee shall respond to the Authority in writing regarding Permittee's plan of action in response to such Claim. Permittee shall not settle any Claim or admit liability or fault on the part of an Authority Party without first obtaining such Authority Party's written consent.

9. <u>Insurance</u>.

(a) At its sole expense, Permittee shall maintain in effect the insurance coverages specified below:

(i) Commercial general liability insuring against liability for personal injury, death, and property damage.

☐ (landside only) $1,000,000 per occurrence
☐ (airside or both airside and landside) $5,000,000 per occurrence

(ii) Automobile liability covering all vehicles (owned and non-owned and hired vehicles) and insuring against liability for personal injury, death and property damage.
☐ (landside only) $1,000,000 per occurrence
☐ (airside or both airside and landside) $5,000,000 per occurrence

(iii) Workers' compensation insurance written in accordance with California statutory limits.

(iv) Employer's liability insurance in amounts not less than the following: (A) bodily injury by accident - $1,000,000 - each accident; (B) bodily injury by disease - $1,000,000 - policy limit; and (C) bodily injury by disease - $1,000,000 - each employee.

(v) The following, if marked:

☐ Pollution liability with limits not less than $1,000,000 per occurrence.

☐ Aircraft liability insurance with limits not less than $5,000,000 per occurrence, covering bodily injury, death, property damage, and, if applicable, passenger liability.

(b) Insurance shall be provided by an insurance company, or a 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 or otherwise acceptable to the Authority. No insurance policy shall have a deductible or self-insured retention in excess of $25,000. The limits of liability may be satisfied by a combination of primary and umbrella or excess liability policies, if such policies comply with the requirements of this Section and, together, provide coverage at least as broad as the primary policy.

(c) Concurrently with the submission of Permittee's certification of acceptance of this permit, and from time to time upon the Authority's request, Permittee shall deliver to the Authority certificates of insurance with copies of endorsements showing that the insurance includes the following provisions:

(A) Naming the Authority Parties as additional insured.

(B) Requiring the insurer to give the Authority 30 days' prior written notice of amendment, cancellation, or non-renewal.

(C) Waiving rights of subrogation, set-off, or counterclaim that the insurer may have against the Authority Parties.

(D) Waiving right of contribution from any insurance carried by or on behalf of the Authority Parties.

(E) With respect to all liability insurance, a severability of interest clause, so that the insurance coverage applies as though a separate policy were issued to each insured party.

(d) Liability limits under the insurance policies shall in no event limit Permittee's liability under this permit. Permittee's maintenance of the required insurance shall in no way diminish Permittee's indemnification obligations.

(e) To the extent that a Sponsor Contract or Sponsor-Permittee Contract also requires Permittee to maintain insurance, Permittee shall be responsible for obtaining insurance coverage that would satisfy the requirements of both this permit and such agreement.

10. Performance Guarantee.

(a) Concurrently with Permittee's submission of the certification of acceptance of this permit, Permittee shall deliver a performance guarantee in the amount of $_________ by an electronic payment, or a cashier's check to be cashed by the Authority (or another form of delivery acceptable to the Authority). The Authority may apply the performance guarantee to cure violations of this permit including to cover unpaid permit fees and unreimbursed Airport property damage costs. Within 10 days of each such action by the Authority, Permittee shall fully replenish the performance guarantee.

(b) The Authority shall release the performance guarantee within 90 days upon relinquishment or termination of this permit unless there is a dispute regarding Permittee's compliance with this permit. In such event, the Authority may withhold up to 150% of the disputed amount.

(c) The performance guarantee shall not be held in trust by the Authority for the benefit of Permittee and shall not be considered an advance payment of the permit fee. The Authority is not required to maintain the performance guarantee in a separate account. Permittee is not entitled to any interest earnings on the performance guarantee while held by the Authority.

11. Relinquishment by Permittee. Permittee may voluntarily relinquish this permit at any time, effective upon written notice to the Authority.

12. Revocation by Authority.

(a) The Authority may revoke this permit for cause in the event of a violation by Permittee that is not cured within 10 days after notice from the Authority. For each violation, in lieu of revocation and at its sole discretion, the Authority may permanently increase the permit fee by up to 100%.

(b) The Authority may revoke this permit without cause upon 30 days notice to Permittee.

13. Survival. Permittee's obligations for any late permit fee (including interest thereon under Section 4(e)), and its obligations under Sections 7 and 8 shall survive the termination of this permit.

14. Transfer. This permit is personal to Permittee and may not be assigned or otherwise transferred.

15. Notices. Any notices, invoices, or other documents related to this permit 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 regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed on the first page of this Agreement or to such other addresses as may be designated in writing. Any notice delivered by e-mail that concerns a violation of this permit 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.

APPROVED:

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

By: ________________________________
Executive Director

Date: ________________________________

PERMITTEE CERTIFICATION OF ACCEPTANCE:

[PERMITEE NAME]

By: ________________________

Print Name: ____________________

Date: ________________________

□ Chairperson □ President □ Vice President
□ Manager (if Permittee is an LLC)

By: ________________________

Print Name: ____________________

Date: ________________________

□ Secretary □ Asst. Secretary
□ Chief Finance Officer □ Asst. Treasurer
□ Manager (if Permittee is an LLC)

EXHIBIT A

OSCAP APPLICATION
(Attached.)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
HOLLYWOOD BURBANK AIRPORT
ON-SITE COMMERCIAL ACTIVITY PERMIT APPLICATION

Applicant (Business Name)	
Authorized Representative (Name and Title)	
Contact Person, if different from above (Name and Title)	
Phone Number:	
Email Address:	
Mailing Address:	
Billing Address, if different from above:	

Please describe commercial activity to be conducted at the Airport:

Please provide name of the company ("Sponsor") for which such commercial activity will be conducted. The Sponsor must have an existing lease or other form of contract with the Authority ("Sponsor Contract"), under which the Sponsor has a leasehold at the Airport and/or has been granted a license to use Airport property.

If there is more than one Sponsor, please attach additional pages for the name, contact and related contract information for each Sponsor.

Sponsor Name	
Sponsor Contact (Name and Title, Phone Name and Email Address)	
Sponsor Contract (contract between Sponsor and the Authority) (Contract Title, dated date)	
Sponsor's contract with Applicant (Contract Title, dated date)	

Applicant warrants that it has read and understands the following:

- Airport Rules and Regulations posted on hollywoodburbankairport.com
- On-Site Commercial Activity Permit form

Applicant Signature:	
Date of Application:	

Applicant must obtain a signed Acknowledgment from each Sponsor (in the form of the following page) and submit the Acknowledgement(s) with the Application.

PERMIT NO. ________________________

==

ON-SITE COMMERCIAL ACTIVITY PERMIT APPLICATION
SPONSOR ACKNOWLEDGEMENT

Applicant: ____

Sponsor: ____

Sponsor acknowledges, warrants, and agrees to all of the following:

1. Sponsor and the Burbank-Glendale-Pasadena Airport Authority ("Authority") have executed a lease, concession agreement, or other contract ("Sponsor Contract") granting Sponsor a leasehold, concession, or other right to conduct business at Hollywood Burbank Airport ("Airport")

2. Sponsor has entered, or desires to enter, into a contract with Applicant ("Sponsor-Applicant Contract") to retain Applicant's services in connection with Sponsor's business at the Airport.

3. The scheduled expiration date of the Sponsor-Applicant Contract is __________, 20____. If the Sponsor-Applicant Contract is terminated earlier for any reason, Sponsor shall promptly notify the Authority.

4. Applicant must obtain an On-Site Commercial Activity Permit ("OSCAP") from the Authority to perform services for Sponsor at the Airport.

5. Issuance of an OSCAP to Applicant is at the Authority's sole discretion, and an OSCAP is revocable by the Authority. Issuance of an OSCAP to Applicant does not constitute a determination by the Authority that Applicant is qualified to perform services for Sponsor.

6. Sponsor is responsible for Applicant's conduct on Airport premises, compliance with the Authority's Airport Rules and Regulations, and compliance with the Sponsor Contract.

7. The Authority may take enforcement actions against Sponsor for violations committed by Applicant as if the violation was committed by Sponsor.

8. The Authority has the right to invoice Sponsor for any late permit fee (including penalty thereon) that is at least 60 days delinquent and not satisfied by the use of the performance guarantee under the OSCAP. Sponsor shall pay within 30 days of invoice; provided that the Authority shall refund Sponsor if such amount is subsequently paid by Applicant.

Sponsor Signature:	
Date:	

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY SEPTEMBER 21, 2026

AMENDMENT NO. 1 TO BOINGO LLC DAS & WI-FI CONCESSION AGREEMENT

Prepared by
Thomas J. Henderson
Director of Business and Properties

SUMMARY

At its meeting on August 17, 2026, the Finance and Administration Committee ("Committee") voted (2–0, 1 absent) to recommend that the Commission approve Amendment No.1 ("Amendment") to the DAS & Wi-Fi Concession Agreement ("Agreement"), dated April 21, 2025 with Boingo LLC ("Boingo"). Boingo is the selected provider for the Cellular Carrier Neutral Host Distributed Antenna System and Public Wireless System, commonly referred to as "DAS-WIFI System" being installed at the Replacement Passenger Terminal ("RPT"). The proposed Amendment, copy attached, clarifies the calculation of the Minimum Annual Guarantee ("MAG") in the Agreement.

BACKGROUND

As part of the RPT project, a Request for Proposals ("RFP") was issued for a DAS-WIFI System to enhance customer experience at the Airport by providing enhanced connectivity to wireless service providers. A distributed antenna system is a network of strategically placed antennas designed to enhance cellular coverage and capacity within large or complex structures, such as airports. Additionally, the wi-fi system allows airport customers to access public wi-fi service as needed while traveling through the airport's facilities.

The RFP process began in 2024, culminating with an award to Boingo in April 2025. Boingo currently serves more than 120 major airports and transportation hubs, 70+ sports and entertainment venues, and is the largest provider of Wi-Fi to the United States military, connecting nearly 400,000 troops on 100+ military bases worldwide.

During the onboarding process in preparation for the opening of the RPT, Staff identified a discrepancy in the Agreement with respect to the definition of the MAG. The intent is for the MAG to be defined as $120,000 for the first full fiscal year, and for subsequent years thereafter, it should be calculated as 105% of the MAG from the preceding year. This is correctly described in the Agreement's key terms summary. However, in Section 5.2(c) of the Agreement, the MAG calculation is incorrectly described as 105% of Gross Revenue Share for the preceding fiscal year. Because the content in the body of the Agreement takes precedence over the key terms summary, the proposed Amendment has been drafted to correct the discrepancy and accurately clarify the definition of MAG as described above.

DETAILS

Key components of the Agreement are as follows:

Premises:	Installations within the RPT, 2827 N. Hollywood Way, Burbank, CA 91505
Use:	Operation of a DAS-WIFI system for users of the Airport
Term:	10 years
Extension Option:	One five-year option
Rent:	MAG or revenue share percentage. • Guaranteed Revenue: ○ Is the higher of the MAG or the revenue share percentage of 50% of actual sales. • Annual MAG Escalator: 5%
Others:	Upfront Payment: $75,000 at commencement of construction Carrier On-Boarding Payment: $125,000 per carrier at executing a carrier user agreement for a total of $375,000 • Carrier refers to service providers such as Verizon, AT&T, T-Mobile

RECOMMENDATION

At its meeting on August 17, 2026, the Committee voted (2–0, 1 absent) to recommend that the Commission approve the proposed Amendment and authorize the President to execute the same.

AMENDMENT NO. 1 TO
DAS & WI-FI CONCESSION AGREEMENT

This Amendment No. 1 ("First Amendment") to the April 21, 2025 DAS & WI-FI Concession Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Boingo LLC ("Concessionaire"), a Delaware limited liability company, is dated July 17, 2026 for reference purposes. Capitalized terms not otherwise defined in this First Amendment shall have the meaning given to such terms in the Agreement.

RECITALS

A. The parties executed the Agreement to provide Concessionaire's development, installation, and operation of a multi-carrier neutral-host distributed antenna system and wi-fi network concession in the Replacement Passenger Terminal at the Airport as an essential service for passengers and other patrons using the Airport.

B. The parties desire to amend the Agreement to: (i) clarify the MAG requirement; and (ii) update the federal requirements exhibit.

NOW, THEREFORE, the parties agree as follows:

1. Amendment of Article 5. Paragraph (c) (MAG Calculation) of Section 5.2 (Base Rent) of Article 5 (Rent) of the Agreement is amended to read as follows:

(c) For each Fiscal Year, the MAG shall be determined according to the table below.

Period	**Amount**
First Partial Fiscal Year	Not applicable
First Full Fiscal Year	$120,000
Subsequent Fiscal Years	105% of MAG for the preceding Fiscal Year

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

3. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of 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.

[SIGNATURES ON FOLLOWING PAGE]

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

Boingo LLC

By: ____________________	By: ____________________
Print Name: Peter Hovenier	Print Name: ____________________
Title: Manager/CFO	Title: Manager

[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

____
Jess Talamantes, President

Approved as to form:

____
Richards, Watson & Gershon
A Professional Corporation

EXHIBIT I-1
Federal Requirements

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

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.

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.

3. ACDBE Regulations

A. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

B. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2026

AWARD OF PURCHASE ORDER
INTERACTIVE EMPLOYEE TRAINING DATABASE UPGRADE

Prepared by
Ray Hunting
Manager, Security and Badging

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 authorize the issuance of a Purchase Order to the American Association of Airport Executives ("AAAE") for revisions to the proprietary Interactive Employee Training ("IET") system in use at the airport for required safety and security training. The lump sum cost for the revisions to incorporate the changes related to the cutover to the Replacement Passenger Terminal ("RPT") is $162,950.

BACKGROUND

The IET system is an integral part of the Authority's Security Program. It is used to record and verify the training and testing of each individual airport worker who is authorized access certain areas of the airport. Issuance of each airport security identification badge is governed by and subject to audits by the Transportation Security Administration ("TSA") and the Federal Aviation Administration ("FAA").

The IET system at the airport has been in use since December 2005 to educate all new and current airport employees over a series of different training video modules in English and Spanish with each video followed by an interactive test which must be passed to continue. The IET system records test scores and maintains a database of an employee's past results. It also generates the records and reports that are subject to review and audit by both federal agencies.

The IET system will require the number of training and testing modules that must be completed based on an employee's required access at the airport, which can be up to two hours per individual. In response to the Covid pandemic in 2020, TSA approved the Authority utilizing AAAE's online platform which allows airport employees to complete the annual required training and testing remotely while maintaining compliance with FAA and TSA requirements. This platform improves the Security Badging Office's ability to process approximately 425 new and renewal badge applications per month.

With the RPT cutover, certain training videos and testing modules of the proprietary IET system need to be revised and updated to address operational, security and facility changes. The proposal specifies AAAE's scope of work to develop a new manuscript, on site videotaping, editing, language dubbing and verification of the applicable federal regulations.

SCHEDULE

Upon receipt of the Purchase Order, AAAE will initiate the steps to revise the IET system at the airport which includes the assignment of a project team to meet with Staff to prepare each module's development schedule, including review, approval and delivery of the final product for installation into the IET system.

FUNDING

Appropriations for the revisions to the AAAE IET system are included in the adopted FY 2027 budget.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately prior to the Commission meeting, Staff seeks Commission authorization to issue a Purchase Order for the required IET system update to AAAE.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2026

AMENDMENT TO LEASE NO. LCA01775 & LCA02701
GENERAL SERVICES ADMINISTRATION

Presented by
Thomas J. Henderson
Director, Business & Properties

SUMMARY

Staff seeks Commission approval of proposed Lease Amendments ("Amendments") with the General Services Administration ("GSA"). As of the preparation of this report, GSA has not indicated whether it will accept new language stating that the diversity, equity, and inclusion ("DEI") clause is incorporated pursuant to, and is subject to the validity of, Executive Order No. 14398. In the interest of avoiding an interruption of the existing leases with GSA, Staff requests that the Commission approve execution of the Amendments with the new DEI clause language if it is accepted by GSA, and approve execution of the Amendments as originally presented if GSA does not accept that new language.

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 DEI practices by federal contractors.

This item was presented to the Commission at its special meeting on September 8, 2026. At that time, the Commission directed Staff and Authority Counsel to seek GSA approval for the insertion of language to make clear that the DEI provision was included due to the mandate of Executive Order No. 14398. A proposed modification was submitted to GSA, but a response has not been received as of the preparation of this report.

REVENUE IMPACT

The proposed 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

Staff recommends that the Commission approve execution of the Amendments with the new DEI clause language if it is accepted by GSA and approve execution of the Amendments as originally presented if GSA does not accept that new language.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2026**

**TERMINAL SPACE LEASE
GENERAL SERVICES ADMINISTRATION**

Presented by
Thomas J. Henderson
Director, Business & Properties

SUMMARY

Staff seeks Commission approval of a revised new Terminal Space Lease ("Lease") with the United States of America ("USA"), acting through the General Services Administration ("GSA") on behalf of the Transportation Security Administration ("TSA") for 4,379 square feet of exclusive office space at the Replacement Passenger Terminal ("RPT"). The proposed new Lease now has language stating that the diversity, equity, and inclusion ("DEI") clause is incorporated pursuant to, and is subject to the validity of, Executive Order No. 14398.

BACKGROUND

On May 15, 2023, the Authority awarded a Lease to the GSA on behalf of the TSA for 3,500 square feet of exclusive office space located in the East Concourse of the existing terminal.

On June 23, 2025, the Lease was amended so that the expiration date would be the opening of the RPT.

TSA reached out to staff requesting a Lease for 4,379 square feet of exclusive office space at the RPT.

The proposed new Lease is for a term of ten years. Under the terms of the proposed Lease, the first five years of the Lease are a firm commitment. During the second five-year period, the GSA reserves the right to terminate the agreement upon 30 days' prior written notice should the TSA no longer oversee security measures at the Airport.

The rental rate for the proposed Lease is $916,130.59 per year for years 1 through 5 and $1,207,771.99 per year for years 5 through 10. The rental rate was developed by the Authority's Airport Consultant, Ricondo & Associates, and is based on a weighted average of the Authority's projected rate increase at the RPT over a 10-year period.

The GSA is currently a tenant in good standing and has met all its obligations under its current Lease.

This item was presented to the Commission at its special meeting on September 8, 2026. At that time, the Commission directed Staff and Authority Counsel to seek GSA approval for the insertion of language to make clear that the DEI provision was included due to the mandate of Executive Order No. 14398. A proposed modification was submitted to and has been accepted by the GSA.

DETAILS

Key components of the proposed Lease are:

Premises:	4,379 square feet of exclusive office space within the RPT
Term:	10 years commencing on October 13, 2026
Year 1-5 Rent:	$916,130.59 per year or $76,344.22 per month
Year 5-10 Rent:	$1,207,771.99 per year or $100,647.67 per month
Termination:	GSA reserves the right to terminate the lease with 30 days' prior written notice if (i) regularly scheduled commercial air services cease, (ii) the Authority opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased space is closed, or (iv) TSA reduces its presence at the airport due to a reduction in enplanements
Other:	Lessor is responsible for utilities and maintenance of the leased spaces

REVENUE IMPACT

The proposed Lease will address the TSA's space requirement in the RPT.

RECOMMENDATION

Staff recommends that the Commission approve the proposed new Lease with the GSA.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2026

BURBANK LIVING WAGE ORDINANCE SUPPORT LETTER

Presented by
John T. Hatanaka
Executive Director

SUMMARY

At its special meeting on September 8, 2026, the Commission directed Staff to agendize an item for consideration of a letter to the Burbank City Council supporting the adoption of a living wage ordinance.

BACKGROUND

Several Hollywood Burbank Airport airline employees recently have addressed the Commission during the public comment period to request that the Burbank City Council be sent a letter supporting adoption of a living wage ordinance. Pursuant to the Commission's direction at its September 8, 2026, meeting, a draft letter, copy attached, has been prepared for the Commission's consideration.

RECOMMENDATION

Staff recommends that the Commission determine whether to authorize the President to send a living wage ordinance support letter, as drafted or with modifications, to the Burbank City Council.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
ORGANIZED JUNE 21, 1977

September 21, 2026

Members of the Burbank City Council
275 East Olive Avenue
Burbank, California 91502

Re: Letter of Support for Wage Ordinance in the City of Burbank

Honorable Mayor and Members of the City Council:

At its special meeting on September 8, 2026, the Burbank-Glendale-Pasadena Airport Authority Commission received public comment from Hollywood Burbank Airport airline employees who would like the Burbank City Council to adopt a living wage ordinance.

The Authority Commission discussed this issue at its September 21st meeting and voted to express support for such an ordinance. My colleagues and I are confident in the City's ability to draft a measure that is protective of airport workers and the local economy without unduly impacting employers.

Sincerely,

Tyron Hampton
President

3298479.2
2627 N. Hollywood Way • Burbank, California 91505 • (818) 840-8840 • Fax: (818) 848-1173

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2026**

COMMITTEE MEMBERSHIP RULES AND OPERATION GUIDELINES

Presented by
Terence Boga
General Counsel

SUMMARY

Staff seeks direction on a potential update of the Commission's committee membership rules and operation guidelines.

BACKGROUND

On July 18, 2022, the Commission adopted Resolution No. 495, copy attached, to create the Executive Committee as a new standing advisory committee comprised of the Commission's President, Vice President, and Secretary. Resolution No. 495 also clarified and redefined the subject matter jurisdiction of the Commission's standing advisory committees, as well as updated the committee operation guidelines. Attachments A and B of Resolution No. 495 respectively set forth the standing advisory committees' subject matter jurisdiction and the committee operation guidelines.

Previously, the principal core functions of the Commission's standing advisory committees had been set forth in Resolution No. 334, which was adopted in October 1997. The operation guidelines for the Commission's committees had been set forth in Resolution Nos. 204 and 311, which were respectively adopted in March 1988 and March 1996. Resolution No. 495 consolidated committee membership rules and other requirements into a single document.

DISCUSSION TOPICS

The Commission occasionally has deviated from the committee membership rules and committee operation guidelines in Resolution No. 495. Staff therefore has agendized this item so the Commission can provide direction on a potential update. The Commission is free to discuss all provisions of Resolution No. 495, but staff specifically is seeking direction on the following topics:

Ex Officio Ad Hoc Committee Members: The committee operation guidelines state that each ad hoc advisory committee shall have equal representation from the Authority's member cities. Based on this rule, ad hoc committees historically have been comprised of one Burbank Commissioner, one Glendale Commissioner, and one Pasadena Commissioner as voting members. However, last year, the Commission established the Airport History Book Ad Hoc Committee comprised of two Burbank Commissioners (one voting member and one ex officio member), one Glendale Commissioner (voting member), and one Pasadena Commissioner (voting member).

Membership on Multiple Ad Hoc Committees: The committee operation guidelines state that no Commissioner shall serve on more than one ad hoc committee unless there are more than three such committees. However, last June, the Commission established its third ad hoc committee, the Executive Director Search Ad Hoc Committee. Two of the Commissioners on the Executive Director Search Ad Hoc Committee are voting members of the Airport History Book Ad Hoc Committee, and the third Commissioner on the Executive Director Search Ad Hoc Committee is the ex officio member of the Airport History Book Ad Hoc Committee.

Standing Committee Membership Rotation: Section 3(B) of Resolution No. 495 states that a Commissioner shall not serve on a standing committee for more than three consecutive years unless two conditions are satisfied. First, the President must make a finding that the Commissioner has unique skills or experience for special circumstances presented. Second, the Commission must approve the Commissioner's extension of membership. Historically, Commissioners have served on a standing committee longer than three consecutive years without the President formally making such a finding or the Commission formally granting such approval.

RECOMMENDATION

Staff recommends that the Commission provide direction on a potential update of the Commission's committee membership rules and operation guidelines. If there is a consensus that one or more provisions should be updated, staff will draft a resolution for the Commission's consideration.

RESOLUTION NO. 495

A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION CREATING AN EXECUTIVE COMMITTEE, REDEFINING SUBJECT MATTER JURISDICTION OF STANDING ADVISORY COMMITTEES, AND UPDATING COMMITTEE OPERATION GUIDELINES

The Burbank-Glendale-Pasadena Airport Authority Commission resolves as follows:

Section 1. Findings.

A. In June 1978, the Commission established the Finance Committee, the Legal Committee, and the Operations Committee as standing advisory committees.

B. On January 4, 1988, the Commission adopted Resolution No. 199 to reconstitute these standing advisory committees under the same names.

C. On March 7, 1998, the Commission adopted Resolution No. 204 to reestablish these standing advisory committees and adopt guidelines for their operation.

D. On March 18, 1996, the Commission adopted Resolution No. 311 to reestablish these standing advisory committees and update their operation guidelines.

E. On October 20, 1997, the Commission adopted Resolution No. 334 to reconstitute these standing advisory committees, define their principal core functions, and rename them the Finance and Administration Committee, the Legal, Government and Environmental Affairs Committee, and the Operations and Development Committee.

F. Current and planned activities at Bob Hope Airport have reached the point that it is beneficial for the Commission to create a fourth standing advisory committee, to redefine the subject matter jurisdiction of the three existing standing advisory committees, and to update the committee operation guidelines.

Section 2. Standing Advisory Committee Roster. The Commission shall have four standing advisory committees: the Executive Committee; the Finance and Administration Committee; the Legal, Government and Environmental Affairs Committee; and the Operations and Development Committee. These committees shall make recommendations to the Commission on items within their subject matter jurisdiction and shall have no power to take action on behalf of or otherwise bind the Commission or the Authority.

Section 3. Standing Advisory Committee Membership.

A. Executive Committee. The Executive Committee shall have three members and shall be comprised of the Commission's President, Vice President, and Secretary. The Executive Committee shall meet no less than once a month.

B. Other Committees. The Finance and Administration Committee, the Legal, Government and Environmental Affairs Committee, and the Operations and Development Committee shall each have three members and shall be comprised of one Commissioner from each of the Authority's member cities. Following the annual election of Commission officers, the President shall appoint the membership of these committees by assigning new members or maintaining existing assignments. The President shall announce the appointments at a Commission meeting, which may be the same meeting as the annual election of Commission officers or a later meeting. An individual Commissioner shall not serve on any of these committees for more than three consecutive years unless both of the following occur: (i) the President makes a finding that such Commissioner has unique skills or experience for special circumstances presented; and (ii) the Commission approves such Commissioner's extension of membership.

Section 4. Standing Advisory Committee Subject Matter Jurisdiction. The subject matter jurisdiction of the standing advisory committees shall be as set forth in the attached Exhibit A.

Section 5. Committee Operation Guidelines. The operation guidelines for the Commission's committees shall be as set forth in the attached Exhibit B.

Section 6. Superseded Resolutions. This Resolution supersedes Resolution Nos. 199, 204, 311, and 334, which shall be of no further force or effect.

Section 7. Effective Date. This Resolution shall be effective upon adoption.

Adopted this 18th day of July, 2022.

Emily Gabel-Luddy, President

Attest:

Frank R. Miller, Assistant Secretary

2684543.2

STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

I, Frank R. Miller, do hereby certify that the foregoing resolution was duly and regularly adopted by the Commissioners of the Burbank-Glendale-Pasadena Airport Authority at its regular meeting held on the 18th day of July 2022 by the following vote:

AYES:	Commissioners Gabel-Luddy, Williams, Devine, Dyson, Hampton, Najarian, Ovrom, Selvidge
NOES:	None
ABSENT:	NONE

Frank R Miller

Frank R. Miller
Assistant Secretary

EXHIBIT A
Burbank-Glendale-Pasadena Airport Authority Commission
Standing Advisory Committee Subject Matter Jurisdiction

The subject matter jurisdiction of the Authority Commission's four standing advisory committees shall be as follows:

EXECUTIVE COMMITTEE

Role: Advise and make recommendations to the Commission on four paramount topics related to the Authority's ownership and operation of the Airport.

Topics (Exclusive)	**Examples of Items (Non-Exclusive)**
Airport Management Services Contract	• Cost reimbursement requests • Performance reviews
Agenda Templates	
Labor Negotiations	• Airport management services contractor collective bargaining agreements • Burbank Airport Police Officers Association memoranda of understanding
Legislation	• Lobbyist activities • Proposed airport-related legislation
Replacement Passenger Terminal Program	• Entitlements • Environmental analyses • Financial planning • Procurements

FINANCE AND ADMINISTRATION COMMITTEE

Role: Advise and make recommendations to the Commission on financial and administrative matters related to the Authority or the Airport.

Principal Topics (Non-Exclusive)	**Examples of Items (Non-Exclusive)**
Auditor Reports	
Capital and Operating Budgets	
Financial Results Reports	
Financial Services Procurements	• Audit services

- Passenger Facility Charge applications

Grant Applications

Lease Awards

- Concession agreements
- Ground development leases
- Hangar leases
- Office space leases

Parking Rates

Treasury Activities

LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE

Role: Advise and make recommendations to the Commission on legal, government and environmental matters related to the Authority or the Airport.

Principal Topics (Non-Exclusive)	**Examples of Items (Non-Exclusive)**
Air Quality Improvement Plan	• South Coast Air Quality District agreements
Legal Services Procurements	
Noise Exposure Map / Noise Compatibility Program	
Residential Acoustical Treatment Program	
Solid Waste Programs	• CalRecycle mandates • Waste hauling services

OPERATIONS AND DEVELOPMENT COMMITTEE

Role: Advise and make recommendations to the Commission on operational and development matters related to the Authority or the Airport.

Principal Topics (Non-Exclusive)	**Examples of Items (Non-Exclusive)**
Air Service Development and Retention	
Airport Branding	
Airport Maintenance and Upgrades	
Capital Improvement Implementation	

Engineering Services Procurements	
Land Acquisitions	
Public Communications Campaigns	
Safety and Security Issues	• Transportation Security Administration agreements
Traffic and Transportation Issues	• Ground transportation • Transportation network company agreements

EXHIBIT B
Burbank-Glendale-Pasadena Airport Authority Commission
Committee Operation Guidelines

1. Each standing advisory committee and ad hoc advisory committee shall have equal representation from each of the Authority's member cities.

2. Commission approval is required for the creation of an ad hoc advisory committee. The President shall appoint the membership of each ad hoc advisory committee. No Commissioner shall serve on more than one ad hoc advisory committee unless the number of such committees exceeds three, in which case Commissioners who serve on a lesser number of such committees shall be appointed ahead of Commissioners who serve on a greater number of such committees until the appointments have been equalized. Commission approval is required for an ad hoc advisory committee to continue longer than 180 days.

3. To the extent possible, Commissioners will be assigned to standing advisory committees and ad hoc advisory committees for which they are best qualified by reason of expertise or interest.

4. Work assignments for standing advisory committees shall be as set forth in each committee's subject matter jurisdiction and as determined by Commission consensus.

5. The agenda (not the agenda packet) of each standing advisory committee meeting shall be distributed to Commissioners who are not members of the committee concurrently with the distribution to Commissioners who are members of the committee. Alternatively, Commissioners who are not members of the committee shall be notified by e-mail when the agenda has been posted on the Authority webpage.

6. The agenda (not the agenda packet) of each ad hoc advisory committee meeting shall be distributed to Commissioners who are not members of the committee concurrently with the distribution to Commissioners who are members of the committee.

7. Standing advisory committees and ad hoc advisory committees shall approve minutes of their meetings. Approved minutes shall be included in the agenda packet of the next regular meeting of the Commission.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2026

RETAIL CONCESSION WORKER RETENTION

Presented by Scott Kimball
Deputy Executive Director, Business Development

SUMMARY

At its special meeting on September 8, 2026, the Commission directed staff to agendize an item for an update on worker retention for the Replacement Passenger Terminal ("RPT") retail concession program. Marshall Retail Group ("MRG"), the concessionaire for the RPT retail concession program, submitted evidence of a labor peace agreement as required by the Commission and has exceeded the requirements of the concession agreement's worker retention policy.

BACKGROUND

On February 3, 2025, the Commission unanimously (8-0, 1 absent) awarded MRG a concession agreement for the RPT retail concession program. The Commission made the contract award contingent upon MRG's submission of evidence of a labor peace agreement. Additionally, the concession agreement includes a worker retention policy, copy attached, to ensure that the RPT opening does not result in a large displacement of retail concession workers currently employed at the existing terminal by Hudson Retail Group ("Hudson").

Staff confirmed that MRG had a labor peace agreement in place with the Seafarers Entertainment and Allied Trades Union ("SEATU"). That labor peace agreement was signed upon award of the concession agreement and had an automatically renewing one-year term, but it was terminated in March 2026 by SEATU. MRG has submitted a letter, copy attached, setting forth the company's position with respect to the termination of that labor peace agreement and its efforts to sign a comparable one with Unite Here! Local 11. Termination of the MRG-SEATU labor peace agreement did not affect the concession agreement, which remains binding on MRG and the Authority.

With limited exceptions, the concession agreement's worker retention policy requires MRG to fill its concession positions in the RPT by first hiring Hudson employees who qualify as a "retention worker." To qualify as a retention worker under the policy, a person must satisfy three criteria: (1) have been employed at a Hudson concession in the existing terminal as of the concession agreement's execution; (2) have been continuously employed at such concession for the 12 months preceding the concession agreement's execution; and (3) not be a managerial, supervisory, or confidential employee. These criteria are modeled on the worker retention ordinance adopted by the City of Los Angeles to apply to its contractors, lessees, and licensees (Los Angeles Administrative Code Division 10, Chapter 1, Article 10).

MRG has exceeded the requirements of the concession agreement's worker retention policy. MRG determined that nine Hudson employees qualified as a retention worker and made them employment offers. As of the preparation of this staff report, seven of those offers have been accepted and two are pending. MRG also is considering applications from two of Hudson's eleven other employees who did not qualify as a retention worker.

RECOMMENDATION

Staff recommends that the Commission note and file this report.

Attachments:

Exhibit 1: Worker Retention Policy
Exhibit 2: MRG Correspondence

EXHIBIT 1

Exhibit J: Worker Retention Policy

I. PURPOSE

The purpose of this policy is to ensure that the opening of the replacement passenger terminal does not result in a large displacement of concession workers employed at the existing passenger terminal at the Airport. The policy establishes concession worker retention requirements to achieve significant Authority interests including: (i) decreasing concession worker turnover and instability; (ii) maintaining a high quality of concession service to Airport users and employees; and (iii) protecting the Cities of Burbank, Glendale, and Pasadena from welfare and public health expenses that might be incurred if the Airport's current concession workers were to lose their employment without just cause.

II. DEFINITIONS

As used in this Exhibit, unless a different meaning is clearly required, the following terms in this Exhibit shall have the meanings set forth below. The definitions shall apply regardless of whether the term is capitalized.

A. Employee: a person who satisfies all of the following criteria: (i) is employed at a [food / retail] concession in the Existing Passenger Terminal as of execution of this Agreement; (ii) has continuously been employed at such concession for the 12 months preceding the execution of this Agreement; and (iii) is not a managerial, supervisory, or confidential employee, including a person who would be so defined under the federal Fair Labor Standards Act.

B. Existing Passenger Terminal: passenger terminal in the southeast quadrant of the Airport (to be demolished after opening of the Replacement Passenger Terminal).

C. Just Cause: a fair and honest reason that is legally permissible and not trivial, arbitrary, capricious, unrelated to business needs or goals, or pretextual. Just Cause shall not include receipt of superior wages or benefits (or both) under the Predecessor Employer.

D. Predecessor Employer: a firm that satisfies both of the following criteria: (i) operates a [food / retail] concession in the Existing Passenger Terminal as of the execution of this Agreement; and (ii) has not been selected to operate such a concession in the Replacement Passenger Terminal.

E. Replacement Passenger Terminal: passenger terminal in the northeast quadrant of the Airport (under construction as of the execution of this Agreement).

F. Retention Workers: full-time and part-time Employees of a Predecessor Employer.

III. TRANSITION EMPLOYMENT PERIOD

A. Concessionaire shall fill its concession positions at the Airport by first hiring from the Retention Workers.

B. Concessionaire shall retain and not discharge a Retention Worker without Just Cause during the initial 90 workday period of their employment.

C. Concessionaire shall make a written offer of employment to each Retention Worker who receives a satisfactory performance evaluation at the end of the initial 90 workday period of employment. Such offer shall be under terms and conditions established by the Concessionaire for all its employees.

D. Any employment of a Retention Worker after the end of the initial 90 workday period shall be at will employment under which the Retention Worker may be terminated without Just Cause.

IV. EXEMPTIONS

1. **Prior Employees.** With the Authority's prior approval, Concessionaire may fill a position with a person who has been employed continuously by Concessionaire for at least 12 months prior to the execution of this Agreement working in a position similar to the position to be filled. The Authority shall grant approval upon a showing by Concessionaire that: (a) the person would otherwise be laid off work; and (b) the person's retention would be helpful to Concessionaire in performing this Agreement.

2. **Fewer Employees Required.** In the event Concessionaire determines that fewer personnel are needed to perform services under this Agreement than were required by the Predecessor Employer, then Concessionaire shall retain Retention Workers by seniority within the job classification.

3. **Unqualified Employees.** If a Retention Worker does not meet any standard hiring qualification lawfully required by Concessionaire for the position, or does not qualify for a Security Identification Display Area badge, then Concessionaire is not required to retain the Retention Worker.

V. RECORD KEEPING REQUIREMENTS

Concessionaire shall maintain records for three years showing the reasons for not hiring or for discharging Retention Workers during the initial 90 workday period. The Authority is authorized to review all such records, and each Retention Worker shall be permitted to review records pertaining to himself or herself, upon request to ascertain compliance with this Exhibit.

VI. COLLECTIVE BARGAINING AGREEMENTS

This policy shall not supersede or otherwise impact any collective bargaining agreement to which Concessionaire is a party during the term of this Agreement.

WHSmith
NORTH AMERICA
INCORPORATING INMOTION & MARSHALL RETAIL GROUP

September 14, 2026

VIA EMAIL
Mr. John Hatanaka
Mr. Scott Kimball
Hollywood Burbank Airport
2627 N. Hollywood Way,
Burbank, CA 91505

Subject: Marshall Retail Group, LLC – Labor Peace and Worker Retention Update

Dear Mr. Hatanaka and Mr. Kimball,

At the request of the Burbank-Glendale-Pasadena Airport Authority (the "Authority"), the Marshall Retail Group, LLC ("MRG") provides this update on its preparations for retail concession operations at Hollywood Burbank Airport ("BUR" or the "Airport"). The update addresses two issues of interest to the Authority's Commission ("Commission"): MRG's efforts to maintain labor peace and its implementation of the Authority's Worker Retention Policy (the "Retention Policy").

I. Labor Peace Agreement Efforts

During the contracting process for MRG's retail concession agreement with the Authority (the "Concession Agreement"), the Authority asked MRG to provide a labor peace agreement ("LPA") before executing the final agreement. MRG satisfied that request by signing a BUR-specific LPA with the Seafarers Entertainment and Allied Trades Union ("SEATU") on March 12, 2025, and providing the agreement to the Authority. SEATU is a part of the Seafarers International Union, which is affiliated with the AFL-CIO.

The executed Concession Agreement does not require MRG to maintain an LPA continuously or to replace one if the union terminates it. It does, however, require MRG to use commercially reasonable efforts to avoid disruption to the Authority, its tenants, or members of the public arising from labor disputes.

MRG also engaged with UNITE HERE Local 11 ("Local 11") regarding a potential LPA. On March 11, 2025, MRG asked Local 11 to provide its proposed agreement. Local 11 provided that proposal on March 13, 2025. On April 4, 2025, MRG sent Local 11 a copy of the SEATU LPA, reiterated that MRG would remain neutral among labor organizations, and advised Local 11 that it would offer an LPA on the same terms. Local 11 did not respond.

Instead, Local 11 invoked the AFL-CIO's internal dispute-resolution process to challenge SEATU's continued involvement at BUR. The AFL-CIO is the federation to which both UNITE HERE and the Seafarers International Union belong, and its rules provide a process for resolving organizing disputes between affiliated unions. Local 11 filed its complaint on March 12, 2026, and the AFL-CIO opened the proceeding on March 17, 2026. Nine days later, SEATU terminated its LPA with MRG. MRG did not request, direct, or participate in that termination decision.

Local 11 did not contact MRG to renew LPA discussions until August 14, 2026, more than 16 months after MRG's initial April 4, 2025 offer. MRG reengaged and, on September 1, 2026, provided Local 11 with a substantive written counterproposal for a BUR-specific LPA. The proposal committed MRG to remain neutral regarding union organizing, provide Local 11 reasonable access to employees and employee contact information, and recognize Local 11 if a neutral arbitrator confirmed majority support after MRG commenced full operations.

The Concession Agreement does not require MRG to negotiate or enter into an LPA with Local 11. MRG nonetheless has engaged in good faith and will continue working toward mutually acceptable terms. With or without an LPA, MRG remains committed to labor peace, uninterrupted Airport operations, and employees' free choice under the National Labor Relations Act.

II. Worker Retention Policy

MRG began preparing to implement the Retention Policy well before opening its BUR operation.

In July 2026, MRG contacted Authority staff to explain its proposed process and confirm the appropriate next steps. Authority staff recommended that MRG coordinate directly with Hudson News and its parent company, Avolta (collectively, "Hudson/Avolta"), to obtain the necessary employment information. MRG followed that recommendation.

Under the Retention Policy, a "Retention Worker" is a full- or part-time employee of a predecessor employer who was employed at a retail concession in the Existing Passenger Terminal on the effective date of the Concessions Agreement; had been continuously employed at that concession for the preceding 12 months; and was not a managerial, supervisory, or confidential employee. Not every current Hudson employee meets those criteria.

On August 5, 2026, MRG requested the information needed to apply those criteria. Hudson/Avolta provided the completed roster on August 12, 2026. MRG reviewed the roster and identified nine qualifying Retention Workers.

MRG contacted all nine qualifying employees regarding available positions and provided the applicable classification, full-time or part-time status, rate of pay, and MRG terms and conditions of employment. The following table reflects the status of each Retention Worker as of September 14, 2026:

Position	Candidate Name	Offer Acceptance Date	Planned Start Date	Onboarded Date	Notes
FT Stock	Christian Zuniga (HUD)	8/24/26	9/8/26	9/14/26	
FT CSA	Angeline Dizon (HUD)	Pending	9/8/26		Verbal offer made; formal application pending
FT CSA	Vladimir Lopez (HUD)	8/31/26	9/8/26		

FT CSA	Grant Madden (HUD)	8/27/26	9/16/26	9/14/26	
FT Stock	David Madden (HUD)	8/24/26	9/29/26		
FT Stock	Pubudu Gunaratne (HUD)	Pending	10/10/26		Offer pending acceptance as of the end of August
FT CSA	Jorge Oviedo (HUD)	8/24/26	10/10/26		
FT CSA	Karla Williams (HUD)	8/24/26	10/10/26		
FT Stock	Mabel Penalver (HUD)	8/24/26	10/12/26		

MRG extended employment opportunities to all nine qualifying Retention Workers. As of September 14, seven had accepted, two remained pending, and two had completed onboarding.

The Hudson/Avolta roster also identified 11non-supervisory/non-managerial employees who did not meet the Retention Policy's date-of-employment or continuous-service requirements. Those employees are not Retention Workers and are not covered by the Retention Policy.

MRG advised Local 11, which currently represents Hudson's BUR employees, that those 11 employees were free to apply for open positions with MRG at BUR through MRG's open recruitment process and would be considered on a nondiscriminatory basis. As of September 14, 2026, only two of those individuals have applied.

III. <u>Conclusion</u>

MRG has met the Retention Policy's requirements to date by identifying every qualifying worker and extending an employment opportunity to each of them. It has also taken voluntary steps to preserve labor peace, including offering Local 11 the same LPA terms in April 2025 and providing a substantive counterproposal when Local 11 returned in August 2026.

MRG remains focused on a smooth opening, uninterrupted Airport operations, and full compliance with the Retention Policy. It looks forward to updating the Commission and answering its questions at the September 21 meeting.

Sincerely,

Julie Skiba
Chief People Officer
WHSmith North America/Marshall Retail Group LLC

Cooper Communications
16000 Ventura Blvd., Suite 1000
Encino, CA 91436
T 818.359.0231
mcooper@coopercomm.net

The Airport Everyone Loves…Hollywood Burbank Airport
Production Schedule as of September 2, 2026

September

2 Work-in-progress complete book to ad hoc committee (members will see final in advance of printing along with full Commission) from Cooper

18 Final review/input from ad hoc committee to Cooper

October

5 Ceremonial Opening – photos shot for four-page section on opening to be placed at end of Flight 7

9 Final to Commission for review (may or may not have opening ceremony four-page section photos) from Cooper; legal review

20 Final input from Commission/legal to Cooper

23 Revisions (if necessary) based on Commission/legal input to Cooper; to ad hoc committee for final approval

27 Final approval to print from ad hoc committee/legal/staff

29 To printer

November

11 Press proof to Cooper/Deats

13 Press proof approval to printer

December

1 Deliver to Airport

7 Distribute to Commissioners